Contractor Performance Report

### CONFIDENTIAL

### Contract Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract No:** | | |  | |
| Contract Title |  | | | |
| Original Contract Price | **$** | | | |
| Date of Contract | / /20 . | Original Date for Completion | | / /20 . |

### Contractor Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contractor’s Company / Organisation name |  | | | |
| ACN / ABN |  | | | |
| Contractor’s Representative | Name |  | | |
| Position |  | | |
| Tel |  | Mobile |  |
| Email |  | | |

Client Agency Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Client Agency**\*** |  | | | |
| Client Agency**\*** contact person | Name |  | | |
| Position |  | | |
| Tel |  | Mobile |  |
| Email |  | | |

**\*** For multiple agencies insert extra rows.

### Cost

|  |  |  |  |
| --- | --- | --- | --- |
| Contract Price  as Varied | **$** | | |
| Predicted Final  Contract Price | **$** | Actual Final  Contract Price | **$** |
| Predicted Liquidated damages | **$** | Actual Liquidated damages | **$** |

### Time

|  |  |  |  |
| --- | --- | --- | --- |
| Total extensions of time approved | days | Extended Contractual Completion Date | / /20 . |
| Predicted Date for Completion | / /20 . | Actual Date of Completion | / /20 . |

Contractor Performance Report

|  |  |
| --- | --- |
| **Contract No:** |  |

Contractor’s Performance

CPR reports **must** be completed with reference to **Appendix 1. CPR Criteria Assessment Guidelines. Please mark X corresponding to your assessment against each evaluation criteria.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | Evaluation Criteria | **N/A** | | | | | **Unsat** | | | **Marginal** | | | | **Acceptable** | | | | | **Good** | | | **Superior** | | |  |
|  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
|  | Time Management |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Standard of Work |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
|  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
|  | Quality Mgmt Systems |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
|  |  |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
|  | Contractor’s Personnel |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Subcontractor Mgmt |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Contract Administration |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Co-operative Relations |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Work Health and Safety |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Industrial Relations |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Environmental Mgmt |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Training Management |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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|  | Contractor’s Design |  | |  |  | |  |  |  | |  |  |  | |  |  |  |  | |  |  |  |  |  |  |
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Overall Comments on Performance

|  |  |  |
| --- | --- | --- |
| *In my opinion:* | | |
|  | | |
| I have attached further information 🞏 | | |
|  |  |  |

Compliance with NSW Procurement Policy Framework

|  |  |  |  |
| --- | --- | --- | --- |
| 🞏 | No indication of a breach was identified | 🞏 | Evidence of a breach was identified |
|  | | (Attach details) | |
| *In my opinion:* | | | |

Signature Block – Agency Contract Representative

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | | | | | | | | |  | |
|  | ***URGENCY OF REPORT***  This original CPR report should be completed and delivered to the NSW Treasury , at ***nswgfleetelectrification@treasury.nsw.gov.au***. Your prompt submission of this report is essential to assist NSW Government Agencies to make procurement decisions based on the most up-to-date information. This may influence matters such as the offering of tendering opportunities; award of contracts; assessment of Prequalification and/or Best Practice accreditation status and the review of common performance issues extending to other projects. | | | | | | | | | |  | |
|  | | |  |  | |  | | | | | | |
|  | | | | | | | | | | | | |
| Name | |  | | | Signature | |  | | | / /20.… | | |
| Title | |  | | | Organisation Name: | |  | | | | | |
| Email | |  | | | Telephone | |  | Mobile |  | | |
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Submit report to:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | |  |
| Submit report to: | | Scheme Manager NSW Treasury – NSW Procurement  Email: nswgfleetelectrification@treasury.nsw.gov.au | |

## When Reports are Required

**For all contracts, CPR Reports are required:**

* At the completion of the contract; or
* whenever a critical aspect of performance is unsatisfactory, for example if:
* a management system (WHS, environmental or quality) audit reports unsatisfactory performance; or
* the Contractor fails, within the time specified, to make good defects discovered after Completion; or
* at termination of a contract [if occurring].

