

Economic Development Act 2012

Certification Procedures Manual

September 2013

The Department State Development, Infrastructure and Planning is responsible for driving the economic development of Queensland.

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1. Background

On 1 February 2013, the *Economic Development Act 2012* (“ED Act”) was proclaimed in Queensland. The Act’s primary purpose is to create the appropriate structure and governance arrangements for the Minister for Economic Development Queensland (MEDQ), who has responsibility for the planning, co-ordination, promotion and control of development of Priority Development Areas (PDAs) of land in Queensland for residential, industrial and commercial purposes.

Within a declared PDA, the Department of State Development, Infrastructure and Planning (DSDIP) or local government authority, on behalf of the Minister of Economic Development Queensland (MEDQ), will facilitate the availability of land and the provision of infrastructure. The MEDQ will also assume the planning powers of local government and some State agencies, including assessment powers, through the assessing and deciding of PDA development applications.

The MEDQ assesses PDA development applications for land within a PDA (against either an interim land use plan or a development scheme), for the following aspects of development:

- Making a material change of use of premises;
- Reconfiguring a lot;
- Carrying out building work; and
- Carrying out operational work.

This manual is a supporting document and does not form part of an interim land use plan or development scheme.

Where approving a PDA development application, conditions may be imposed in relation to aspects of the development to ensure compliance against nominated standards and to nominate an assessing authority for the condition.

The MEDQ has established a certification process relating to operational works and for other assessment required under a PDA development condition. This manual sets out the certification process. The certification process needs to only be followed where required by a PDA development condition.

2. Purpose

The purpose of the *Economic Development Act 2012* Certification Procedures Manual is to ensure the satisfactory certification and construction of works in accordance with nominated standards as identified in a PDA development condition.

The *Economic Development Act 2012* Certification Procedures Manual removes the need for a PDA development application to be made for operational works, if the MEDQ has granted a PDA development approval with conditions (such as for a material change of use or reconfiguring a lot) that set a Nominated Assessing Authority (NAA) and standards to be complied with. As well, the certification process can be used for other requirements of PDA development conditions, such as landscaping works, infrastructure plans etc, again, where the condition states a NAA and standards to be complied with. Subject to the applicant properly following the procedures set down here, the benefits of this certification process may include:

- Less demand on development assessment resources;
- Reduced approval timeframes;
- Ability to commence construction earlier; and
- Reduced holding costs for the owner/development proponent.

3. Scope

This certification process is to be used when required by the conditions of any PDA development approval.

It should be noted that there may be certain instances (as determined by the MEDQ) where operational works will not be subject to this certification process but will instead require a subsequent PDA development application to be made. Examples may include operational works for significant trunk infrastructure or other high risk operational works as demonstrated in the project co-ordinator's risk assessment (see section 6.2 in respect of the pre-application stage).

No operational works or other works subject to this certification process are to be carried out on land in a PDA until the project co-ordinator receives a notice from the MEDQ acknowledging the certification documents have been lodged and are acceptable to the MEDQ.

The disciplines that can utilise this certification process include, but are not limited to, the following:

- Engineering/infrastructure works, such as civil infrastructure;
- Architecture/urban design, such as building design treatment and sustainability;
- Landscape architecture, such as private and public landscape areas;
- Geotechnical engineering
- Environmental engineering, such as noise attenuation measures;
- Ecology, such as vegetation management; and
- Other disciplines as identified by the MEDQ in a PDA development condition.

4. Standards

A PDA development condition will nominate the technical standards with which the operational works and/or other works are to comply or any standard to be achieved for any other assessment required by the PDA development condition. By way of example only, in relation to engineering/infrastructure works, the nominated standards are likely to be the latest versions of:

- (1) **Roadworks** – standards included in PDA guideline no.13 Engineering standards, eg PDA guideline no.6 – Street and movement network, Queensland Complete Streets and Austroads for higher order roads. These documents provide guidance on a range of issues such as road speed environment, road safety, bicycle management, pedestrian management, public transport and services allocations. These functional requirements must all be addressed in the design as well as incorporating water sensitive urban design.
- (2) **Earthworks** - AS3798 (Guidelines on Earthworks) and Erosion & Sediment Control – Best Practice documents as specified by the International Erosion Control Association (Australasia);
- (3) **Stormwater Drainage** – Queensland Urban Drainage Manual (QUDM), Implementation Guideline No 7 Water Sensitive Urban Design Objectives for Urban Stormwater Management (SEQ Regional Plan 2005-2026), Environmental Protection Policy (Water) 1997 including Schedule 1; and
- (4) **Water and Sewer** – as specified by the Water Services Association of Australia (WSAA).

These listed technical standards are deliberately broad. The intention is to enable reasonable scope for the adoption of innovative approaches, without being unnecessarily constrained by prescriptive guidelines.

In some instances, the MEDQ will (in the PDA development condition) identify where external authority standard drawings should be applied. For complex development matters, the MEDQ may also necessitate the adoption of more stringent standards and policies to manage high order risks. Furthermore, any conditions of a PDA development approval may refer to more development specific requirements, standards and/or guidelines.

5. Responsibilities

5.1 General

There are five identified parties associated with the successful delivery of this certification process, being the owner/development proponent, the project co-ordinator, the certifier(s), the MEDQ and the development co-ordinator. Each party has responsibilities and obligations to fulfil as part of this certification process.

5.2 Owner / development proponent

The owner/development proponent will appoint the certifier(s), project co-ordinator and/or development co-ordinator (as nominated in the PDA development conditions) and will ultimately be responsible for compliance with the PDA development conditions.

5.3 Project co-ordinator

The project co-ordinator:

- must undertake a risk assessment of the proposed operational and other works prior to the lodgement of the PDA development application;
- is responsible for the co-ordination of all certification requirements associated with the operational works and other works required by the PDA development approval;
- is responsible for the preparation, co-ordination, monitoring and endorsement of the risk assessment associated with the proposed operational and other works, based on the risk framework outlined in this manual (refer to risk assessment template in attachment 10.2);
- is responsible for the resolution of conflicting requirements between certifier disciplines;
- must notify the MEDQ of any alternative designs or non-conformances with the standards and guidelines listed in the PDA development conditions;
- must ensure that all documents given to the MEDQ by the project co-ordinator do not contain information that is false or misleading, to the best of the project co-ordinator's knowledge;
- is to submit to the MEDQ a co-ordinated package of all certified work at the times identified in the PDA development conditions; and
- must hold and maintain the insurance required by the PDA development conditions or certification deed.

The project co-ordinator may or may not be one of the certifiers nominated for the project in the PDA development conditions. In most instances it would be appropriate to appoint the civil engineer as the project co-ordinator. It is strongly preferred that the project co-ordinator and an owner/development proponent be separate entities,

however, if the owner/development proponent wishes to be the project co-ordinator this may be accepted by the MEDQ. The nomination of this role by the MEDQ (in the PDA development condition) will be dependent upon the project nature and the project management/delivery.

5.4 Certifier

Each certifier:

- must advise the MEDQ of the relevant standard(s) which the works or other requirements must meet and which will be nominated in the PDA development conditions;
- must be recognised (by the MEDQ) in the State of Queensland as a suitably qualified and experienced professional (for instance a RPEQ or equivalent) to certify the relevant works and other matters requiring assessment under the certification process;
- will be responsible for certifying that the operational works and other works adhere to relevant legislation, policies and standards and the conditions of the PDA development approval;
- must ensure that all documents given to the MEDQ do not contain information that is false or misleading; and
- must hold and maintain the insurance required by the PDA development conditions or certification deed.

One of the certifiers may also be nominated (in the PDA development conditions) as the project co-ordinator for the certification process, depending upon the project nature and project management / delivery.

5.5 The MEDQ

The MEDQ, as the assessment manager and regulator of new development in a PDA, is responsible for assessing all PDA development applications. Where approving a PDA development application, PDA development conditions may be imposed to trigger the operation of this certification process.

5.6 Development co-ordinator

Where the risk assessment set out in section 6.2 of this manual identifies a high risk activity, the project co-ordinator is required to appoint an independent development co-ordinator.

The development co-ordinator must:

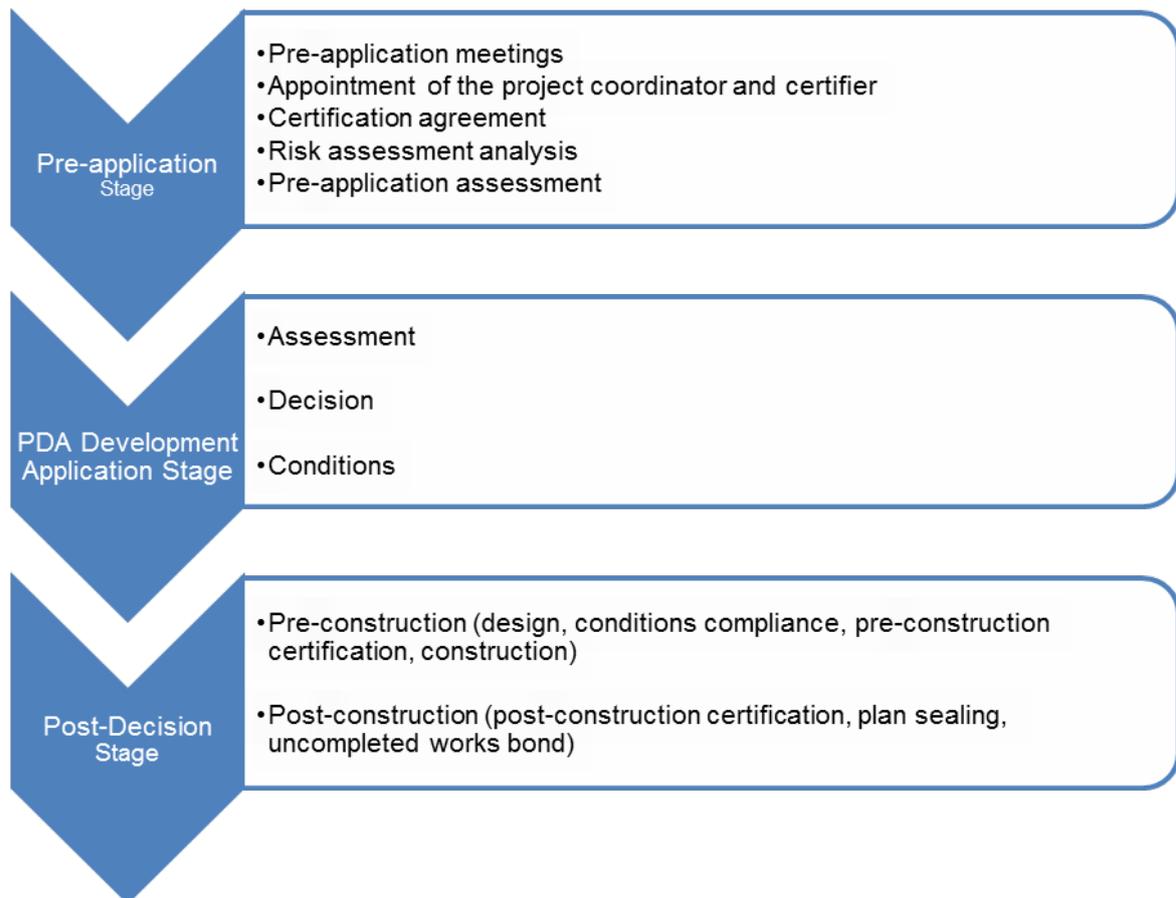
- review the associated issues, including proposed management measures for reducing the identified risk; and
- provide a written review and recommendations to the project co-ordinator for their consideration, which must be included in the certification documentation that is submitted to the MEDQ.

The owner/development proponent is responsible for the costs of engaging the development co-ordinator.

6. Procedures

6.1 General

The following flowchart outlines the certification process and key components for each stage. This certification process intends to encourage an up front and proactive approach to ensure that operational works and other assessment associated with some PDA development approvals (such as for a material change of use and reconfiguring a lot and where indicated in a PDA development condition) comply with the standards, policies and guidelines nominated by the MEDQ. The process consists of three stages to ensure that development impacts are managed adequately. Significant preparation by the owner/development proponent is necessary in the first stage, having regard to all relevant standards. Subsequent stages show whether and how those standards have been met.



