

Certification Deed Poll by Project Coordinator

Form S1-PCS-2 – version 01 – effective 16 October 2017

In respect of: [#Insert project details including stage number of approval number]

In favour of: Minister for Economic Development Queensland (ABN 76 590 288 697)
of 1 William Street, Brisbane in the State of Queensland
(the **MEDQ**)

By: The entity named in Item 2 of Schedule A
(the **Entity**)

And By: The person named in Item 3 of Schedule A
(the **Project Coordinator**)

Recitals

- A. The Development Proponent described in Item 1 of Schedule A is required under the PDA development approval described in Item 4 of Schedule A (the **PDA development approval**) or any infrastructure agreement described in Item 5 of Schedule A (the **Infrastructure Agreement**) to provide the works described in Item 6 of Schedule A (the **works**) in respect of the land described in Item 7 of Schedule A (the **Land**).
- B. The Development Proponent proposes to appoint the Project Coordinator as a project coordinator for the works and other matters that may be subject to assessment under any relevant PDA development approval and the Infrastructure Agreement, subject to the MEDQ's acceptance of such appointment.
- C. The CPM and the Infrastructure Agreement require this Deed Poll to be signed by the appointed Project Coordinator.
- D. The Entity and the Project Coordinator make this Deed Poll in favour of the MEDQ.

This Deed Poll provides:

1. Project Coordinator

- 1.1. The Project Coordinator is [an/a] [employee/contractor/consultant/partner] [of/in] the Entity.
- 1.2. The Project Coordinator has the relevant educational and professional qualifications described in Item 8 of Schedule A.
- 1.3. The Project Coordinator's professional registration details are described in Item 9 of Schedule A.
- 1.4. The Project Coordinator is independent of the Development Proponent and suitably experienced to be the Project Coordinator for the works.



2. Pre-Construction Stage

2.1. The Project Coordinator must:

- (a) prior to the commencement of construction of the works prepare a risk assessment (the **Risk Assessment**) for the works or other matters requiring assessment by the MEDQ under the relevant PDA development approval or the Infrastructure Agreement in accordance with the CPM, Australian Standard: AS/NZS ISO 31000:2009 Risk Management – Principles and Guidelines, and best practice
- (b) coordinate the appointment of a Project Auditor where the Risk Assessment shows the works, or part of the works, to be a 'high-risk' activity
- (c) coordinate the design of the works to ensure that it complies with the conditions of the PDA development approval or provisions of the Infrastructure Agreement
- (d) coordinate all Certifiers nominated by the Development Proponent whose appointment has been accepted by the MEDQ
- (e) resolve any conflicts that arise between the standards to be achieved in accordance with the CPM
- (f) lodge with the MEDQ the Pre-Construction Documents described in the CPM by the time specified in the PDA development conditions or the Infrastructure Agreement
- (g) Arrange a pre-start meeting for the Works and invite the MEDQ and any relevant External Authority to attend, ensuring that sufficient notice of the meeting is provided to the invitees
- (h) notify the MEDQ of any significant alternative designs or non-conformances with the standards and guidelines listed in the PDA Development Approval or the Infrastructure Agreement, and
- (i) ensure that construction of the works and other matters which are subject to assessment by the MEDQ under the PDA development approval, Infrastructure Agreement and the CPM does not commence prior to the Project Coordinator receiving the MEDQ's written confirmation that:
 - i. the Pre-Construction Documents required by the CPM are in order; and
 - ii. the Project Coordinator, Certifier and Project Auditor nominated by the Development Proponent are acceptable to the MEDQ.

3. Construction Stage

3.1. During construction of the works, the Project Coordinator must:

- (a) ensure that the works or other matters which are subject to assessment by the MEDQ are undertaken in accordance with the PDA development approval and the Infrastructure Agreement
- (b) submit an updated Risk Assessment to the MEDQ within twenty (20) business days of becoming aware that the risk category of any activity has escalated to 'high-risk'

