CONTRACT 559-04

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL - BACCHUS MARSH

FOR

DEVINE BACCHUS MARSH P/L & THE GULL GROUP
BACCHUS MARSH P/L

COUGHLAN CIVIL PTY LTD ABN 99 100 526 458
6 WEBSTER STREET
BALLARAT VIC 3350

PHONE: 03 5331 2688
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CONTRACT 559-04

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL – BACCHUS MARSH

TENDER CONDITIONS - SHORT FORM
1. **INTRODUCTION**

1.1 **Interpretation**

Terms defined in the Special Conditions annexed to these Tender Conditions have the same meaning in these Tender Conditions, unless inconsistent with the context.

1.2 **Definitions**

In these Tender Conditions, the following terms have the meanings indicated, unless inconsistent with the context:

"Principal" means Devine Bacchus Marsh P/L and The Gull Group Bacchus Marsh P/L;

"Supervisor" means Coughlan Civil Pty Ltd ABN 99 100 526 458;

"Closing Time for Tenders" has the meaning ascribed to it by clause 3.3;

"Conforming Tender" means a tender which is not a Non-Conforming Tender;

"Non-Conforming Tender" means a tender which:

(a) does not comply with any requirement specified in these Tender Conditions - Short Form; or

(b) contains any qualification, condition or other indication that the tenderer is not willing to perform the Contract in strict accordance with the Contract Documents;

"Schedule" means a schedule to these Tender Conditions - Short Form; and

"the Tender Box" has the meaning ascribed to it by clause 3.2.

2. **NATURE OF CONTRACT**

2.1 **Services to be Performed**

The Services are described in general terms in Schedule 1. Tenderers should, however, ensure that they read the Contract Documents fully to ascertain the Services to be performed and the terms on which the Services are to be performed, as the Contract will be evidenced solely by the Contract Documents.

2.2 **Location of Services**

The Services are to be performed at the location stated in Schedule 1.

2.3 **Tenderer to Make Enquiries**

Tenderers are advised and expected to ascertain for themselves the actual extent and nature of the Services, as Coughlan Civil will not entertain any claim arising from a failure to do so.

Coughlan Civil expects each tenderer to make its own enquiries, seek its own advice and form its own opinion as to the application of the Workplace Relations Act 1996 to the tender, and in particular as to whether the Contract may give rise to a transmission of business.
2.4 **Contact Staff**

All enquires regarding the tender process or the Contract must be directed to the member or members of Coughlan Civil’s staff specified in Schedule 1.

3. **TENDERS**

3.1 **Form of Tenders**

These Tender Conditions - Short Form with Schedule 2 completed will constitute a tender.

3.2 **Place to Lodge Tenders**

Tenders are to be lodged *only* at the place stated in Schedule 1.

3.3 **Time for Lodging Tenders**

Tenders will be received until the time and date stated in Schedule 1 ("Closing Time for Tenders").

3.4 **Number of Copies**

The number of copies of the tender stated in Schedule 1 must be lodged.

3.5 **Late Tenders**

It will at the sole discretion of Coughlan Civil and the Principal to consider late tenders. The submission of a late tender must be prearranged with Coughlan Civil with a reasonable period of notice prior to the time for lodging.

3.6 **Coughlan Civil not Bound to Accept Tender**

Coughlan Civil and the Principal are not bound to accept the lowest or any tender.

3.7 **Non-Conforming Tenders**

Coughlan Civil and the Principal reserves the right to accept or reject any Non-Conforming Tender.

3.8 **Withdrawal of Tenders**

Tenders may not be withdrawn within 60 days after Closing Time for Tenders without the consent of Coughlan Civil.

3.9 **Cost of Tenders**

Tenders are to be prepared at the Tenderers expense. Coughlan Civil Pty Ltd and the Principal will not be held liable for the costs occurred in preparation and submission of the Tender.

4. **INFORMATION**

4.1 **Additional Documentation and Information**

Tenderers are required to submit the documents or information specified in Schedule 1 as part of their tenders. On acceptance by Coughlan Civil, the documents or information will form part of the Contract.
5. EVALUATION OF TENDERS

5.1 Evaluation Criteria

The tender evaluation panel will evaluate tenders in accordance with evaluation criteria listed (in order of importance) in Schedule 1.

5.2 Post-Tender Submissions

Coughlan Civil may require a tenderer to submit additional information concerning its tender or to personally discuss its tender before any tender is accepted.

Should a tenderer fail to -

5.2.1 submit the additional information so required by; or

5.2.2 attend personally to discuss its tender at -

the date and time stipulated by the Coughlan Civil, its tender may not be further considered.

5.3 Rectification of Errors and Omissions

Coughlan Civil reserves the right to:

5.3.1 check tenders for errors and omissions;

5.3.2 by agreement with a tenderer, amend a tender price or rate submitted by a tenderer to remedy the effect of any errors or omissions in the calculation of the tender price or rate; and

5.3.3 by agreement with a tenderer, otherwise amend the tender of the tenderer to remedy the effect of any errors or omissions.

6. ACCEPTANCE OF TENDER

6.1 Acceptance of Tender

The successful tenderer will be notified in writing of the acceptance of its tender which will include the Formal Instrument of Agreement and the Contract Documents. The date of the letter of acceptance will create the start of the time for giving possession of the site. The successful tenderer must execute and return to Coughlan Civil the Formal Instrument of Agreement and the Contract Documents, as amended by the insertion of any details which tenderers are required to include in tenders (including any documents or information provided to Coughlan Civil for the purposes of clause 4.1) within seven (7) days of its receipt from Coughlan Civil. Work under the Contract must not commence until the Formal Instrument of Agreement has been executed by both parties.
7. PROBITY OF TENDER PROCESS

7.1 Canvassing

Tenderers must not approach, or request any other person to approach -

7.1.1 any member of Coughlan Civil’s staff; or

7.1.2 any member of The Principal’s staff; or

individually:

7.1.3 to solicit support for their tenders; or

7.1.4 otherwise seek to influence the outcome of the tender process.

The tender of any tenderer which engages in conduct prohibited under 7.1 may not be considered by Coughlan Civil.

8. DISCREPANCIES OR OMISSIONS

Should a Tenderer find discrepancies in or omissions from the specification, or should there be any doubts as to their meaning, he/she shall at once notify the Supervisor, who will post an Instruction to Tenderers Addenda in writing clarifying the position.

9. INFORMALITY

A Tender may be regarded as informal and is liable to be overlooked:

a. If it is for part only of the works.

b. If the Tender Form is not properly completed.

c. If the Tender does not comply with all the requirements of the Tender documents.

d. If the tender stipulates conditions which vary materially from those of the Tender documents.

e. If it is lodged late.

10. DISCLOSURE OF INFORMATION

Until the contract is awarded, the Principal shall endeavor to maintain confidentiality of price and other information submitted by the tenderer. Unsuccessful tenderers will, on request in writing, be notified of the name of the successful Tenderer and a general contract description. Release of any additional information regarding the successful tender will be at the sole discretion of the Principal and will be assessed on a case of case basis. No information will be released regarding unsuccessful tenderers.

11. INSPECTION OF THE SITE

All tenderers are required to inspect the site prior to submitting the tender. The Principal will not entertain any claim what so ever on account of failure to do so.
| Name of person, firm or company tendering | …………………………………………………………………………………………………………………………………………………………………………………………… |
| Address | …………………………………………………………………………………………………………………………………………………………………………………………… |
| Description of works | hereby tender(s) to perform the work for: |
| List Documents | Construction of Stage 4A and 4B Civil works at Stonehill, Bacchus Marsh |
| No general description | For Devine Bacchus Marsh P/L & The Gull Group Bacchus Marsh P/L. (Contract No. 559-04) in accordance with the following Documents: |
| Suffice | * Australian Standard AS2124-1992 - General Conditions of Contract (Devine Communities Modified Version) |
| Suffice | * Coughlan Civil Contract No. 559-04 |
| Suffice | * **Suffice** Coughlan Civil Drawings as listed in the Annexures to the tender documentation: |
| Suffice | * Schedule 2 |
| Suffice | * WSA 02-2002 Sewerage Code of Australia (MRWA Edition) |
| Suffice | * WSA 03-2002 Water Code of Australia (MRWA Edition) |
| Suffice | * Western Water’s Construction Procedures for Subdivision Water and Sewerage Works August 2013 |
| When the tender documents provide that the tender is to be a lump sum only (2) does not apply. | For the lump sum of One Million Three Hundred and Fifty Eight Thousand Five Hundred and Eighty Five Dollars and Seventy Two Cents ($1,358,585.72) Ex GST |
| When the tender documents provide that the tender is to be a Schedule of Rates only, (1) does not apply. | …………………………………………………………………………………………………………………………………………………………………………………………… |
| If the tenderer is a firm the full names of the individual members of the firm must be stated here. | DATED this ............... day of ................. 2014 |
| Insert date. | …………………………………………………………………………………………………………………………………………………………………………………………… |

Signature of Tenderer
ANNEXURE to the Australian Standard General Conditions of Contract

PART A

This Annexure shall be issued as part of the tender and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of:

Clause 1

VICTORIA

Payments under the Contract shall be made at:

Clause 1

SOUTH MELBOURNE

The Principal:

Clause 2

Devine Bacchus Marsh P/L and Gull Group Bacchus Marsh P/L

85 Coventry Street, South Melbourne, Victoria, 3205

Coughlan Civil Pty Ltd ABN 99 100 526 458

6 Webster Street, Ballarat, Victoria, 3350

The address of the Principal:

Clause 2

The Superintendent:

Clause 2

Coughlan Civil Pty Ltd ABN 99 100 526 458

6 Webster Street, Ballarat, Victoria, 3350

The address of the Superintendent:

Clause 3.2

Limits of accuracy applying to quantities for which the Principal accepted rates:

Clause 4.1

+ OR - FIVE (5) PERCENT

Bill of Quantities - the alternative applying:

Clause 4.2

ALTERNATIVE ONE

The time for lodgement of the priced copy of the Bill of Quantities:

Clause 4.2

AT SUBMISSION OF TENDER

Contractor shall provide security in the amount of:

Clause 5.2

NOT APPLICABLE

Principal shall provide security in the amount of:

Clause 5.2

NOT APPLICABLE

The percentage to which the entitlement to security and retention moneys is reduced:

Clause 5.7

FIFTY (50)

Interest on retention moneys and security - the alternative applying:

Clause 5.9

ALTERNATIVE TWO

The number of copies to be supplied by the Principal:

Clause 8.3

TWO (2) COPIES

The number of copies to be supplied by the Contractor:

Clause 8.4

NOT APPLICABLE

The time within which the Superintendent must give a decision and return the Contractor’s copies:

Clause 8.4

NOT APPLICABLE

Work which cannot be subcontracted without approval:

Clause 9.2

ALL WORKS

The percentage for profit and attendance:

Clause 11

FIFTEEN (15)

Insurance of the Works - the alternative applying:

Clause 18

ALTERNATIVE ONE

The assessment for insurance purposes of the costs of demolition and removal of debris:

Clause 18

NOT APPLICABLE

The assessment for insurance purposes of consultants’ fees:

Clause 18

NOT APPLICABLE

The value of materials to be supplied by the Principal:

Clause 18

NOT APPLICABLE

The additional amount or percentage:

Clause 18

NOT APPLICABLE
Public Liability Insurance - the alternative applying: (Clause 19)

The amount of Public Liability Insurance shall be not less than: (Clause 19)

The time for giving possession of the Site: (Clause 27.1)

# The time for Practical Completion
(Clause 35.2)

# The time for Practical Completion
20 weeks after the time for giving possession of Site.
(Notwithstanding that the Superintendent, may at it’s sole discretion, declare separable portions for any or all of the works packages listed in Schedule 1)

# Liquidated Damages per day (Clauses 35.6)

# Limit of Liquidated Damages: (Clause 35.7)

# Bonus per day for early Practical Completion:
(Clause 35.8)

# Limit of Bonus: (Clause 35.8)

# Compensation for Delay Costs: (Clause 36)

# The Defects Liability Period: (Clause 37)

The charge for overheads, profit, etc. for Daywork: (Clause 41(f))

Times for payment claims: (Clause 42.1)

Unfixed plant and materials for which payment claims may be made notwithstanding that they are not on Site: (Clause 42.2)

Retention Moneys on: (Clause 42.3)

(a) work incorporated into the Works and any work or items for which a different amount of retention is not provided, 10 % of the value until 5 % of the Contract Sum is held;

(b) items on Site but not yet incorporated into the Work, N/A %;

(c) items off Site but in Australia N/A %;

(d) items not in Australia N/A %;

(e) disbursements incurred by the Contractor for customs, duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract N/A %;

Unfixed Plant or Materials - the alternative applying: (Clause 42.4)

The rate of interest on overdue payments: (Clause 42.9)

The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)

The person to nominate an arbitrator: (Clause 46)

ALTERNATIVE ONE

$10,000,000

ALTERNATIVE TWO

FIVE (5) PERCENT PER ANNUM

ONE (1) MONTH

PRESIDENT OF THE INSTITUTE IN ARBITRATORS, VICTORIA

# Where there are Separable Portions these items must be deleted or left blank.

COPYRIGHT
SCHEDULE 1

The Services to be provided under the Contract are (clause 2.1):
Bulk earthworks, retaining walls, pavement construction, bituminous sealing, drainage construction, line marking, conduit placement, sewerage reticulation, water reticulation and all other necessary works to construct the works described as Stonehill Stage 4A and Stage 4B

The location at which the Services are to be provided under the Contract is (clause 2.2):
West Maddingly.