6.2 Pre-application stage

This is the most critical stage of the entire certification process. Done well, this stage will primarily benefit the owner/development proponent, as it should provide a greater degree of certainty in the development outcomes and result in time and cost savings. The key components of this stage are set out below.

6.2.1 Pre-application meetings

It is highly recommended that the MEDQ is contacted to schedule a series of pre-application meetings to discuss the owner/development proponent's proposal. At the initial meeting, the MEDQ will outline the certification process, the responsibilities of each party involved in the certification process and the likely technical standards, policies and guidelines. Copies of the certification procedures manual can be downloaded from the MEDQ website www.dsdip.qld.gov.au

Actions

- The MEDQ is contacted to organise a pre-application meeting (refer to the website www.dsdip.qld.gov.au for how to organise pre-application meeting);
- Owner/development proponent to assemble its project team as required by the certification process;
- Over the course of several pre-application meetings, the owner/development proponent and its project team can submit reports and drawings to the MEDQ for pre-application feedback;
- Where necessary, other relevant entities (eg the local government) that have an interest or are directly impacted by the proposed development (e.g. through connections to the entity's infrastructure) are contacted by the MEDQ or owner/development proponent; and
- The MEDQ to provide feedback so that any necessary amendments can be made prior to lodging the PDA development application.

6.2.2 Appointment of the project co-ordinator and certifier

Appointment of the project co-ordinator and certifier(s) is subject to each relevant person completing and lodging the applicable certification deed (attachment 10.1) with the MEDQ. The MEDQ will decide whether the suggested project co-ordinator or certifier will be nominated in the PDA development approval. The MEDQ may not accept the deed if a suggested project co-ordinator or certifier is being investigated in relation to previous project coordination/certification work done under this certification process.

During the pre-application stage, the MEDQ will work with the owner/development proponent to determine the technical requirements for the proposed development and whether the certification process can apply to the proposed development. Once determined, the certifier(s) and project co-ordinator will be required to sign a certification deed (attachment 10.1) that:

- Lists the person's qualifications, experience and professional registration details; and

- Acknowledges the party's responsibilities and obligations.

The owner/development proponent must also sign a certification deed.

Actions

- The MEDQ to provide copies of the relevant certification deeds to the project co-ordinator;
- Owner/development proponent, project co-ordinator and each certifier to complete the relevant certification deed;
- Owner/development proponent to forward all of the signed certification deeds to the MEDQ.

6.2.3 Risk assessment analysis

To protect the community and environment, it is necessary to critically assess the risks associated with the proposed works. The risk management carried out by the project co-ordinator during the pre-application stage will provide a mechanism to trigger appropriate risk mitigation, by either managing the risks or, where the risks are high, obtaining peer review of the proposed works or requiring approval from the MEDQ.

To determine the risks associated with the proposed operational works, along with appropriate certification requirements, it is important that a risk assessment is undertaken for each proposed development. It is necessary that risks associated with all operational works are appropriately based on the risk framework approach outlined in AS/NZS ISO 31000:2009 Risk management – Principles and guidelines.

This risk assessment must be continually updated by the project co-ordinator throughout the duration and delivery of the proposed development.

In particular the following is noted:

- Any event that has either a high likelihood of occurring or the consequences resulting from a risk event occurring are significant, shall automatically require that the issues associated with that event be reviewed by a development co-ordinator (refer section 5.6); and
- Any event that results in a moderate or high risk will require that risk mitigation measures be implemented, so that a low risk results.

The risk assessment template (attachment 10.2) can be used as a guide for the steps to be undertaken as part of the risk assessment and also a list of common technical parameters to be considered in the assessment. This list is not all-inclusive and will differ for each site and proposal. In managing identified risks, the appropriate treatment may include imposing site-specific conditions and requiring a review by an auditor of the specific issues (refer section 5.6).

Actions

- Project co-ordinator to complete risk assessment of the proposed development (at the pre-application stage) and determine the appropriate tools to manage identified risks;
- Project co-ordinator to provide an outline of their risk assessment for the proposed development to the MEDQ;
- If the project co-ordinator's risk assessment aligns with the MEDQ's expectations, the MEDQ will notify the project co-ordinator; and
- If required, the project co-ordinator to appoint a development co-ordinator.

6.2.4 Pre-application assessment

To ensure a streamlined and transparent process, it is the MEDQ's intention that significant decisions (in relation to standards and certification) will be made and negotiations will occur during the pre-application stage. This up front process will enable all parties to understand the expectations and intent of the proposed development for the works, particularly with regard to certification requirements. In instances where sufficient information is provided prior to the lodgement of the development application, the MEDQ may supply pre-application assessment and even draft conditions.

Actions

- Project co-ordinator to provide relevant technical documents, plans and materials to the MEDQ to enable the MEDQ development conditions to be formulated by the MEDQ; and
- The MEDQ to provide the project co-ordinator with feedback and necessary amendments to be made to the proposed development application and in some instances the MEDQ may provide draft conditions.

6.3 Development application stage

6.3.1 Assessment

Following lodgement of the PDA development application, the MEDQ will determine if the application is properly made. Once accepted, the MEDQ will undertake a formal detailed assessment in accordance with the Act, interim land use plan or development scheme and other relevant standards, policies and guidelines (refer to section 4.0 of this manual).

6.3.2 Decision

The MEDQ will decide to grant all or part of the PDA development approval applied for subject to conditions decided by the MEDQ.

6.3.3 Conditions

Where approving the PDA development application, the MEDQ may impose conditions and, in doing so, will have regard to the certification requirements for the relevant operational works and other requirements that the MEDQ considers can be certified in accordance with this certification procedures manual. The PDA development condition(s) will identify:

- the specific works or other matters that are to be assessed;
- the basis for assessment of the particular works and matters (ie identify the standards to apply);
- each certifier (who must have entered into a certification deed) to carry out the certification of the particular matters;
- the project co-ordinator (who must have entered into a certification deed);
- when any requirements are to be undertaken;
- subsequent submissions (pre-construction and post construction) required by the project co-ordinator; and
- audit requirements (refer section 7.0).

Actions

- After lodgement of the PDA development application, the MEDQ to undertake detailed assessment of the proposal;
- The MEDQ may impose PDA development conditions, which may nominate an assessing authority and a standard to be complied with, thereby requiring this certification process to be complied with; and
- Project co-ordinator to review PDA development conditions to be imposed in the PDA development approval.

6.4 Post decision stage

The project co-ordinator is to ensure that the development complies with the PDA development conditions and, as such, the relevant the MEDQ design standards and guidelines as identified in the PDA development condition. Compliance actions associated with certification matters are to be undertaken by the relevant certifier(s) and managed by the project co-ordinator. Any non-compliance is to be identified and the project co-ordinator must obtain confirmation from the MEDQ that it accepts the non-compliance.

This stage will involve the certifier(s) and project co-ordinator working together to undertake the certification process, in accordance with this manual, and the PDA development conditions. For these parties to obtain the maximum benefits out of the certification process, they need to clearly understand their responsibilities and obligations as outlined in Section 5 of this manual. The steps associated with this stage are:

6.4.1 Pre-construction certification

During the pre-construction certification stage, the certifier(s) and project co-ordinator are to co-ordinate the design to ensure it accords with the PDA development conditions. Where required by the PDA development conditions, plans and documents are to be assessed for compliance with the PDA development conditions by the nominated certifier(s) and, if required by the risk assessment, reviewed by the development co-ordinator (refer section 5.6)

To demonstrate pre-construction certification, a co-ordinated document with the relevant forms (attachment 10.3) is to be lodged with the MEDQ by the project co-ordinator. The MEDQ will then acknowledge the receipt of the documentation, which will be the trigger for construction to commence.

Actions

- Project co-ordinator to co-ordinate and document pre-construction design certification to lodge the submission with the MEDQ;
- Certifier(s) to certify that pre-construction design complies with PDA development conditions and approved drawings (in accordance with the pre-construction certification form - attachment 10.3);
- Provide to the MEDQ written evidence from public utility providers (for water, sewer, gas, power, communications etc) that permission has been obtained for service connections or creation of public utility easements;
- Where external authorities have design certification roles (eg Qld Urban Utilities, UnityWater, DTMR), provide approved drawings from external authority for donated assets. Fees for such design certification/review will need to be paid by the proponent;
- Applications to proceed with works are to be made to the MEDQ by the project co-ordinator submitting the project co-ordinator's submission form (attachment 10.3);
- The MEDQ is to acknowledge in writing receipt of the project co-ordinator's submission; and
- Construction may commence upon receipt of the MEDQ's written confirmation that the works may proceed, subject to the completion of the pre-construction coordination phase.

6.4.2 Pre-construction coordination

Upon receipt of the MEDQ acknowledgement of pre-construction certification, the project co-ordinator is to undertake a co-ordination phase.

Actions

- Create a list of external authorities impacted by works; ie Department of Transport and Main Roads (DTMR) and/or local authority, Department of Natural Resources and Mines (DNRM), water/sewer authorities, other service providers or easement holders (ie Powerlink, Energex) noting areas of site impacted and contact details;
- Determine and document details for inspection, testing and reporting during construction that is required by project certifiers or external authorities. Determine required completion documentation including as-constructed formats;
- Determine and document details for future inspections and reviews by external authorities, in order for them to accept works, including fees that will apply to these inspections and reviews;
- Clarify and document maintenance periods to apply to the works, including separate sections as appropriate for different elements. Notate organisations that will undertake periodic maintenance, particularly if this is an external authority;
- Provision of certified plans to parties for information only;
- Project co-ordinator to invite external authorities to pre-start meeting, including provision of details of items (i) – (v) as appropriate. This is an information meeting only with authorities as observers; and
- Provide external authorities with contact details for complaint resolution direct with project co-ordinator rather than the MEDQ. Provide public signage of such at boundaries of development and consider community consultation options.

6.4.3 Construction coordination

It is the responsibility of the project co-ordinator to ensure that all testing and reviews necessary for post-construction certification are undertaken, including site audits by certifier(s) and external authorities at appropriate times. Any non-conformances to design and complaints are to be recorded.

6.4.4 Post-construction certification

The post-construction certification process will require the project co-ordinator's inspection of pre-construction certification decisions, plans, documents and other material, to ensure compliance with relevant PDA development conditions. This will include (but is not limited to) the provision to the MEDQ of as-constructed drawings, geotechnical certificates, compliance test records, closed circuit television video of pipework and any other things necessary to provide proof of compliance with the PDA development approval.

The certifier(s) will need to certify that the relevant works have been carried out in accordance with the PDA development conditions. If required by the PDA development conditions, the development co-ordinator may be required to review this certification

process. The project co-ordinator will be responsible for documenting the certification and compliance process and submission of the post-construction certification form (attachment 10.3), which is to be lodged with the MEDQ.

The project co-ordinator is to arrange the necessary post-construction maintenance inspections by certifier(s), with representatives of external authorities attending as determined during pre-construction coordination and advise the MEDQ of inspections with sufficient notice to allow the MEDQ representatives to attend at their discretion. Payment of fees required by external authorities for maintenance inspections is the responsibility of the developer.

As-constructed drawings and information are to be provided to the MEDQ in the formats required by the external authorities or ultimate asset owner, as they will be on-forwarded by the MEDQ without amendment.

Actions

- Applications for post-construction certification (practical completion) are to be made by completing and submitting the post-construction certification form (attachment 10.3).
- Where required by the MEDQ, an auditor may be engaged to review the certification process and decisions made by the certifier(s) and the project co-ordinator and confirm that the development has achieved the required technical outcomes.
- The MEDQ to provide written confirmation of its acknowledgment of the post-construction certification.

6.4.5 Plan sealing

If required by the proposed development, the sealing of survey plans for the reconfiguration and the registration of new titles occurs after acceptance by the MEDQ of post-construction certification. If plan sealing is required, an application must be made to the MEDQ in the form contained in attachment 10.3.

Furthermore, the MEDQ may accept, at its discretion, the bonding of uncompleted works allowing for the early sealing of plans and registration of titles. An application to bond uncompleted works may be made to the MEDQ by following the procedures set out in section 6.4.8) of this manual, including completing and submitting the relevant application form as contained in attachment 10.3.

