

Implementation of the AusLink National Land Transport Plan

BILATERAL AGREEMENT

BETWEEN

THE COMMONWEALTH OF AUSTRALIA

AND

THE STATE OF QUEENSLAND

2004-05 – 2008-09

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**AGREEMENT BETWEEN THE COMMONWEALTH OF AUSTRALIA
AND THE STATE OF QUEENSLAND RELATING TO
THE IMPLEMENTATION OF THE AUSLINK NATIONAL
LAND TRANSPORT PLAN**

Preamble

This Agreement provides the basis for a partnership between the Australian Government and the Government of Queensland to deliver the AusLink National Land Transport Plan.

- 1) The Australian Government's formal policy statement AusLink *White Paper: Building Our National Transport Future* released in June 2004:
 - a) introduced a new strategic framework for the planning and funding of Australia's roads and railways to meet long term economic and social needs;
 - b) outlined a new National Land Transport Network which will be the focus of the Australian Government's future investment in land transport infrastructure;
 - c) set out a National Land Transport Plan including the first five year AusLink investment programme for the period 2004-05 to 2008-09; and
 - d) recorded the Australian Government's commitment to work with the States and Territories to deliver a better national transport system.
- 2) The objectives of this Agreement are to:
 - a) assist national economic and social development through the funding of projects aimed at improving the efficiency, safety and reliability of the National Land Transport Network; and
 - b) promote well based cross modal investment decisions through improving long term planning, project assessment and evaluation, and data sharing arrangements.
- 3) Measurement of the degree to which these objectives are being met will be made on a regular basis throughout the term of this Agreement using the performance indicators described in Clause 28 and the nationally consistent data collected in Clauses 88, 89 and 107 to 112.
- 4) The parties agree that any amendments (extensions and/or reductions) to the National Land Transport Network will be the subject of consultation between the Australian and Queensland Governments.

The National Land Transport Network in Queensland as shown in the AusLink White Paper includes all of the previously approved National Highway System, and adds:-

- a) Pacific Motorway and Gateway Motorway extension (New South Wales border to Mt Gravatt-Capalaba Road);
 - b) Road and Rail corridor:-
 - i. Road – Flinders Highway, Cloncurry to the Port of Townsville; and
 - ii. Rail – Mt Isa to the Port of Townsville;
 - c) Rail – Brisbane to Townsville; and
 - d) Access to Brisbane and Gladstone Ports.
- 5) In accordance with the Australian Transport Council’s resolution of 19 November 2004, both parties will work on issues that may be addressed through a multilateral agreement with a view to better managing those issues.
- 6) Both parties intend that this Agreement provide a clear and effective framework for the shared planning, funding and development of the AusLink National Land Transport Network in Queensland and for implementation of the National Land Transport Plan.
- 7) The parties agree that this can be achieved by working with established planning, programme and transport systems operating in Queensland, including:
- a) the South East Queensland Regional Plan and its supporting Infrastructure Plan and supporting investment; and
 - b) Queensland’s forward planning regime for its road network, the annual production of the rolling five year Roads Implementation Program and annual National Land Transport Network Forward Strategy Report (in a form to be agreed between the parties) to the Australian Government
- provided these are not inconsistent with the proposed forward planning regime outlined in Clauses 88 to 91 on corridor strategy development.
- 8) Both parties recognise the importance of sustaining overall investment in more efficient and better integrated land transport linkages aimed at improving Australia’s economic growth and international competitiveness.
- 9) Both parties recognise that:
- a) planning of, and investment in, transport infrastructure at national, State, regional and local levels needs to contribute to an efficient, sustainable and safe transport system for all users; and
 - b) decisions in one arena (for example, the National Land Transport Network, State road or rail networks) impact on, and need to take account of, the operation of the transport network as a whole.

- 10) The Australian Government has significantly increased its expenditure on projects on the National Land Transport Network in Queensland during the five year period to 2008-09.
- 11) Queensland has significantly increased its expenditure across the transport system during the five year period to 2008-09. The forecast Queensland Government total commitment for road and transport infrastructure is in excess of \$6.16 billion for roads and \$2.95 billion for rail and public transport, and in excess of \$460 million for local government transport infrastructure (including Roads and Drainage Grants) - a total of \$9.57 billion. The proposed Queensland Government total commitment for road and rail infrastructure on the National Land Transport Network for the period 2004-05 to 2008-09 is \$1106.44 million (\$654.87 million for road and \$451.57 million for rail). Details of past expenditure by the Australian Government and Queensland are set out in Schedule B. Details of the Australian Government and Queensland's proposed investment across the transport system for the five years, 2004-05 to 2008-09, are set out in Schedule C.
- 12) Both parties recognise the importance of funding for the development of land transport linkages at the regional and local level, which deliver economic and social benefits to regional and remote communities. The Australian Government has committed to increase the financial assistance that it will provide for regional and local transport infrastructure between 2005-06 and 2008-09. Queensland undertakes not to reduce its expenditure on local transport infrastructure as a consequence of AusLink funding during the five year period to June 2009. (Queensland's expenditure on local roads (through local government) is set out in Schedules B and C.)
- 13) Nothing in this Agreement precludes the parties from implementing a supplementary agreement for specific corridors of the National Land Transport Network.
- 14) Both parties are committed to working together cooperatively and actively to implement this Agreement.

Scope and Purpose

- 15) This Agreement covers arrangements applying to funding made available by the Australian Government to Queensland under the first five-year AusLink investment programme (2004-05 to 2008-09) and any agreed subsequent changes to, and extensions of, the programme. It also covers agreed arrangements for infrastructure planning, identification of investment priorities, development and assessment of project proposals and evaluation of completed projects.
- 16) The parties agree that this Agreement takes precedence over, but needs to be read in conjunction with the Notes on Administration.

Commencement and Amendment

- 17) This Agreement commences upon signature by both parties. The parties may agree in writing to amend the Agreement.

Application of Commonwealth and State Legislation

Commonwealth Legislation

- 18) Australian Government funding under this Agreement is provided by Section 96 grants and is subject to the provisions of the *AusLink (National Land Transport) Act 2005* and the *Australian Land Transport Development Act 1988*.

State Legislation

- 19) The following Queensland legislative framework applies to projects identified in this agreement:
- a) the *Transport Planning and Coordination Act (1994)* and the *Transport Infrastructure Act (1994)*;
 - b) the *Integrated Planning Act (1997)*, as amended by the *Integrated Planning and Other Legislation Amendment Act (2004)*; and
 - c) additional regulatory provisions established for the South East Queensland Regional Plan apply to projects in South East Queensland.

Funding Purposes and Contributions

Australian Government Contribution

- 20) Subject to the remainder of this Agreement, the Australian Government agrees to make available a total provision of up to \$1524.07 million (excluding maintenance expenditure) for construction projects in Queensland in the five years 2004-05 to 2008-09. The Australian Government may, at its discretion, add to this amount from time to time, with associated amendments to Schedule A.

- 21) Australian Government funding will be made available for:
- a) the construction projects described, and up to the amounts specified, in Schedule A; and
 - b) road maintenance on the National Network in Queensland for the annual amounts specified in Schedule A, determined in accordance with the Australian Government's maintenance formula.

- 22) The Australian Government will contribute funding for projects listed in Schedule A that continue beyond the period 2004-05 to 2008-09 on the terms set out in Schedule A.

Queensland Contribution

- 23) Queensland agrees to contribute funding from its own source revenue for the projects specified and on the terms specified in Schedule A, and subject to clauses 41 to 50 (Variations to Projects and Funding). Own source revenue is defined as total Queensland Government general revenue (ABS uniform reporting basis) less Australian Government specific purpose payments to and through Queensland. On this basis, own source revenue would include all Australian Government general purpose grants and the GST.
- 24) In addition, Queensland has committed to investing significant amounts, both on and off the National Land Transport Network, in projects that contribute to the national and inter-regional freight task and the overall efficiency, integration and safety of transport in Queensland.

Project Arrangements

Project Communications

- 25) A communication protocol will be established for each project, with the parties to nominate a principal point of contact for all communications relating to the project.

Project Scope

- 26) The scope of each project in Schedule A will be agreed in writing by both parties in conjunction with the project submission and approval process described in the AusLink Notes on Administration.

Project Timetable

- 27) Both parties will seek to ensure that projects are commenced and implemented in a timely way by working in good faith to establish and meet a project timetable agreed in writing by the parties.

Performance Indicators

28) Specific transport performance indicators for each project will be agreed in writing by the parties in conjunction with the project submission and approval process described in the AusLink Notes on Administration. The parties agree that, wherever appropriate and practical, specification of transport performance indicators for each project will have particular regard for the programme objectives (Clause 2) of improving the efficiency, safety and reliability of the National Land Transport Network. Performance indicators reflecting these objectives might typically be: changes in travel times and operating costs; accident statistics; and, where relevant to projects being sponsored by Queensland, frequency of achievement of specified operating targets.