The member of Coughlan Civil's staff is (clause 2.4):
If further information is required concerning this specification please contact:

Mr Chris Coughlan
Director
Coughlan Civil Pty Ltd
6 WEBSTER STREET
BALLARAT  VIC  3350
Ph: 5331 2688   Mobile: 0422 328 214
Fax: 5331 6833

The location of the Tender Box is (clause 3.2):
Coughlan Civil Office, 6 Webster St, Ballarat, Victoria, 3350

The time and date by which tenders must be lodged are (clause 3.3):
4pm on 4th October 2013.

The number of copies of the tender to be lodged in the Tender Box is (clause 3.4):
One

The documents and information to be supplied by the tenderer are (clause 4.1):
- The Tender Form;
- Schedule 2 – Schedule of Rates;
- Any other information that the tenderer deems necessary to support their tender.

The evaluation criteria are (clause 5.1):
All valid tenders will be evaluated in general accordance with the criteria set out below. Criteria are intended to give tenderers an indication of the major factors that Coughlan Civil will be considering in evaluating the tenders received. Tenderers should therefore ensure that they provide sufficient information to enable their tenders to be given proper consideration.

Criteria

- Total Price (40%)
  - Comparison of Tenders received
  - Analysis of individual tendered items

- Capability (20%)
  - Relevant Experience
  - Track Record (completion of works programs on time)
  - Technical Skills
  - Appropriate Resources (including condition of plant) to undertake works and provide 1 hr emergency response where required.

- Compliance with Quality & Safety Plans (35%)
  - Level and detail of Quality Plan
  - Minimum Standard of Safety Plan
• Reporting Procedures
• Job Safety Analysis compliance with regulations

• Management and Financial (5%)
  • Management Skills (including Site Management)
  • Financial Capacity

Tenders will be ranked in respect of each criteria as follows:

5  excellent
4  very good
3  good or above average
2  acceptable
1  marginally adequate
0  fails to satisfy required standards

Tenderers should note, failure to obtain a ranking of 2 or higher with regard to Capability and Compliance with Quality and Safety Plans will be considered a non-conforming tender and may not be considered in the final evaluation.
"The payments quoted are exclusive of any Goods & Services Tax ("GST") which is payable. If the tenderer is successful and GST is payable because of the performance of the Services, the payments will be those quoted or otherwise agreed plus GST"
28 October 2013

Coughlan Civil Pty Ltd
6 Webster Street,
Ballarat VIC 3350

Attention: Mr. Chris Coughlan

Dear Sir,

Re: Tender Submission – Stonehill Stage 4a, Bacchus Marsh

We attach herewith our lump sum tender with completed schedules totalling $1,155,108.35 Ex GST.

We advise that our offer is conditional and carries the following qualifications:
1. No allowance to treat, handle or dispose of any contaminated material or inert waste.
2. No allowance to relocate, disconnect and reinstall existing services.
3. Our offer to undertake the works will be under the AWU Construction and Maintenance Award and no site allowances have been factored into our offered rates.
4. No provision and or allowance made within our submission for activating insurance cover pertinent to “Insurance of the Works”. If this is required then it will be organised separately on a cost plus basis to the client.
5. No allowance to acquire permits, payment of any fees, to statutory authorities or to other organisations.
6. Attached are our Plant and Labour rates which are applicable should any day works be ordered or required.
7. Quantities to be confirmed and agreed upon receipt of construction issue drawings. We have priced the schedule of quantities and descriptions provided.

8. Our offer if not accepted within 60 days it will either lapse or necessitate the requirement to be renegotiated subject to mutual consent and agreement.

9. We note that the Construction period to complete these works is the nominated 16 working weeks. Working periods exclude industry scheduled days off, public holidays and Christmas shutdown period. Inclement weather and other delays provided in the general conditions of contract (unaltered) are also deemed to be non-working days.

10. We have priced and made allowance for this project to commence in conjunction with Stage 5A (as we have assumed that they may be awarded together).

11. We reserve the right to provide Insurance Bonds or Bank Guarantees for security valued at a maximum of 5% of the contract sum. Security to be returned at Practical Completion (2.5%) and End of Defects Liability Period (2.5%).

12. No allowance for site perimeter fencing.

13. Security arrangements would require discussion and agreement prior to offer acceptance.

14. Tripartite deeds are subject to our review prior to contract acceptance if applicable to this project.

15. Our offer is based on AS 2124/AS 4000 conditions with the attached amendments.

16. We have allowed to strip 100mm depth topsoil as scheduled.

17. Our offer assumes cut material is suitable for fill placement with all surplus material to be stockpiled on site within 250m of works area.

18. Whilst we have provided rock beaching costs as per Item 7.3.1 of the schedule, we have not allowed for the draining of the wetland, or reinstatement of the associated existing landscaping works. We would seek further clarification on how these works could be conducted, without affecting the functionality and presentation of the wetland.
19. We have added an agreed discount sum to be progressively taken up as a percentage proportionate of the contract sum completed.

We thank you for this tendering opportunity and we would appreciate your earliest possible reply.

Yours faithfully,

WINSLOW CONSTRUCTORS P/L

Darran Bunnett
Construction Manager – North West Region
Project: 559-04A

Civil Works at Stonehill - Stage 4A

CLOSING DATE:  4th October 2013

TENDERER

<table>
<thead>
<tr>
<th>Company:</th>
<th>Winslow Constructors P/L.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Darran Bunnett</td>
</tr>
<tr>
<td>Address:</td>
<td>50 Barry Road</td>
</tr>
<tr>
<td></td>
<td>Campbellfield Vic.</td>
</tr>
</tbody>
</table>

TENDER

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Environmental Management</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>B. Earthworks</td>
<td>$852,661.75</td>
</tr>
<tr>
<td>C. Sewer Reticulation</td>
<td>$107,423.00</td>
</tr>
<tr>
<td>D. Water Reticulation</td>
<td>$66,453.60</td>
</tr>
<tr>
<td>E. Electrical</td>
<td>$99,550.00</td>
</tr>
<tr>
<td>F. Communications</td>
<td>$27,500.00</td>
</tr>
</tbody>
</table>

Contingency

TOTAL TENDER AMOUNT: $1,155,108.35

SIGNATURE OF AUTHORISED PERSON:

PRINTED NAME: Brian Davidson

DATE OF TENDER: 28/10/15
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Works</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate ($/Unit)</th>
<th>Extended Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Environmental Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Preparation of an Environmental Management Plan (EMP) that meets the minimum</td>
<td>1</td>
<td>Item</td>
<td>$320.00</td>
<td>$320.00</td>
</tr>
<tr>
<td></td>
<td>requirements of the CMP that was prepared by Coughlan Civil (ref 559QA) and</td>
<td></td>
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<td></td>
<td>submission to the Superintendent for approval</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Implementation and maintenance of the approved EMP</td>
<td>1</td>
<td>Item</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL ENVIRONMENTAL MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td>$1,520.00</td>
</tr>
<tr>
<td>B. Roads and Drainage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SITE ESTABLISHMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Allow for establishment on site of all plant and facilities and obtaining of</td>
<td>1</td>
<td>Item</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td>road opening permits, etc. Preparation and implementation of Project Management</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Plan including identification of site hazards, all necessary training, signage,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>temporary or permanent works to meet legislative, workzone</td>
<td></td>
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<tr>
<td></td>
<td>and construction industry guidelines and environmental</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>management plan all as specified</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Grubbing and clearing of site including the removal and proper disposal</td>
<td>1</td>
<td>Item</td>
<td>Inc</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of all redundant fences, abandoned equipment and deleterious material, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ROAD PAVEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Supply of all materials, plant and labour for the construction as specified</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the following courses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>30mm compacted thickness of 7mm Type N asphalt</td>
<td>1545</td>
<td>m²</td>
<td>$14.65</td>
<td>$22,634.25</td>
</tr>
<tr>
<td>4.1.2</td>
<td>Prime</td>
<td>1545</td>
<td>m²</td>
<td>$2.30</td>
<td>$3,553.50</td>
</tr>
<tr>
<td>4.1.3</td>
<td>150mm compacted thickness of 20mm nominal size, class 2,</td>
<td>1545</td>
<td>m²</td>
<td>$11.70</td>
<td>$18,076.50</td>
</tr>
<tr>
<td></td>
<td>fine crushed rock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.4</td>
<td>250mm compacted thickness of 40mm nominal size, class 3,</td>
<td>1875</td>
<td>m²</td>
<td>$16.90</td>
<td>$31,687.50</td>
</tr>
<tr>
<td></td>
<td>fine crushed rock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.5</td>
<td>Compaction of subgrade</td>
<td>1875</td>
<td>m²</td>
<td>$0.80</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>4.2</td>
<td>ROAD 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>30mm compacted thickness of 7mm Type N asphalt</td>
<td>1040</td>
<td>m²</td>
<td>$14.65</td>
<td>$15,236.00</td>
</tr>
<tr>
<td>4.2.2</td>
<td>Prime</td>
<td>1040</td>
<td>m²</td>
<td>$2.30</td>
<td>$2,392.00</td>
</tr>
<tr>
<td>4.2.3</td>
<td>150mm compacted thickness of 20mm nominal size, class 2,</td>
<td>1040</td>
<td>m²</td>
<td>$11.75</td>
<td>$12,220.00</td>
</tr>
<tr>
<td></td>
<td>fine crushed rock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.4</td>
<td>250mm compacted thickness of 40mm nominal size, class 3,</td>
<td>1155</td>
<td>m²</td>
<td>$16.90</td>
<td>$19,519.50</td>
</tr>
<tr>
<td></td>
<td>fine crushed rock</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.5</td>
<td>Compaction of subgrade</td>
<td>1155</td>
<td>m²</td>
<td>$0.80</td>
<td>$924.00</td>
</tr>
<tr>
<td>5</td>
<td>CONCRETE WORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>KERB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.1</td>
<td>Concrete kerb and channel including kerbing, layback kerb and channel for pram and</td>
<td>390</td>
<td>Lm</td>
<td>$36.40</td>
<td>$14,196.00</td>
</tr>
<tr>
<td></td>
<td>vehicle crossings where required, re-inforcement all, transitions and preparation of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>bedding as shown on design plans</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.2</td>
<td>Semi Mountable kerb and channel (SM2)</td>
<td>32</td>
<td>Lm</td>
<td>$32.90</td>
<td>$1,052.80</td>
</tr>
<tr>
<td>5.1.3</td>
<td>Mountable kerb and channel (M2)</td>
<td>295</td>
<td>Lm</td>
<td>$28.00</td>
<td>$8,260.00</td>
</tr>
<tr>
<td>5.1.4</td>
<td>Concrete Edge Strip (300mm wide)</td>
<td>87</td>
<td>Lm</td>
<td>$39.40</td>
<td>$3,427.80</td>
</tr>
<tr>
<td>5.2</td>
<td>FOOTPATH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2.1</td>
<td>Footpath, 1.5m Wide x 125mm deep to Council standards,</td>
<td>620</td>
<td>m²</td>
<td>$48.20</td>
<td>$29,884.00</td>
</tr>
<tr>
<td></td>
<td>including F72 reinforcement centrally placed and 75mm depth Class 3 FCR bedding</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2.2</td>
<td>Pram crossings, including tactile ground surface indicators, and</td>
<td>4</td>
<td>No</td>
<td>$321.00</td>
<td>$1,284.00</td>
</tr>
<tr>
<td></td>
<td>Directional tactile indicators as per Coughlan Civil plan number 559RD-04-07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2.3</td>
<td>Tactile ground surface indicators as per Coughlan Civil plan numbered 559RD-04-07</td>
<td>4</td>
<td>No</td>
<td>$279.00</td>
<td>$1,116.00</td>
</tr>
</tbody>
</table>

### 5.3 VEHICLE CROSSINGS

| 5.3.1 | Single vehicle crossing as per Council standards | 28 | No | $695.00 | $19,460.00 |
| 5.3.2 | Double vehicle crossing as per Council standards | 3 | No | $1,330.00 | $3,990.00 |

### 6 RETAINING WALLS

Supply and install retaining walls with specified materials and backfill as required, including driveway wall returns. Refer to detail sheet.

| 6.1 | Concrete sleeper with 'H' section beam 0.20m to 0.50m high with concrete footing | 68 | m | $210.40 | $14,307.20 |
| 6.2 | Concrete sleeper with 'H' section beam 0.50m to 1.00m high with concrete footing | 152 | m | $320.80 | $48,761.60 |
| 6.3 | Rock Retaining Wall, Refer to Detail 0.20m to 0.50m high including crushed rock footing | 197 | m | $251.10 | $49,466.70 |
| 6.4 | Rock Retaining Wall, Refer to Detail 0.50m to 1.00m high including crushed rock footing | 169 | m | $364.90 | $61,668.10 |
| 6.5 | Offset Footing (Retaining Wall B & L) | 1 | Item | $15,210.40 | $15,210.40 |
| 6.6 | Building Permit (Retaining Wall B & L) | 1 | Item | $4,510.00 | $4,510.00 |

### 7 DRAINAGE

Construction of drainage works as specified including supply of all labour and materials

#### 7.1 DRAINAGE PIPES

Complete installation including excavation, supply of RCP pipes as specified, lay, bed, joint, backfill as specified, disposal of surplus spoil & dewatering of trenches all as specified. All drainage to be Butt Jointed Class 2, except where noted.