Actions

- Project co-ordinator to submit the plan sealing application form (available on-line at www.dsdiq.qld.gov.au) for compliance with PDA development conditions and, if required, the relevant fee to the MEDQ for endorsement.
- Where relevant, provide to the MEDQ written evidence from the local government regarding street naming and numbering, permission for service connections or creation of public utility easements.

6.4.6 Maintenance period

At completion of the post-construction certification process, the works, which are to become the MEDQ/external authority assets, will be considered fit-for-use and the maintenance period will commence.

During the maintenance period, responsibility and liability for rectification of defects and maintenance of the works lies with the owner/development proponent and not with the MEDQ or the external authority. This includes repairing or replacing any damage caused by builders, utility service providers and the general public. It is the responsibility of the development proponent to recover costs caused by the actions of others (including the MEDQ or external authority), where possible or deemed necessary.

The maintenance requirement is considerably more than defects liability requirements that commonly exist under construction contracts and the development proponent is to make appropriate allowances to meet requirements, including agreements with external authorities for maintenance of specific infrastructure items, viz: pump stations, water quality devices, etc.

The owner/development proponent must take all necessary steps to minimise the occurrence of damage to the asset(s). In circumstances where the MEDQ must undertake emergency repair works to ensure public safety or mitigate damage to the environment, the MEDQ will recover the costs from the owner/development proponent.

A security against the maintenance requirement shall be lodged with the MEDQ prior to the commencement of the maintenance period, being 5% of the value of the completed works that are to become the MEDQ or external authority assets. The amount of the security is to be determined by an RPEQ, who shall submit a certified, detailed schedule of the scope of completed works subject to handover as an asset to the MEDQ or external authority.

The MEDQ again will acknowledge in writing the submission by the project co-ordinator. The MEDQ acknowledgment in writing will nominate the date that the maintenance period will commence and the project will be considered 'on-maintenance'. The length of the maintenance period shall be 12 months, unless otherwise specified in the relevant PDA development condition.

Actions

- Project co-ordinator to lodge security with supporting documentation; and
- The MEDQ to acknowledge submission documenting maintenance period start date and length.

6.4.7 Project completion

At the expiry of the length of time stated for the maintenance period in the PDA development condition, the owner/development proponent shall undertake their own inspections and make good any works as they see fit. They shall then write to the MEDQ and request that the maintenance period be completed. In the absence of any time period stated in the condition, the default maintenance period shall be 12 months.

The MEDQ and the owner/development proponent shall make a joint inspection of the works. The MEDQ may require that external authorities attend the joint inspection to provide advice. The costs for such attendance are to be met by the development proponent

At its discretion, the MEDQ may:

- Accept the works as presented, in which case the maintenance period is completed;
- Require rectification works by the owner/developer proponent, to be followed by a further joint inspection of the works; or
- Require further works, if it is considered that compliance with the PDA development approval has not been achieved; and
- In the event that the development proponent is unable to rectify defects within a reasonable time frame, elect to complete the works using security provided.

The MEDQ will write to the owner/development proponent to acknowledge the completion of the maintenance period, noting the project or stage “off-maintenance” and will return the security lodged less any costs incurred by the MEDQ in maintaining the works.

At this point, the assets will be handed over to the MEDQ or external authority as appropriate and development proponent’s responsibility and liability shall cease.

Notwithstanding the above, for water and sewerage assets, handover to the relevant authority will occur at ‘on-maintenance’ and the proponent’s responsibility and liability for attending to defects will be required until ‘off-maintenance’ acceptance, whereupon it will cease.

6.4.8 Bonding of uncompleted works

If the works are not yet complete and the owner/development proponent nevertheless wants the MEDQ to approve the survey plan for reconfiguring a lot, the development proponent can request the remaining uncompleted works be bonded. The following minimum criteria will need to be demonstrated:

- All works required by the PDA development conditions have been completed (except for the works to be bonded) and certified designs as set out in the pre-construction criteria of this document;
- All works to be bonded can be completed within three months of the date of application, with reasonable allowance for wet weather and other delays;
- All bulk earthworks are completed for road formations and allotments;

-
- Water and sewer reticulation shall be available to each allotment with connections being completed with the provision of 'as-constructed' plans within two months of plan sealing;
 - Payment of external authority water and sewer connection fees;
 - The total value of all uncompleted works, including water (potable and recycled) and sewerage, does not exceed 50% of the total value of all works required to be completed under the PDA development approval;
 - All outstanding rates, fees and levies associated with the land have been paid; and
 - All monetary contributions required by the PDA development approval are paid.

The certifier for the engineering aspects must provide the following using the post-construction certification form:

- Certification of the value of the uncompleted works, including a detailed schedule of the scope and cost of the uncompleted works and the total value of all works required to be completed under the PDA development approval;
- Certification that all bonding criteria are met; and
- Certification that there is a contract in place for the works subject to bonding and that the works are proceeding.

The project co-ordinator is to provide the uncompleted works Guarantee and Undertaking form in attachment 10.3 of this manual along with:

- The required certification forms; and
- A bond amounting to 125% of the certified value of the uncompleted works.

Where the amount of the bond is \$200,000 or less, the owner/development proponent is required to provide a deed poll (refer Attachment 10.3) along with security for the agreed bond amount. The bond document is in a standard format supplied by the MEDQ and the security is generally in the form of an unconditional bank guarantee from a major Australian trading bank to the satisfaction of the MEDQ.

Where the amount of the bond exceeds \$200,000, the owner/development proponent is required to enter into a deed (refer Attachment 10.3) drawn up by the MEDQ at the owner's/development proponent's expense and provide security, generally in the form of an unconditional bank guarantee from a major Australian trading bank to the satisfaction of the MEDQ.

7. The MEDQ audit

At its discretion, the MEDQ will arrange for an audit of a project to check that all parties have undertaken the correct procedures, the certifications are appropriate and the required development outcomes have been achieved. This process will be initiated and paid for by the MEDQ, which will appoint the auditor and set the terms of reference for the audit. The projects or processes chosen for audit will be at the MEDQ's discretion. For each particular project subject to an audit, all parties associated with the certification process (see section 5.1 of this manual) must provide the auditor with complete copies of all records and files requested by the auditor. The auditor will provide a report to the MEDQ. If the audit identifies deficiencies or inconsistencies in a project, the owner/development proponent is responsible for rectifying these matters.

To remove any doubt, the MEDQ's audit process is separate from the audit undertaken by a development co-ordinator where required by the risk assessment.

8. Offences and penalties

Regrettably, there may be instances where the MEDQ will be required to enforce compliance or issue penalties for non-compliance with its requirements. In addition, there may be a number of consequences that flow from non-compliance with the requirements of the certification process, such as:

- The MEDQ may report any certification negligence to the certifier's relevant professional board and/or organization, such as the Board of Professional Engineers. There is therefore, a risk of a loss of reputation within the development industry and among their peers.
- Where a certifier or project co-ordinator who has previously not complied with the requirements of this certification process is suggested by an owner/development proponent, the PDA development application may receive a higher level of scrutiny by the MEDQ.
- The professional may not be nominated as a project co-ordinator, certifier or development co-ordinator in future PDA development conditions.

9. Definitions

The following terms used in this manual have the meaning assigned to them below.

Applicant – a person or party who is listed as the applicant on the PDA development application form

Certifier – a person nominated by the MEDQ in a PDA development condition as the certifier for this manual

Development co-ordinator – a person who is nominated by the project co-ordinator as the development co-ordinator.

Development proponent – the proponent of the development, who may also be the owner of the land to be developed

the ED Act – the *Economic Development Act 2012*

External authority – an authority external to the MEDQ, eg local government, water and sewerage utilities, etc

Material change of use - as defined in the *Economic Development Act 2012*

Nominated Assessing Authority (NAA) – as defined in the *Economic Development Act 2012*

On maintenance period – a period of time, following the construction of works that are to become the MEDQ or external authority assets, during which the owner/development proponent remains responsible for the constructed works

Operational work – as defined in the *Economic Development Act 2012*

Owner – as defined in the *Economic Development Act 2012*

PDA - Priority Development Area as defined in the *Economic Development Act 2012*

PDA assessable development - as defined in the *Economic Development Act 2012*

PDA development application - as defined in the *Economic Development Act 2012*

PDA development approval - as defined in the *Economic Development Act 2012*

PDA development condition – as defined in the *Economic Development Act 2012*

Project co-ordinator – a person nominated by the MEDQ in a PDA development condition as the project co-ordinator for this Manual.

Reconfiguring a lot - as defined in the *Economic Development Act 2012*

10. Attachments

10.1 Certification deeds

**CERTIFICATION DEED POLL
OF THE OWNER/DEVELOPMENT PROPONENT**

In favour of: Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")

By: The entity named in Item 1 of Schedule A
(the "Owner/Development Proponent")

RECITALS

- A. The owner/development proponent intends to make to the MEDQ the PDA development application stated at Item 2 of Schedule A (the "Application") in respect of the land stated at Item 3 of Schedule A (the "Land").
- B. If a PDA development approval is granted by the MEDQ, there may be some works or other matters that are required to be assessed in accordance with the MEDQ's certification procedures manual (the "Manual").
- C. The owner/development proponent makes this Deed Poll in favour of the MEDQ in accordance with the requirements of the Manual.

This Deed Poll provides:-

1. RESPONSIBILITIES AND OBLIGATIONS

- 1.1 The owner/development proponent must, prior to making the Application:-
 - (a) ensure that each person to be named as the certifier, project co-ordinator and development co-ordinator in any PDA development approval that is granted by MEDQ for the Application has signed the relevant certification deed in the Manual; and
 - (b) allow the MEDQ and its officers, agents, consultants, contractors and subcontractors reasonable access to the Land for the purpose of inspecting the Land. This right of access will continue after the Application is made.
- 1.2 If a PDA development approval is granted by the MEDQ for the Application, the owner/development proponent must:
 - (a) ensure all work undertaken by the certifier(s), project co-ordinator and development co-ordinator appointed by the owner/development proponent is in accordance with the PDA development approval; and
 - (b) allow the MEDQ and its officers, agents, consultants, contractors and subcontractors reasonable access to the Land for the purpose of inspecting the works on the Land as they proceed.
- 1.3 The owner/development proponent must comply with the requirements of the Manual and the PDA development approval in respect of works which will become the MEDQ or local government assets.

-
- 1.4 The owner/development proponent must comply with the requirements of the Manual and the PDA development approval with respect to bonding uncompleted works.
 - 1.5 To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the owner/development proponent under any PDA development approval, the *Economic Development Act 2012* or otherwise at law.

2. TERM OF DEED

- 2.1 This Deed Poll is in effect from the date it is signed by the owner/development proponent until:
 - (a) where there are no works that will become the MEDQ or external authority assets, the date that is 12 months after the issuing of the certificate of classification for the development under the PDA development approval granted for the Application or sealing of the last survey plan for the development under the PDA development approval granted for the Application, whichever is the later; or
 - (b) where there are works that will become the MEDQ or external authority assets, the completion of the on maintenance period, in accordance with the Manual.
- 2.2 This Deed Poll may not be revoked or amended without the owner/development proponent giving prior written notice to the MEDQ.

3. DEFINITIONS

Terms used in this Deed Poll and not separately defined but which are defined in the Manual, have the meaning assigned to them by the Manual.

SCHEDULE A

Item	Reference	Description
1.	Owner/development proponent	(a) Name (b) Address
2.	Description of Proposed PDA Development Application	..... .....
3.	Land the subject of the Proposed PDA Development Application	(a) Real Property Description (b) Address

EXECUTED AS A DEED POLL

*****NOTE: Redundant signing clause to be deleted**

EXECUTED as a DEED POLL by)
 [INSERT NAME OF COMPANY AND ACN])
 this day of 20..... in)
 accordance with the *Corporations Act 2001*)

_____ Director

_____ Director / Secretary

SIGNED SEALED AND DELIVERED by)
 [NAME], in the presence of:)
)

 (Witness - Signature)

 (Development co-ordinator - Signature)

 (Witness - Print Name)

on:

 (Date)

Disclaimer

The information collected on this Agreement will be used by the Minister for Economic Development Queensland (MEDQ) in accordance with the assessment of your PDA development application and in relation to the works that may be undertaken in accordance with a PDA development approval that is issued. Your personal details will not be disclosed for a purpose outside the planning process, except where required by legislation (including the Freedom of Information Act 1992) or required by Parliament. This information may be stored in a Minister for Economic Development Queensland database. The information collected will be retained as required by the Public Records Act 2002. Its contents should not be construed that the MEDQ would approve or refuse this application.