- (c) coordinate the appointment of a Project Auditor where an updated Risk Assessment shows the works, or part of the works, to be a 'high-risk' activity
- (d) coordinate the activities of all Certifiers and any Project Auditor appointed in relation to the works
- (e) prepare a document that contains the details of all inspections, testing and reporting requirements for the works and ensure that all inspections, testing and reporting requirements for the works are fulfilled
- (f) erect and maintain signage on the land for the duration of the construction of the works which contains details about the complaint resolution process, including the contact details of the Project Coordinator
- (g) notify the MEDQ in writing as soon as practicable after becoming aware of any alternative designs or standards that are being considered for the works or other matters which are subject to assessment in accordance with the relevant PDA development approval and the Infrastructure Agreement
- (h) notify the MEDQ in writing as soon as practicable after becoming aware of any non-conformances with the PDA development approval or provisions of the Infrastructure Agreement
- (i) resolve any conflicts between the standards to be achieved in different certification disciplines as soon as practicable after they arise and in consultation with the Certifiers, and
- (j) lodge with the MEDQ the construction documents described in the CPM or the Infrastructure Agreement by the time specified in the PDA development conditions or the Infrastructure Agreement.

4. Post-Construction Stage

4.1. Following construction of the works, the Project Coordinator must take the necessary steps to:

- (a) coordinate the activities of all Certifiers and any Project Auditor appointed in relation to the works to ensure that all inspections, testing and reporting requirements for the works are fulfilled
- (b) resolve any conflicts between the standards to be achieved in different certification disciplines as soon as practicable after they arise and in consultation with the Certifiers
- (c) review, collate, and lodge with the MEDQ, the Post-Construction Documents required by the CPM or the Infrastructure Agreement to ensure compliance with the PDA development approval and the Infrastructure Agreement
- (d) prepare a document that contains the details of the Maintenance Period applying to the works
- (e) comply with the MEDQ's requirements described in the CPM or the Infrastructure Agreement for the works reaching On-Maintenance, including arranging an On-

Maintenance inspection for the works and inviting any relevant External Authority and the MEDQ to attend

- (f) comply with the MEDQ's requirements described in the CPM or the Infrastructure Agreement for the works reaching Off-Maintenance, and
- (g) comply with the MEDQ's requirements described in the CPM or the Infrastructure Agreement for the handover of Contributed Assets to the relevant External Authority.

5. Responsibilities and Obligations

5.1. At all times, the Project Coordinator must:

- (a) ensure that all documents prepared by the Project Coordinator and given to the MEDQ do not contain information that is false or misleading to the best of the Project Coordinator's knowledge, and
- (b) advise the MEDQ in writing immediately on becoming aware that any document given to the MEDQ (whether or not prepared by the Project Coordinator) contains information that is false or misleading.

5.2. The Project Coordinator must co-operate with any auditor engaged by the MEDQ (the **MEDQ Auditor**) and promptly provide copies of all documents requested by the MEDQ Auditor.

5.3. The Project Coordinator must carry out his responsibilities and obligations under this Deed Poll with due care, skill and diligence.

5.4. To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the Project Coordinator under the CPM, any relevant PDA development approval, any relevant Infrastructure Agreement, the *Economic Development Act 2012* or otherwise at Law.

6. Insurance

6.1. The Entity must hold and maintain for the Term of this Deed (unless this Deed Poll is revoked, in which case the relevant period is six (6) years after revocation):

- (a) professional indemnity insurance from an Insurance Company to the value of \$5,000,000 or a higher amount required by the MEDQ in accordance with its standard policies or procedures
- (b) public liability insurance from an Insurance Company to the value of \$20,000,000 or a higher amount required by the MEDQ in accordance with its standard policies or procedures, and
- (c) any other insurance required by Law.

6.2. The insurance policies held and maintained by the Entity under clause 6.1 of this Deed Poll must cover the acts or omissions of the Project Coordinator.

6.3. The details of the insurance held by the Entity as required by this Deed Poll are described in Item 10 of Schedule A.

- 6.4. The Entity must produce a copy of the Certificate of Currency for an insurance policy held in accordance with clause 6.1 of this Deed Poll following a request made in writing by the MEDQ.

7. Term of Deed

7.1. This Deed Poll is in effect for a period of seven (7) years from either:

- (a) the date it is signed by the Project Coordinator or
- (b) the date the Works are completed and accepted Off-Maintenance under the CPM or the Infrastructure Agreement,

whichever is the later, unless it is revoked earlier on the terms of this Deed Poll (the **Term of this Deed**).

7.2. This Deed Poll may not be revoked or amended by the Entity or the Project Coordinator without the prior written approval of the MEDQ.