- **Backfill with Class 3 FCR**
  - 300mm dia RCP Class 3 RRJ
    - **7.1.1 0.00m - 1.99m deep**
      - 130 | m | $147.00 | $19,110.00 |
    - 375mm dia RCP Class 3 RRJ
      - **7.1.2 0.00m - 1.99m deep**
        - 63 | m | $179.20 | $11,289.60 |
      - **Backfill with Class 3 FCR**
        - 225mm dia RCP Class 2 RRJ
          - **7.1.3 0.00m - 1.99m deep**
            - 27 | m | $135.00 | $3,645.00 |
        - 300mm dia RCP Class 2 RRJ
          - **7.1.4 0.00m - 1.99m deep**
            - 127 | m | $157.00 | $19,939.00 |
    - 375mm dia RCP Class 2 RRJ
      - **7.1.5 0.00m - 1.99m deep**
        - 36 | m | $165.30 | $5,950.80 |
    - 450mm dia RCP Class 2 RRJ
      - **7.1.6 0.00m - 1.99m deep**
        - 27 | m | $212.40 | $5,734.80 |
      - **Backfill with select material**
        - 300mm dia RCP Class 2 RRJ
          - **7.1.7 0.00m - 1.99m deep**
            - 30 | m | $92.40 | $2,772.00 |
      - **Backfill with select material**
        - 300mm dia RCP Class 3 RRJ
          - **7.1.8 0.00m - 1.99m deep**
            - 51 | m | $91.60 | $4,671.60 |

### 7.2 DRAINAGE PITS
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.2.1</td>
<td>900 x 900 Grated Side Entry Pit (GP)</td>
<td>10</td>
<td></td>
<td>$2,721.30</td>
<td>$27,213.00</td>
</tr>
<tr>
<td>7.2.2</td>
<td>900 x 900 Grated Side Entry Pit (GJP)</td>
<td>4</td>
<td></td>
<td>$1,936.20</td>
<td>$7,744.80</td>
</tr>
<tr>
<td>7.2.3</td>
<td>900 x 900 Junction Pit (JP)</td>
<td>7</td>
<td></td>
<td>$1,570.30</td>
<td>$10,992.00</td>
</tr>
<tr>
<td>7.2.4</td>
<td>900 x 900 Junction Pit with gate valve (JP)</td>
<td>1</td>
<td></td>
<td>$5,850.00</td>
<td>$5,850.00</td>
</tr>
<tr>
<td>7.2.5</td>
<td>2250 Wingwall (WW)</td>
<td>1</td>
<td></td>
<td>$502.00</td>
<td>$502.00</td>
</tr>
</tbody>
</table>

### 7.3 ROCK BEACHING

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3.1</td>
<td>Rock beaching including laying &amp; excavation</td>
<td>70</td>
<td>m$^2$</td>
<td>$108.60</td>
<td>$7,602.00</td>
</tr>
</tbody>
</table>

### 7.4 AGRICULTURAL DRAINS

Agricultural drains including excavation, supply, lay, bed, backfill, disposal of surplus spoil off-site and dewatering of all trenches as specified.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4.1</td>
<td>100mm dia. Class 400 corrugated P.V.C. with filter sock</td>
<td>766</td>
<td>Lm</td>
<td>$14.30</td>
<td>$10,953.80</td>
</tr>
</tbody>
</table>

### 7.5 HOUSE DRAINS

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5.1</td>
<td>90mm dia uPVC Property Connection to stormwater pipe (short connection) as per SD 520</td>
<td>20</td>
<td></td>
<td>$310.00</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>7.5.2</td>
<td>90mm dia uPVC Property Connection to stormwater pit</td>
<td>12</td>
<td></td>
<td>$310.00</td>
<td>$3,720.00</td>
</tr>
</tbody>
</table>

### 8 INCIDENTAL WORKS

**SIGNS**

Supply the following signs including all necessary posts, brackets, etc. and erect at the locations shown on the plans as per Council specifications.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Street name plates (2 plates on free standing pole)</td>
<td>3</td>
<td></td>
<td>$224.10</td>
<td>$672.30</td>
</tr>
<tr>
<td>8.2</td>
<td>D4-5 Obstruction Marker</td>
<td>2</td>
<td></td>
<td>$224.10</td>
<td>$448.20</td>
</tr>
<tr>
<td>8.3</td>
<td>Supply and install PSM's</td>
<td>3</td>
<td></td>
<td>$263.90</td>
<td>$791.70</td>
</tr>
</tbody>
</table>

### 9 PROVISIONAL ITEMS

All or part to be expended only with written authorisation of the Superintendent.

#### 9.1 Underground electricity and Telstra installations.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1.1</td>
<td>Excavation of Electricity and Telstra trenches as specified for conduits, along cable routes and for service pits including bedding and backfilling as specified, and surface reinstatement</td>
<td>470</td>
<td>Lm</td>
<td>$19.00</td>
<td>$8,930.00</td>
</tr>
</tbody>
</table>

#### 9.2 Electricity Conduits

Supply and lay electrical conduits as specified. - Shared Trench with Telstra conduits.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.2.1</td>
<td>32mm dia LV conduits</td>
<td>80</td>
<td>m</td>
<td>$4.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>9.2.2</td>
<td>63mm dia LV conduits (fine crushed rock backfill)</td>
<td>130</td>
<td>m</td>
<td>$7.50</td>
<td>$975.00</td>
</tr>
<tr>
<td>9.2.3</td>
<td>63mm dia LV conduits</td>
<td>80</td>
<td>m</td>
<td>$6.50</td>
<td>$520.00</td>
</tr>
<tr>
<td>9.2.4</td>
<td>100mm dia LV conduits</td>
<td>40</td>
<td>m</td>
<td>$13.20</td>
<td>$528.00</td>
</tr>
</tbody>
</table>

#### 9.3 Powercor service pits

Electrical service pit including conduits to allotment, excavation, lay. Bed and backfilling as specified to Powercor Australia standards.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.3.1</td>
<td>Service pits</td>
<td>25</td>
<td></td>
<td>$210.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>9.3.2</td>
<td>Excavation for joint holes</td>
<td>25</td>
<td></td>
<td>$57.00</td>
<td>$1,425.00</td>
</tr>
<tr>
<td>9.3.3</td>
<td>Excavation for light poles</td>
<td>10</td>
<td></td>
<td>$85.50</td>
<td>$855.00</td>
</tr>
</tbody>
</table>

#### 9.4 Telecommunications Conduits

Installation of telecommunications conduits, supplied by Telecommunications (excavation and backfill under item 7.1) and to Telecommunications standard specification.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.4.1</td>
<td>50 dia conduit – full depth FCR backfill</td>
<td>120</td>
<td>Lm</td>
<td>$11.40</td>
<td>$1,368.00</td>
</tr>
</tbody>
</table>
### Telecommunications Service Pits

9.5.1 Telecommunications service pits (supplied by Telecommunications) excavation installation and backfill as specified to Telecommunications standard.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td></td>
<td>180</td>
<td>Lm</td>
<td>$20.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,744.00</td>
</tr>
</tbody>
</table>

### Water and Gas Trenching

Excavation of Water and Gas trenches including excavation, laying, bedding and backfilling which complies with the relevant authority specifications

**Water and Gas Conduits**

Water conduits, excavation supply, lay, bed and backfilling as specified.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.6.1</td>
<td>100mm dia uPVC – full depth FCR backfill</td>
<td>180</td>
<td>Lm</td>
<td>$20.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,744.00</td>
</tr>
</tbody>
</table>

Widen water main trench, additional excavation to allow for gas infrastructure, provide bedding and backfill to Authorities standards

### Subgrade Improvement

Excavation of soft, wet and unstable areas and disposal off-site including placing and compaction of the following approved backfill material

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.7.1</td>
<td>40mm nominal size NDGR or approved equivalent</td>
<td>100</td>
<td>m³</td>
<td>$59.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,970.00</td>
</tr>
<tr>
<td>9.7.2</td>
<td>3% Cement treated crushed rock</td>
<td>100</td>
<td>m³</td>
<td>$91.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$9,120.00</td>
</tr>
<tr>
<td>9.7.3</td>
<td>Using approved material from within the works site</td>
<td>100</td>
<td>m³</td>
<td>$10.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,020.00</td>
</tr>
</tbody>
</table>

### Earthworks

Earthworks in all ground conditions. Excavate to design subgrade for road pavement, parking bays, kerb and channel, footpaths, allotments, batters and naturestrips. Work to include stripping & stockpiling of topsoil, forming, boxing, trimming to shape and filling under controlled conditions (for both road pavements and allotments) and compaction of subgrade. Excess topsoil to be retained on-site to satisfaction of Superintendent. Excess clay and rock to be removed from site. Temporary catch drains to have straw bale filters.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.8.1</td>
<td>Removal/stripping and excavation of 100mm topsoil</td>
<td>17900</td>
<td>m²</td>
<td>$0.67</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11,993.00</td>
</tr>
<tr>
<td>9.8.2</td>
<td>Excavating to design levels as per Coughlan Civil plan numbered 559RD-04-04 and cart material to fill zone</td>
<td>1171</td>
<td>m³</td>
<td>$17.40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,375.40</td>
</tr>
<tr>
<td>9.8.3</td>
<td>Placement and compaction of material from the excavation as per Coughlan Civil plan numbered 559RD-04-04</td>
<td>1171</td>
<td>m³</td>
<td>$7.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,899.60</td>
</tr>
<tr>
<td>9.8.4</td>
<td>Excavating to design levels as per Coughlan Civil plan numbered 559RD-04-04 and cart material to stockpile</td>
<td>4510</td>
<td>m³</td>
<td>$11.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,512.00</td>
</tr>
<tr>
<td>9.8.5</td>
<td>Loading, transporting and resprading 100mm depth topsoil to nature strips, cut or fill areas on allotments, batters and catch drains using the best available material from stripping to achieve design levels and gradings.</td>
<td>14250</td>
<td>m²</td>
<td>$1.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,235.00</td>
</tr>
</tbody>
</table>

### Rock Rate

9.9.1 Rock Rate includes use/hire of appropriate sized rock breaker

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.9.1</td>
<td>Rock Rate includes use/hire of appropriate sized rock breaker</td>
<td>200</td>
<td>m³</td>
<td>$34.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$6,800.00</td>
</tr>
</tbody>
</table>

### Agreed Discount

9.9.2 Agreed Discount apportioned as a percentage to contract sum completed.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.9.2</td>
<td>Agreed Discount apportioned as a percentage to contract sum completed.</td>
<td>1</td>
<td>Item</td>
<td>-$24,857.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-$24,857.30</td>
</tr>
</tbody>
</table>

### Miscellaneous

9.10 Provisional Sum

9.10.1 Provisional Sum

9.10.2 Maintenance of EMP controls

9.11 Landscaping Works

Supply and install landscaping works as detailed below and shown on Spire plans

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Description</td>
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<td>Total Cost</td>
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<tr>
<td>------------------------------------------------------------------------------</td>
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<tr>
<td>9.11.1 Supply and install 500-2000mm diameter Basalt Boulders, locally sourced and in accordance with Spire design plans numbered 137060(W)_LCD02 Rev 0 and 137060(W2)_LCD03 Rev 0</td>
<td>60</td>
<td>m²</td>
<td>$103.10</td>
<td>$6,186.00</td>
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<tr>
<td>9.11.2 Supply and install concrete path a shown on Spire design plan 137060(W)_LCD02 Rev A and detail sheet</td>
<td>780</td>
<td>m²</td>
<td>$48.20</td>
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<td><strong>TOTAL ROADS &amp; DRAINAGE WORKS</strong></td>
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<td><strong>$852,661.75</strong></td>
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**E. ELECTRICAL SUPPLY**

1 Coordination and engagement of Subcontractors

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<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Allowance to engage the nominated subcontractor into a subcontract agreement that is to be formulated by Plan B Services, coordinate on-site activities of electrical cabling and light pole delivery and installation. Note: the procurement of subcontractor to be conducted by Plan B services under separate agreement.</td>
<td>1</td>
<td>Item</td>
<td>$9,050.00</td>
<td>$9,050.00</td>
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</table>

**PROVISIONAL ITEMS**

All or part to be expended only with written authorisation of the Superintendent

2 Subcontractor payments

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<th>Description</th>
<th>Quantity</th>
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<td>Electrical Cabling</td>
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<tr>
<td>Street Lighting</td>
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**TOTAL ELECTRICAL SUPPLY**

**$99,550.00**

**F. COMMUNICATIONS**

3 Coordination and engagement of Subcontractors

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<th>Unit Cost</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Allowance to procure and engage an appropriately qualified subcontractor to undertake communications pipe and pit installation and to coordinate on-site activities.</td>
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**PROVISIONAL ITEMS**