**Appendix 1. CPR Criteria Assessment Guidelines**

| **Unsatisfactory** | **Marginal** | **Acceptable** | **Good** | **Superior** |
| --- | --- | --- | --- | --- |
| **ANY ONE of the following occurred:** | **ANY ONE of the following applied** | **ALL of the following applied** | **In addition to the requirements for an ‘Acceptable’ grading ALL of the following applied:** | **In addition to the requirements for a ‘Good’ grading ALL of the following applied:** |
| Time Management |  |  |  |  |
| * The required program has not been submitted * The program was not updated within 10 business days after a request from the Principal * Work is not meeting scheduled progress AND it is unlikely that completion will be achieved by the approved completion date(s) * There was little or no activity on site in the last two weeks & the Contractor has not provided a reasonable explanation * The Contractor made no attempt to manage delays to mitigate their effects | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The program (including any updates submitted during the period) met contract requirements * The Contractor reviewed progress regularly, rescheduled work activities to meet the program and updated the program * Updated programs were submitted within the time specified or requested * Any updated programs accurately reflected actual progress * Work was managed in accordance with the program | * The program (including any updates submitted during the period) met all contract requirements, including showing when action is required by the Principal * The Contractor submitted program updates when any milestone completion date changed, without waiting for a request from the Principal * Updated programs provided early warning of potential delays (if applicable) * The program(s) consistently demonstrated that approved completion date(s) would be met * The Contractor allocated resources based on project needs * The Contractor mitigated the effects of delays by rescheduling & reallocating resources | * The Contractor strictly adhered to the program, updating & resubmitting it whenever the sequencing of tasks changed * The Contractor made outstanding efforts to maintain progress & avoid delays * The Contractor mitigated the effects of anticipated delays by rescheduling & reallocating resources |
| Standard of Work |  |  |  |  |
| * There was no evidence that the Contractor has a system for identifying & rectifying defects; the Contractor relied on the Principal to identify defects * At every site inspection the Principal identified defects that were not being addressed * The number of defects continued to increase as work progressed, with many outstanding for more than a month * The Contractor refused to acknowledge & rectify defects identified by the Principal | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The Contractor adhered to contract specifications * The Contractor consistently identified & rectified defects progressively as work proceeded * Whenever inspected, the work had only a few minor defects & rectifying them did not affect the progress of the work * The Contractor rectified defects identified by the Principal within the agreed timetable for rectification (unless prevented by circumstances beyond the Contractor’s control) | * The Contractor achieved better than specified tolerances & consistent high standards of workmanship * The Contractor provided detailed records of defect identification & rectification * The Contractor rectified defects identified by the Principal within 10 working days (unless prevented by circumstances beyond the Contractor’s control) | * The Contractor demonstrated that it considered defects to be unacceptable * During inspections, the Principal did not identify any defects that were not already being actioned * Defect-free Completion was achieved (or appears likely to be achieved) by the approved completion date(s) |
| Quality Management System |  |  |  |  |
| * The Contractor submitted a QMP that failed to meet many of the requirements in Appendix D of the Guidelines & required major amendments & additions * Work commenced on an activity before the required ITP was submitted * The work was not ready for inspection at the notified time & as a result, the Principal had to re-visit the site * Overall audit assessment was **Unsatisfactory**, OR * Overall audit assessment was **Marginal** & the Contractor did not address all non-conformances * The Contractor did not carry out its own inspections & audits but relied on the Principal to identify non-conformances * The same non-conformance occurred two or more times | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The QMP complied with Appendix D of the Guidelines. * The Contractor implemented the QMP * All ITPs were submitted on time * ITPs & checklists were used while activities were being carried out * Work was ready for inspection at notified times for witness points and hold points * If a 2nd or 3rd party quality audit was carried out, the overall audit assessment was **Acceptable** & the Contractor addressed all non-conformances * The Contractor carried out its own site quality audits & regular inspections and provided evidence, within 14 days after the date of the audit, of both the immediate response and any system improvements proposed to close out all audit non-conformances * The Contractor’s quality system identified & dealt with most non-conformances without the Principal’s input | * The Contractor provided an internal audit schedule early in the contract period, updated it as necessary & adhered to the dates stated * If a 2nd or 3rd party quality audit was carried out, the overall audit assessment was **Good** and the Contractor addressed all non-conformances within 14 days | * If a 2nd or 3rd party quality audit was carried out, the overall audit assessment was **Superior** & no non-conformances were identified * The Contractor demonstrated a quality-oriented culture through routine involvement by senior managers in quality management on site, independent of any request from the Principal |