Phasing of Contributions

29) Both parties acknowledge that nothing in this Agreement obliges either party to make any payments on its contribution to a project in advance of the other or in advance of costs being incurred.

30) The parties agree to collaboratively:

- a) prioritise the work programme for projects in Schedule A;
- b) set a timetable and cash flows for each project in Schedule A;
- c) periodically review the programme and
- d) recognise that flexibility is required in planning project cash flows, if either party contributes in excess of, or less than, the annual amount budgeted, then the relevant amount will be credited or debited for reconciliation over the life of the project,

to ensure the most cost effective project and programme delivery over the life of this Agreement.

Eligible Project Costs

31) Project costs that may be included for “continuing projects” listed in Schedule A have been agreed outside this Agreement.

32) For new AusLink projects listed in Schedule A, Australian Government funding may only be directed towards meeting “eligible project costs” set out in this Agreement.

33) For projects to which Queensland has agreed to make a financial contribution, only expenditure on “eligible project costs” will be recognised as counting towards the Queensland contribution to the project.

34) For purposes of this Agreement, and unless otherwise agreed in writing at the time of defining the project scope or subsequently, “eligible project costs” includes:

- a) direct costs of planning, such as the preparation of project reports and design documentation, public consultation, environmental assessment and clearances, construction and traffic management of the project;
- b) costs arising from any latent conditions associated with construction of the project;
- c) direct costs of the supervision of the project;
- d) costs of meeting any conditions imposed on the project in respect of matters of National Environmental Significance under the Environment Protection and Biodiversity Conservation Act 1999;
- e) costs of meeting conditions imposed on the project by Queensland environment, planning or Indigenous cultural heritage agencies, as agreed on a case by case basis with the Australian Government;
- f) costs of reasonable urban design, noise barriers and landscaping of the project;
- g) costs of project public recognition and publicity including any ceremonies connected to progress on the project;
- h) costs of necessary connections to the road network but limited to works within the road reserve or the limit of any access ramps or other ancillary roadworks, service roads and facilities essential to the safety and efficiency of the National Land Transport Network;
- i) the costs of, or arising from, any legal action relating to projects in Schedule A that is not due to Queensland failing to properly administer tender processes and supervise and manage relevant contracts; and
- j) costs of incorporating cost effective Intelligent Transport Systems (ITS) features within the project.

35) Unless agreed otherwise in writing at the time of defining the project scope or subsequently, “eligible project costs” does not include:

- a) any component of the network oversight and administration costs of any Queensland agency;
- b) the cost of elaborate artworks or aesthetic features associated with a project; or
- c) any costs associated with sections of road or rail that might be bypassed by a project and cease to be part of the AusLink National Network in the near future.

- 36) For purposes of projects listed in Schedule A at the time of signing this Agreement, land acquisition costs will be treated as an item of “eligible project costs” for purposes of Clauses 32 and 33 above.
- 37) For projects which may after the signing of this Agreement be added to Schedule A, the treatment of land acquisition costs as a possible item of “eligible project costs” will be considered by the Australian Government on a case by case basis.
- a) Where, in the opinion of the Australian Government:
- i. there has been a failure by Queensland to take action to secure land for future transport needs well in advance of proposed construction works, including by identifying appropriate reservations in planning documents, retaining suitable land already in government ownership and acquiring additional land as appropriate; or
 - ii. land needed for the project is transferred between State Government agencies for purposes of the project other than at market value, as agreed by the Queensland Valuer General and an independent valuer of the Australian Government’s choosing,

the Australian Government reserves the right not to treat the cost as an “eligible project cost”. Where the Australian Government agrees the cost is an “eligible project cost”, the parties will reach agreement on the share of that cost to be borne by either party.

- 38) In determining whether a contribution will be made to future projects, the Queensland Government will take into account all costs the State will incur.

Processes for Programme and Cashflow Management

- 39) The parties will meet as necessary to review progress with the implementation of the projects covered by this Agreement.
- 40) To facilitate orderly management of the programme of projects and the associated annual cashflow requirements, the parties agree to the following processes:
- a) Queensland will provide to the Australian Government, no later than 28 February each year, an expenditure budget for each project in Schedule A for each of the remaining years covered by Schedule A. The Australian Government will request monthly cash flows at a later date. Both parties will collaboratively review and update this information throughout the year;

- b) the Australian Government will provide to Queensland each year, at the time of the Australian Government Budget, an indicative forward AusLink Investment Programme, setting out a budget for eligible expenditure by Queensland on the projects listed at the time in Schedule A;
- c) the indicative AusLink Investment Programme will, to the extent possible within Australian Government Budget constraints, reflect the Queensland Government funding requirements for the projects listed in Schedule A and be in accordance with Clause 27 (Project Timetable);
- d) Queensland will, in light of the announced State Government budget, and on receipt of the annual advice of the AusLink Investment Programme from the Australian Government, provide to the Australian Government an indicative funding commitment to individual approved projects on the AusLink Investment Programme with Queensland;
- e) the indicative funding commitment by Queensland will reflect, to the extent possible within the Queensland Government's available funding, the agreed funding requirements of the projects listed in Schedule A and the agreed project timetables determined under Clause 27.

Variations to Projects and Funding

- 41) Both parties recognise that there may be a need from time to time to vary some of the project details in Schedule A as project proposals are further developed and refined or in response to circumstances that may potentially affect the scope, cost (and respective funding contributions) and expected timelines of projects. The parties also recognise that some projects listed in Schedule A are not at final estimate stage, and that external cost drivers may result in significant, unforeseen changes in costs.
- 42) Any variations to a project as described in Schedule A, including scope, cost (and respective funding contributions) and timelines, will be agreed in writing by the parties.
- 43) The parties agree to the following principles and processes for dealing with possible variations.

Increases in Project Costs

- 44) In the event of an increase in the cost of a project listed in Schedule A, subject to a construction contract not having been awarded, the parties acknowledge that there is a range of possible approaches which will be jointly considered including:

- a) an increased contribution to the project by the Australian Government;
 - b) a contribution or increased contribution to the project by Queensland;
 - c) changes to the project scope; or
 - d) as a last resort, withdrawal of funding.
- 45) Where there is an increase in the cost of a project listed in Schedule A, the Australian Government may increase its level of funding. However, where the Australian Government agrees to increase its funding contribution to a project during the five year period 2004-05 to 2008-09, this increased Australian Government funding will need to be provided from within the overall amount available to Queensland under Clause 20 for approved construction projects in Queensland in the five year period 2004-05 to 2008-09.
- 46) Where there is an increase in the cost of a project listed in Schedule A, Queensland may contribute funding or increase its level of funding. Such a contribution may be greater than the percentage share being provided by Queensland towards the original project cost estimate.
- 47) Both parties may agree to reconsider the scope, or construction design being proposed for a project. Such reconsideration will include, in particular, the likely implications of the proposed change for the objectives identified for a project and the whole-of-life costs and benefits.
- 48) As a last resort, both parties reserve the right to withdraw funding for a project prior to awarding the construction contract, where it becomes clear that the initial estimated contribution of either party falls significantly short of the amount that will be required to complete the project, based on a revised cost estimate. Payments to affected tenderers that are necessary in the event of either party withdrawing funding from a project will be agreed on a case by case basis.

Where this occurs, the parties may elect to reallocate the funding in the following ways:

- a) the Australian Government may reallocate the funding to another AusLink project(s) in Queensland or, as a last resort, in another State or Territory; and
- b) Queensland may reallocate the funding to another project(s) on the National Land Transport Network, or as a last resort, to other priority transport projects in the State.

Treatment of Project Cost Savings

- 49) Where the final project cost to government is less than the amount(s) which the Australian Government, or in the case of a jointly funded project the Australian Government and Queensland, has agreed to make available (as specified in Schedule A) , the savings (including savings resulting from private sector participation in the project) will be treated in the following way:
- a) for fully funded Australian Government projects the savings will be applied, as agreed between the parties, as an Australian Government contribution to another project or projects listed in Schedule A; and
 - b) for projects to which each party has committed a specified funding contribution, the savings will be divided on a pro-rata basis and be respectively applied, as agreed between the parties, to another project or projects included in Schedule A.

Project Delays

- 50) In the event that the parties are unable to agree on a timetable for a project or if significant delays occur in the implementation of the project against a previously agreed timetable in preparing the project for construction (for reasons that are within the control of the State), both parties reserve the right to review their funding contributions and to reallocate that funding:
- a) in the case of the Australian Government to another AusLink project(s) in Queensland or, as a last resort, in another State or Territory; and
 - b) in the case of Queensland to another project(s) on the National Land Transport Network, or as a last resort, to other priority transport projects in the State.
- 51) For the purposes of Clause 50 reasons over which either party cannot reasonably have control, and which cause the Australian or Queensland Governments to be unable to perform their obligations for a minimum period of six months include:
- a) war, whether declared or undeclared, revolution, terrorism or act of public enemies;
 - b) riot or civil commotion;
 - c) strike, stoppage, ban, limitation on work or restraint of labour;
 - d) Act of God; or
 - e) fire, flood, storm, tempest or washaway.