All or part to be expended only with written authorisation of the Superintendent

4 Subcontractor payments

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<tr>
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<th>Quantity</th>
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<td>NBN Installation</td>
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<td>Item</td>
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**TOTAL COMMUNICATIONS**

**$27,500.00**

**TOTAL CONTRACT**

**$1,155,108.35**
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<td><strong>C. SEWER RETICULATION</strong></td>
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<tr>
<td>1</td>
<td>Construct sewer gravity mains including setting out,</td>
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<tr>
<td></td>
<td>excavation, bedding, laying, jointing, testing, backfilling,</td>
<td></td>
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<tr>
<td></td>
<td>disposal of spoil and delivery of all materials, all as</td>
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<td></td>
<td>specified and shown on the drawings.</td>
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<tr>
<td>1.1</td>
<td>150dia. P.V.C. sewer with FCR Backfill :-</td>
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<tr>
<td>1.1.1</td>
<td>0.00m - 1.99m deep</td>
<td>200</td>
<td>m</td>
<td>$170.10</td>
<td>$34,020.00</td>
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<td>1.1.2</td>
<td>2.00m - 2.99m deep</td>
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<td>m</td>
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<td>1.2</td>
<td>150 dia. P.V.C. sewer with Select Material Backfill:-</td>
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<td>1.2.1</td>
<td>2.00m - 2.99m deep</td>
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<td>m</td>
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<td>2</td>
<td><strong>Access Chambers</strong></td>
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<tr>
<td></td>
<td>Construction of access chamber including setting out,</td>
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<tr>
<td></td>
<td>excavation, construction of all inlets, drops, outlets,</td>
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<td></td>
<td>cleaning up and disposal of surplus spoil to nominated site and supply and</td>
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<tr>
<td></td>
<td>delivery of all materials, all as specified and shown on the drawings.</td>
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<td>2.1</td>
<td>1050 dia access chamber (0.0 - 1.99m deep)</td>
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<td>$6,825.00</td>
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<td>2.2</td>
<td>1220 dia access chamber (1.99 - 2.99m deep)</td>
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<td>No</td>
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<td>$7,560.00</td>
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<td>3</td>
<td><strong>Existing Connection</strong></td>
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<td>3.1</td>
<td>Connect to existing maintenance hole from Stage 3</td>
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<td>Item</td>
<td>$525.00</td>
<td>$1,050.00</td>
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<td>4</td>
<td><strong>House Connection Branches</strong></td>
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<tr>
<td></td>
<td>New 1000 property branch connections extended 2m past lot boundary and backfilled</td>
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<tr>
<td></td>
<td>under retaining walls with cement stabilised crushed rock</td>
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<tr>
<td>4.1</td>
<td>New Main, Type 1</td>
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<td>No</td>
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<td>$1,890.00</td>
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<td>4.2</td>
<td>New Main, Type 2</td>
<td>4</td>
<td>No</td>
<td>$157.50</td>
<td>$630.00</td>
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<tr>
<td></td>
<td>New 1000 property branch connections extended 0.5m past lot boundary</td>
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<td>4.2</td>
<td>New Main, Type 1</td>
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<tr>
<td>4.3</td>
<td>New Main, Type 2</td>
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<td>No</td>
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<td>$1,260.00</td>
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<td>5</td>
<td><strong>Preparation of Quality Plan and Test and Inspection Plan.</strong></td>
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<td></td>
<td>Completion of Water Company certification requirements for construction. Compile</td>
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<tr>
<td></td>
<td>and maintain records and field notes.</td>
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<tr>
<td>6</td>
<td><strong>Vacuum testing of manholes and Ovality and Pressure testing of sewer mains</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>including the supply of all testing equipment.</td>
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<tr>
<td>7</td>
<td><strong>PROVISIONAL ITEMS</strong></td>
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<tr>
<td>7.1</td>
<td>Rock Rate</td>
<td>200</td>
<td>m$^{3}$</td>
<td>$10.50</td>
<td>$2,100.00</td>
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<td>7.2</td>
<td>Provisional Sum</td>
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<td>$20,000.00</td>
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<tr>
<td></td>
<td><strong>TOTAL SEWER RETICULATION WORKS</strong></td>
<td></td>
<td></td>
<td></td>
<td>$107,423.00</td>
</tr>
</tbody>
</table>
## Item No. | Description of Works  | Qty | Unit | Rate ($) | Extended Amount ($)  
--- | --- | --- | --- | --- | ---  
### D. WATER RETICULATION WORKS  
Construction of water supply works as detailed, including supply and installation of all material, including tees, reducers, bends, thrust restraints, valve covers, ancillary fittings, disposal of spoil of surplus excavated material all to W.S.A.A specifications.

1 Water Reticulation Mains  
Supply all materials, excavate, bed, lay, joint, thrust block and backfill complete as specified the following pipes. FCR backfill includes under all vehicle crossings, footpaths & road crossings:

| 1.1 Water Reticulation Mains with selected material Backfill  | 1.1.1 100mm dia uPVC (PN16) | 295 | m | $54.80 | $16,166.00  
| --- | --- | --- | --- | --- | ---  
| 1.1.2 150mm dia uPVC (PN16) | 70 | m | $67.10 | $4,697.00  

1.2 Water Reticulation Mains with Type FCR Backfill

| 1.2.1 100mm dia uPVC (PN16) | 50 | m | $88.80 | $4,440.00  
| 1.2.2 150mm dia uPVC (PN16) | 15 | m | $101.00 | $1,515.00  

2 Hydrants and Washout Assemblies  
Supply all materials and install complete (incl. Hydrant indicator post & RRPM) as specified:

| 2.1 100mm hydrant | 3 | No | $423.20 | $1,269.60  
| 2.2 100mm washout assembly & hydrant | 1 | No | $404.30 | $404.30  
| 2.3 150mm hydrant | 1 | No | $458.90 | $458.90  

3 Valves & Reducers  
Supply all materials and install the following valves where required as per Authority’s standard drawings and as specified:

| 3.1 100mm dia Valve | 5 | No | $429.90 | $2,149.50  
| 3.2 150mm dia Valve | 1 | No | $997.50 | $997.50  

4 Bends  
Supply all materials and install the following Bends, including concrete thrust blocks as specified:

| 4.1 100mm x 90 degree bend | 4 | No | $79.80 | $319.20  
| 4.2 100mm x 45 degree bend | 2 | No | $105.00 | $210.00  
| 4.3 100mm x 11.25 degree bend | 2 | No | $105.00 | $210.00  

5 House Connections  
Water tapping & construction of 20mm water property connections extended 2m past lot boundary and backfilled under retaining walls with cement stabilised crushed rock:

| 5.1 150mm Water tapping on opposite side | 2 | No | $286.50 | $573.00  
| 5.2 100mm Water tapping on opposite side | 16 | No | $286.50 | $4,584.00  

Water tapping & construction of 20mm water property connections extended 0.5m past lot boundary:

| 5.3 100mm Water tapping on same side | 5 | No | $284.60 | $1,423.00  
| 5.4 100mm Water tapping on opposite side | 4 | No | $284.60 | $1,138.40  
| 5.5 150mm Water tapping on opposite side | 3 | No | $284.60 | $853.80  
| 5.6 150mm Water tapping on same side | 2 | No | $284.60 | $569.20  
| 5.7 150mm Water tapping on same side from Stage 3 | 2 | No | $569.10 | $1,138.20  

6 Tees
Supply all materials and install the following tees where required as per Authority's standard drawings including concrete thrust blocks as specified.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Include</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>100 x 100 x 100 dia</td>
<td>2</td>
<td>No</td>
<td>$105.00</td>
<td>$210.00</td>
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<tr>
<td>6.2</td>
<td>150 x 150 x 100 dia</td>
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<td>No</td>
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7 Main Connections

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<tr>
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<th>Quantity</th>
<th>Include</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>7.1</td>
<td>Connection to existing 150mm dia UPVC main</td>
<td>1</td>
<td>No</td>
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8 Quality Assurance Costs

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<tr>
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<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Preparation of Quality Plan, Test and Inspection Plan, completion of Water Authority's Certification and Verification requirements for construction as specified. Compile and maintain records and field notes.</td>
<td>1</td>
<td>Item</td>
<td>$609.00</td>
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9 Testing

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</tr>
</thead>
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<tr>
<td>9.1</td>
<td>Flush out, pressure test and water quality testing</td>
<td>1</td>
<td>Item</td>
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10 Provisional Sum

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TOTAL WATER RETICULATION WORKS

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<td>Plant Make</td>
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</table>
Afternoon Mate,

The rolled rates from 4A are fine

Cheers
Cam

From: Michael Parker [mailto:Michael@coughlancivil.com]
Sent: Monday, 24 March 2014 4:11 PM
To: Cameron Lee
Subject: Stonehill - Stage 4B

Cameron

I’ll give you a call about this, but do you agree with the estimate for Stage 4B (I’ve used the same rates as your latest submission for Stage 4A).

Regards

Michael Parker
Civil Engineer
BEng (Civil), MIeAust

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<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Works</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate  ($)</th>
<th>Extended Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>A. Environmental Management</strong></td>
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<tr>
<td>1</td>
<td>Preparation of an Environmental Management Plan (EMP) that meets the minimum requirements of the CMP that was prepared by Coughlan Civil (ref 559QA) and submission to the Superintendent for approval</td>
<td>1</td>
<td>Item</td>
<td>$ 320.00</td>
<td>Removed due to combined stage construction</td>
</tr>
<tr>
<td>2</td>
<td>Implementation and maintenance of the approved EMP</td>
<td>1</td>
<td>Item</td>
<td>$ 1,200.00</td>
<td>Removed due to combined stage construction</td>
</tr>
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<td></td>
<td><strong>TOTAL ENVIRONMENTAL MANAGEMENT</strong></td>
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<td></td>
<td><strong>B. Roads and Drainage</strong></td>
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<td><strong>3 SITE ESTABLISHMENT</strong></td>
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<tr>
<td>3.1</td>
<td>Allow for establishment on site of all plant and facilities and obtaining of road opening permits, etc. Preparation and implementation of Project Management Plan including identification of site hazards, all necessary training, signage, temporary or permanent works to meet legislative, workcover and construction industry guidelines and environmental management plan all as specified.</td>
<td>1</td>
<td>Item</td>
<td>$ 400.00</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>3.2</td>
<td>Grubbing and clearing of site including the removal and proper disposal of all redundant fences, abandoned equipment and deleterious material, etc.</td>
<td>1</td>
<td>Item</td>
<td>inc.</td>
<td>$ -</td>
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<td><strong>4 ROAD PAVEMENT</strong></td>
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<td>Supply of all materials, plant and labour for the construction as specified of the following courses:</td>
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<tr>
<td>4.1</td>
<td><strong>STONEHILL DRIVE &amp; ROAD 1</strong></td>
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<tr>
<td>4.1.1</td>
<td>30mm compacted thickness of 7mm Type N asphalt</td>
<td>405</td>
<td>m²</td>
<td>$ 14.65</td>
<td>$ 5,933.25</td>
</tr>
<tr>
<td>4.1.2</td>
<td>Prime</td>
<td>405</td>
<td>m²</td>
<td>$ 2.30</td>
<td>$ 931.50</td>
</tr>
<tr>
<td>4.1.3</td>
<td>150mm compacted thickness of 20mm nominal size, class 2, fine crushed rock</td>
<td>405</td>
<td>m²</td>
<td>$ 11.70</td>
<td>$ 4,738.50</td>
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<tr>
<td>4.1.4</td>
<td>250mm compacted thickness of 40mm nominal size, class 3, fine crushed rock</td>
<td>485</td>
<td>m²</td>
<td>$ 16.90</td>
<td>$ 8,196.50</td>
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<tr>
<td>4.1.5</td>
<td>Compaction of subgrade</td>
<td>485</td>
<td>m²</td>
<td>$ 0.80</td>
<td>$ 388.00</td>
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<td><strong>5 CONCRETE WORKS</strong></td>
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<tr>
<td>5.1</td>
<td>KERB</td>
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<tr>
<td>5.1.1</td>
<td>Concrete kerb and channel including kerbing, layback kerb and channel for pram and vehicle crossings where required, reinforcement all, transitions and preparation of bedding as shown on design plans</td>
<td>80</td>
<td>Lm</td>
<td>$ 36.40</td>
<td>$ 2,912.00</td>
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<tr>
<td>5.2</td>
<td>FOOTPATH</td>
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<tr>
<td>5.2.1</td>
<td>Footpath, 1.5m Wide x 125mm deep to Council standards including F72 reinforcement centrally placed and 75mm depth Class 3 FCR bedding</td>
<td>142</td>
<td>m²</td>
<td>$ 48.20</td>
<td>$ 6,844.40</td>
</tr>
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<td>5.2.2</td>
<td>Pram crossings, including tactile ground surface indicators, and Directional tactile indicators as per Coughlan Civil plan numbered 559RD-04-07</td>
<td>2</td>
<td>No</td>
<td>$ 321.00</td>
<td>$ 642.00</td>
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<td>5.3</td>
<td>VEHICLE CROSSINGS</td>
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<tr>
<td>5.3.1</td>
<td>Single vehicle crossing as per Council standards</td>
<td>2</td>
<td>No</td>
<td>$ 695.00</td>
<td>$ 1,390.00</td>
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<tr>
<td>Item No.</td>
<td>Description of Works</td>
<td>Qty</td>
<td>Unit</td>
<td>Rate ($)</td>
<td>Extended Amount ($)</td>
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<tr>
<td>5.3.2</td>
<td>150mm concrete with exposed aggregate 'FORESHORE' with SL82 mesh reinforcement centrally placed</td>
<td>110</td>
<td>m²</td>
<td>83.80</td>
<td>9,218.00</td>
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<tr>
<td>5.3.3</td>
<td>125mm compacted depth 20mm Class 3 FCR Bedding</td>
<td>110</td>
<td>m²</td>
<td>10.40</td>
<td>1,144.00</td>
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### 6 RETAINING WALLS
Supply and install retaining walls with specified materials and backfill as required, including driveway wall returns. Refer to detail sheet.