| Contractor’s Personnel |  |  |  |  |
| * Key personnel were not appropriately skilled * There was no supervisor on site and the Principal had to deal directly with workers on more than two (2) occasions * There were insufficient resources to manage the work * On more than one occasion, the Principal found it difficult to contact appropriate personnel to discuss matters of concern * Personnel were unfamiliar with the contract & rarely referred to it * The Contractor submitted RFIs when the information was in the contract; more than 3 times, the Principal’s responses simply identified relevant contract requirements * Site rules and procedures have not been established * Workers provided statutory evidence of not being paid | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * All personnel had appropriate skills for their tasks * The Contractor’s personnel ensured that workers followed contract requirements, with minimal intervention required from the Principal * The level of resources was adequate for the work activities * The Contractor established & maintained effective lines of communication with the Principal, minimising delays & re-work * Key management personnel showed a good knowledge of contract requirements & followed specified procedures on most occasions * Site rules and procedures were established, together with measures to ensure they were followed * The Contractor did not rely on the Principal’s expertise to inspect & verify specialist work * There was an appropriately skilled supervisor on site at all times | * All the Contractor’s personnel demonstrated knowledge and understanding of the parts of the contract relevant to their areas of responsibility requiring no intervention from the Principal * Site rules and procedures were in place & were followed without exception * The Contractor arranged for appropriate experts to inspect & verify specialist work, where the Contractor did not have the necessary expertise | * All the Contractor’s personnel demonstrated superior skills, more than adequate experience and a high level of professional courtesy when dealing with the Principal and the Client * The contract & the site were exceptionally well managed & the work proceeded efficiently, without any intervention from the Principal |
| Subcontractor Management |  |  |  |  |
| * Subcontractors & consultants were not competent to undertake the work, causing re-work & delays * There was no supervisor on site and the Principal had to deal directly with Subcontractors on more than two (2) occasions * The Contractor entered into subcontracts that did not include the specified provisions (eg for payment, dispute resolution, insurance) * The Contractor relied on the Principal to review documents prepared by Subcontractors * Poor Subcontractor coordination/ supervision caused delays or significant re-work or poor quality completed work * The quality systems of Subcontractors & the Contractor were inconsistent, causing poor work quality * Subcontractor(s) were unaware of the WHS, environmental, IR, Aboriginal participation & training objectives in the contract * A Subcontractor provided statutory evidence of not being paid entitlements | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * All Subcontractors & consultants were suitably competent & experienced * All subcontracts reviewed by the Principal included the required provisions * Design & fabrication activities were well managed, with minimal non-conformances required to be resolved by the Principal except for faults in the Principal’s documents * The quality systems of the Subcontractors & the Contractor were integrated to achieve satisfactory work quality * Subcontractor coordination issues caused only minor re-work, with no impact on contract time or the quality of the completed work * The Contractor reviewed all claims from Subcontractors & established that there was an entitlement & that the amounts claimed were reasonable before passing them on to the Principal * The Contractor ensured that Subcontractors complied with the WHS, environmental, IR, Aboriginal participation & training objectives | * All activities carried out by Subcontractors were well managed, with no coordination problems apparent to the Principal * The quality, safety and environmental management systems of the Contractor & all Subcontractors were seamlessly integrated * The Contractor ensured all Subcontractor claims were reviewed by people with relevant expertise; those passed on to the Principal were presented clearly & included all information required for assessment * Subcontractors demonstrated commitment to the quality, WHS, environmental, IR, Aboriginal participation & training objectives in the contract | * All subcontracts reviewed included ‘back to back’ provisions with those in the contract * Subcontractor relationships were exceptionally harmonious & the Principal observed an open collaborative relationship and communication between Subcontractors, consultants & the Contractor |
| Contract Administration |  |  |  |  |