**CERTIFICATION DEED POLL
OF THE PROJECT CO-ORDINATOR**

- In favour of: Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")
- By: The entity named in Item 1 of Schedule A
(the "Entity")
- And By: The person named in Item 2 of Schedule A
(the "Project co-ordinator")

RECITALS

- A. The owner/development proponent intends to make to the MEDQ the PDA development application stated at Item 3 of Schedule A (the "Application") in respect of the land stated at Item 4 of Schedule A (the "Land").
- B. If a PDA development approval is granted by the MEDQ, there may be some works or other matters that are required to be assessed in accordance with MEDQ's certification procedures manual (the "Manual").
- C. The owner/development proponent has requested the MEDQ nominate the project co-ordinator as a project co-ordinator for the works and other matters that may be subject to assessment in accordance with the Manual, under any PDA development approval that may be issued in respect of the Application.
- D. The Entity and the project co-ordinator make this Deed Poll in favour of the MEDQ in accordance with the requirements of the Manual.

This Deed Poll provides:-

1. PROJECT CO-ORDINATOR

- 1.1 The project co-ordinator is an employee/contractor/consultant/partner of/in the Entity.
- 1.2 The project co-ordinator has the relevant educational and professional qualifications stated at Item 5 of Schedule A.
- 1.3 The project co-ordinator's professional registration details are as stated at Item 6 of Schedule A.

2. PRE-APPLICATION STAGE

The project co-ordinator must:

- 2.1 prior to the Application being made by the owner/development proponent, prepare a risk assessment (the "Risk Assessment") for the works or other matters which will be subject to assessment under the Manual, in accordance with:
 - (a) the Manual;

- (b) *Australian Standard: AS/NZS ISO 31000:2009 Risk management – Principles and guidelines*; and
 - (c) best practice; and
- 2.2 following any approval being granted by the MEDQ for the Application, regularly update the Risk Assessment and provide an updated copy to the MEDQ.

3. POST-DECISION STAGE

If a PDA development approval is granted by the MEDQ for the Application, the project co-ordinator must:

- 3.1 co-ordinate all certifiers nominated in the PDA development approval;
- 3.2 resolve any conflicts that arise between the standards to be achieved in different certification disciplines as soon as practicable after they arise and in consultation with the MEDQ;
- 3.3 lodge with the MEDQ the submission form for pre-construction certification, in accordance with the Manual;
- 3.4 ensure that construction of the works subject to assessment under the Manual does not commence prior to the project co-ordinator receiving the MEDQ's written confirmation that the works may proceed;
- 3.5 ensure the works or other matters which are subject to assessment under the Manual are undertaken in accordance with the PDA development approval;
- 3.6 notify the MEDQ in writing as soon as practicable after the project co-ordinator becomes aware of any alternative designs or standards that have been adopted for the works or other matters which are subject to assessment under the Manual;
- 3.7 notify the MEDQ in writing as soon as practicable after the project co-ordinator becomes aware of any non-conformances with the PDA development conditions; and
- 3.8 lodge with the MEDQ the submission form for post-construction certification, in accordance with the Manual, before the date specified in the PDA development conditions.

4. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 4.1 At all times the project co-ordinator must:-
 - (a) ensure that all documents prepared by the Project co-ordinator and given to the MEDQ do not to the best of his or her knowledge contain information that is false or misleading; 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 co-ordinator) contains information that is false or misleading.
- 4.2 The project co-ordinator must carry out his or her responsibilities and obligations under this Deed Poll with due care, skill and diligence.

-
- 4.3 To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the project co-ordinator under any PDA development approval, the *Economic Development Act 2012* or otherwise at law.

5. INSURANCE

- 5.1 The Entity must hold and maintain for the Term of the Deed:
- (a) professional indemnity insurance for \$5,000,000 from an insurer and on terms acceptable to the MEDQ;
 - (b) public liability insurance to the value of \$20,000,000 from an insurer and on terms acceptable to the MEDQ; and
 - (c) any other insurance required by law, from an insurer and on terms acceptable to the MEDQ.
- 5.2 The insurance policies held and maintained by the Entity must cover the acts or omissions of the project co-ordinator.
- 5.3 The details of the insurance held by the Entity as required by this Deed Poll are stated at Item 7 of Schedule A.
- 5.4 The Entity must produce a copy of an insurance policy following a request made by the MEDQ.

6. TERM OF DEED

- 6.1 This Deed Poll is in effect for a period of seven years from the date it is signed by the Project co-ordinator (the "**Term of the Deed**").
- 6.2 This Deed Poll may not be revoked or amended without prior written notice being given to the MEDQ.

7. DEFINITIONS

Terms used in this Deed Poll and not separately defined but which are defined in the Manual, have the meaning assigned to them by the Manual.

SCHEDULE A

Item	Reference	Description	
1.	Entity	(a) Name	
		(b) Address	
2.	Project co-ordinator	(a) Name	
		(b) Address	
3.	Proposed PDA development application	..... .....
4.	Land	(a) Real Property Description	
		(b) Address	
5.	Project co-ordinator's Relevant Educational and Professional Qualifications (Documentation may be attached to this Deed Poll, if necessary)	..... ..... ..... .....
6.	Project co-ordinator's Professional Registration	..... ..... ..... .....
7.	Insurance	(a) Professional Indemnity Insurance	
		Amount (must not be less than \$5,000,000.00):	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....

		(b) Public Liability Insurance	
		Amount (must not be less than \$20,000,000.00):	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....
		(c) Other Insurance	
		Amount:	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....

EXECUTED AS A DEED POLL BY THE ENTITY

EXECUTED as a DEED POLL by)
[INSERT NAME OF COMPANY AND ACN])
this day of 20..... in)
accordance with the *Corporations Act 2001*)
)

Director

Director / Secretary

EXECUTED AS A DEED POLL BY THE PROJECT CO-ORDINATOR

SIGNED SEALED AND DELIVERED by
[NAME], in the presence of:)
)
)

(Witness - Signature)

(Project co-ordinator - Signature)

(Witness - Print Name)

on:

(Date)

Disclaimer

The information collected on this Agreement will be used by the Minister for Economic Development Queensland (MEDQ) in accordance with the assessment of your PDA development application and in relation to the works that may be undertaken in accordance with a PDA development approval that is issued. Your personal details will not be disclosed for a purpose outside the planning process, except where required by legislation (including the Freedom of Information Act 1992) or required by Parliament. This information may be stored in a Minister for Economic Development Queensland database. The information collected will be retained as required by the Public Records Act 2002. Its contents should not be construed that the MEDQ would approve or refuse this application.

CERTIFICATION DEED POLL OF THE CERTIFIER

- In favour of: Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")
- By: The entity named in Item 1 of Schedule A
(the "Entity")
- And By: The person named in Item 2 of Schedule A
(the "Certifier")

RECITALS

- A. The owner/development proponent intends to make to the MEDQ the PDA development application stated at Item 3 of Schedule A (the "Application") in respect of the land stated at Item 4 of Schedule A (the "Land").
- B. If a PDA development approval is granted by the MEDQ, there may be some works or other matters that are required to be assessed in accordance with MEDQ's certification procedures manual (the "Manual").
- C. The owner/development proponent has requested the MEDQ nominate the Certifier as a certifier for the works and other matters that may be subject to assessment in accordance with the Manual, under any PDA development approval that may be issued in respect of the Application.
- D. The Entity and the Certifier make this Deed Poll in favour of the MEDQ in accordance with the requirements of the Manual.

This Deed Poll provides:

1. CERTIFIER

- 1.1 The Certifier is an employee/contractor/consultant/partner of/in the Entity.
- 1.2 The Certifier has the relevant educational and professional qualifications stated at Item 5 of Schedule A.
- 1.3 The Certifier's professional registration details are as stated at Item 6 of Schedule A.

2. PRE-APPLICATION STAGE

The Certifier must prior to the Application being made by the owner/development proponent, advise the MEDQ of the relevant standard or standards which the works or other matters that will be subject to assessment under the Manual must meet and which will be nominated in the PDA development conditions.

3. POST-DECISION STAGE

If a PDA development approval is granted by the MEDQ for the Application, the Certifier must:

-
- 3.1 complete the pre-construction certification form in accordance with the Manual and provide it to the project co-ordinator;
 - 3.2 confer with other certifiers nominated in the PDA development approval to ensure there are no conflicts between the standards to be achieved in different certification disciplines as soon as practicable after they arise and in consultation with the project co-ordinator;
 - 3.3 certify the works or other matters that are subject to assessment under the Manual, if they comply with the MEDQ development approval granted for the Application, including completing the post-construction certification form in accordance with the Manual and providing it to the project co-ordinator;
 - 3.4 notify the project co-ordinator in writing as soon as practicable after the Certifier becomes aware of any non-conformances with the PDA development conditions; and
 - 3.5 assist the project co-ordinator as necessary with the completion of the post-construction certification form in the Manual.

4. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 4.1 At all times the Certifier must:
 - (a) ensure that all documents prepared by the Certifier and to be given to the MEDQ do not to the best of his or her knowledge contain information that is false or misleading; and
 - (b) advise the MEDQ in writing immediately on becoming aware that any document given to the MEDQ (whether or not prepared by the Certifier) contains information that is false or misleading.
- 4.2 The Certifier must carry out his or her responsibilities and obligations under this Deed Poll with due care, skill and diligence.
- 4.3 To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the Certifier under any PDA development approval, the ED Act or otherwise at law.

5. INSURANCE

- 5.1 The Entity must hold and maintain for the Term of the Deed:
 - (a) professional indemnity insurance for \$5,000,000 from an insurer and on terms acceptable to the MEDQ;
 - (b) public liability insurance to the value of \$20,000,000 from an insurer and on terms acceptable to the MEDQ; and
 - (c) any other insurance required by law, from an insurer and on terms acceptable to the MEDQ.
- 5.2 The insurance policies held and maintained by the Entity must cover the acts or omissions of the Certifier.
- 5.3 The details of the insurance held by the Certifier as required by this Deed Poll are stated at Item 7 of Schedule A.

-
- 5.4 The Certifier must produce a copy of an insurance policy following a request made by the MEDQ.

6. TERM OF DEED

- 6.1 This Deed Poll is in effect for a period of seven years from the date it is signed by the Certifier (the **"Term of the Deed"**).
- 6.2 This Deed Poll may not be revoked or amended without prior written notice being given to the MEDQ.

7. DEFINITIONS

Terms used in this Deed Poll and not separately defined but which are defined in the Manual, have the meaning assigned to them by the Manual.

SCHEDULE A

Item	Reference	Description										
1.	Entity	(a) Name (b) Address										
2.	Certifier	(a) Name (b) Address										
3.	Proposed PDA Development Application										
4.	Land	(a) Real Property Description (b) Address										
5.	Certifier's Relevant Educational and Professional Qualifications (Documentation may be attached to this Deed Poll, if necessary)										
6.	Certifier's Professional Registration										
7.	Insurance	<table border="1"> <tr> <td colspan="2" data-bbox="632 1556 1375 1601">(a) Professional Indemnity Insurance</td> </tr> <tr> <td data-bbox="632 1601 903 1718">Amount (must not be less than \$5,000,000.00):</td> <td data-bbox="903 1601 1375 1718">.....</td> </tr> <tr> <td data-bbox="632 1718 903 1834">Provider:</td> <td data-bbox="903 1718 1375 1834">.....</td> </tr> <tr> <td data-bbox="632 1834 903 1951">Policy number:</td> <td data-bbox="903 1834 1375 1951">.....</td> </tr> <tr> <td data-bbox="632 1951 903 2060">Date of commencement of policy:</td> <td data-bbox="903 1951 1375 2060">.....</td> </tr> </table>	(a) Professional Indemnity Insurance		Amount (must not be less than \$5,000,000.00):	Provider:	Policy number:	Date of commencement of policy:
(a) Professional Indemnity Insurance												
Amount (must not be less than \$5,000,000.00):											
Provider:											
Policy number:											
Date of commencement of policy:											

		Expiry date:	..... .....
		(b) Public Liability Insurance	
		Amount (must not be less than \$20,000,000.00):	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....
		(c) Other Insurance	
		Amount:	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....