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<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate ($)</th>
<th>Extended Amount ($)</th>
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<tbody>
<tr>
<td>6.1</td>
<td>Concrete sleeper with 'H' section beam 0.20m to 0.50m high with concrete footing</td>
<td>10</td>
<td>m</td>
<td>210.40</td>
<td>2,104.00</td>
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<tr>
<td>6.2</td>
<td>Concrete sleeper with 'H' section beam 0.50m to 1.00m high with concrete footing</td>
<td>90</td>
<td>m</td>
<td>320.80</td>
<td>28,872.00</td>
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<td>6.3</td>
<td>Rock Retaining Wall, Refer to Detail 0.20m to 0.50m high including crushed rock footing</td>
<td>30</td>
<td>m</td>
<td>251.10</td>
<td>7,533.00</td>
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<td>6.4</td>
<td>Offset Footing (Retaining Wall B &amp; L)</td>
<td>1</td>
<td>Item</td>
<td>6,566.40</td>
<td>6,566.40</td>
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<td>6.5</td>
<td>Building Permit (Retaining Wall B &amp; L)</td>
<td>1</td>
<td>Item</td>
<td>4,510.00</td>
<td>Removed due to combined stage construction</td>
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### 7 DRAINAGE
Construction of drainage works as specified including supply of all labour and materials.

#### 7.1 DRAINAGE PIPES
Complete installation including excavation, supply of RCP pipes as specified, lay, bed, joint, backfill as specified, disposal of surplus spoil & dewatering of trenches all as specified. All drainage to be Butt Jointed Class 2, except where noted.

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
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<th>Rate ($)</th>
<th>Extended Amount ($)</th>
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<tbody>
<tr>
<td>7.1.1</td>
<td>300mm dia RCP Class 3 RRJ 0.00m - 1.99m deep</td>
<td>65</td>
<td>m</td>
<td>147.00</td>
<td>9,555.00</td>
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<tr>
<td>7.1.2</td>
<td>300mm dia RCP Class 2 RRJ 0.00m - 1.99m deep</td>
<td>12</td>
<td>m</td>
<td>157.00</td>
<td>1,884.00</td>
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#### 7.2 DRAINAGE PITS
Complete, including excavation internal and external form work, reinforcement, supply and placement of concrete, pit lids and surrounds, uPVC house drain stubs, step irons and backfilling all as specified.

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<th>Item No.</th>
<th>Description</th>
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<th>Extended Amount ($)</th>
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<tbody>
<tr>
<td>7.2.1</td>
<td>900 x 900 Grated Side Entry Pit (GP)</td>
<td>2</td>
<td>No</td>
<td>2,721.30</td>
<td>5,442.60</td>
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<td>7.2.2</td>
<td>900 x 900 Junction Pit (JP)</td>
<td>1</td>
<td>No</td>
<td>1,570.30</td>
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#### 7.3 AGRICULTURAL DRAINS
Agricultural drains including excavation, supply, lay, bed, backfill, disposal of surplus spoil off-site and dewatering of all trenches as specified.

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<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Rate ($)</th>
<th>Extended Amount ($)</th>
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<tr>
<td>7.3.1</td>
<td>100mm dia. Class 400 corrugated P.V.C. with filter sock</td>
<td>80</td>
<td>Lm</td>
<td>14.30</td>
<td>1,144.00</td>
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</table>

#### 7.4 HOUSE DRAINS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate ($)</th>
<th>Extended Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4.1</td>
<td>90mm dia uPVC Property Connection to stormwater pipe (short connection) as per SD 520</td>
<td>3</td>
<td>No</td>
<td>310.00</td>
<td>930.00</td>
</tr>
<tr>
<td>7.4.2</td>
<td>90mm dia uPVC Property Connection to stormwater pit</td>
<td>3</td>
<td>No</td>
<td>310.00</td>
<td>930.00</td>
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</tbody>
</table>

2 of 7
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Works</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate ($/Unit)</th>
<th>Extended Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td><strong>PROVISIONAL ITEMS</strong>&lt;br&gt; All or part to be expended only with written authorisation of the Superintendent</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8.1</td>
<td><strong>Underground electricity and Telstra installations.</strong>&lt;br&gt; Excavation of Electricity and Telstra trenches as specified for conduits, along cable routes and for service pits including bedding and backfilling as specified, and surface reinstatement</td>
<td>45</td>
<td>Lm</td>
<td>$19.00</td>
<td>$855.00</td>
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<tr>
<td>8.2</td>
<td><strong>Electricity Conduits</strong>&lt;br&gt; Supply and lay electrical conduits as specified. - Shared Trench with Telstra conduits.</td>
<td></td>
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<tr>
<td>8.2.1</td>
<td>32mm dia LV conduits</td>
<td>30</td>
<td>m</td>
<td>$4.00</td>
<td>$120.00</td>
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<td>8.2.2</td>
<td>63mm dia LV conduits (fine crushed rock backfill)</td>
<td>45</td>
<td>m</td>
<td>$7.50</td>
<td>$337.50</td>
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<tr>
<td>8.3</td>
<td><strong>Powercor service pits</strong>&lt;br&gt; Electrical service pit including conduits to allotment, excavation, lay. Bed and backfilling as specified to Powercor Australia standards</td>
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<td>8.3.1</td>
<td>Service pits</td>
<td>5</td>
<td>No</td>
<td>$210.00</td>
<td>$1,050.00</td>
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<td>8.3.2</td>
<td>Excavation for joint holes</td>
<td>5</td>
<td>No</td>
<td>$57.00</td>
<td>$285.00</td>
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<td>8.3.3</td>
<td>Excavation for light poles</td>
<td>5</td>
<td>No</td>
<td>$85.50</td>
<td>$427.50</td>
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<td>8.4</td>
<td><strong>Telecommunications Conduits</strong>&lt;br&gt; Installation of telecommunications conduits, supplied by Telecommunications (excavation and backfill under item 7.1) and to Telecommunications standard specification.</td>
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<td>8.4.1</td>
<td>50 dia conduit – full depth FCR backfill</td>
<td>45</td>
<td>Lm</td>
<td>$11.40</td>
<td>$513.00</td>
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<td>8.5</td>
<td><strong>Telecommunications Service Pits</strong>&lt;br&gt; Telecommunications service pits (supplied by Telecommunications) excavation installation and backfill as specified to Telecommunications standard.</td>
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<td>8.5.1</td>
<td>Telecommunications service pits</td>
<td>5</td>
<td>No</td>
<td>$142.50</td>
<td>$712.50</td>
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<td>8.6</td>
<td><strong>Water and Gas Trenching</strong>&lt;br&gt; Excavation of Water and Gas trenches including excavation, laying, bedding and backfilling which complies with the relevant authority specifications</td>
<td></td>
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<tr>
<td>8.6.1</td>
<td>100mm dia uPVC – full depth FCR backfill</td>
<td>80</td>
<td>Lm</td>
<td>$20.80</td>
<td>$1,664.00</td>
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<tr>
<td>8.7</td>
<td><strong>Subgrade Improvement</strong>&lt;br&gt; Excavation of soft, wet and unstable areas and disposal off-site including placing and compaction of the following approved backfill material</td>
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<tr>
<td>8.7.1</td>
<td>40mm nominal size NDCR or approved equivalent</td>
<td>50</td>
<td>m³</td>
<td>$59.70</td>
<td>$2,985.00</td>
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<td>8.7.2</td>
<td>3% Cement treated crushed rock</td>
<td>50</td>
<td>m³</td>
<td>$91.20</td>
<td>$4,560.00</td>
</tr>
</tbody>
</table>
### 8.7.3 Using approved material from within the works site

- **Qty**: 50
- **Unit**: m³
- **Rate**: $10.20
- **Extended Amount**: $510.00

### 8.8 Earthworks

Earthworks in all ground conditions. Excavate to design subgrade for road pavement, parking bays, kerb and channel, footpaths, allotments, batters and naturestrips. Work to include stripping & stockpiling of topsoil, forming, boxing, trimming to shape and filling under controlled conditions (for both road pavements and allotments) and compaction of subgrade. Excess topsoil to be retained on-site to satisfaction of Superintendent. Excess clay and rock to be removed from site. Temporary catch drains to have straw bale filters.

#### 8.8.1 Removal/stripping and excavation of 100mm topsoil

- **Qty**: 4444
- **Unit**: m²
- **Rate**: $0.67
- **Extended Amount**: $2,977.48

#### 8.8.2 Excavating to design levels as per Coughlan Civil plan numbered 559RD-04-04 and cart material to fill zone

- **Qty**: 381
- **Unit**: m³
- **Rate**: $17.40
- **Extended Amount**: $6,629.40

#### 8.8.3 Placement and compaction of material from the excavation as per Coughlan Civil plan numbered 559RD-04-04

- **Qty**: 381
- **Unit**: m³
- **Rate**: $7.60
- **Extended Amount**: $2,895.60

#### 8.8.4 Excavating to design levels as per Coughlan Civil plan numbered 559RD-04-04 and cart material to stockpile

- **Qty**: 502
- **Unit**: m³
- **Rate**: $11.20
- **Extended Amount**: $5,622.40

#### 8.8.5 Loading, transporting and respreading 100mm depth topsoil to nature strips, cut or fill areas on allotments, batters and catch drains using the best available material from stripping to achieve design levels and gradings.

- **Qty**: 3817
- **Unit**: m²
- **Rate**: $1.42
- **Extended Amount**: $5,420.14

### 8.9 Rock Rate

#### 8.9.1 Rock Rate includes use/hire of appropriate sized rock breaker

- **Qty**: 25
- **Unit**: m³
- **Rate**: $34.00
- **Extended Amount**: $850.00

### 8.10 Miscellaneous

#### 8.10.1 Provisional Sum

- **Extended Amount**: $7,000.00

#### 8.10.2 Maintenance of EMP controls

- **Removed due to combined stage construction**

### TOTAL ROADS & DRAINAGE WORKS

- **Extended Amount**: $155,840.47
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Works</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Extended Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>($)</td>
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<tr>
<td>C. SEWER RETICULATION</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Construct sewer gravity mains including setting out, excavation, bedding, laying, jointing, testing, backfilling, disposal of spoil and delivery of all materials, all as specified and shown on the drawings.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.1</td>
<td>150dia. P.V.C. sewer with FCR Backfill :—</td>
<td></td>
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<tr>
<td>1.1.1</td>
<td>0.00m - 1.99m deep</td>
<td>48</td>
<td>m</td>
<td>$ 170.10</td>
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<tr>
<td>2</td>
<td>Access Chambers</td>
<td></td>
<td></td>
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<tr>
<td>2.1</td>
<td>Construction of access chamber including setting out, excavation, construction of all inlets, drops, outlets, cleaning up and disposal of surplus spoil to nominated site and supply and delivery of all materials, all as specified and shown on the drawings.</td>
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<td>2.1.1</td>
<td>1050 dia access chamber (0.0 - 1.99m deep)</td>
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<td>$ 1,365.00</td>
<td>$ 1,365.00</td>
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<td>3</td>
<td>Existing Connection</td>
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<td>3.1</td>
<td>Connect to existing maintenance hole from Stage 3</td>
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<td>Item</td>
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<td>4</td>
<td>House Connection Branches</td>
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<tr>
<td>4.1</td>
<td>New 100Ø property branch connections extended 2m past lot boundary and backfilled under retaining walls with cement stabilised crushed rock</td>
<td>2</td>
<td>No</td>
<td>$ 157.50</td>
<td>$ 315.00</td>
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<tr>
<td>4.2</td>
<td>New 100Ø property branch connections extended 0.5m past lot boundary</td>
<td>2</td>
<td>No</td>
<td>$ 157.50</td>
<td>$ 315.00</td>
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<tr>
<td>5</td>
<td>Preparation of Quality Plan and Test and Inspection Plan, Completion of Water Company certification requirements for construction. Compile and maintain records and field notes.</td>
<td>1</td>
<td>Item</td>
<td>$ 52.50</td>
<td>Removed due to combined stage construction</td>
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<td>6</td>
<td>Vacuum testing of manholes and Ovality and Pressure testing of sewer mains including the supply of all testing equipment.</td>
<td>1</td>
<td>Item</td>
<td>$ 52.50</td>
<td>Removed due to combined stage construction</td>
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<tr>
<td>7</td>
<td>PROVISIONAL ITEMS</td>
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<tr>
<td>7.1</td>
<td>Rock Rate</td>
<td>10</td>
<td>m³</td>
<td>$ 10.50</td>
<td>$ 105.00</td>
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<td>7.2</td>
<td>Provisional Sum</td>
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<td></td>
<td>$10,000.00</td>
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<tr>
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<td>TOTAL SEWER RETICULATION WORKS</td>
<td></td>
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<td>$ 20,264.80</td>
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## STONEHILL STAGE 4B - 559-04B (REV B)