| * The Contractor did not notify a change to its authorised person for more than 2 days after the change occurred * Key contact personnel were changed without notifying the Principal * More than 2 RFIs notifying ambiguities were submitted too late to avoid delays * More than 2 claims for price or time adjustments were submitted more than a month after the related work was completed * More than 2 claims for adjustment did not include the required information, eg: * correct identification of the entitlement * updated program * evidence of costs * More than one payment claim did not include all the required information, including records of compliance * More than one progress report was received late or did not provide the required information | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The Contractor advised changes in contract personnel before they occurred (on the day they occurred if unforeseeable) * The Contractor provided proposals for variations by the specified time * 80% of RFIs notifying ambiguities were submitted within the specified time * The Contractor gave all notices (eg for adverse Site Conditions) within the specified times * All claims for adjustments were submitted by the specified times, identified the entitlement (by reference to applicable contract provisions) & included relevant information * Payment claims were made in accordance with the contract, supported by the required information * The Contractor provided the required compliance documents on time, with only minor omissions that were readily corrected * Progress reports included adequate information & were received on time | * The Contractor consistently provided proposals for variations before the specified time * All RFIs notifying ambiguities were submitted within the specified time * Claims for adjustments were submitted within the specified time, correctly identified the source of the entitlement & included all the information required for assessment * Payment claims did not include claims for adjustments that had not been agreed | * The Contractor did not submit any documentation later than the specified time * The Principal has not requested the Contractor to provide any additional information for any claim, including payment claims * All compliance documents were accurate & correct & none required amendment or resubmission |
| Co-operative Relationships |  |  |  |  |
| * The Contractor demonstrated an adversarial approach & was unwilling to cooperate or communicate openly * The Contractor communicated only at specified meetings & through formal RFIs & claims * The Contractor cancelled or deferred more than 2 scheduled meetings without a reasonable explanation OR refused to attend for sufficient time to discuss critical matters * The Contractor refused to comply with a direction of the Principal, including: * refusing to remove a person from the site when instructed, due to their inappropriate behaviour * The Contractor’s senior executive refused to meet to discuss formal issues OR was unavailable to meet within the specified time without good reason * More than one payment claim was more than 20% above the value of work assessed by the Principal * 50% or more of the Contractor’s claims for adjustment were more than 25% above an independent estimate * For more than one claim for adjustment, the Contractor refused to provide additional justification OR refused to participate in negotiations * The Contractor initiated court action before specified issue resolution processes were implemented | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The Contractor cooperated in all matters relating to the contract, eg accommodating the needs of the Principal, including those occupying the site * The Contractor acted within 1 day after any request to remove from the site a person who behaved inappropriately * Communication between Contractor & Principal was open & effective * The Contractor gave early warning of events significantly affecting the contract & worked with the Principal to achieve resolution * All payment claims were discussed with the Principal and a reasonable value agreed for the completed work * 80% of claims for adjustment were approved within 10% of the initial claim * The Contractor demonstrated commitment to informal dispute resolution processes, including a willingness of the senior executive to meet promptly to resolve issues | * The Contractor notified the Principal as soon as practicable, of all events that could affect the contract or the work & worked with the Principal to resolve the matter with minimal effects on contract time & price * All payment claims were reasonable & were paid in full * All claims for price & time adjustments were reasonable; 90% were paid in full, as initially claimed, AND agreement was reached on the quantum of the remainder by negotiation within 3 months after receipt * The Contractor’s senior executive took a pro-active approach to preventing formal issues from arising, including attending meetings as necessary & maintaining a good relationship with the Principal’s senior executive * The Contractor showed commitment to informal dispute resolution processes; all issues & disputes were resolved within 3 months | * The Contractor’s cooperation with the Principal & the Client has been outstanding & the Client has not notified the Principal of a single complaint * The Contractor managed the work, including all changes & delays, to minimise additional costs to the Client * The Contractor’s senior executive showed exemplary leadership by: * attending start up workshop and close out workshop (if applicable) * attending sufficient monitoring & contract administration meetings to maintain a good working relationship, * regularly visiting the site * maintaining frequent contact with the Principal’s senior executive, & * initiating discussions to resolve emerging issues |
| Work Health and Safety (WHS) |  |  |  |  |
| * Site work started before the WHS Management Plan was submitted * The Contractor submitted an WHS Management Plan with major omissions &/ or without site-specific risks or late * The Contractor failed to comply with WHS regulations * 2nd party site reviews identified a breach that put workers at serious risk * 2nd or 3rd party audit reports &/or reviews showed major non-conformance(s) * The Contractor did not carry out its own audits & site safety reviews but relied on the Principal to identify non-conformances * A notifiable WHS incident occurred * A Prohibition Notice was imposed by regulatory authorities * WHS monthly reports were not provided | * The Contractor submitted an WHS Management Plan with a few omissions that were readily rectified without causing delays * 2nd party site reviews showed minor breaches * 2nd or 3rd party audit reports showed minor non-conformances * WHS monthly reports were submitted late &/or