EXECUTED AS A DEED POLL BY THE ENTITY

EXECUTED as a DEED POLL by)
[INSERT NAME OF COMPANY AND ACN])
this day of 20..... in)
accordance with the *Corporations Act 2001*)
)

Director

Director / Secretary

EXECUTED AS A DEED POLL BY THE CERTIFIER

SIGNED SEALED AND DELIVERED by
[NAME], in the presence of:)
)
)

(Witness - Signature)

(Certifier - Signature)

(Witness - Print Name)

on:

(Date)

Disclaimer

The information collected on this Agreement will be used by the Minister for Economic Development Queensland (MEDQ) in accordance with the assessment of your PDA development application and in relation to the works that may be undertaken in accordance with a PDA development approval that is issued. Your personal details will not be disclosed for a purpose outside the planning process, except where required by legislation (including the Freedom of Information Act 1992) or required by Parliament. This information may be stored in a Minister for Economic Development Queensland database. The information collected will be retained as required by the Public Records Act 2002. Its contents should not be construed that the MEDQ would approve or refuse this application.

**CERTIFICATION DEED POLL
OF THE DEVELOPMENT CO-ORDINATOR**

- In favour of: Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")
- By: The entity named in Item 1 of Schedule A
(the "Entity")
- And By: The person named in Item 2 of Schedule A
(the "Development co-ordinator")

RECITALS

- A. The owner/development proponent intends to make to the MEDQ the PDA development application stated at Item 3 of Schedule A (the "Application") in respect of the land stated at Item 4 of Schedule A (the "Land").
- B. If a PDA development approval is granted by MEDQ, there may be some works or other matters that are required to be assessed in accordance with MEDQ certification procedures manual (the "Manual").
- C. The owner/development proponent has requested MEDQ nominate the Development co-ordinator as an auditor for the works and other matters that may be subject to assessment in accordance with the Manual, under any PDA development approval that may be issued in respect of the Application.
- D. The Entity and the Development co-ordinator make this Deed Poll in favour of MEDQ in accordance with the requirements of the Manual.

This Deed Poll provides:

1. DEVELOPMENT CONDITION

- 1.1 The Development co-ordinator is an employee/contractor/consultant/partner of/in the Entity.
- 1.2 The Development co-ordinator has the relevant educational and professional qualifications stated at Item 5 of Schedule A.
- 1.3 The Development co-ordinator's professional registration details are as stated at Item 6 of Schedule A.

2. PRE-APPLICATION STAGE

The Development co-ordinator must, prior to the Application being made by the owner/development proponent, review the risk assessment prepared by the project co-ordinator (the "Risk Assessment") and provide a written report including recommendations for reducing any identified risks to the project co-ordinator.

3. POST-DECISION STAGE

- 3.1 If a PDA development approval is granted by MEDQ for the Application, the Development co-ordinator must review any updates to the Risk Assessment made by the project co-

ordinator assist the project co-ordinator as necessary with the completion of the pre-construction certification form in the Manual.

- 3.2 If additional risks are identified or the level of risk is heightened in the update to the Risk Assessment made by the project co-ordinator, the Development co-ordinator must provide a written report, including recommendations for reducing any new or heightened risks to the project co-ordinator.
- 3.3 The Development co-ordinator must review the post-construction certification forms completed by each of the certifiers and given to the project co-ordinator.

4. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 4.1 At all times the Development co-ordinator must:
 - (a) ensure that all documents prepared by the Development co-ordinator and to be given to MEDQ do not to the best of his or her knowledge contain information that is false or misleading; and
 - (b) advise MEDQ in writing immediately on becoming aware that any document given to MEDQ (whether or not prepared by the Development co-ordinator) contains information that is false or misleading.
- 4.2 The Development co-ordinator must carry out his or her responsibilities and obligations under this Deed Poll with due care, skill and diligence.
- 4.3 To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the Development co-ordinator under any PDA development approval, the *Economic Development Act 2012* or otherwise at law.

5. INSURANCE

- 5.1 The Entity must hold and maintain for the Term of the Deed:
 - (a) professional indemnity insurance for \$5,000,000 from an insurer and on terms acceptable to MEDQ;
 - (b) public liability insurance to the value of \$20,000,000 from an insurer and on terms acceptable to MEDQ; and
 - (c) any other insurance required by law, from an insurer and on terms acceptable to MEDQ.
- 5.2 The insurance policies held and maintained by the Entity must cover the acts or omissions of the Development co-ordinator.
- 5.3 The details of the insurance held by the Development co-ordinator as required by this Deed Poll are stated at Item 7 of Schedule A.
- 5.4 The Development co-ordinator must produce a copy of an insurance policy following a request made by MEDQ.

6. TERM OF DEED

- 6.1 This Deed Poll is in effect for a period of seven years from the date it is signed by the Development co-ordinator (the "Term of the Deed").
- 6.2 This Deed Poll may not be revoked or amended without prior written notice being given to MEDQ.

7. DEFINITIONS

Terms used in this Deed Poll and not separately defined but which are defined in the Manual, have the meaning assigned to them by the Manual.

SCHEDULE A

Item	Reference	Description	
1.	Entity	(a) Name	
		(b) Address	
2.	Development co-ordinator	(a) Name	
		(b) Address	
3.	Proposed PDA Development Application	..... .....
4.	Land	(a) Real Property Description	
		(b) Address	
5.	Development co-ordinator's Relevant Educational and Professional Qualifications (Documentation may be attached to this Deed Poll, if necessary)	..... ..... ..... .....
6.	Development co-ordinator's Professional Registration	..... ..... ..... .....
7.	Insurance	(a) Professional Indemnity Insurance	
		Amount (must not be less than \$5,000,000.00):	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....

		(b) Public Liability Insurance	
		Amount (must not be less than \$20,000,000.00):	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....
		(c) Other Insurance	
		Amount:	..... .....
		Provider:	..... .....
		Policy number:	..... .....
		Date of commencement of policy:	..... .....
		Expiry date:	..... .....

EXECUTED AS A DEED POLL BY THE ENTITY

EXECUTED as a DEED POLL by)
[INSERT NAME OF COMPANY AND ACN])
this day of 20..... in)
accordance with the *Corporations Act 2001*)
)

Director

Director / Secretary

EXECUTED AS A DEED POLL BY THE DEVELOPMENT CO-ORDINATOR

SIGNED SEALED AND DELIVERED by
[NAME], in the presence of:)
)
)

(Witness - Signature)

(Development co-ordinator - Signature)

(Witness - Print Name)

on:

(Date)

Disclaimer

The information collected on this Agreement will be used by the Minister for Economic Development Queensland (MEDQ) in accordance with the assessment of your PDA development application and in relation to the works that may be undertaken in accordance with a PDA development approval that is issued. Your personal details will not be disclosed for a purpose outside the planning process, except where required by legislation (including the Freedom of Information Act 1992) or required by Parliament. This information may be stored in a Minister for Economic Development Queensland database. The information collected will be retained as required by the Public Records Act 2002. Its contents should not be construed that MEDQ would approve or refuse this application.

10.2 Risk assessment template example

THE MEDQ RISK ASSESSMENT TEMPLATE EXAMPLE

To be undertaken by the appointed Project co-ordinator

	RISK				Key Questions	Tool for Managing Risks
	Event (Events that may occur given non-compliance)	Consequence (resulting if the event occurs)	Likelihood (Of the event occurring)	OVERALL RISK Consequence * Likelihood		
Design Parameters - outlines a summary of the design issues that need to be considered to achieve the development outcome and to determine any associated risks	A Risk Event is a negative or positive event that may occur with regard to the design parameter	A Risk Consequence Score as: Disastrous = 3 Moderate = 2 Low = 1 or 0	Risk Likelihood, Score as High likelihood = 3 Medium likelihood = 2 Low likelihood = 1 Not Likely = 0	The Overall Risk is determined by multiplying the scores for consequence and likelihood. Scores are: 1 to 3 = LOW 4 to 6 = MED 7 to 9 = HIGH	Key Questions may need to be asked to determine the level of risk associated with a design issue	Management Tools may be required to mitigate any risks. These tools can range from imposing conditions and/or certification procedures. In some instances, the level of risk and design parameter may not necessitate any management actions.
ENGINEERING						
Earthworks (including Cut and Fill, Retaining Walls, Sediment & Erosion Control & Stockpiling)	Soil stockpiles leached onto roads and into stormwater	2	2	4	What is the slope of the land? What is the proximity to waterways?	A condition of approval is an RPEQ certified erosion & sediment control plan
Water Supply (including Fire Fighting capacity)						
Sewer Reticulation						
Stormwater Management						
Utilities Services (telecommunications, energy)						
Traffic & Transport (road network, travel patterns, public transport, parking, construction management plan, access & egress, manoeuvring)						

Geotechnical (Including slope instability, marine clays, acid sulphates, dispersive soils and mining)						
Flood Hydraulics (for development site and/or whole catchment)						
ENVIRONMENTAL ENGINEERING						
Contaminated Land						
Noxious & Hazardous Industry						
Noise & Lighting						
Air & Odour						
Water Quality						
Waste Management						
LANDSCAPING						
Streetscape & Open Space						

Water Sensitive Urban Design						
ENVIRONMENT & HERITAGE						
Environmental Sustainability (including energy efficiency and water conservation)						
Flora & Fauna Protection						
Bushfire Management						
Waterway Protection						
Biodiversity Protection						
State & Local Heritage Protection						
Indigenous and Cultural Significance						

10.3 Certification forms

SUBMISSION FORM

To be lodged by the project co-ordinator and accompanied by the Pre-Construction Certification Form(s) or the Post-Construction Certification Form(s)

Development Details:

Owner/Development Proponent	(a) Name (b) Address
Land	(a) Real Property Description (b) Address
PDA Development Approval No.	..... ..... ..... .....

Project co-ordinator:

Name:	.....
Company/Entity Name:	.....
Address:	..... .....
Phone / Fax: /
Email:	.....

I confirm:

- The project co-ordinator and the Company/Entity named above have issued a deed poll in favour of the MEDQ, in accordance with the MEDQ Certification Procedures Manual;
- The pre-construction certification fee or post-construction certification fee (as relevant) has been paid or accompanies this Submission Form;

- The pre-construction certification forms or post-construction certification forms (as relevant) comply with the PDA Development Approval and the MEDQ Certification Procedures Manual;
- The submission is one (1) co-ordinated package containing all relevant pre-construction certification forms or post-construction certification forms (as relevant) as required by the PDA Development Approval and the MEDQ Certification Procedures Manual; and
- If the post-construction certification forms are being lodged and works are to become the MEDQ or external authority assets, this Submission Form is accompanied by:
 - a bank cheque payable to the Minister for Economic Development Queensland for an amount equal to 5% of the value of the works that are to become the MEDQ or external authority OR a bank or financial institution guarantee in favour of the Minister for Economic Development Queensland for an amount equal to 5% of the value of the works that are to become the MEDQ or external authority assets and on terms satisfactory to the MEDQ; and
 - evidence from a registered engineer of the value of the works that are to become the MEDQ or external authority assets.

Signed:

Name:
(please print)

Dated: ___ ___ / ___ ___ / ___ ___ ___ ___

PRE-CONSTRUCTION CERTIFICATION FORM

To be completed by the Certifier and given to the Project co-ordinator

Development Details:

Owner/Development Proponent	(a) Name (b) Address
Land	(a) Real Property Description (b) Address
PDA Development Approval No.	..... .....

Certifier:

Name:	.....
Company/Entity Name:	.....
Profession:	.....
Phone / Fax: /
Email:	.....

I confirm:

- The Certifier and the Company/Entity named above have issued a deed poll in favour of the MEDQ, in accordance with the MEDQ Certification Procedures Manual.