Notice and Consultation

- 52) Where circumstances give rise to the possible need for action under any of the Clauses 43 to 50 above, the parties agree to consult to ensure that alternative actions are explored and considered and that both parties are aware of any consequences resulting from particular courses of action.
- 53) If, after consultation, either party proposes to take action to vary or withdraw its financial assistance for a project under Clauses 43 to 50 above, the party concerned will formally advise the other in writing of its intention to take such action. The matter will then be subject to a 30 day period during which the other party can make further submissions or the parties can agree to reconvene discussions prior to the decision being formally advised in writing and/or publicly announced.

Terms and Conditions of Australian Government Assistance for Approved Projects and Maintenance

- 54) In addition to the conditions attaching to the provision of Australian Government funding for approved projects under the AusLink (National Land Transport) Act, when enacted, and the *Australian Land Transport Development Act*, Queensland agrees that the provision of Australian Government funding for each project specified in Schedule A will also be conditional upon Queensland complying with the following conditions.

Provision of Queensland Funding Contributions

- 55) The Australian Government's contribution to a project specified in Schedule A is conditional on Queensland fully meeting the terms of any funding contribution to that project specified in Schedule A, subject to any variation(s) that may be subsequently agreed in writing on a case by case basis.

Conditions of Maintenance Funding

- 56) The Australian Government's road maintenance contribution will be provided to Queensland on condition that Queensland maintains to an agreed level of service National Land Transport Network roads within Queensland, and supplies agreed data on the condition and usage of, and maintenance expenditure on, the Network to enable the Australian Government to meet its accountability and reporting requirements.
- 57) The parties will cooperatively develop the agreed standards of service that will be achieved on the relevant corridors within Australian and Queensland Government funding.

National Code of Practice for the Construction Industry

- 58) The National Code of Practice for the Construction Industry (the code) and the Australian Government Implementation Guidelines for the Code (the guidelines), as they stand on the date the State of Queensland signs this Agreement, will apply to all construction projects where:
- a) the Australian Government's contribution to an individual project is \$5 million or more and where that contribution represents at least 50 per cent of the total project value; or
 - b) the Australian Government's contribution to an individual project is over \$10 million, irrespective of the proportion that represents of the total project cost.
- 59) The code and guidelines apply to new projects approved by the Australian Government after 1 January 2004. *[These are appropriately designated in Schedule A.]*

Recognition Arrangements

- 60) Australian Government funding for each project in Schedule A is conditional on Queensland providing the Australian Government with public recognition for its contribution to projects undertaken under the Programme.
- 61) The parties acknowledge that public recognition for all projects undertaken on the National Land Transport Network in Queensland should have regard to the respective contributions of the parties to the funding of the projects.
- 62) Where the Australian Government is fully funding all eligible project costs, it will receive major prominence in, and a determining say over the content and timing of, all public recognition.
- 63) Where a project is funded jointly, all public recognition for that project will be joint and agreed. Prima facie, each party will receive equal prominence in any public recognition.
- 64) Where a project is fully funded by the Queensland Government on the National Land Transport Network, Queensland will determine all public recognition.
- 65) Where any public recognition is proposed, each party agrees that it will provide the other party with adequate notice of the proposed public recognition and an appropriate opportunity to ensure that the proposed public recognition meets the other party's requirements.
- 66) Each party agrees that it will not, without the prior agreement of the other party, provide public recognition for a project stating, requiring or implying a funding commitment to a project by the other party.

- 67) The parties agree that they will not, in the public recognition of their respective budgets or forward programmes for land transport infrastructure funding, include funding provided by the other party without a full acknowledgement of the other party's funding contribution in total and in respect of individual projects.
- 68) The definition of public recognition and the procedures for implementing this Agreement in respect of recognition for the Australian Government contribution are set out in Schedule D to this Agreement.

Conditions Relating to National Land Transport Network Connections

- 69) Australian Government funding for each approved project on the AusLink National Land Transport Network is conditional upon:
- a) clear identification of, and agreement between the parties on, the way in which the project will connect to, intersect with, or impact on, the remainder of the transport network at a specific location or locations. This agreement will be reflected in the defined project scope (as provided for in Clause 26) prior to the construction of the project; and
 - b) the Australian Government's agreement to any subsequent change to agreed arrangements relating to the way in which the project connects to, or intersects with, the remainder of the transport network at a specific location or locations.
- 70) The parties will negotiate in good faith to resolve any issues with connections to, or intersections with, the AusLink National Land Transport Network arising from the approved project as defined. If the parties cannot reach agreement, then the following options are available to either or both parties:
- a) reconsider the project's priority, scope, design and costing with a view to resolving outstanding issues with connections and/or intersections;
- or, if this is not possible, despite both parties' best endeavours:
- b) withdraw funding from that project and apply it (on a pro rata basis if appropriate) to another project or projects within Schedule A;
- or, if the parties cannot agree on another project or projects within Schedule A, then
- c) the Australian Government reserves the right to reallocate the surplus funding to a project or projects in another State; and
 - d) Queensland reserves the right to reallocate the surplus funding to other projects not on the National Land Transport Network.

- 71) Any change to the way in which the project will connect to, intersect with, or impact on, the remainder of the transport network at a specific location, or locations, as defined in the agreed project scope, will form a variation to the project, and be dealt with by the provisions of Clause 42.

Other Project Specific Conditions

- 72) Both parties may agree, in writing, additional terms and conditions relating to individual projects.

Queensland Specific Clauses

Higher Mass Limits

- 73) Both parties recognise that HML vehicles have the potential to lower transport costs and increase economic and freight efficiency.
- 74) Accordingly, both parties agree to work co-operatively towards ensuring a structured sensible extension of HML vehicle access onto a broader strategic network. It is agreed that further extensions will reflect the following principles:
- a) Both parties commit to accelerating the development of the Intelligent Access Program (IAP). Specifically, both parties:
 - i. support vehicle tracking with suitable mass compliance functionality being implemented for all HML vehicles on a national basis, and eventually to other restricted access heavy vehicle categories; and
 - ii. agree that access to HML will be conditional on an enforceable commitment from all operators to participate in the full IAP process from the time that it is operational and available.
 - iii. The Australian Government will provide funding to:
 - the National Transport Commission (NTC) and/or Transport Certification Australian Limited, as appropriate, to accelerate this process with a view to ensuring that both route access and mass compliance can be accurately monitored and regulatory breaches enforced.
 - Queensland to conduct a trial of Intelligent Tracking Systems, including vehicle tracking to support route and mass compliance

- b) Both parties commit to the development of an enforceable in-service road friendly suspension maintenance regime. This will involve supporting NTC in:
- i. development of a proposal for ATC consideration for an in-service suspension test for road-friendly suspensions, with suitable penalties attached for actual damage or non-compliance with the maintenance regime; and
 - ii. pending 74 b) i above, development of an urgent proposal for ATC consideration to amend current HML arrangements to provide an agreed and enforceable component replacement program.

The Australian Government will provide supplementary funding to NTC for this purpose.

Extension of HML on the Queensland Network

75) Subject to Clause 74 above, Queensland agrees to:

- a) reaffirm approval of existing HML access to roads on the AusLink National Land Transport Network in Queensland as follows:
- i. former national highway system:
 - Brisbane – Cairns (Bruce Highway and minor part of Gympie Arterial)
 - Brisbane – Darwin (Warrego, Landsborough, minor part of Flinders, and the Barkly Highways)
 - Brisbane – Melbourne (Gore, and minor parts of Leichhardt and Cunningham Highways)
 - Brisbane – Sydney (Cunningham and New England Highways)
 - Brisbane Urban Extension (Ipswich Motorway, Griffith Arterial and Redland Sub-arterial linking Gateway and Ipswich Motorways, and Gateway Motorway)
 - ii. Pacific Motorway (Gateway Motorway to NSW border)
 - iii. Port of Brisbane Motorway
- b) the extension of HML access without delay to other roads on the AusLink National Land Transport Network in Queensland, where there would be nil or negligible cost impact on structures, pavements and surfacing.

- c) approve further extensions of HML access on the AusLink National Land Transport Network as set out below:
- i. Flinders Highway between Cloncurry and Charters Towers by December 2006, and between Charters Towers and the Bruce Highway at Wulguru in Townsville, by June 2006.
 - ii. Gladstone Port Access Road, subject to:
 - Determination of the preferred route for the AusLink National Land Transport Network into the Port; and
 - completion of a full safety audit and assessment of costs to upgrade related vulnerable assets by March 2006.
- d) undertake the upgrading required in 75 c) as soon as possible, with the Australian Government to meet the full cost up to \$10 million. This Australian Government funding is over and above the funding to Queensland detailed in Schedule A to this Agreement.