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<th>Item No.</th>
<th>Description of Works</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate ($/Unit)</th>
<th>Extended Amount ($)</th>
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<tbody>
<tr>
<td></td>
<td><strong>D. WATER RETICULATION WORKS</strong></td>
<td></td>
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<tr>
<td></td>
<td><strong>Construction of water supply works as detailed, including</strong></td>
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</tr>
<tr>
<td></td>
<td>supply and installation of all material, including tees,</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>reducers, bends, thrust restraints, valve covers, ancillary</td>
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<tr>
<td></td>
<td>fittings, disposal of spoil of surplus excavated material</td>
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</tr>
<tr>
<td></td>
<td>all to W.S.A.A specifications</td>
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<tr>
<td></td>
<td><strong>1 Water Reticulation Mains</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Supply all materials, excavate, bed, lay, joint, thrust</td>
<td></td>
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<tr>
<td></td>
<td>block and backfill complete as specified the following</td>
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<tr>
<td></td>
<td>pipes. FCR backfill includes under all vehicle crossings,</td>
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</tr>
<tr>
<td></td>
<td>footpaths &amp; road crossings:</td>
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<tr>
<td></td>
<td><strong>1.1 Water Reticulation Mains with selected material</strong></td>
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<td></td>
<td><strong>Backfill</strong></td>
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<td><strong>1.1.1 100mm dia uPVC (PN16)</strong></td>
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<td><strong>1.2 Water Reticulation Mains with Type FCR Backfill</strong></td>
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<td><strong>1.2.1 100mm dia uPVC (PN16)</strong></td>
<td>35</td>
<td>m</td>
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<td><strong>2 Hydrants and Washout Assemblies</strong></td>
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<tr>
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<td>Supply all materials and install complete (incl. Hydrant</td>
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<tr>
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<td>indicator post &amp; RRPM) as specified:</td>
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<td><strong>2.2 100mm washout assembly &amp; hydrant</strong></td>
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<td>$404.30</td>
<td>$404.30</td>
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<td><strong>3 House Connections</strong></td>
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<td></td>
<td>Water tapping &amp; construction of 20mm water property</td>
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</tr>
<tr>
<td></td>
<td>connections extended 2m past lot boundary and backfilled</td>
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<tr>
<td></td>
<td>under retaining walls with cement stabilised crushed rock</td>
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<td><strong>3.1 100mm Water tapping on opposite side</strong></td>
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<td>$286.50</td>
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<td><strong>3.2 100mm Water tapping on same side</strong></td>
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<td><strong>4 Main Connections</strong></td>
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<td><strong>5 Quality Assurance Costs</strong></td>
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<td><strong>5.1 Preparation of Quality Plan, Test and Inspection</strong></td>
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<td>Plan, completion of Water Authority's Certification and</td>
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<td>Verification requirements for construction as specified,</td>
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<td></td>
<td>construction</td>
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<td></td>
<td>Compile and maintain records and field notes.</td>
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<tr>
<td></td>
<td><strong>6 Testing</strong></td>
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<td>Item</td>
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<td>combined stage</td>
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<td>construction</td>
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<td><strong>7 Provisional Sum</strong></td>
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<td>Extended Amount ($)</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>($)</td>
<td>Amount ($)</td>
</tr>
<tr>
<td>E. ELECTRICAL SUPPLY</td>
<td>Coordination and engagement of Subcontractors</td>
<td>1</td>
<td>Item</td>
<td>$9,050.00</td>
<td>Removed due to combined stage construction</td>
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<tr>
<td></td>
<td>Allowance to engage the nominated subcontractor into a subcontract agreement that is to be formulated by Plan B Services, coordinate on-site activities of electrical cabling and light pole delivery and installation. Note: the procurement of subcontractor to be conducted by Plan B services under separate agreement.</td>
<td></td>
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<td>1</td>
<td>Item</td>
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<td></td>
<td>All or part to be expended only with written authorisation of the Superintendent</td>
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<tr>
<td></td>
<td>Subcontractor payments</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>2.1 Electrical Cabling</td>
<td>1</td>
<td>Item</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td>2.2 Street Lighting</td>
<td>1</td>
<td>Item</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL ELECTRICAL SUPPLY</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,200.00</td>
</tr>
<tr>
<td>F. COMMUNICATIONS</td>
<td>Coordination and engagement of Subcontractors</td>
<td>1</td>
<td>Item</td>
<td>$2,500.00</td>
<td>Removed due to combined stage construction</td>
</tr>
<tr>
<td></td>
<td>Allowance to procure and engage an appropriately qualified subcontractor to undertake communications pipe and pit installation and to coordinate on-site activities.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>Item</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td>PROVISIONAL ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All or part to be expended only with written authorisation of the Superintendent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subcontractor payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.1 NBN Installation</td>
<td>1</td>
<td>Item</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL COMMUNICATIONS</td>
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<td>$3,600.00</td>
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<tr>
<td></td>
<td>TOTAL CONTRACT</td>
<td></td>
<td></td>
<td></td>
<td>$203,477.37</td>
</tr>
</tbody>
</table>
CONTRACT 559-04

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL – BACCHUS MARSH
GRIFFITH STREET, WEST MADDINGLY

________________________________________

FORMAL INSTRUMENT OF AGREEMENT

________________________________________
FORMAL INSTRUMENT OF
AGREEMENT

AGREEMENT made day of 2014

BETWEEN Winslow Constructors Pty Ltd ("the Contractor"),

AND Devine Bacchus Marsh P/L and Gull Group Bacchus Marsh P/L, ("the Principal").

1.0 The Contractor will perform the work under the Contract for the Principal in accordance with the Contract.

2.0 The Contract Sum shall be the lump sum amount of $1,393,562.82 (including all applicable levies, surcharges and fees that may be payable to a regulatory authority but excluding GST).

3.0 IT IS AGREED the below mentioned documents (attached to this agreement and which the Contractor acknowledges receipt of shall together comprise the Contract between the parties):

1) The Letter of Acceptance;
3) Special Conditions (including any Annexures to the Special Conditions);
5) Specification and drawings as listed in the Annexures.
6) Project Management Plan

If there is any inconsistency between the above documents, they shall be read in the order of precedence shown above.

Devine Bacchus Marsh P/L and Gull Group Bacchus Marsh P/L

.......................................................... Director

.......................................................... Witness

THE COMMON SEAL OF the Contractor Winslow Constructors Pty Ltd

A.C.N 006 581 764 was here unto affixed in accordance with its Articles of Association the presence of:

.......................................................... Director

.......................................................... Witness
{Letter of Acceptance to be inserted}
CONTRACT 559-04

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL – BACCHUS MARSH
GRIFFITH STREET, WEST MADDINGLY

SPECIAL CONDITIONS
39

SC-01 Adjustment to Schedule of Rates

AS 2124-1992 General Conditions of Contract shall form part of the Contract as modified by the Special Conditions below.

3.3 Adjustment for Actual Quantities – Schedule of Rates

Add sub-clause (c) as follows:

Any claim that is to be made by the contractor with respect to quantities being greater than the quantity shown in the Bill of Quantities or Schedule of Rates is to be made prior to the signing of the contract.

The signing of the contract by the contractor, is deemed to be acknowledgment that the quantities shown in the Bill of Quantities or Schedule of Rates are correct and that no future claim will be made with respect to accuracy of quantities.

This sub clause does not preclude the contractor from making a claim under Clause 40.5 in the event that the scope is varied as directed by the Superintendent.

SC-02 Rock Removal

For the purpose of this contract the definition of rock for which payment is to be sought at any of the rock rates provided in the schedule, is any material that cannot be excavated by bucket, or ripped, by a 30 tonne excavator.

In the event that rock is encountered for which payment is to be sought at any of the rock rates provided in the schedule, the Superintendent is to be notified and the position and level of such rock is to be noted.

All excavated rock is to be sorted separate of soil material and stockpiled in a location nominated by the Superintendent.

SC-03 Retaining Walls

Earth retaining walls are to be constructed in accordance with AS4678 – 2002, Earth-retaining structures.

Without diminishing the importance of all Sections of AS4678-2002, specific attention is drawn to Section 6.2 and Table 6.1 which provides as follows:

| **TABLE 6.1**  |
| **CONSTRUCTION TOLERANCES** |
| **Element** | **Vertical Position** | **Horizontal position** | **Vertical alignment** | **Horizontal alignment** |
| Soil surface | +/- 100mm | N/A | N/A | N/A |
| Facings and wall structures | +/- 50mm | +/- 50mm | +/- 20mm in 3.0m | +/- 20mm in 3.0m |
| Footings or supports | +/- 50mm | +/- 50mm | +/- 20mm in 3.0m | +/- 20mm in 3.0m |
SC-04 Defects Liability Period

The Defects Liability Period will be deemed to have commenced only upon receipt of written notification from the Relevant Authority. In the case of the earth retaining structures that are to be constructed within proposed allotments, the Defects Liability Period will commence upon an inspection to be conducted by the Superintendant and in the event that works are deemed to have been completed satisfactorily.

The Defects Liability Period (AS2124-1992, Clause37) shall be separately as follows:

<table>
<thead>
<tr>
<th>Element</th>
<th>Defect Liability Period (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads &amp; Drainage (excluding retaining walls)</td>
<td>12</td>
</tr>
<tr>
<td>Retaining Walls</td>
<td>12</td>
</tr>
<tr>
<td>Sewer Reticulation</td>
<td>12</td>
</tr>
<tr>
<td>Water Reticulation</td>
<td>12</td>
</tr>
</tbody>
</table>
GENERAL CONDITIONS OF CONTRACT
DEVINE COMMUNITIES MODIFIED VERSION

Australian Standard™

General conditions of contract (AS 2124—1992)
together with
General conditions of tendering and form of tender (AS 2125—1992)
Form of formal instrument of agreement (AS 2127—1992)
This Australian Standard was prepared by Committee OB/3, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 24 December 1992 and published on 31 December 1992.

The following interests are represented on Committee OB/3:

- Australian Chamber of Commerce and Industry
- Australian Electrical and Electronic Manufacturers Association
- Australian Federation of Construction Contractors
- Australian Institute of Project Management
- Australian Institute of Purchasing and Supply Management
- Australian Institute of Quantity Surveyors
- Australian Mining Industry Council
- Austroads
- Construction Industry Engineering Services Group
- Electricity Supply Association of Australia
- Institution of Engineers Australia
- Law Council of Australia
- Master Builders Construction and Housing Association of Australia
- Metal Trades Industry Association of Australia
- National Public Works Council
- Process Engineers and Constructors Association
- Railways of Australia Committee
- Royal Australian Institute of Architects
- The Association of Consulting Engineers Australia

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We also welcome suggestions for improvement in our Standards, and especially encourage readers to notify us immediately of any apparent inaccuracies or ambiguities. Contact us via email at mail@standards.com.au, or write to the Chief Executive, Standards Australia International Ltd, GPO Box 5420, Sydney, NSW 2001.

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This Standard was issued in draft form for comment as DR 92053.
Australian Standard™

General conditions of contract
(AS 2124—1992)
together with
General conditions of tendering and form of
tender (AS 2125—1992)
Form of formal instrument of agreement
(AS 2127—1992)

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Revised and redesignated AS 2124—1978.

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Revised and redesignated in part as AS CA24.2—1964
and AS CA24.3—1964.
AS CA24.2—1964 revised and redesignated
AS CA24.3—1964 revised and redesignated
AS 2125—1981 and AS 2126—1981 revised,
amalgamated and designated AS 2125—1986.

AS 2127
First published as AS 2127—1978.
Incorporating Amendment No. 1 (October 2000).

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PREFACE

These editions of AS 2124, AS 2125 and AS 2127 (bound together) were prepared by the Standards Australia Committee on General Conditions of Contract. While these are the latest editions, the 1986 editions remain as current Standards, the 1981 editions remain as available superseded Standards and the 1978 editions are withdrawn.

This Standard incorporates Amendment No. 1 (October 2000). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

In the preparation of this edition of AS 2124, recommendations contained in the report by the National Public Works Conference/National Building and Construction Council Joint Working Party publication NO DISPUTE (May 1990) have been taken into account.

Clauses prefixed by an asterisk are optional, and may be omitted in the Contract as necessary, without making consequential amendments; but such omission should be clearly shown on the face of the Contract by striking out these clauses or indicating clearly elsewhere that they are not to apply.

The attention of users of this Standard is drawn to the separate document Doc 2124N, Notes on changes in the General Conditions of Contract 4th edition (AS 2124—1992) as compared with the 3rd edition (AS 2124—1986) which indicates the changes of major importance which have been made in the 1992 edition.

WARNING: Users of this Australian Standard are warned that Clause 17 (damage to persons and property) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability overrides any limitations or exclusions permitted under Insurance Clauses 18 (Insurance of the Works) and 19 (Public Liability Insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

WARNING

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.
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1 CONSTRUCTION OF CONTRACT

The law governing the Contract, its interpretation, any agreement to arbitrate and the conduct of any arbitration or litigation, is the law of the State or Territory stated in the Annexure.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in the Annexure.