8. Definitions and Interpretation

8.1. Definitions

In this Deed Poll:

- (a) **CPM** means the Certification Procedures Manual dated 8 September 2017, as amended from time to time.
- (b) Undefined terms have the meaning given to them in the CPM or the Infrastructure Agreement, as the case may be.
- (c) Capitalised terms have the meaning given to them in the CPM.

8.2. Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise:
 - i. The singular includes the plural, and the converse also applies.
 - ii. A gender includes all genders.
 - iii. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - iv. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - v. A reference to conduct includes an omission, statement or undertaking, whether in writing or not.
 - vi. A reference to an *Agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether in writing or not, and a

- reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- vii. A reference to a clause is a reference to a clause in this Deed Poll.
 - viii. If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.
 - ix. A reference to *dollars* and \$ is to Australian currency.
 - x. A reference to *time* is to local time in Queensland.
 - xi. All schedules to this document form part of this document and a reference to an 'item' is a reference to an item in Schedule A.

SCHEDULE A

Item	Reference	Description												
1.	Development Proponent	Name: ACN/ABN: Address: Contact number: Email address:												
2.	Entity	Name: ACN/ABN: Address: Contact number: Email address:												
3.	Project Coordinator	Name: ACN/ABN: Address: Contact number: Email address:												
4.	PDA development approval and relevant condition	DEV / Condition No.:												
5.	Infrastructure Agreement, date and relevant clause	Name: Date: Clause No.:												
6.	The works													
7.	Land where the works will be carried out	Real Property Description: Address:												
8.	Project Coordinator's relevant educational and professional qualifications (documentation may be attached to this Deed Poll, if necessary)													
9.	Project Coordinator's professional registration													
10.	Insurance	<table border="1"> <thead> <tr> <th colspan="2">(a) Professional indemnity insurance</th> </tr> </thead> <tbody> <tr> <td>Amount (must not be less than \$5,000,000.00 or a higher amount required by the MEDQ in accordance with the MEDQ's standard policies or procedures)</td> <td></td> </tr> <tr> <td>Provider:</td> <td></td> </tr> <tr> <td>Policy number:</td> <td></td> </tr> <tr> <td>Date of commencement of policy:</td> <td></td> </tr> <tr> <td>Expiry date:</td> <td></td> </tr> </tbody> </table>	(a) Professional indemnity insurance		Amount (must not be less than \$5,000,000.00 or a higher amount required by the MEDQ in accordance with the MEDQ's standard policies or procedures)		Provider:		Policy number:		Date of commencement of policy:		Expiry date:	
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Date of commencement of policy:														
Expiry date:														

		(b)Public liability insurance	
		Amount (must not be less than \$20,000,000.00 or a higher amount required by the MEDQ in accordance with the MEDQ's standard policies or procedures)	
		Provider:	
		Policy number:	
		Date of commencement of policy:	
		Expiry date:	
		Other insurance	
		Amount:	
		Provider:	
		Policy number:	
		Date of commencement of policy:	
		Expire date:	

Executed and Delivered as a Deed Poll by the Entity at [#insert place of signing].

*******Note: Redundant signing clause to be deleted prior to signing**

Executed by [#insert name of company and ACN], in accordance with section 127 of the *Corporations Act 2001* on this [#insert date] day of [#insert month] [#insert year]:

Signature of Director

Signature of Director/Secretary

Name of Director – Print

Name of Director/Secretary - Print

OR

Executed by [#insert name of company and ACN] on this [#insert date] day of [#insert month] [#insert year] by its duly constituted Attorney under Power of Attorney Dealing No. [#insert Dealing no.] who declares he has received no notice of revocation of the Power of Attorney in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness – Print

Name of Attorney - Print

OR

Executed and Delivered as a Deed Poll by the Project Coordinator at [#insert place of signing].

Signed sealed and delivered by [#insert full name of individual] as Project Coordinator in the presence of:

Signature of Witness

Signature of Project Coordinator

Name of Witness – Print

Name of Attorney - Print

Information collected is also subject to the Right to Information Act 2009 and the Information Privacy Act 2009. The information provided may be publicly released and/or provided to third parties (including Local Government Association of Queensland, Queensland Resource Council, APPEA and others) and other government agencies—but only for the purposes for which the information is being collected. The Proponent's personal information will be stored on departmental files and may be disclosed for purposes required by law.