The Australian and Queensland Governments also agree to continue negotiations on funding arrangements to facilitate extension of HML access to the Port of Townsville, namely:

- completion of stage 1 of the Townsville Port Access Road (Stuart Bypass connection between Flinders and Bruce Highways) scheduled for June 2007
- completion of stage 2 of the Townsville Port Access Road (connecting the Bruce Highway to the Port)

Note: Queensland has previously sought 50 per cent Australian Government funding for stages 1 and 2 of the Townsville Port Access Road.

- 76) Further extensions to the HML network will be considered between the parties on a case-by-case basis, where funding for upgrades or the replacement of vulnerable assets is required.
- 77) Queensland agrees to approve the extension of HML access on the state-controlled B-Double road network in Queensland, on the following basis:
- a) up to the first vulnerable asset by 1 October 2006 – noting that, to the extent IAP is not available at that time, Queensland will implement appropriate arrangements for approval and enforcement;
 - b) Queensland will work cooperatively with the Australian Government to prepare a proposal, for ministerial consideration, outlining a sensible, staged rollout of HML access beyond that set out in Clause 75 and 77 a) above, within the guiding principles outlined in Clauses 73, 74, 75 and 76 above, and any conditions that would apply;

- c) Australian and Queensland Government officers will meet before the end of 2005 to progress this proposal. This work will be based on the draft preliminary advice (*Map 1(A) Selected Strategic B-double Routes – ESTIMATED upgrade costs for HML*) that QDMR submitted to DoTaRS on 6 September 2005.
 - d) this proposal will also consider the concerns of local government and industry, and focus initially on key strategic links across the network.
- 78) The parties also agree to encourage local councils and the trucking industry to implement HML consistent with these conditions on roads involved in the freight task.
- 79) The Queensland government will provide six-monthly progress reports to the Australian Government on implementation of HML in Queensland in a form to be agreed between parties on the following basis:
- a) Queensland has an existing arrangement where approval will be given at the request of transport operators, with the agreement of local government, to extend the HML network to the next vulnerable structure or surface. Queensland will review the application of this policy to remove any unintended obstacles; and
 - b) Queensland will review its priority road network and provide to the Australian Government its assessment of the extent to which HML can be extended without compromising structures.
- 80) In the longer term, and in order to more effectively address the issue of infrastructure damage and maintenance, the parties agree to fully assess the options for inclusion of mass distance charging in the 4th Charges Determination to be developed by the NTC.

Australian Rail Track Corporation

- 81) The Australian Government's aim is for the Australian Rail Track Corporation (ARTC) to be established as a single entity responsible for track management across the interstate standard gauge network between Perth and Brisbane.
- 82) The parties agree to the early establishment of an effective operational arrangement between Queensland Rail and the ARTC that enhances the efficient movement of interstate rail freight to and from Queensland and works towards enabling single access arrangements for rail users on the interstate standard gauge network.

Arrangements for Project Planning and Delivery

- 83) The Australian Government recognises that primary responsibility for project planning and delivery rests with Queensland.

- 84) Queensland acknowledges the Australian Government's right to participate in project planning and/or to review project delivery to ensure that its policy objectives and accountability responsibilities are satisfied. Queensland also acknowledges that the Australian Government may from time to time undertake reviews of the planning and delivery of projects. Queensland will cooperate fully with the Australian Government and its agents in the conduct of such reviews.
- 85) Both parties recognise that circumstances may arise where:
- a) Queensland has chief responsibility for the planning and delivery of a project, but the project substantially affects the responsibilities or operations of a third party (or parties), such as another State(s) and/or rail track manager(s), or
 - b) a third party has chief responsibility for the planning and delivery of a project in Queensland.
- 86) Both parties acknowledge that in such circumstances there may be a need to negotiate an additional agreement(s) related to the project to ensure that the interests of all parties are adequately recognised.

Arrangements for Infrastructure Planning, Identification of Investment Priorities and Development of Project Proposals

- 87) Both parties acknowledge the need for ongoing cooperation across a range of matters in order to ensure that future land transport infrastructure requirements are planned, prioritised and delivered in an orderly way.

Corridor Strategies

- 88) The parties will cooperate in assessing future priorities for the National Land Transport Network in Queensland by undertaking joint studies of individual corridors and developing a 20-year (or long-term) strategy for each corridor to guide future investment.
- 89) The parties agree that corridor studies may require comprehensive assessment of a range of solutions and alternative routes within a corridor.
- 90) In developing each corridor strategy, both parties will examine:
- a) transport projections, the condition and capacity of infrastructure, and land use plans along the corridor, ensuring that economic, social and environmental factors are considered;
 - b) the relationship between the National Network and its connections to the broader transport system; and
 - c) a broad range of solutions to future transport needs, including those which might defer or limit the need to expand the physical capacity of the National Land Transport Network.

- 91) Both parties will meet their own costs of participating in meetings and consultations; and share funding of any consultancies or other developmental work they agree is required to undertake strategic planning and development of corridor strategies.

Broadening the Range of Solutions

- 92) The parties agree to consider, and where appropriate to trial and deploy, alternatives to built infrastructure, such as technology-based applications and urban travel demand management, which might limit or defer the need to extend the physical capacity of the Network and deliver transport safety, efficiency and environmental benefits.
- 93) The parties agree to assess the relative merits of capital or maintenance works when investigating and making decisions on potential future projects on the National Land Transport Network, with a view to maximising the efficiency and life of the Network.

Cross-border Cooperation

- 94) Where the planning and development of a corridor, transport link or project involves cross-border considerations, the Australian Government may convene discussions between the affected governments. Both parties will participate constructively in these discussions with the objective of achieving a positive joint outcome.

Transport and Land Use Planning Affecting the National Network

- 95) Both parties recognise that the effective and safe operation of the National Land Transport Network serves both national and State objectives, and that state-funded work on state arterials and local networks, the rail network, and public transport generally supports and benefits national objectives and the National Land Transport Network. Accordingly, both parties recognise the need to:
- a) integrate transport and land use planning at a network level to ensure the safe and effective operation of the AusLink National Land Transport Network, and appropriate interaction between this Network and State arterial road and local road networks; and
 - b) to the degree that it is within their control, avoid excessive additions to the traffic load on the AusLink National Land Transport Network from State arterial or local road systems.
- 96) Both parties will act in good faith within their respective authorities to facilitate balanced outcomes consistent with the objectives set out in Clause 95.

97) Queensland agrees to:

- a) inform the Australian Government of any proposed changes to planning schemes (particularly for metropolitan areas and major regional centres) which might materially affect the operation of the National Network;
- b) advise the Australian Government of the relevant Development Authority so it has an opportunity to express a view to the Development Authority on any such proposals; and
- c) make appropriate use of State Government powers, including under the *Transport Planning and Coordination Act 1994*, the *Transport Infrastructure Act 1994* and the *Integrated Planning Act 1997*, to ensure the impact of any project or planning scheme on the AusLink National Land Transport Network is consistent with its intended use as a National Land Transport Network corridor.

98) The Australian Government agrees to inform the Queensland Government of any proposed major development of Commonwealth owned land which might materially affect the operation of the National Land Transport Network and to use its best endeavours to ensure the impact on the National Land Transport Network is acceptable.

State Funded Projects on the National Network

99) Queensland agrees to inform the Australian Government in a timely way of projects that it proposes to undertake on the National Network which are additional to those listed at Schedule A.

Project Cost Estimation

100) Both parties recognise that project cost estimates become progressively more robust as estimates are developed through the cycle of concept, planning, design and construction estimates.

101) Both parties will cooperate in the identification and implementation of 'best practice cost estimating' with a view to being able to derive reliable cost estimates for projects to be funded under this Agreement. Both parties will work with each other, and with other jurisdictions, to identify appropriate data, methodologies and processes to achieve this end.

Project Assessment

102) Both parties will apply and progressively refine a nationally consistent project assessment methodology for projects on the National Network drawing on the *National Guidelines for Transport System Management* developed by the SCOT Working Group including the Australian Government, States, Territories and the Australian Local Government Association.

103) The assessment methodology, as endorsed by ATC, will be phased in as follows:

- a) the *National Guidelines for Transport System Management* will be adopted, reviewed and improved collaboratively by the SCOT appointed Working Group, and any significant changes referred to SCOT/ATC for approval;
- b) formal proposals for projects identified in Schedule A will be accompanied by the information and data required for purposes of relevant elements of the assessment methodology so as to provide a benchmark for appraisal of project outcomes;
- c) the assessment methodology will be applied in studies and analyses to support the development of corridor strategies to assist with identifying broad future investment priorities; and
- d) all future new projects (not listed in Schedule A) will be subjected to assessments undertaken fully in accordance with the agreed *National Guidelines for Transport System Management*.