Communications between the Principal, the Superintendent and the Contractor shall be in the English language.

Measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the National Measurement Act 1960, as amended from time to time.

Where provisions in the General Conditions of Contract are expressed to be alternatives and the Contract fails to state which alternative applies, the first alternative shall apply.

2 INTERPRETATION

In the Contract, except where the context otherwise requires—

'Bill of Quantities' means a document named therein as a Bill of Quantities issued to tenderers by or on behalf of the Principal, stating estimated quantities of work to be carried out;

'Constructional Plant' means appliances and things used in the execution of the work under the Contract but not forming part of the Works;

'Contract' means the agreement between the Principal and the Contractor;

'Contract Sum' means—
(a) where the Principal accepted a lump sum, the lump sum;
(b) where the Principal accepted rates, the sum ascertained by calculating the products of the rates and the corresponding quantities in the Bill of Quantities or Schedule of Rates;
(c) where the Principal accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), including provisional sums but excluding any additions or deductions which may be required to be made under the Contract;

'Contractor' means the person bound to execute the work under the Contract;

'Cultural Heritage Laws' means any Act or Regulation of the State of Queensland or the Commonwealth that regulates the excavation of sites or areas, or otherwise disturbing sites or areas of cultural, archeologically or geological significance importance.
'Date of Acceptance of Tender' means the date which appears on the notice in writing of acceptance of the tender;

'Date for Practical Completion' means—

(a) where the Annexure provides a date for Practical Completion, the date;

(b) where the Annexure provides a period of time for Practical Completion, the last day of the period,

but if any extension of time for Practical Completion is granted by the Superintendent or allowed in any arbitration or litigation, it means the date resulting therefrom;

'Date of Practical Completion' means—

(a) the date certified by the Superintendent in a Certificate of Practical Completion issued pursuant to Clause 42.5, to be the date upon which Practical Completion was reached; or

(b) where another date is determined in any arbitration or litigation as the date upon which Practical Completion was reached, that other date;

'day' means calendar day;

'Drawings' means the drawings referred to in the Contract and any modification of such drawings notified to the Contractor by the Superintendent and includes such other drawings as may from time to time be supplied to the Contractor by the Superintendent, or the use of which has been permitted by the Superintendent, for the purposes of the Contract;

'month' means calendar month;

'person' includes a firm or body corporate or unincorporate or an individual;

'Practical Completion' is that stage in the execution of the work under the Contract when—

(a) the Works are complete except for minor omissions and minor defects—

(i) which do not prevent the Works from being reasonably capable of being used for their intended purpose; and

(ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and

(iii) rectification of which will not prejudice the convenient use of the Works; and

(b) those tests which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been carried out and passed; and

(c) documents and other information required under the Contract which, in the opinion of the Superintendent, are essential for the use, operation and maintenance of the Works have been supplied;

(d) all debris, rubbish, building materials and construction plant has been removed from the Site and the Site has been cleaned;

(e) the Contractor has provided to the Superintendent a certificate certifying that the Works are set out as required by the Contract and the Scope of Works, Specifications or other contract document and that the various services and roads are located within the site and in the location within the Site as required by the terms of the Contract;

(f) the Contractor has provided to the Superintendent all warranties from subcontractors and suppliers required under subclause 9.6;

(g) those parts of the Works that include services are in a continuously useable condition under the maximum operating conditions for those services provided for in the
Contract in conditions which could reasonably be anticipated by a competent and experienced contractor; and

(h) all requirements of any municipal, public or statutory authority, including those in the development consent, any Building Approval or Construction Certificate or otherwise have been satisfied.

'Priced Bill of Quantities' means the Bill of Quantities priced and lodged by the Contractor with the Superintendent and corrected where necessary from time to time under Clause 4.3;

'Principal' means the Principal stated in the Annexure;

'provisional sum' includes monetary sum, contingency sum and prime cost item;

'Schedule of Rates' means any schedule included in the Contract which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for the execution of that work and which may also include lump sums, provisional sums, other sums, quantities and prices;

'Separable Portion' means a portion of the work under the Contract described in the Contract as a Separable Portion or which the Superintendent has determined pursuant to Clause 35.4 shall be a Separable Portion;

'Site' means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract;

'Specification' means the specification referred to in the Contract and any modification of such specification thereafter directed or the use of which has been permitted by the Superintendent pursuant to powers contained in the Contract;

'Superintendent' means the person stated in the Annexure as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Contractor by the Principal and, so far as concerns the functions exercisable by a Superintendent's Representative, includes a Superintendent's Representative;

'Superintendent's Representative' means a person appointed in writing by the Superintendent under Clause 24;

'Temporary Works' means works used in the execution of the work under the Contract but not forming part of the Works;

'work under the Contract' means the work which the Contractor is or may be required to execute under the Contract and includes variations, remedial work, Constructional Plant and Temporary Works;

'Working Day' means Monday to Friday inclusive and excluding public holidays, rostered days off and the recognised industry shutdown as recognised by the Superintendent.

'Works' means the whole of the work to be executed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

NOTE: In addition to these definitions, some terms, specific to a clause, are defined in that clause. Refer to the Index.

The clause headings and sub-clause headings in the General Conditions of Contract shall not form part of the General Conditions of Contract and shall not be used in the interpretation of the Contract.

Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.
Words importing a gender include every gender.

3 NATURE OF CONTRACT

3.1 Performance and Payment
The Contractor shall execute and complete the work under the Contract.

The Principal shall pay the Contractor—
(a) for work for which the Principal accepted a lump sum, the lump sum;
(b) for work for which the Principal accepted rates, the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item, adjusted by any additions or deductions made pursuant to the Contract.

3.2 Quantities
Quantities in a Bill of Quantities or Schedule of Rates are estimated quantities only. Any Schedule, or Bill of Quantities provided by the Principal to the Contractor is provided for the guidance and assistance of the Contractor and to assist the Superintendent value the Works under Clause 40.5. Such Schedule or Bill of Quantities does not define the scope of the work and no variation claim shall be made or entertained by the Superintendent for works not included in such Schedule or Bill of Quantities.

A direction shall not be required to be given by the Superintendent by reason of the actual quantity of an item required to perform the Contract being greater or less than the quantity shown in the Bill of Quantities or Schedule of Rates.

3.3 Adjustment for Actual Quantities—Schedule of Rates
Where otherwise than by reason of a direction of the Superintendent to vary the work under the Contract, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in the Schedule of Rates—
(a) where the Principal accepted a lump sum for the item, the difference shall be valued under Clause 40.5 as if it were varied work directed by the Superintendent as a variation;
(b) where the Principal accepted a rate for the item the rate shall apply to the greater or lesser quantities provided that where limits of accuracy are stated in the Annexure the rates shall apply to the greater or lesser quantities within the limits and quantities outside the limits shall be valued under Clause 40.5 as if they were varied work directed by the Superintendent as a variation.

If a Schedule of Rates omits an item which should have been included, the item shall be valued under Clause 40.5 as if it was extra work directed by the Superintendent as a variation.

4 BILL OF QUANTITIES

4.1 Purpose of the Bill of Quantities

Alternative 1

A Bill of Quantities forms part of the Contract only to the extent provided in the Contract.

Alternative 2
A Bill of Quantities shall not form part of the Contract.

Alternative 3

A Bill of Quantities forms part of the Specification.

4.2 Pricing and Lodgement

Where there is a Bill of Quantities:

(a) all items included in the Bill of Quantities shall be priced and extended by the Contractor and the prices as extended shall, on addition, equal the sum accepted by the Principal for the execution of the whole of the work to which the Bill of Quantities relates;

(b) the Contractor shall lodge the Bill of Quantities so priced and extended with the Superintendent before the expiration of the time for lodgement stated in the Annexure or such further time as may be directed by the Superintendent from time to time;

(c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to payment until the Contractor has lodged the Bill of Quantities so priced and extended.

(d) the priced Bill of Quantities lodged by the Contractor with the Superintendent shall include the notes and prices allowed by the Contractor in pricing the Bill of Quantities and shall also include all the quantities that have been allowed by the Contractor.

4.3 Errors in Pricing

Any errors in extension or addition, or both, or correction of incorrect or inconsistent rates or prices (including the insertion of rates or prices wrongly omitted and the deletion of rates or prices wrongly included) discovered by the Principal or the Contractor in the Priced Bill of Quantities shall be notified to the Superintendent in writing by the party making the discovery and corrected in a manner agreed between the Contractor and the Superintendent or, in the event of failure to agree, as determined by the Superintendent so that the total of all items in the Priced Bill of Quantities continues to equal the sum accepted by the Principal for the execution of the whole of the work to which the Bill of Quantities relates.

4.4 Errors in Bills of Quantities

If the Bill of Quantities is in error in that it—

(a) contains an incorrect quantity in relation to any item included therein; or

(b) contains an item which should not have been included therein; or

(c) omits an item which should have been included therein;

then—

(i) in the case of Clause 4.4(a) where the item is deficient in quantity or in the case of Clause 4.4(c)—upon application in writing to the Superintendent by the Contractor; and

(ii) in the case of Clause 4.4(a) where the item is excessive in quantity or in the case of Clause 4.4(b)—upon notification in writing to the Contractor by the Superintendent,

the lump sum accepted by the Principal for the execution of the whole of the work to which the Bill of Quantities relates shall except when the value of the error is less than $400, be adjusted by such amount as is required to correct the error, determined in the manner
provided by Clause 40.5 for the valuation of variations as if the correction were a variation under Clause 40.

The Bill of Quantities shall be deemed to be in error as aforesaid to the extent that the items and quantities included in it differ from those required for the execution of the Works in accordance with the drawings and specification referred to in the Contract, measured in accordance with the method of measurement evidenced by the Contract.

5 SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

5.1 Purpose

Security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Contract.

5.2 Provision of Security

If it is provided in the Annexure that a party shall provide security then the party shall provide security in the amount stated in the Annexure and in accordance with this Clause.

5.3 Form of Security

The security shall be in the form of cash, bonds or inscribed stock issued by the Australian Government or the Government of a State or Territory of Australia, interest bearing deposit in a trading bank carrying on business in Australia, an approved unconditional undertaking given by an approved financial institution or insurance company, or other form approved by the party having the benefit of the security.

The party having the benefit of the security shall have a discretion to approve or disapprove of the form of an unconditional undertaking and the financial institution or insurance company giving it or other form of security offered. The form of unconditional undertaking attached to these General Conditions is approved.

If the security is not transferable by delivery, it shall be accompanied by an executed transfer or such other documentation as is necessary to effect a transfer of the security. The costs (including all stamp duty or other taxes) of and incidental to the transfer and retransfer, shall be borne by the party providing the security.

5.4 Time for Lodgement of Security

Security shall be lodged within 28 days of the Date of Acceptance of Tender.

5.5 Recourse to Retention Moneys and Conversion of Security

A party may have recourse to retention moneys and/or cash security and/or may convert into money security that does not consist of money where—

(a) the party has become entitled to exercise a right under the Contract in respect of the retention moneys and/or security; and

(b) the party has given the other party notice in writing for the period stated in the Annexure, or if no period is stated, five days of the party's intention to have recourse to the retention moneys and/or cash security and/or to convert the security; and

(c) the period stated in the Annexure or if no period is stated, five days has or have elapsed since the notice was given.
5.6 Substitution of Security for Retention Moneys

The Contractor shall be at liberty at any time to provide in lieu of retention moneys, security in any of the forms permitted in Clause 5.3. To the extent that such security is provided, the Principal shall not deduct retention moneys and shall forthwith release retention moneys.

5.7 Reduction of Security and Retention Moneys

Upon issue of the Certificate of Practical Completion, the Principal's entitlement to security and retention moneys shall be reduced to the percentage thereof stated in the Annexure or, if no percentage is stated, to 50 per cent thereof.

Subject to the first paragraph of Clause 5.7, if in the opinion of the Superintendent it is reasonable to further reduce the Principal's entitlement to security and retention moneys, that entitlement shall be reduced to the amount which the Superintendent determines to be reasonable.

The Principal shall, within 14 days of the Superintendent making such a determination, release security and retention moneys in excess of the entitlement.

5.8 Release of Security

If the Contractor has provided additional security pursuant to Clause 42.4, the Principal shall release that additional security within 14 days of the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was furnished.

If the Principal has provided security, then when the Contractor has been paid all moneys finally due to the Contractor under the Contract or a Separable Portion, the Contractor shall release the security lodged by the Principal in respect of the Contract or the Separable Portion, as the case may be.

If the Contractor has provided security, then the Principal shall release it when required by Clause 42.8.

5.9 Interest on Security and Retention Moneys

Alternative 1

A party holding retention moneys and/or cash security shall forthwith deposit the moneys in an interest bearing account in a bank. That party shall nominate the bank and the type of account. The account shall be in the joint names of the Principal and the Contractor and shall be one from which moneys can only be drawn with the signatures of two persons, one appointed by each of the Principal and the Contractor. The moneys shall be held until the Principal or the Contractor is entitled to receive them.

Interest earned on security lodged by the Contractor and on retention moneys belongs to the Contractor. Interest earned on security lodged by the Principal belongs to the Principal.