Works/Requirement Certified:

PDA Development condition			Works/Requirement	
No	Condition	Timing	How the condition will be satisfied on completion (reference may be made to drawings, reports etc)	Any expected non-conformance with the condition

Plans and reports referred to in the table above are provided as attachments to this Pre-Construction Certification Form.

Certification:

- I have inspected the design, report and planning documentation for the work or other matters required to be undertaken by the PDA development condition(s) stated in the table above.
- I certify that the works or other matters have been designed or prepared in accordance with the standards stated in the condition(s).

Signed:

Name:
(please print)

Dated: ____ / ____ / ____

POST-CONSTRUCTION CERTIFICATION FORM

To be completed by the Certifier and given to the Project co-ordinator

Development Details:

Owner/Development Proponent	(a) Name (b) Address
Land	(a) Real Property Description (b) Address
PDA Development Approval No.	..... .....

Certifier:

Name:	..... .....
Company Name:	..... .....
Profession:	..... .....
Phone / Fax: /
Email:	..... .....

I confirm:

- The project co-ordinator and the Company/Entity named above have issued a deed poll in favour of the MEDQ, in accordance with the MEDQ Certification Procedures Manual.

Works/Requirement Certified:

PDA Development condition			Works/Requirement	
No	Condition	Timing	How the condition has been satisfied (reference may be made to drawings, reports etc)	Any non-conformance with the condition

Attachments

1. Plans and reports referred to in the table above and required to be provided in accordance with the Manual; and
2. Certified as-constructed drawings.

Certification:

- I have inspected the completed works or other matters required to be undertaken by the PDA development condition(s) stated in the table above.
- I certify that the works or other matters have been constructed or prepared in accordance with the standards stated in the condition(s).

Signed:

Name:
(please print)

Dated: ___ ___ / ___ ___ / ___ ___

UNCOMPLETED WORKS BOND FORM

To be completed by the project co-ordinator and lodged with the MEDQ

Development Details:

Owner/Development Proponent	(a) Name (b) Address
Land	(a) Real Property Description (b) Address
PDA Development Approval No.	..... .....

Project co-ordinator:

Name:	.....
Company/Entity Name:	.....
Profession:	.....
Phone / Fax: /
Email:	.....

Request to bond works:

- The project co-ordinator and the Company/Entity named above have issued a deed poll in favour of the MEDQ, in accordance with the MEDQ Certification Procedures Manual.
- I request that certain works be bonded to enable the reconfiguration plan to be sealed, prior to the completion of all the works required to be undertaken by the PDA development approval stated above.
- I confirm that accompanying this request for certain works to be bonded is an Uncompleted Works Deed Poll (for work \$200,000.00 or less) or the MEDQ

Uncompleted Works Deed (for works over \$200,000.00) (as relevant) signed by the owner/development proponent, including all documents required to be provided under the Deed Poll or Deed.

Signed:

Name:
(please print)

Dated: ____ / ____ / ____

UNCOMPLETED WORKS DEED POLL

(FOR WORKS TO A VALUE OF \$200,000.00 OR UNDER)

In favour of: The Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")

By: The entity named in Item 1 of Schedule A
(the "Applicant")

RECITALS

- A. The Applicant applied to the MEDQ for the PDA Development Approval referred to at Item 2 of Schedule A. The PDA Development Approval is in respect of the Land described at Item 3 of Schedule A.
- B. The PDA Development Approval requires, among other things, completion of the Uncompleted Works described at Item 4 of Schedule A.
- C. The Applicant provides this Uncompleted Works Deed Poll to the MEDQ as part of the request for an Uncompleted Works bond with regard to the Uncompleted Works.

This Uncompleted Works Deed Poll provides:-

1. APPLICANT'S WARRANTIES

The Applicant warrants that:-

- 1.1. all bulk earthworks are completed, including for road formations and allotments, and all erosion and sediment control meets the standards set out in the PDA Development Approval;
- 1.2. all works required by the PDA Development Approval have been completed (except for the Uncompleted Works);
- 1.3. all outstanding rates, fees and levies associated with the Land have been paid; and
- 1.4. all monetary contributions required by the PDA Development Approval have been paid.

2. VALUE OF THE UNCOMPLETED WORK

The Applicant warrants that:-

- 2.1. the Value of the Uncompleted Works is the amount stated at Item 5 of Schedule A; and
- 2.2. the Value of the Uncompleted Works, including water supply and sewerage, does not exceed 50% of the Total Value of all Works (required to be completed under the Development Approval) stated at Item 6 of Schedule A.

3. BOND DOCUMENT

- 3.1. The Bond described at Item 7 of the Items Schedule and issued by a financial institution acceptable to the MEDQ must be provided by the Applicant in favour of the MEDQ in the amount stated at Item 8 of the Items Schedule, being 125% of the Value of the Uncompleted Works, with this Uncompleted Works Deed Poll.
- 3.2. The MEDQ must hold the Bond until such time as the total amount of the bond may be released, in accordance with clause 5 below.

4. COMPLETION OF THE UNCOMPLETED WORKS

- 4.1. The Applicant undertakes to complete the Uncompleted Works on or before that day which is three (3) months after the date of endorsement of the Survey Plan (referred to in Item 9 of Schedule A).
- 4.2. The Applicant grants the MEDQ permission to enter onto the Land, with its servants, agents, contractors, sub-contractors and employees and with all necessary vehicles, plant and equipment permission in order to:-
 - 4.2.1. satisfy itself whether the Applicant is complying with its obligations under this Uncompleted Works Deed Poll;
 - 4.2.2. satisfy itself whether the Applicant has completed any component of the Uncompleted Works;
- 4.3. If the Applicant fails to comply with the undertaking in paragraph 4.1 above, the MEDQ may do any or all of the following:-
 - 4.3.1. if the Bond is in the form of a bank guarantee, call on the bank guarantee (without interference from the Applicant) to the value of the Uncompleted Works that remain uncompleted;
 - 4.3.2. if the Bond is in the form of cash, release the cash to the value of the Uncompleted Works that remain uncompleted;
 - 4.3.3. enter onto the Land, with its servants, agents, contractors, sub-contractors and employees and with all necessary vehicles, plant and equipment and complete the Uncompleted Works that remain uncompleted.
- 4.4. If the costs incurred by the MEDQ in undertaking work under clause 4.3.3 above is more than the amount recovered by the MEDQ under clause 4.3.1 or 4.3.2 above, the Applicant must pay the MEDQ on demand the additional amount from the Applicant as a liquidated debt.
- 4.5. If the Applicant is not the owner of the Land and the Land is not owned by the State or a State entity:-
 - 4.5.1. the name and address of the owner of the Land (the "Landowner") must be stated at Item 10 of Schedule A;
 - 4.5.2. the Applicant warrants that the Applicant has the Landowner's authority to permit the MEDQ to enter onto the Land pursuant to clauses 4.2 and 4.3.3 of this Uncompleted Works Deed Poll; and
 - 4.5.3. the Applicant must provide to the MEDQ with this Uncompleted Works Deed Poll an irrevocable authority issued by the Landowner in the form attached in Schedule B.

5. RELEASE OF BOND DOCUMENT

Within five (5) business days of:-

- 5.1. the Applicant notifying the MEDQ of the completion of the Uncompleted Works and that it has otherwise complied with its obligations under this Deed Poll; and
- 5.2. the MEDQ being satisfied that the Uncompleted Works have been completed and the Applicant has otherwise complied with its obligations under this Deed Poll;

the MEDQ will return the Bond (or the reduced amount of the Bond not released to the MEDQ under clause 4.3 above) to the Applicant.

SCHEDULE A

Item	Reference	Description
1.	APPLICANT	(a) Name (b) Address
2.	PDA DEVELOPMENT APPROVAL	No.
3.	LAND	(a) Real Property Description (b) Address
4.	UNCOMPLETED WORKS	
5.	VALUE OF THE UNCOMPLETED WORKS	\$.....
6.	TOTAL VALUE OF ALL WORKS	\$.....
7.	BOND	Bank Guarantee
8.	BOND AMOUNT	\$.....
9.	SURVEY PLAN	SP
10.	LANDOWNER	(a) Name (b) Address

SCHEDULE B

IRREVOCABLE AUTHORITY ISSUED BY THE LANDOWNER

(Clause 5 of the Uncompleted Works Deed Poll)

EXECUTED as a DEED.

*****NOTE: Redundant signing clause to be deleted**

EXECUTED as a DEED by)
[INSERT NAME OF COMPANY AND ACN])
this day of 2009)
in accordance with the *Corporations Act*)
2001)

Director/

Director / Secretary

SIGNED SEALED AND
DELIVERED by [NAME], in the)
presence of:)
)

(Witness)

on:

(Date)

(Signature)

(Uncompleted Works Deed Poll)

AUTHORITY

To: The Minister for Economic Development
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the "MEDQ")

In respect of: land located at [insert street address] and more particularly described
as [insert real property address] (the "Land")

And in respect of: [insert name of applicant], being the applicant for a PDA
development application for which PDA development approval
no. [insert no. of approval] dated [insert date of approval] has
been granted by the MEDQ (the "Applicant")

I/We, the owner of the Land, irrevocably authorise the MEDQ to enter onto the Land
with or without its servants, agents, contractors, sub-contractors and employees and
with or without any vehicles, plant and equipment to undertake any or all of the
following:-

1. satisfy itself whether the Applicant is complying with its obligations under this
Uncompleted Works Deed Poll;
2. satisfy itself whether the Applicant has completed any component of the
Uncompleted Works;
3. complete any works that the MEDQ may complete in accordance with the
Uncompleted Works Deed Poll provided by the Applicant to the MEDQ.

I/We irrevocably release the MEDQ and the MEDQ's servants, agents, contractors,
sub-contractors and employees from any liability, loss, penalties, payments, costs,
charges and expenses directly or indirectly arising from or incurred in connection with
the MEDQ doing anything the MEDQ is required or entitled to do under the
Uncompleted Works Deed Poll between the MEDQ and the Applicant (except where
arising from the negligent act or omission of the MEDQ or the MEDQ's servants,
agents, contractors, sub-contractors and employees).

If I/We sell or otherwise dispose of or grant an interest in the Land to another person,
I/We will obtain from that person an irrevocable authority in the same terms as this
Authority and will provide it to the MEDQ prior to the completion of the sale or
disposition or the transfer of the interest.

*****NOTE: Redundant signing clause to be deleted**

EXECUTED by _____)
[COMPANY NAME AND ACN], in _____) **Director**
accordance with the *Corporations Act* _____)
2001 on this [insert date] day of [insert _____)
month] [insert year]: _____)

Director/Secretary

SIGNED by **[NAME]**, in the presence)
of on this **[insert date]** day of **[insert**)
month] [insert year]:)

_____)
Witness

**UNCOMPLETED WORKS DEED
(FOR WORKS OVER \$200,000.00)**

THIS DEED is made the _____ day of _____

BETWEEN

MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND of Level
4, 229 Elizabeth Street, Brisbane, Queensland 4000

("the MEDQ")

AND

The person named in Item 1

(the "Developer")

RECITALS

- A. The MEDQ has approved, subject to conditions, a PDA Development Application for reconfiguration of a lot lodged by the Developer in respect of the Land.
- B. The PDA Development Approval requires, among other things, completion of the Uncompleted Works by the Developer.
- C. The MEDQ has agreed, at the request of the Developer, to seal the Survey Plan reconfiguring the Land before the Uncompleted Works are completed, subject to the terms of this Deed.