Project Evaluation

104) The parties agree to cooperate in the joint evaluation of projects so as to facilitate both performance review of this Agreement and continuous improvement of investment decision making. Evaluation of projects completed under this Agreement will, in particular, focus on establishing the extent to which project performance indicators established under Clause 28 have been achieved, and reviewing the accuracy of demand forecasts and cost estimates used in the assessment of the project prior to commencement.

Supporting Data

105) Both parties note that ATC Ministers have agreed to further develop approaches for appropriate data sharing and coordination. Both parties are committed to the process to develop a data framework which will provide better and more accessible data for the purposes set out in Clause 109. Both parties will cooperate in the implementation of such a framework, subject to cost sharing arrangements that may be agreed at that time.

106) Both parties agree to develop a protocol for the management, use and exchange of data, setting out agreed evaluation methodologies and mechanisms for maintaining confidentiality of data.

107) Both parties recognise the importance of improved data collection and sharing to support assessment and evaluation at National Network, corridor and project levels.

108) Queensland agrees to:

- a) provide, in response to reasonable requests from the Australian Government, aggregate performance and output data by link available to Queensland;
- b) assist, subject to the negotiation of acceptable cost sharing arrangements, in arranging the collection and exchange of relevant data; and
- c) in conjunction with a) and b) above, work with the Australian Government as a matter of priority to ensure the availability of baseline data relevant to key performance indicators for projects, in particular, those measuring changes in the efficiency, safety and reliability of transport operations on the National Land Transport Network.

109) Consistent with clauses 105 to 108 above, Queensland will provide data and information to the Australian Government, to be used by the parties in jointly:

- a) assessing the performance of, and infrastructure investment requirements and priorities associated with, specific corridors forming part of the National Land Transport Network;
- b) undertaking periodic assessments of the composition and performance of, and infrastructure investment requirements associated with, the National Land Transport Network as a whole;
- c) assessing the effectiveness of maintenance expenditure and activity in ensuring that the National Land Transport Network continues to meet an agreed level of service;
- d) conducting evaluations of completed projects in accordance with Clause 104 (Evaluation) and having regard to project performance outcomes specified pursuant to Clause 28 (Performance Indicators); and
- e) facilitating AusLink programme evaluation, including baseline assessment.

110) The Australian Government undertakes to fully consult with Queensland in relation to the purposes for which any requested data is being sought, the proposed methodology of any analysis for which the data will be used and the possible publication of any of the data.

111) Queensland will provide data to the Australian Government by 31 December each year showing, in summary:

- a) total State expenditure (excluding Australian Government grants) in the preceding financial year; and

- b) budgeted State expenditure (excluding Australian Government grants) for the current financial year,

on State and local government roads and rail. This will be by category, in a form agreed between the parties.

- 112) The parties note that data and assessment requirements for projects submitted for consideration and possible approval under the *AusLink (National Land Transport) Act 2005* will be consistent with the National Guidelines for Transport System Management, and this will be reflected in the AusLink Notes on Administration.

Encouragement of Private Sector Participation

- 113) Both parties acknowledge that the encouragement of increased participation and funding from the private sector is important to meeting future land transport infrastructure requirements. The parties will work collaboratively to ensure that the potential for financial participation by the private sector in relation to projects on the National Land Transport Network is fully explored.
- 114) Both parties acknowledge that participation by the private sector may take a number of forms including: ownership; financing and operation of a project (such as Design, Construct and Maintain Contracts); transfer of risk and assessment; operation of business concessions associated with a project; or a financial contribution in recognition of specific benefits flowing from a project (for example, additional charges to users such as tolls on roads).
- 115) For future projects for which an Australian Government funding contribution is to be sought, Queensland will provide an assessment of the potential scope for private sector participation to increase the benefit to the community, together with a description of the process employed by Queensland in making its assessment.
- 116) The extent of each assessment will depend on the size of the project. In the case of projects estimated to cost in excess of \$500 million the parties agree that formal expressions of interest for private sector financing of the project will normally be sought from the private sector as part of the assessment.
- 117) The Queensland Government Value for Money Framework currently applies to projects valued over \$100 million whole of life (net present value). The Framework focuses on whole of life costing, identifying and optimally allocating risk, and fully exploring the potential for private sector involvement.

Notification and Resolution of Issues

- 118) Should a matter arise which could jeopardise either party's adherence to this Agreement, the affected party will advise the other party as soon as practicable and both parties will attempt to resolve the matter in good faith.

Non-adherence

- 119) The Australian Government may withhold all or part of its funding to Queensland under this Agreement, should there be a material breach of the Agreement or if its funding is not used for the intended purpose. This may involve reallocation of Australian Government funding to other projects, not necessarily in Queensland. This is on condition that the funding withheld must directly relate to the alleged breach and be proportional to that breach.
- 120) Queensland may withhold all or part of its funding from a project under this Agreement, should there be a material breach of the Agreement by the Australian Government. This is on condition that the funding withheld must be directly related to the alleged breach and be proportional to that breach.

Review of Agreement

- 121) The parties agree to review this Agreement and the activities undertaken pursuant to it by 30 June 2008. The review will encompass the activities undertaken pursuant to the Agreement. The specifications for the review process will be agreed by both parties and confirmed in writing prior to the review process commencing. Both parties agree to pay their own costs incurred as a result of the conduct of the review.

Authorities to act on behalf of the parties

- 122) In the interests of facilitating the expeditious handling of matters arising under this Agreement, the parties may authorise persons to act on their behalf in respect of particular matters and will notify each other in writing where they have done so.
- 123) The parties will each nominate a person or occupant of a specified position to be the contact point for issues relating to the Agreement.

SIGNED by the parties on the Day of 2005

SIGNED for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
by the Minister for Transport and)
Regional Services)
.....

in the presence of)
)

.....
Witness

SIGNED for and on behalf of the)
STATE OF QUEENSLAND)
by the Minister for Transport and)
Main Roads)
.....

in the presence of)
)

.....
Witness

SCHEDULE A – INVESTMENT PROGRAMME 2004-05 TO 2008-09

SCHEDULE B – HISTORICAL FUNDING ALLOCATIONS

Australian Government historical road funding for Queensland

ROADS	Actual Payments					
	99-00 \$m	00-01 \$m	01-02 \$m	02-03 \$m	03-04 \$m	Total \$m
National Highways						
- Construction	94.48	171.88	158.42	122.70	87.12	634.60
- SUMW	12.21	12.22	12.53	7.82	11.26	56.04
- Maintenance	53.23	60.84	46.43	54.25	54.31	269.07
Sub-total: National Highways (NH)	159.93	244.94	217.38	184.77	152.69	959.71
Roads of National Importance (RONI)	51.35	5.50	19.33	50.16	77.66	204.00
Sub-total: NH and RONI	211.28	250.44	236.71	234.93	230.35	1163.71
Roads to Recovery		44.68	62.77	40.99	56.53	204.97
Federation Fund				5.33	24.78	30.11
Black Spot	7.14	8.42	8.00	9.30	8.73	41.59
State Financial Assistance Grants	76.32					76.32
Local road grants component of local government Financial Assistance Grants	73.21	76.47	80.30	83.79	86.44	400.21
Sub-total: Other	156.67	129.57	151.07	139.41	176.48	753.20
Total: Australian Government road funding to Queensland	367.95	380.01	387.78	374.34	406.83	1916.91

Queensland Government historical transport expenditure

ROADS	Actual Expenditure					
	99-00 \$m	00-01 \$m	01-02 \$m	02-03 \$m	03-04 \$m	Total \$m
State-funded expenditure on National Land Transport Network						
- Capital						
• Pacific Motorway	254.46	135.97	28.29	11.02	13.15	442.89
• Port of Brisbane Motorway	1.77	11.99	67.87	57.02	0.20	138.85
• Gladstone Port Road					3.37	3.37
• Flinders Highway	5.94	9.00	9.29	8.33	14.42	46.98
• Stuart Bypass	0.50	0.03	0.02	0.02	0.25	0.82
- Maintenance	5.78	18.09	15.97	17.87	21.36	79.07
Sub-total: National Land Transport Network	268.45	175.08	121.44	94.26	52.75	711.98
State-funded expenditure on remainder of other state-controlled road network (OSCR)						
- Capital	282.62	303.31	225.40	221.70	202.99	1236.02
- Maintenance	223.72	159.71	153.23	194.13	206.64	937.43
- Stewardship, planning and operations	76.71	72.86	86.11	94.77	88.29	418.74
Sub-total: Remainder of OSCR	583.05	535.88	464.74	510.60	497.92	2592.19
Total: Queensland Government OSCR expenditure	851.50	710.96	586.18	604.86	550.67	3304.17