included incomplete information * An WHS incident was not reported to the Principal within 24 hrs after it occurred * An Improvement Notice was issued by a regulatory authority | * The WHS Management Plan met all contract requirements * WHS management complied with the contract, including the relevant NSW Government Management Systems guidelines & legislative requirements * The site was kept clean & tidy & free of uncontrolled safety hazards * No non-conformances were identified during 2nd party site reviews * If a 2nd or 3rd party WHS audit was carried out the audit report showed satisfactory performance * There was no notifiable incident * WHS monthly reports were submitted on time & met contract requirements | * There has been no lost time injury * The Contractor demonstrated commitment to the highest WHS standards & the safety of everyone on the site * The Contractor implemented a regular internal review process * The Contractor’s project manager regularly conducts safety walks and was involved in safety events such as tool box talks, safety meetings | The Contractor has demonstrated safety leadership through:   * adopting a partnering approach with clients, Subcontractors & WorkCover * the Contractor’s executive involvement in safety management on site * 2nd or 3rd party audits were conducted and there were no non-conformances identified * comprehensive WHS management reporting demonstrating a safety culture (nil harm) |
| Industrial Relations |  |  |  |  |
| * The Contractor has not submitted the required IR information / IR Plan * The Contractor submitted IR information / an IR Plan with major omissions OR that did not comply when resubmitted after the Principal’s review * The Contractor did not comply with the IR Plan (if applicable) * The Contractor breached the Code of Practice for Procurement or the National Code of Practice (where applicable) * Non-compliance with employment law obligations was identified (including a non-compliance by a Subcontractor) * An IR incident, which could have been avoided if the Contractor had taken reasonable, timely action, caused delays | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading * A minor IR incident occurred, which could have been avoided if the Contractor had taken reasonable, timely action | * The required IR information / IR Plan was submitted on time * The IR information / IR Plan complied with the contract, including the IR Management Guidelines * The Contractor complied with the IR Plan (if required by the contract) & legal IR obligations * The Contractor maintained a cooperative workplace environment * The Contractor identified & resolved any IR issues within the Contractor’s control | * The Contractor promptly identified & resolved any IR issues, minimising delays to the work * The Contractor demonstrated an understanding & took practical steps towards building a productive workplace culture with cooperative relations, effective communication & consultation * No non-conformances were identified during 2nd and 3rd party audits (if applicable) | * There have been no industrial relations issues * The Contractor has demonstrated leadership in industrial relations management through: * Senior management involvement on site for IR matters * a productive workplace culture with cooperative relations, effective communication and consultation * implementing a documented IR Management System demonstrating innovative functions & capability * maintaining a strong internal review process |
| Environmental Management |  |  |  |  |
| * The EMP was submitted late * The Contractor submitted an EMP with major omissions &/ or without site-specific risks * The Contractor failed to comply with environmental regulations * The Contractor did not carry out its own inspections & audits but relied on the Principal to identify non-conformances * Site reviews identified non-conformances with potential for regulatory intervention or Penalty Infringement Notices * 2nd or 3rd party audit reports &/or reviews showed major non-conformance(s) * A serious pollution incident occurred * A Penalty Infringement Notice was imposed by regulatory authorities * Monthly reports were not provided (if required) | * The Contractor submitted an EMP with a few omissions that were readily rectified without causing delays * 2nd party site reviews showed minor infringements & /or room for improvements * 2nd or 3rd party audit reports showed minor non conformances * Monthly reports were submitted late &/or included incomplete information | * The EMP met the requirements of the contract * The Contractor complied fully with the EMP & legislative requirements * The site was kept clean & tidy, with appropriate environmental controls, regularly maintained * No non-conformances were identified during 2nd party site reviews * If a 2nd or 3rd party Environmental audit was carried out the audit report showed satisfactory performance * There was no notifiable environmental incident * Monthly reports (if required) were provided on time & met contract requirements | * There have been no environmental incidents * The Contractor demonstrated an understanding & took practical steps towards sustainability * The Contractor implemented a regular internal review process * The Contractor’s project manager regularly conducts environmental inspections and was involved in increasing environmental awareness through tool box talks and meetings | * The Contractor has demonstrated leadership in environmental management through: * a clear commitment to reaching new goals for environmental practices * achieving new levels of sustainability * senior management involvement in environmental matters on site * implementing innovative environmental controls * comprehensive environmental management reporting demonstrating an environmentally aware culture * 2nd or 3rd party audits were conducted and did not identify any non-conformances |
| Training Management (if required by the contract) |  |  |  |  |