The parties agree:-

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

- 1.1.1 "**Act**" means the *Economic Development Act 2012*.
- 1.1.2 "**Bulk Earthworks**" means the bulk earthworks that are required to be completed in accordance with the PDA Development Approval and any other legal requirements.
- 1.1.3 "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Brisbane.
- 1.1.4 "**Certifier**" means the person nominated by the MEDQ in the PDA Development Conditions as the certifier under the MEDQ's certification procedures manual.
- 1.1.5 "**Deed**" means this deed.
- 1.1.6 "**Developer**" means the person described in Item 1.
- 1.1.7 "**Footpath Works**" means those concrete footpath strips and other works to be completed in the Footways in accordance

-
- with the PDA Development Approval and any other legal requirements.
- 1.1.8 “**Footway**” means that part of a road set apart primarily for the use of and by pedestrians.
- 1.1.9 “**Item**” means an item of particulars in Schedule A to this Deed.
- 1.1.10 “**Land**” means the land described in Item 2.
- 1.1.11 “**Landscaping Works**” means the landscaping works to be completed in accordance with the PDA Development Approval and any other legal requirements.
- 1.1.12 “**MEDQ**” means the person described in Item 9.
- 1.1.13 “**Obligor**” means the bank described in Item 3.
- 1.1.14 “**Road and Drainage Works**” means the road and drainage works (other than the Footpath Works) to be completed in accordance with the PDA Development Approval and any other legal requirements.
- 1.1.15 “**Security**” means the security described in Item 4 (in the amount of the Security Sum), to be provided to the MEDQ by the Obligor.
- 1.1.16 “**Security Sum**” means the amount stated in Item 5 or such reduced sum as notified by the MEDQ under clause 9 as the amount of security payable for completion of the Uncompleted Works.
- 1.1.17 “**Sewerage Works**” means those mains, manholes, house connections, installations and other equipment to be completed in accordance with the PDA Development Approval and in accordance with the engineering plans and specifications approved by the MEDQ and any other legal requirements.
- 1.1.18 “**Survey Plan**” means the survey plan or plans described in Item 6.
- 1.1.19 “**Total Value of all Works**” means the amount stated at Item 7, being the estimated value of all work required to be undertaken by or on behalf of the Developer to comply with the PDA Development Approval.
- 1.1.20 “**PDA Development Application**” means the development application lodged under the Act by the Developer in respect of the Land.
- 1.1.21 “**PDA Development Approval**” means the PDA Development Approval stated in Item 8.

- 1.1.22 **“PDA Development Conditions”** mean the conditions imposed by the MEDQ to which the PDA Development Approval is subject.
- 1.1.23 **“Uncompleted Works”** for the purpose of this Deed means those remaining works which must be completed to comply with the PDA Development Approval, being the works specified in Item 10.
- 1.1.24 **“Value of the Uncompleted Works”** means the amount stated in Item 11.
- 1.1.25 **“Water Supply Works”** means those mains, scours, services, installations and other equipment to be completed in accordance with the PDA Development Approval and any other legal requirements.

1.2 **Interpretation of this Deed**

- 1.2.1 Unless expressed to the contrary:
- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender include the other genders;
 - (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
 - (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes legal personal representatives, successors and permitted assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) time is to local time in Queensland;

- (vii) \$ or “dollars” is a reference to the lawful currency of Australia;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (ix) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (x) all parties, clauses or schedules unless otherwise provided, is a reference to the parties, clauses or schedules of or to this Deed;
- (d) a consent or notice is to be in writing;
- (e) in calculating time under this Deed the term “day” means calendar day. If any period of time expires on a Saturday, Sunday or gazetted holiday for the City of Brisbane, then the period will be taken to expire on the next Business Day. The term “year” means a calendar year of 365 or 366 days as the case may be;
- 1.2.2 if a term is not defined in this Deed it will, unless the context otherwise requires, have the meaning given to it by:
- (a) the Act; or if not defined in the Act;
 - (b) the Development Scheme; or if not defined in the Development Scheme; and
 - (c) its ordinary meaning.

1.3 **Headings**

Headings do not affect the interpretation of this Deed.

2 UNCOMPLETED WORKS

The Developer warrants that:

- 2.1 the Value of the Uncompleted Works, including Water Supply Works and Sewerage Works, does not exceed 50% of the Total Value of all Works;
- 2.2 the Uncompleted Works are capable of being completed on or before that day which is three months from the date the MEDQ endorses the Survey Plan; and

- 2.3 there is a contract, agreement or other arrangement in place that provides for the completion of the Uncompleted Works on or before that day which is three months from the date the MEDQ endorses the Survey Plan.

3 COMPLETION OF THE UNCOMPLETED WORKS

- 3.1 The Developer must (on or before that day which is three months after the MEDQ endorses the Survey Plan), at its own cost and expense, execute and complete the Uncompleted Works in accordance with the PDA Development Approval.
- 3.2 The Developer must otherwise comply with the PDA Development Approval and its obligations under this Deed.

4 ENDORSEMENT OF SURVEY PLAN

- 4.1 In consideration for the Developer providing the Security (but subject to clause 4.2 of this Deed), the MEDQ agrees to endorse the Survey Plan, notwithstanding the Uncompleted Works have not been completed at the time of endorsement.
- 4.2 Despite clause 4.1 of this Deed the MEDQ will not be obliged to endorse the Survey Plan:
- 4.2.1 until the Certifier has provided the MEDQ with certification of the Value of the Uncompleted Works, including a detailed schedule of the scope and costs of the Uncompleted Works;
 - 4.2.2 until the Security is received by the MEDQ;
 - 4.2.3 until all works required to be undertaken by the PDA Development Approval (except for the Uncompleted Works) have been completed;
 - 4.2.4 until the Bulk Earthworks have been completed;
 - 4.2.5 until all erosion and sediment control is completed to the standard required by the MEDQ;
 - 4.2.6 until the filling of allotments is completed (where the PDA Development Conditions require such filling);
 - 4.2.7 where the Uncompleted Works include Water Supply Works:-
 - (a) until the laying, installation and construction of all mains and scours as required by the PDA Development Approval; and
 - (b) until the Water Supply Works are completed to the extent that the cost of any uncompleted Water Supply Works does not exceed the Value of the Uncompleted Works;
 - 4.2.8 where the Uncompleted Works include Sewerage Works:-

- (a) until the laying, installation and construction of the sewerage mains and manhole barrels as required by the PDA Development Approval is completed; and
 - (b) until the Sewerage Works are completed to the extent that the cost of any uncompleted Sewerage Works does not exceed the Value of the Uncompleted Works;
- 4.2.9 unless the Survey Plan complies in all respects with the PDA Development Approval;
- 4.2.10 until all outstanding rates, fees and levies associated with the Land have been paid; and
- 4.2.11 until the completion of all other lawful requirements relating to the PDA Development Approval, including the payment of all monetary contributions.

5 SECURITY

- 5.1 The Developer must, at its own cost and expense, provide the Security to the MEDQ at the same time this Deed is presented to the MEDQ for execution.
- 5.2 The Security:
- 5.2.1 will be security for the fulfilment by the Developer of any obligation of the Developer under this Deed; and
 - 5.2.2 will constitute the security against defects in:
 - (a) materials used for; and
 - (b) construction of;the Uncompleted Works.

6 COMPLETION OF UNCOMPLETED WORKS AND RIGHT OF ENTRY

- 6.1 If the Developer fails to complete any of the Uncompleted Works as required by clause 3 of this Deed the MEDQ may complete the Uncompleted Works.
- 6.2 The Developer grants the MEDQ the full and free right and liberty for its employees, contractors, sub-contractors, agents and servants to enter upon the Land with all necessary vehicles, plant and equipment, in order to undertake any or all of the following:
- 6.2.1 satisfy itself whether the Developer is complying with its obligations under this Deed;
 - 6.2.2 satisfy itself whether the Developer has completed any component of the Uncompleted Works; and

- 6.2.3 undertake any other function authorised by this Deed.
- 6.3 If the Developer is not the owner of the Land:
 - 6.3.1 the name and address of the owner of the Land (the “Landowner”) must be stated in Item 12;
 - 6.3.2 the Developer warrants that the Developer has the Landowner’s authority to permit the MEDQ to enter onto the Land pursuant to clauses 6.1 and 6.2 of this Deed; and
 - 6.3.3 the Applicant must provide to the MEDQ with this Deed an irrevocable authority issued by the Landowner in the form attached in Schedule B to this Deed.

7 INDEMNITY AND RELEASE

- 7.1 The Developer indemnifies the MEDQ and its employees, contractors, sub-contractors, agents and servants against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury of any person caused or contributed to by the MEDQ and the MEDQ’s employees contractors, sub-contractors, agents and servants (except where arising from the negligent act or omission of the MEDQ) in connection with the MEDQ doing anything the MEDQ is required or permitted to do under this Deed.
- 7.2 The Developer releases the MEDQ and its employees, contractors, sub-contractors, agents and servants from and agrees that THE MEDQ is not liable for liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred (except where arising from the negligent act or omission of the MEDQ) in connection with the MEDQ doing anything the MEDQ is required or permitted to do under this Deed.
- 7.3 The indemnity and release given by the Developer under this clause is independent of the Developer’s other obligations under this Deed and does not come to an end when this Deed ends and does not come to an end if the Developer assigns this Deed or sells or transfers the Land (or any part of the Land).

8 RECOURSE TO SECURITY

- 8.1 The MEDQ may demand that the Obligor make payment to the MEDQ under the Security if:
 - 8.1.1 the Developer fails to complete any of the Uncompleted Works as required by clause 3 of this Deed, however the payment may not exceed the estimated cost to complete all of the Uncompleted Works not completed at the date the Obligor is requested to make a payment; and
 - 8.1.2 the Developer is in default of any of its obligations under this Deed, excluding under clause 3 of this Deed, however the payment may not exceed the estimated cost of carrying out

the work required to ensure compliance with the obligations of the Developer not fulfilled.

- 8.2 The Obligor must make payment to the MEDQ if demand is made under this clause of the Deed.
- 8.3 The Developer must not intervene with the Obligor if the MEDQ makes demand for any payment from the Obligor under this clause, even if the MEDQ and the Developer are in dispute or disagreement about any matter.
- 8.4 The MEDQ may in its discretion apply any sum or sums paid to it under this clause towards the costs (including but not limited to the MEDQ's usual charges for design, supervision, administration and overheads) of:
- 8.4.1 carrying out any Uncompleted Works;
 - 8.4.2 completing any of the Uncompleted Works that have only been partly completed;
 - 8.4.3 rectifying any of the Uncompleted Works that have not been properly completed by the Developer;
 - 8.4.4 carrying out any work necessary to mitigate the effects of the matters stated at clauses 8.4.1 - 8.4.3 of this Deed or to make the Uncompleted Works more effective and useful, whether such work is:
 - (a) an addition or extension to the Uncompleted Works; or
 - (b) carried out inside or outside the Land or partly inside or outside the Land;
 - 8.4.5 complying with any outstanding obligation of the Developer under this Deed; or
 - 8.4.6 reimbursing itself for any damages suffered by it.
- 8.5 If the sum or sums paid to the MEDQ under this clause are not sufficient to complete in full any work referred to in this clause, the MEDQ may undertake such part or parts of that work as it thinks fit and claim the cost of undertaking the work as a liquidated debt from the Developer.

9 REDUCTION AND DISCHARGE OF SECURITY

- 9.1 Upon:
- 9.1.1 the Developer completing any one or more of:
 - (a) the Road and Drainage Works;
 - (b) the Footpath Works;
 - (c) the Water Supply Works and Sewerage Works; or

(d) the Landscaping Works;

9.1.2 the Developer providing notice to the MEDQ of satisfaction of clause 9.1.1 of this Deed;

9.1.3 The MEDQ being satisfied that any or all of the work set out in clause 9.1.1 of this Deed has been completed;

the MEDQ may reduce the Security Sum, having regard to the cost of those matters referred to in clause 8 of this Deed so far as they remain outstanding, and if the Security Sum is to be reduced, the MEDQ will notify the Developer and the Obligor of the reduced Security Sum.

9.2 Upon:

9.2.1 the Developer completing the Uncompleted Works and otherwise complying with its obligations under this Deed;

9.2.2 the Developer providing notice to the MEDQ of satisfaction of clause 9.2.1 of this Deed; and

9.2.3 The MEDQ being satisfied that the Uncompleted Works have been completed and the Applicant has otherwise complied with its obligations under this Deed;

the MEDQ will return the Security to the Developer.

10 DEVELOPER NOT TO ASSIGN OR SELL

10.1 The Developer must not without the prior written consent of the MEDQ (which must not be unreasonably withheld) assign its rights, interests or obligations under this Deed.

10.2 The Developer must not (prior to the discharge of the Security) sell or transfer the Land (or any part of the Land) without:

10.2.1 obtaining from the transferee a deed in favour of the MEDQ to be bound by the obligations set out in this Deed. That deed must include a covenant that if the transferee transfers the Land (or any part of the Land) the subsequent transferee obtains a deed in similar terms including this term; and

10.2.2 the transferee delivering to the MEDQ replacement Security in accordance with this Deed.