RAIL AND PUBLIC TRANSPORT	Actual Expenditure					
	99-00 \$m	00-01 \$m	01-02 \$m	02-03 \$m	03-04 \$m	Total \$m
State-funded capital expenditure						
Rail - National Network	176.25	122.76	69.00	84.39	57.82	510.22
Rail - other	76.75	115.04	167.10	157.31	354.68	870.88
Non-rail public transport	263.52	191.90	46.25	97.86	62.42	661.94
Total: Queensland Government Rail & Public Transport	516.52	429.70	282.35	339.56	474.92	2043.04

Queensland Government historical expenditure on local government-controlled transport infrastructure

ROAD GRANTS	Actual Expenditure					
	99-00 \$m	00-01 \$m	01-02 \$m	02-03 \$m	03-04 \$m	Total \$m
Subsidies to local government						
- Transport Infrastructure Development Scheme (TIDS)	63.76	37.43	47.48	32.47	47.26	228.40
- Roads and Drainage grants	26.52	27.24	27.73	28.23	28.93	138.64
Total: Queensland Government subsidies to local government	90.28	64.67	75.20	60.70	76.19	367.04

SCHEDULE C – FORWARD ESTIMATES (2004-05 TO 2008-09)

Australian Government planned road funding

The Australian Government has committed up to \$1853.30 million for construction and maintenance of the National Land Transport Network over the current five-year AusLink investment programme (outlined in Schedule A).

In addition, the Australian Government will provide the following funding for the local transport network in Queensland.

ROADS	Forward Estimates					
	04-05 \$m*	05-06 \$m	06-07 \$m	07-08 \$m	08-09 \$m	Total \$m
Roads to Recovery	52.10	62.50	62.50	62.50	62.50	302.10
Roads to Recovery Strategic	0.30	2.90	1.00	0.80		5.00
Black Spot Programme	8.90	8.90	8.90	8.90		35.60
Federation Fund	9.90					9.90
Untied Local Road Grants	89.55	93.11	96.47	100.05	103.74	482.92
TOTAL	160.75	167.41	168.87	172.25	166.24	835.52

* Budgeted expenditure

Queensland Government planned transport allocations

ROADS	Planned Expenditure					
	04-05 \$m	05-06 \$m	06-07 \$m	07-08 \$m	08-09 \$m	Total \$m
State-funded expenditure on National Land Transport Network						
- Capital						
• Pacific Motorway	43.94	117.40	110.09	134.70	56.70	462.84
• Port of Brisbane Motorway		0.89	1.00	1.00	1.00	3.89
• Gladstone Port Road	2.24					2.24
• Flinders Highway	15.51	9.14	9.72	12.95	9.89	57.21
• Stuart Bypass	0.70	4.80	4.65			10.15
- Maintenance	22.11	22.88	23.68	24.51	25.37	118.55
Sub-total: National Land Transport Network	84.50	155.11	149.14	173.16	92.96	654.88
State-funded expenditure on remainder of other state-controlled road network (OSCR)						
- Capital	475.25	683.28	926.23	960.58	1041.61	4086.95
- Maintenance	183.35	195.15	189.91	202.59	206.68	977.68
- Stewardship, planning and operations	79.04	85.60	89.97	92.42	94.93	441.96
Sub-total: Remainder of OSCR	737.64	964.03	1206.11	1255.59	1343.22	5506.59
Total: Queensland Government OSCR	822.14	1119.14	1355.25	1428.75	1436.18	6161.46

RAIL AND PUBLIC TRANSPORT	Planned Expenditure					
	04-05 \$m	05-06 \$m	06-07 \$m	07-08 \$m	08-09 \$m	Total \$m
State-funded capital expenditure						
Rail - National Network	87.19	80.47	73.99	94.78	115.14	451.57
Rail - other	333.61	306.03	300.00	300.00	300.00	1539.64
Non-rail public transport	62.91	207.82	206.01	205.38	280.79	962.90
Total: Queensland Government Rail & Public Transport	483.71	594.32	580.00	600.16	695.93	2954.11

Queensland Government planned allocations on local government-controlled transport infrastructure

ROAD GRANTS	Planned Expenditure					
	04-05 \$m	05-06 \$m	06-07 \$m	07-08 \$m	08-09 \$m	Total \$m
Subsidies to local government						
- Transport Infrastructure Development Scheme (TIDS)	72.84	69.95	63.01	47.25	49.98	303.02
- Roads and Drainage grants	29.66	30.54	31.46	32.40	33.38	157.44
Total: Queensland Government subsidies to local government	102.49	100.49	94.47	79.65	83.35	460.46

SCHEDULE D – RECOGNITION ARRANGEMENTS

1 Definitions

'public recognition' includes issuing any media release, giving any media interview, erecting signs, publishing brochures or community consultation pamphlets, staging sod turning or opening ceremonies or similar ceremonies or any other form of communication with the public or a section of the public claiming or giving the impression of responsibility for providing a transport infrastructure project.

'funding commitment' means an agreement to accept some or all funding responsibility for a transport infrastructure project.

'fully funded' means the provision of all or substantially all expenditure in relation to a project. The parties recognise that the provision of network oversight and administration expenditure does not constitute joint funding of a project.

2 Public Recognition Forms and Principles

The parties acknowledge that public recognition for all projects undertaken on the National Land Transport Network in Queensland should have regard to the respective contributions of the parties to the funding of the projects.

The Australian and Queensland Governments will recognise each other's funding contribution(s) to project(s), including on the AusLink National Land Transport Network.

The Australian and Queensland Governments agree that where draft recognition material is provided from one government to the other, for consultation or approval, it will be used solely for that purpose while it is still being negotiated between the Ministers and/or departmental officers.

Recognition of the Australian and Queensland Governments' funding contributions to projects is to be included in all means of dissemination, including, but not limited to:

- strategy documents, videos and electronic databases;
- advertisements relating to all elements of a fully funded Australian Government, jointly funded or solely Queensland Government funded project, including those involving the calling of tenders and other aspects of a project;
- route selection reports, tender documents, maps, display material and other information products that relate to the project being funded or under investigation;
- media statements and electronic media 'grabs' under the control of the Australian and Queensland Governments;
- publications associated with each project or groups of projects in a region or along a particular national transport corridor;

- signs erected adjacent to projects, along transport corridors or on the project being funded, including traffic management information signs where these include a logo or slogan of the Queensland Government or an authority of the Queensland Government;
- commemorative plaques and ribbons and temporary signs in prominent view at openings or during commemorative ceremonies; and
- invitations and order of proceedings associated with openings, launches, staged completions or other public activities.

3 Media Statements – Factual Information and Emergencies

Where information about a project or information concerning an emergency or other operational issue relating to a project, such as unforeseen road closures due to flooding, accidents or similar events, concerning the sections of the National Land Transport Network need to be provided to the public, the relevant State officials may make public statements of a factual operational nature.

4 Brochures

When a brochure (whether for general information, a publication marking an official opening, information to affected households in surveyed areas) is prepared for any Australian Government funded or jointly funded works, it must acknowledge the Australian and Queensland Governments' funding contributions and objectives by:

- prominent wording stating that the project is funded by the Australian Government (in the case of fully funded projects), or jointly funded (in the case of jointly funded projects) by the Australian and Queensland Governments, and or others;
- including wording agreed by the Australian and Queensland Governments explaining the AusLink objectives for the corridor in which the works will be constructed; and
- featuring the Australian Government crest prominently, and for joint projects, the crests of all funding contributors.

Where a brochure is proposed, the Australian Government Minister will be given proper opportunity to include a message and, if required, a personal photograph. The brochure copy and layout must be submitted for Australian Government approval prior to printing.

5 Electronic Media Dissemination

The recognition criteria applying to brochures will also apply to television advertisements, video, Internet or other forms of electronic broadcast.

6 Route Markings and Signs

States are required to place permanent AusLink signs and route markers at agreed intervals on the National Land Transport Network. The form, size and positioning of signs is specified in Appendix 1.

7 Openings/Commissionings/Commemorative Ceremonies/Plaques

Queensland is responsible for organising opening or completion ceremonies for projects on the National Land Transport Network within Queensland. Wherever possible, these are to coincide with the date on which the project is opened to the public.

Queensland will develop and charge to relevant projects, in conjunction with the Australian Government, a forward programme of official ceremonies to mark the commencement and opening or completion of all Australian Government funded projects.

The Minister for Transport and Regional Services, or a representative, will be given the opportunity to open major projects funded by the Australian Government. The relevant Member and/or Senator(s) of the Australian Parliament will be invited to these ceremonies and other invitees nominated by the Minister. In addition, details of proposed arrangements, including invitations for ceremonies and the order of proceedings, should be forwarded to the Minister for consideration well before they are proposed for issue.

At opening ceremonies for projects fully funded by the Australian Government, the lectern signs and signs adjacent to the plaque will be those of the Australian Government.