| * The TMP was submitted late * The Contractor submitted a TMP that did not comply with the Guidelines * The TMP was not implemented * By a quarter of the way through the contract: * the training target was not achieved OR * the apprentice target was not achieved * For more than 25% of the part of the reporting period that fell between 25% & 90% completion, the Contractor did not achieve: * the training target OR * the apprentice target * The Contractor did not propose corrective action to remedy its failure to achieve the targets * The Contractor did not implement measures to monitor Subcontractor compliance with training & apprentice targets | * The Contractor submitted a TMP with a few omissions that were rectified without delaying the work * The TMP was not implemented in a consistent or sustained manner * For up to 25% of the part of the reporting period that fell between 25% & 90% completion, the Contractor did not achieve: * the training target OR * the apprentice target was not achieved * The Contractor did not submit specified reports on training * The Contractor did not take corrective action to remedy its failure to achieve the training or apprentice targets * The Contractor did not consistently monitor & assess Subcontractor compliance with training & apprenticeship targets | * The TMP complied with the Guidelines & specific contract requirements * The Contractor implemented the TMP in a consistent & sustained manner * For the part of the reporting period that fell between 25% & 90% completion: * no less than 20% of the total project workforce participated in structured training * apprentices undertook 20% of the trade work involved * The Contractor submitted the specified reports on training targets & outcomes * The Contractor implemented consistent & effective measures to monitor & assess Subcontractor compliance with training & apprentice targets | * The Contractor has established a cooperative relationship with training providers, Subcontractors & employer organisations * The Contractor’s senior management actively supported, training programs * For the part of the reporting period that fell between 25% & 90% completion: * More than 20% of the total project workforce participated in structured training * Apprentices undertook more than 20% of the trade work involved * The Contractor reported regularly on training outcomes & proposed improvements * The Contractor worked with Subcontractors to ensure they prepared & implemented their own effective TMPs | * The Contractor’s achievements in implementing training management initiatives are recognised by the community * For the part of the reporting period that fell between 25% & 90% completion: * More than 25% of the total project workforce participated in structured training * Apprentices undertook more than 25% of the trade work involved * The Subcontractors delivered training & apprenticeship employment exceeding their TMP targets |
| Contractor’s Design (if required by the contract) |  |  |  |  |
| * The Contractor’s design was submitted late & delayed the work * The Contractor submitted a design that had major non-compliances with the contract requirements, requiring significant input from the Principal * Revision of the submitted design after review by the Principal delayed the work * User groups were dissatisfied with the Contractor’s consultation process, which did not identify their needs The Contractor’s design did not take into account the identified needs of user groups * Constructability issues in the Contractor’s design required redesign and caused delay during construction * The Contractor did not eliminate or minimise risk in the design, so far as practicable, for those who construct, use, maintain or demolish the structure | * The Contractor failed to meet one of the criteria required for an ‘Acceptable’ grading, but the failure did not attract an ‘Unsatisfactory’ grading | * The Contractor’s design was submitted within the specified time * The Contractor’s design was submitted in packages that facilitated review & minimised the risk of delay * The Contractor’s design generally complied with the contract; only minor amendments were required following review by the Principal & these did not delay the work * No part of the Contractor’s design needed to be revised after the Contractor responded to the Principal’s initial review * The Contractor consulted sufficiently with user groups (where required) to ascertain their needs and minimise safety risks, so these groups requested only minor enhancements to the design initially submitted to the Principal * The Contractor provided evidence of the application of the principles of safe design and eliminated or minimised, so far as is reasonably practicable, the risk arising from the design | * The Contractor’s design was submitted in sufficient time to allow for review, comment & revision before it was required for construction * The Contractor engaged in an effective consultation & review process with user groups (where required), ensuring that they were satisfied that the Contractor’s design met the Principal’s design brief and safety risks were eliminated or minimised * The Contractor provided comprehensive documentation to communicate information on hazards and controls to everyone involved in the life cycle of the asset * Innovative design technology e.g BIM was used to ensure: * Constructability * Compliance with the Principal’s design, and * Value for money * Safe design | * The Principal’s review of the design initially submitted by the Contractor identified no amendments necessary for compliance with the contract * The Contractor’s design improved on the Principal’s design, with the agreement of the Principal, for the Client’s benefit (eg providing capital cost savings, operational efficiency or improved safety) * The Contractor showed initiative in identifying key user groups & developing an effective consultation process * User groups were very complimentary about the Contractor’s consultation process |