11 DECISIONS OF THE MEDQ

Where under this Deed, any decision is to be made by MEDQ, that decision may be made by the MEDQ as it in its absolute discretion thinks fit.

12 RIGHTS OF THE MEDQ

Nothing contained in this Deed will effect, prejudice or derogate from the rights, powers and authorities of the MEDQ under any statute, rule, regulation, ordinance or by-law.

13 COSTS

The costs, charges and expenses of and incidental to the preparation, completion and stamping of this Deed (including any duty on this Deed and the Security) must be paid by the Developer.

14 NOTICES

- 14.1 A communication in connection with this Deed:
- 14.1.1 may be given by an authorised officer of the relevant party or the solicitors for the relevant party;
 - 14.1.2 must be in writing; and
 - 14.1.3 must be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee as set out in the Items Schedule or by facsimile to the facsimile number of the addressee as set out in the Items Schedule, or if the addressee notifies in writing another address or facsimile number in Australia then to that address or facsimile number.
- 14.2 Unless a later time is specified in it, a communication takes effect from the time it is actually received or taken to be received.
- 14.3 A communication delivered by hand or sent by post or facsimile is taken to be received:
- 14.3.1 in the case of delivery by hand, on the day of delivery if delivered by 5.00pm on a Business Day, otherwise on the next Business Day;
 - 14.3.2 in the case of delivery by post, on the day when, by the ordinary course of post, it would have been delivered; and
 - 14.3.3 in the case of facsimile, on the day shown on the transmission report produced by the machine from which the facsimile was sent, which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient set out in the Items Schedule; but if the time of transmission is after 5:00 pm on a Business Day the facsimile is to be taken to be received on the following day.

15 TIME OF THE ESSENCE

In every essence, time is of the essence of this Deed.

16 GOVERNING LAW AND JURISDICTION

This Deed is to be governed and determined in accordance with the law of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State.

17 ENTIRE AGREEMENT

Except to the extent set out in this Deed:-

- 17.1 this Deed constitutes the entire agreement between the parties with respect to its subject matter and contains all of the representations, undertakings, warranties, covenants, agreements and deeds of the parties;
- 17.2 this Deed supersedes all prior negotiations, contracts, arrangements, understandings, agreements and deeds with respect to the subject matter of this Deed; and
- 17.3 there are no representations, undertakings, warranties, covenants, agreements or deeds between the parties, express or implied, except as contained in this Deed.

18 WAIVER AND VARIATION

A provision of or a right created by this Deed may not be waived or varied except in writing signed by the party or parties to be bound.

19 EXERCISE OF RIGHTS

- 19.1 A party may exercise a right under this Deed at its discretion, and separately or concurrently with another right.
- 19.2 A single or partial exercise of a right by the party does not prevent a further exercise of that or any other right.
- 19.3 Failure by the party to exercise, or delay in exercising a right does not prevent its exercise.

20 REMEDIES CUMULATIVE

The rights provided in this Deed are cumulative with and not exclusive of the rights provided by law or in equity independently of this Deed.

21 PRESERVATION OF ACCRUED RIGHTS

The expiration, termination or determination of this Deed:

- 21.1 will not affect the provisions expressed or implied to operate or have effect after expiration, termination or determination; and
- 21.2 will be without prejudice to any right of action already accrued to a party in respect of a breach of this Deed by another party.

22 INVALIDITY

If any term, clause or provision of this Deed is invalid for any reason, that invalidity will not affect the validity or operation of any other term, clause or provision of this Deed except to the extent necessary to give effect to that invalidity.

23 COUNTERPARTS

This Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. The exchange of executed counterparts by facsimile will create a binding agreement.

24 JOINT AND SEVERAL LIABILITY

If an obligation is to be performed by a person for or with another person, each person will be both jointly liable with the other person and severally liable on its own account to perform the obligation. A release given to the other person will not release the other from any obligation. The granting of time or any other indulgence to another person will not release the person from its obligations under this Deed.

25 ACT OR OMISSION

In this Deed, reference to act or omission by a party includes:

- 25.1 if a party comprises more than one person, an act or omission by any one or more of those persons;
- 25.2 permitting or allowing by the party of an act or omission; and
- 25.3 an act or omission of an employee (whether or not acting within the scope of his/her employment), agent, contractor or invitee of the party.

26 NO WAIVER

Failure or omission by a party at any time to enforce or require strict or timely compliance with a provision of this Deed will not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of a breach of that provision

SCHEDULE A

Item	Reference	Description
1.	DEVELOPER	Name: Address:
2.	LAND	Real Property Description: Address:
3.	OBLIGOR	..... <i>insert name of Bank acceptable to the MEDQ</i>
4.	SECURITY	Bank Guarantee
5.	SECURITY SUM	\$..... <i>insert amount which is 125% of the Value of the Uncompleted Works</i>
6.	SURVEY PLAN	SP
7.	TOTAL VALUE OF ALL WORKS	\$.....
8.	PDA DEVELOPMENT APPROVAL	No.
9.	THE MEDQ	(a) Name Minister for Economic Development Queensland (b) Address Level 4, 229 Elizabeth Street BRISBANE QLD 4000

10.	UNCOMPLETED WORKS	
11.	VALUE OF THE UNCOMPLETED WORKS	\$.....
12.	LANDOWNER	

SCHEDULE B

IRREVOCABLE AUTHORITY ISSUED BY THE LANDOWNER

(Clause 6.3.3 of the Deed)

EXECUTED as a DEED.

**EXECUTED as a DEED by the
Minister for Economic Development
Queensland by:**

)
)
)

(Full Name)

a person duly authorised to act in this
behalf

in the presence of

Signature of Witness

Name of Witness (print)

*****NOTE: Redundant signing clause to be deleted**

EXECUTED as a DEED by
[COMPANY NAME AND ACN], in
accordance with section 127 of the
Corporations Act 2001:

)
)
)
)

Director

Director/Secretary

SIGNED SEALED AND DELIVERED
by **[NAME]**, in the presence of:

)
)
)

Witness

(MEDQ Uncompleted Works Deed)

ACKNOWLEDGMENT, AUTHORITY AND RELEASE

To: The Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
(the “MEDQ”)

By: [Insert name of owner of land]
of [insert contact address of owner of land]
(the “Landowner”)

In respect of: land located at [insert street address] and more particularly described
as [insert real property address] (the “Land”)

*[Note: If the landowner is known at the date of this document, insert
address of parent parcel; if the land has already been subdivided at
the date of this document, insert address of lot to be transferred.]*

And in respect of: [insert name of developer] (the “Developer”), being the developer
of the Land and who has been granted PDA development approval
no. [insert no. of approval] dated [insert date of approval] (the PDA
Development Approval”) by the MEDQ.

Dated: [insert date of signing]

If the Landowner is not the registered owner of the Land at the date of this
Acknowledgment, Authority and Release this Acknowledgment, Authority and Release
takes effect from the date of transfer of the Land to the Landowner.

The Landowner acknowledges that the MEDQ [has sealed a plan of subdivision
creating the Land / has been requested to seal a plan of subdivision in respect of the
Land] before the Developer has completed all the works (the “Uncompleted Works”)
required to be undertaken in respect of the PDA Development Approval. A list of the
Uncompleted Works is attached to this Acknowledgment, Authority and Release and
marked “A”.

The Developer has entered into a deed with the MEDQ (the “Uncompleted Works
Deed”) in relation to the carrying out of the Uncompleted Works.

The Landowner irrevocably authorises the MEDQ to enter onto the Land with or without
its employees, contractors, sub-contractors, agents and servants and with all
necessary vehicles, plant and equipment:-

1. to satisfy itself whether the Developer is complying with its obligations under the
Uncompleted Works Deed;
2. to satisfy itself whether the Developer has completed any component of the
Uncompleted Works;
3. if necessary, in order to complete the Uncompleted Works in accordance with
the Uncompleted Works Deed.

The Landowner irrevocably releases the MEDQ and the MEDQ's employees, contractors, sub-contractors, agents and servants from any liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with the MEDQ doing anything the MEDQ is required or entitled to do under the Uncompleted Works Deed (except where arising from the negligent act or omission of the MEDQ or the MEDQ's employees, contractors, sub-contractors, agents and servants).

If the Landowner sells or otherwise disposes of or grants an interest in the Land to another person, the Landowner will obtain from that person an irrevocable authority, acknowledgement and release in the same terms as this Authority, Acknowledgment and Release and will provide it to the MEDQ prior to the completion of the sale or disposition or the transfer of the interest.

The Landowner must not (prior to the completion of the Uncompleted Works) sell or transfer the Land (or any part of the Land) without obtaining from the purchaser or transferee (and giving to the MEDQ) an irrevocable authority, acknowledgement and release in the same terms as this Authority, Acknowledgment and Release.

EXECUTED by)
[COMPANY NAME AND ACN], in)
accordance with section 127 of the)
Corporations Act 2001 on this [insert)
date] day of [insert month] [insert year]:)

Director

Director/Secretary

UNCOMPLETED WORKS GUARANTEE AND UNDERTAKING

BY: the financial institution stated at Item 1 of the Schedule (the "Obligor")

TO: Minister for Economic Development Queensland
of Level 4, 229 Elizabeth Street, Brisbane in the State of Queensland
("MEDQ")

FOR: security for completion of the Uncompleted Works stated at Item 2 of the Schedule under the PDA Development Approval stated at Item 3 of the Schedule by or on behalf of the Developer stated at Item 4 of the Schedule

AT THE REQUEST OF: the Developer

AND IN CONSIDERATION OF: MEDQ accepting this guarantee and undertaking

the Obligor **UNCONDITIONALLY GUARANTEES AND UNDERTAKES** to pay MEDQ on demand from time to time any sum or sums to an aggregate amount not exceeding the Security Sum stated at Item 5 in the Schedule on the following terms and conditions:

1. any payment or payments made by the Obligor to MEDQ must be made:
 - (a) without reference to the Developer;
 - (b) even if the Obligor has received notification from the Developer or any person purporting to act on the Developer's behalf that the payment or payments should not be made; and
 - (c) without regard to the performance or non-performance of the Developer's obligations under the PDA Development Approval.
2. any variation of the PDA Development Approval or any agreement or arrangement between MEDQ and the Developer relating to the PDA Development Approval will not impair or discharge the Obligor's liability under this guarantee and undertaking;
3. MEDQ may at any time give notice to the Obligor reducing the Security Sum. The reduced sum specified in that notice will constitute the Security Sum;
4. this guarantee and undertaking will remain in force until either:

-
- (a) the Obligor is given notice by MEDQ that the guarantee and undertaking is no longer required;
 - (b) MEDQ posts this guarantee and undertaking to the Obligor by registered post at the address stated at Item 1 of the Schedule; or
 - (c) the Obligor pays to MEDQ the whole of or the balance outstanding of the Security Sum;
 5. the Obligor may terminate this guarantee and undertaking at any time by paying to MEDQ the balance outstanding of the Security Sum;
 6. for the purposes of clauses 4(c) and 5 of this guarantee and undertaking, the balance outstanding of the Security Sum shall be that amount certified by MEDQ;
 7. all payments under this guarantee and undertaking shall be made to MEDQ at its principal place of business, as stated on this document; and
 8. any demand, notice or certification to be made by MEDQ will be in writing under the hand of either a solicitor engaged by MEDQ or [insert occupation of delegate] employed by MEDQ.

SCHEDULE

Item	Agreement Reference	Agreement Description
1.	OBLIGOR	(a) Name (b) Address
2.	UNCOMPLETED WORKS	
3.	PDA DEVELOPMENT APPROVAL	No.
4.	DEVELOPER	(a) Name (b) Address
5.	SECURITY SUM	\$.....

DATED this day of 20 .

EXECUTED by [INSERT NAME OF)
COMPANY AND ACN] by its duly)
 constituted Attorney) _____
)
 _____)
 under **Power of Attorney No.**)

_____ who declares he/she has received no
 notice of revocation of the Power of
 Attorney in the presence of:

Signature of Witness