In the case of joint funded projects, both Australian and Queensland Governments may display signs, with Ministers jointly agreeing on signage well before the ceremony is to take place. *Prima facie*, public recognition will be equal.

Plaques will include the names of the Commonwealth Minister or their representative in attendance, and the name of the State Minister or their representative in attendance.

8 Commemorative Ribbons

Commemorative ribbons may be used for major Australian Government funded projects. The use of logos and crests on the ribbon is to be consistent with that on plaques.

9 Public Information

The Australian and Queensland Governments will cooperate to provide agreed information to stakeholders including local government, industry groups and others, wherever possible. Where either party seeks additional information or advice in relation to projects, this will normally be organised through the nominated contacts in the Australian and Queensland Governments. This does not restrict regular dealings between DOTARS and Queensland Department of Main Roads members of steering committees, technical working groups and so on.

The Australian Government may, from time to time, liaise with stakeholders including local government, industry groups and others to ensure the AusLink programme is delivering on its objectives and to identify improvements in delivering the programme. The Queensland Government agrees to work with the Australian Government to assess the effectiveness of AusLink delivery.

Queensland agrees that the Australian Government may publish the AusLink corridor strategies and other documents to inform and obtain the views of the public to ensure that the programme remains relevant and continues to provide the best returns on the Australian Government's investment.

APPENDIX 1 TO SCHEDULE D– SPECIFICATIONS FOR ROUTE MARKINGS, SIGNS AND PLAQUES

1 AusLink Network Route Marking

At regular intervals (normally every 50-80km), and within 2km of a major intersection where State Highways or arterial roads join the National Land Transport Network, **network identification signs** (example in Appendix 2) shall be placed.

National Land Transport Network route marking (example in Appendix 2) should be in accordance with Australian Standard 1742.2, with appropriate designation of 'National Routes' and the route number. Colours are to be reflectorised yellow and reflectorised green background.

Wherever possible, the National Route number will be consistent within the National Land Transport Network grid, along sectors, and run across State borders.

Alpha numeric route numbering may be used on the National Land Transport Network, with the numbering reflecting the National Route number to provide assistance and reassurance to travellers.

The National Land Transport Network will be clearly marked in urban areas. Green and gold shield route markers may be continued beyond the National Network delineation points, where considered desirable, to provide navigation assistance for road users.

National Land Transport Network route marker information and graphics (including colour where appropriate) should be used on Road Authority maps and information supplied to road user organisations and other map makers.

Green and gold **route countdown markers and destination boards** (examples in Appendix 2) depicting the word NATIONAL are to be placed on the National Land Transport Network at regular intervals agreed with the State. They should be placed at junctions of arterial road connections with the network.

2 Signs

On major construction projects, a **project specific sign** (example in Appendix 2) is to be placed at each end of the physical work, facing oncoming traffic. Signs are not to be obscured by roadside objects, including any other information signs and must be maintained for one year beyond the opening of the project.

Sign sizes, text sizes, style, colour and material will be in accordance with the examples in Appendix 2 to this Schedule.

The main sign can be in one of two sizes:

3000mm by 1600mm for major AusLink projects in open road locations; and

2000mm by 1400mm for locations where physical space is limited.

Where a project is fully Australian Government funded, there are to be no signs giving public recognition to the Queensland Government or an authority of the Queensland Government other than an auxiliary sign affixed below the main AusLink sign. The auxiliary sign will be of the same width and approximately 1/3 depth of the main panel. Text generally will be “Project managed by the Queensland Department of Main Roads”.

Queensland will be required to submit a project signs plan for all major construction projects at the time Australian Government funding approval is sought.

Smaller project specific signs may be used for projects valued at \$5 million or less, or a **road safety project sign** (examples for both in Appendix 2) in the case of projects valued in excess of \$100,000 and less than \$2 million funded entirely by the Australian Government.

3 Signs for jointly funded projects

Where a project is jointly funded the parties agree to consult and agree on, before works commence, the sizes, text styles, colour, material and site display requirements of signs in relation to the project.

The Australian Government is prepared to agree on a ‘themed’ set of signs for projects along a corridor as has been the practice on several Roads of National Importance projects.

Generally, text will be in keeping with the examples in Appendix 2.

Where applicable, National Land Transport Network rail projects shall be identified using signs in keeping with this style.

4 Tourist Signage

The Australian Government also wishes to explore options for promoting national tourism, particularly road-based tourism on the National Land Transport Network. It wishes to negotiate with Queensland on the use of the stylised kangaroo logo on brown and white tourism information signs. The parties agree that any tourism information/themed signage needs to be agreed with the Queensland Government (through Queensland Department of Main Roads who will consult with Tourism Queensland).

5 Commemorative Plaques

These specifications apply to plaques unveiled at ceremonies associated with Australian Government funded road and other projects, whether or not the Minister for Transport and Regional Services or the Minister’s representative attends the ceremony.

This specification also applies to plaques for projects jointly funded.

Illustrative examples are provided in Appendix 2.

The wording of the plaque will include:

- the name of the project;
- recognition that the project was delivered under the AusLink programme;
- the name of the Minister or Minister's representative officiating at the ceremony and the name of the State Minister or State Minister's representative in attendance; and
- the date of the ceremony.

6 Commonwealth and State Crest

For projects fully funded by the Australian Government, the Australian Government crest is to appear on the plaque at the top centre. No other coat of arms, logos or emblems are to appear.

For jointly funded projects, the Australian Government crest is to be positioned at the top left-hand corner of the plaque and the State crest at the top right-hand corner.

The Australian Government crest appearing on the plaque should be in accordance with the "Stylised Arms No. 1 (Outline)" as depicted in *Style Manual for Authors, Editors and Printers of Australian Government Publications*.

7 Approval of Layout

In all cases where the Minister or the Minister's representative is to officiate at a commemorative ceremony, the relevant State authority will submit details of the proposed wording of the commemorative plaque to the Australian Government.

APPENDIX 2 TO SCHEDULE D – LAYOUTS FOR SIGNS

National Land Transport Network sign



Route marker



Route countdown marker



Destination board



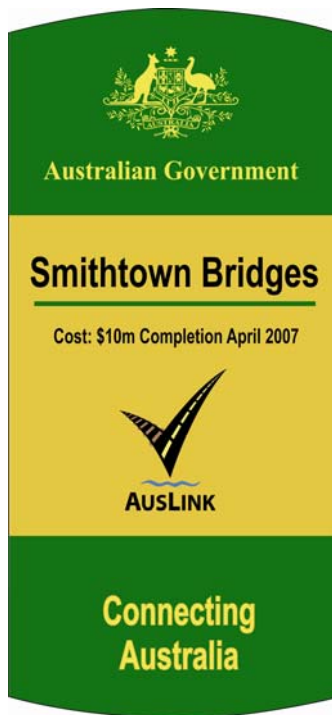
National Land Transport Network road project specific sign (erected at extremities of construction site) for major projects 100% funded by Australian Government



National Land Transport Network rail project specific sign (erected at prominent position such as at level crossings or close by stations) for projects 100% funded by Australian Government



National Land Transport Network project specific sign for projects between \$2 million and \$5 million



National Land Transport Network generic project sign for projects in excess of \$100,000 and less than \$2 million (can be re-used following completion of construction)



Commemorative plaque for fully funded Australian Government funded projects on the National Land Transport Network



Joint funding of National Land Transport Network projects

Example:



Commemorative plaque for joint funded projects on the National Land Transport Network



Commemorative plaque for tripartite (including public private partnership) projects on the National Land Transport Network



**SCHEDULE E – SPECIFIC ARRANGEMENTS FOR APPLYING THE
NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY
AND IMPLEMENTATION GUIDELINES IN QUEENSLAND**



23 SEP 2005

Received Minister's Office

REF No.

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REPLY MIN SPA DEPT

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Queensland
Government

Office of the Minister for
Employment, Training and
Industrial Relations

22 SEP 2005

The Honourable Kevin Andrews MP
Minister for Employment and Workplace Relations
Parliament House
CANBERRA ACT 2601

Dear Minister *Kevin*

I am writing to you regarding how the National Code of Practice and the Australian Government Implementation Guidelines (the Guidelines) for the Building and Construction Industry apply to Auslink-funded projects in Queensland.

As I have stated previously, the Queensland Government has concerns with the imposition of the Guidelines on Queensland Government projects, and the wider issue of federal funding for important infrastructure projects being tied to the federal Government's industrial relations agenda.

Notwithstanding these concerns, the Queensland Government has been prepared to look at the application of the Guidelines in the context of finalising the Auslink bilateral infrastructure funding agreement, providing certain conditions were met.

These conditions have been the subject of recent officer-level discussions between our respective departments. Following these discussions, the Department of Employment and Workplace Relations (DEWR) has responded with written advice to my Director-General confirming that application of the Guidelines to Auslink funded projects in Queensland will include the following conditions:

- o the current Guidelines as of 1 January 2004 will apply to Auslink projects in Queensland, provided the Auslink agreement is signed before 1 October 2005;
- o the Queensland Government has the right to offer evidence to the Code Monitoring Group in relation to alleged breaches of the Code and Guidelines; and
- o in complying with the Code and Guidelines (including Australian Government sanctions applied under the Guidelines), the Queensland Government will not be required to take any action that would be otherwise unlawful. Notwithstanding this fact, the parties acknowledge that all parties involved in Auslink projects need to comply with the Code and Guidelines.

Level 6 Neville Bonner Building
75 William Street Brisbane
Queensland 4000 Australia
GPO Box 69 Brisbane
Queensland 4001 Australia
Telephone +61 7 3225 2210
Facsimile +61 7 3221 4802
Email ctr@ministerial.qld.gov.au

- 2 -

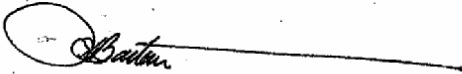
The DEWR response also sets out the operational arrangements and responsibilities of federal Government agencies and the Queensland Government in relation to the implementation of the Code and Guidelines, including the establishment of a Project Code Monitoring Group.

On the basis of these conditions, I am prepared to accept the application of the Guidelines to Auslink-funded projects in Queensland.

A copy of this letter has been forwarded to my ministerial colleague, the Honourable Paul Lucas MP, Minister for Transport and Main Roads.

Should you have any queries regarding my advice to you Mr Tim Shipstone in the Department of Industrial Relations on (07) 3225 2412 will be pleased to assist you.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Tom Barton', is written over a horizontal line.

TOM BARTON MP
Minister for Employment, Training and
Industrial Relations



Australian Government
Department of Employment and
Workplace Relations

National Office

GPO Box 9879 CANBERRA ACT 2601

Mr Peter Henneken
Director-General
Department of Industrial Relations
GPO Box 69
BRISBANE QLD 4001

Dear Mr Henneken

Thank you for your letter to Dr Peter Boxall of 25 August 2005 concerning how the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines (the Guidelines) apply to AusLink-funded projects in Queensland. As you may be aware, I met with officers from your Department in Canberra on 1 September 2005 in order to discuss and clarify those matter raised in your correspondence.

The context of our discussions was that the Queensland Government is willing to apply the Code and Guidelines to AusLink-funded projects in Queensland, pending agreement by the Australian Government to a number of requirements.

In view of this, I can confirm that application of the Code and Guidelines to AusLink funded projects in Queensland will include the following conditions:

- AusLink projects in Queensland shall operate under the current Code and Guidelines (revised December 2003). This provision is contingent on the Queensland Government signing the Australian Government and Queensland Government Agreement for AusLink Projects in Queensland before 1 October 2005.
- The Queensland Government has the right to offer evidence to the Code Monitoring Group (CMG) in relation to alleged breaches of the Code and Guidelines.
- In complying with the Code and Guidelines (including sanctions applied under the Guidelines), the Queensland Government will not be required to undertake any action that would be otherwise unlawful. Notwithstanding this fact, the parties acknowledge that all parties involved in AusLink projects need to comply with the Code and Guidelines.

The matter of a Project Code Monitoring Group (PCMG) was also canvassed during this meeting. I have attached a document which reflects the proposed operational arrangements of this PCMG.

Finally, your Department's officers sought advice on whether the Union Encouragement clauses contain in Queensland Awards were inconsistent with the Code and Guidelines. The Union Encouragement clauses that you seek advice on include the requirement for the employer to "provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission". Providing employees with a policy of union encouragement document is inconsistent with properly respecting a person's right to join or not to join a union and is therefore inconsistent with the Code and Guidelines.

I hope that the above conditions are agreeable to the Queensland Government and that we will be in a position to finalise the *Joint Australian Government and Queensland Government Agreement for AusLink Projects in Queensland*.

If you wish to clarify or discuss any matter in the interim, please contact Craig Carmody, Director, National Code Team, on (02) 6121 5577 (email: craig.carmody@dewr.gov.au).

Yours sincerely



Craig B. Symon
Group Manager
Workplace Relations Implementation

13 September 2005

Joint Australian Government and Queensland Government Agreement for AusLink Projects in Queensland

Australian Government Administration of the Code and Guidelines

This document sets out some of the responsibilities of the Australian Government agencies and the Queensland Government in relation to the implementation of the Code and Guidelines.

Code Monitoring Group (CMG)

The CMG deals with Code issues, including breaches, which have come to its attention. Following investigation, CMG may impose a sanction against a party found to be in breach of the Code. The Secretariat of CMG is drawn from the Workplace Relations Implementation Group of the Department of Employment and Workplace Relations (DEWR).

Project Code Management Group (PCMG)

The PCMG will be established to oversee Code compliance on AusLink-funded projects in Queensland. The PCMG will report to CMG.

Membership will be drawn from:

- the Workplace Relations Implementation Group from DEWR;
- Building Industry Taskforce (BIT) / Office of the Australian Building and Construction Commissioner (ABCC);
- Department of Transport and Regional Services (DOTARS); and
- Queensland Government Departments (TBA).

Department of Employment and Workplace Relations

DEWR has the following Code-related responsibilities:

- advising agencies, *Commonwealth Authorities and Companies Act 1997* bodies and other interested parties about the workplace relations and occupational health safety and rehabilitation (OHSR) aspects of the Code, and
- monitoring and promoting compliance with the workplace relations aspects of the Code on behalf of the Australian Government.

Building Industry Taskforce / Office of the Australian Building and Construction Commissioner

BIT, and from 1 October 2005 the ABCC, has the following Code and Guidelines related responsibilities:

- conducting audits to ensure compliance with the Code and Guidelines by all parties covered by this Agreement.
- primary responsibility for investigating alleged breaches of the workplace relations provisions of the Code and Guidelines; and
- reporting the results of its audits and investigations to PCMG or appropriate government agency as required.

Department of Transport and Regional Services

The responsibilities of DOTARS under the Code and Guidelines as funding administrator are set out below.

Queensland Government

The responsibilities of Queensland under the Code and Guidelines as AusLink funding recipient are set out below.

Department of Finance and Administration (DFA)

DFA is responsible for monitoring compliance with the non-workplace relations aspects of the Code on behalf of the Australian Government, including competitive behaviour, continuous improvement and best practice.

DFA is responsible for Australian Government procurement policy, including the *Commonwealth Procurement Guidelines*.

Compliance and Monitoring Provisions for the Code and Guidelines

As noted, the CMG deals with Code issues, including breaches, which have come to its attention. Following investigation, CMG may impose a sanction against a party found to be in breach of the Code. The PCMG will report to the CMG.

Queensland's Role as Funding Recipient

It is the Queensland Government's role to ensure that the Code and Guidelines are applied. Queensland is to ensure that the Code and Guidelines are formally applied to the project through inclusion of this requirement in tender and contract documentation and by obtaining an undertaking of compliance from the successful tenderer. The Queensland Government is responsible for initial actions taken to address Code issues which might arise in relation to a project.

In the event of a Code-related problem the Queensland Government should respond with initial actions designed to encourage the modification or cessation of non-compliant behaviour. Initial actions may include writing to a party to request clarification of behaviour which is considered to have breached the Code or Guidelines or requesting that the behaviour cease or be modified. Alternatively, Queensland may

simply wish to advise relevant parties that the matter has been referred to PCMG for further action.

The Queensland Government is required to notify the PCMG of all Code-related problems and actions taken to rectify the issues within 28 days.

Industry parties are required to inform the Queensland Government of all breaches of the Code and Guidelines within 28 days. The Queensland Government will promptly inform the PCMG and CMG of all breaches of the Code and Guidelines. Serious breaches of the Code and Guidelines will also be referred by the Queensland Government to the appropriate regulatory body for investigation. This includes the Federal Safety Commissioner (FSC) for occupational health and safety (OHS) breaches and the BIT/ABCC, or the Building Industry Branch of DEWR for other breaches.

DOTARS Role as Funding Administrator

DOTARS, as the agency responsible for administering AusLink programme expenditure, will ensure that Queensland, as funding recipient, requires that parties subsequently engaged to undertake building and construction work apply the Code and Guidelines on the project.

Exclusion of Parties from Tendering Opportunities

The Code and Guidelines provides that breaches by parties can be regarded as a relevant factor when awarding contracts. In general, this would only apply in situations where CMG advises that a sanction has been applied, and would only apply in the terms and for the period that the sanction applies. All tenderers should be advised of this condition in the tendering documentation.

Information concerning the exclusion of parties from tendering opportunities can be obtained from CMG Secretariat.

If a party is excluded from a specific business opportunity on these grounds, the client should inform them of the reason, in writing, at the earliest opportunity.