Upon the Principal or the Contractor becoming entitled to receive any moneys, including interest in the account, the other party shall forthwith have that party's appointee sign all documentation necessary to withdraw the moneys and shall give the signed documentation to the other party.

Alternative 2

A party holding retention moneys or cash security shall own any interest earned on the retention moneys or security. Except where retention moneys or cash security are held by a government department or agency or a municipal, public or statutory authority, retention moneys or cash security shall be held in trust by the party holding them for the other party until the Principal or the Contractor is entitled to receive them.
5.10 Deed of Guarantee, Undertaking and Substitution

Where—
(a) a party is a corporation that is related to or is a subsidiary of another corporation as defined in the Corporations Law as amended from time to time; and
(b) the Principal has included in the tender documents a form of Deed of Guarantee, Undertaking and Substitution;

that party shall, if requested by the other party in writing within 7 days after the Date of Acceptance of Tender lodge with the other party within 14 days after that request having been made a Deed of Guarantee, Undertaking and Substitution in the form included in the tender documents duly executed by the first party and that other corporation for the performance of the obligations and the discharge of the liabilities of the first party under the Contract.

For the purpose of Clause 5.10, the terms 'corporation' and 'subsidiary' have the meanings defined in the Corporations Law.

6 EVIDENCE OF CONTRACT

6.1 Contract in Absence of Formal Instrument of Agreement

Unless a Formal Instrument of Agreement is executed by the parties, the agreement in writing between the parties for the execution of the work under the Contract, including documents or parts of documents to which reference may properly be made to ascertain the rights and obligations of the parties, shall evidence the Contract.

6.2 Formal Instrument of Agreement

If the conditions of tender require a Formal Instrument of Agreement, the Principal shall prepare in duplicate a Formal Instrument of Agreement and shall, within 28 days after the Date of Acceptance of Tender, forward it to the Contractor with a request that it be executed.

Within 14 days after being requested in writing by the Principal so to do, the Contractor shall execute both copies of the Formal Instrument of Agreement in the manner directed in writing by the Principal and return them to the Principal.

Within 14 days after receipt from the Contractor of the two copies of the Formal Instrument of Agreement duly executed by the Contractor, the Principal shall execute both copies, have them stamped (unless they are exempt from duty) and forward one copy to the Contractor.

The Superintendent may extend the periods under Clause 6.2 by notice in writing to the parties.

The Principal shall bear the cost of any stamp duty payable on the Contract.

7 SERVICE OF NOTICES

A notice shall be deemed to have been given when it is received by the person to whom it is addressed or is delivered to the address of that person stated in the Contract or last communicated in writing by that person to the person giving the notice, whichever is the earlier.

The Principal, the Contractor and the Superintendent shall each notify the others of a change of address.

Without limiting the generality of 'notice', it includes a document.
8 CONTRACT DOCUMENTS

8.1 Discrepancies

The several documents forming the Contract are to be taken as mutually explanatory of one another. If either party discovers any ambiguity or discrepancy in any document prepared for the purpose of executing the work under the Contract, that party shall notify the Superintendent in writing of the ambiguity or discrepancy. In the event of an ambiguity or discrepancy being discovered and brought to the attention of the Superintendent, or discovered by the Superintendent, the Superintendent shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the work.

If the direction causes the Contractor to incur more or less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

8.2 Dimensions

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.

8.3 Supply of Documents by Principal

The Principal shall supply to the Contractor the number of copies stated in the Annexure, or if no number is stated, then 5 copies of the Drawings, Specification, Bill of Quantities (if any) and other documents required by the Contract to be supplied to the Contractor by the Principal.

Documents supplied to the Contractor by the Principal shall remain the property of the Principal and shall be returned by the Contractor to the Principal on demand in writing. The documents shall not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the work under the Contract.

8.4 Supply of Documents by Contractor

If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in the Annexure or, if no number is stated, 5 copies.

If the Contractor submits documents to the Superintendent, then—

(a) the Superintendent shall not be bound to check the documents for errors, omissions or compliance with the requirements of the Contract—

(b) notwithstanding the provisions of Clause 23, the Superintendent's approval shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or compliance with the requirements of the Contract;

(c) if the Contract provides that the Contractor must obtain the Superintendent's direction whether documents are suitable or are not suitable then within the time stated in the Annexure (or if no time is stated then within 14 days) after receipt of the documents, the Superintendent shall notify the Contractor that the documents are suitable or are not suitable;

(d) if the Superintendent notifies the Contractor that the documents are not suitable, the Superintendent shall give reasons why the documents are not suitable and the Contractor shall submit new or amended documents for the Superintendent's direction under this Clause;

(e) the Superintendent shall not reject documents which are in accordance with the requirements of the Contract.
Copies of documents supplied by the Contractor shall be the property of the Principal but shall not be used or copied otherwise than for the use, maintenance or alteration of the Works.

8.5 Availability of Documents

Whilst work under the Contract is being performed, one complete set of Drawings, Specification and other written information supplied by the Principal, the Superintendent and the Contractor shall be kept by the Contractor at the Site or other location approved in writing by the Principal and shall be available at all times for reference by the Principal, the Superintendent and any persons nominated in writing by either of them.

During the manufacture or assembly of any significant part of the work under the Contract away from the part of the Site where the Works are to be constructed, a set of the drawings and written information relevant to that part of the work shall be kept by the Contractor at the place of manufacture or assembly and shall be available for reference by the Principal, the Superintendent and any person nominated in writing by either of them.

8.5A Delivery of Test Certificates

Subject to the requirements on the Contractor and his obligations for Practical Completion, the Contractor must deliver to the Superintendent, within 14 days after the date of Practical Completion, the following documents, if those documents have not previously been provided:

(a) all test records and certificates required by all Local Government and semi-government instrumentalities and applicable to the Works.

Despite any other provision of this Contract, the Principal shall not be obliged to make any payment otherwise becoming due at any time after Practical Completion or release any security otherwise due for release at any time after Practical Completion until such documents as set out above have been delivered.

8.6 Confidential Information

Drawings, specifications and other information, samples, models, patterns and the like, supplied by either the Contractor or the Principal and marked or otherwise identified as confidential, shall be regarded as confidential and shall not be disclosed to a third party except with the prior agreement of the other party to the Contract.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after the issue of the Final Certificate pursuant to Clause 42.8 or the earlier termination of the Contract.

* 8.7 Media Releases

The Contractor shall not issue any information, publication, document or article for publication concerning the project in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Contractor shall refer to the Principal any enquiries concerning the project from any media.

8.8 Contractor’s Review

The Contract Sum includes an allowance for all costs associated with the review, revision and validation of all Contract Documents as to their suitability in satisfying all codes, Australian Standards, geotechnical information and all relevant requirements for good building practices. No variation claim shall be made or entertained by the Superintendent in relation to any cost or increase in the Contract Sum occasioned by the reconciliation, review and co-ordination of the documents including their review, revision and validation
that a properly experienced, competent contractor should reasonably have been able to determine on conducting the review, revision and validation of those documents. The Contractor shall provide to the Superintendent a full list of all revisions made to the document forming part of this Contract.

9 ASSIGNMENT AND SUBCONTRACTING

9.1 Assignment

Neither party shall, without the prior written approval of the other and except on such reasonable terms and conditions as are determined in writing by the other, assign the Contract or any payment or any other right or benefit or interest thereunder.

9.2 Subcontracting

The Contractor shall not without the written approval of the Superintendent, which approval shall not be unreasonably withheld, subcontract or allow a subcontractor to assign or subcontract work described in the Annexure.

With a request for approval, the Contractor shall provide to the Superintendent particulars in writing of the work to be subcontracted and the name and the address of the proposed subcontractor.

The Contractor shall provide to the Superintendent other information which the Superintendent reasonably requests, including the proposed subcontract documents without prices.

Within 14 days after a request by the Contractor for approval, the Superintendent shall advise the Contractor of approval or the reasons why approval is not given.

Approval may be conditional upon the subcontract including—

(a) provision that the subcontractor shall not assign or subcontract without the consent in writing of the Contractor;

(b) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal.

Nothing in this Clause 9 or any other provision of this Contract shall entitle the Contractor to subcontract the whole of the Works.

9.3 Contractor's Responsibility

Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract. Except where the Contract otherwise provides, the Contractor shall be liable to the Principal for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were acts or omissions of the Contractor.

10 SELECTED AND NOMINATED SUBCONTRACTORS

10.1 Definitions

If the Contract provides that certain work or the supply of certain items shall be subcontracted to a Selected or Nominated Subcontractor, the work or the supply of the items is `Selected Subcontract Work' or `Nominated Subcontract Work' as the case may be, and:

`Selected Subcontractor' means a subcontractor identified in the Contractor's tender from a list of subcontractors provided by the Principal in the tender documents for Selected Subcontract Work. The list may include one or more subcontractors.
'Nominated Subcontractor' means—

(a) a subcontractor to whom the Contractor is directed by the Superintendent to subcontract Nominated Subcontract Work; or

(b) a subcontractor named in the Contract with whom the Principal has entered into a prior contract for Nominated Subcontract Work, and in which prior contract the subcontractor has consented to the assignment by the Principal of the benefit of the prior contract, a copy of which is included in the tender documents; or

(c) a subcontractor named in the Contract with whom the Principal has entered into a prior contract for Nominated Subcontract Work, and in which prior contract the subcontractor has consented to the novation of the prior contract by the Principal pursuant to a deed of novation, a copy of which is included in the tender documents.

'Nominated Subcontract Work' shall relate only to work or the supply of items for which a Provisional Sum has been included in the Contract.

10.2 Selected Subcontract

If the Contract includes Selected Subcontract Work, the Contractor shall subcontract the Selected Subcontract Work to a Selected Subcontractor. If the tender documents specify the terms and conditions upon which the subcontract is to be entered into, the subcontract shall include those terms and conditions.

10.3 Nominated Subcontract

If the Contract includes Nominated Subcontract Work, at such time as is necessary to avoid delay to the Contractor, the Superintendent shall direct the Contractor to subcontract the Nominated Subcontract Work to a Nominated Subcontractor.

If the Contract provides that the Principal may assign to the Contractor the benefit of a prior contract made between the Principal and a Nominated Subcontractor, the Contractor shall when directed by the Superintendent, accept the assignment of that prior contract.

If the Contract provides that the Principal may novate to the Contractor a prior contract made between the Principal and a Nominated Subcontractor in respect of Nominated Subcontract Work, the Contractor shall when directed by the Superintendent, execute a deed of novation of that prior contract in the form included in the tender documents and unless the Contract otherwise provides, the Contractor shall give the Principal credit for payments made by the Principal to the Nominated Subcontractor in respect of the Nominated Subcontract Work.

The Contractor shall ensure that the provisions of the subcontract are severally set out in the subcontract documents, so that the subcontract is fully expressed and complete in itself and includes provisions—

(a) that in respect of the Nominated Subcontract Work, the Nominated Subcontractor will undertake towards the Contractor obligations and liabilities which will enable the Contractor to discharge the Contractor's obligations and liabilities to the Principal under the terms of the Contract;

(b) that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any failure by the Nominated Subcontractor to perform such obligations or fulfil such liabilities;

(c) that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any negligence by the Nominated Subcontractor and the Nominated Subcontractor's servants and agents and against any misuse by them of any
Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contract;

(d) that the Nominated Subcontractor will lodge security in a form provided by Clause 5.3 and that security and retention moneys shall be calculated on the same scale and on the same basis respectively as apply in the Contract;

(e) equivalent to those in Clause 44.

The Contractor shall not be obliged to enter into a subcontract with a Nominated Subcontractor against whom the Contractor raises reasonable objection.

If the Contractor declines to enter into a subcontract with a Nominated Subcontractor on the ground that the Nominated Subcontractor refuses to enter into a subcontract containing provisions in paragraphs (a) to (e) of Clause 10.3, the Superintendent shall nominate another Nominated Subcontractor or direct the Contractor to enter into a subcontract with the Nominated Subcontractor on such other terms as the Superintendent specifies. In the latter event—

(i) the Contractor shall not be bound to discharge obligations and liabilities under the Contract to the extent that the subcontract terms so specified by the Superintendent are inconsistent with the discharge; and

(ii) if the Contractor suffers loss arising out of the refusal of the Nominated Subcontractor to accept such provisions, the Principal shall pay to the Contractor the amount of loss which the Contractor could not reasonably avoid.

10.4 Provisions Applying Generally to Selected and Nominated Subcontract Work

If the Contractor is required by Clause 10 to enter into a subcontract, or to accept an assignment or to execute a deed of novation, the Contractor shall proceed promptly to do so and shall notify the Superintendent in writing as soon as the subcontract, assignment or novation has been effected.

With the consent of the Contractor, the Superintendent may direct the Contractor to perform Selected or Nominated Subcontract Work.

Notwithstanding Clause 16.2 if the Contractor is to be responsible to the Principal for the design or suitability of Selected or Nominated Subcontract Work, as distinct from the quality or workmanship, the responsibility shall be expressly stated in the Contract and the Contractor's liability for the design or suitability of the Selected or Nominated Subcontract Work shall only be that which is expressly stated in the Contract.

Except as herein contained, and subject to any reasonable objection made by the Contractor pursuant to this Clause—

(i) the Principal shall have no liability to a Selected or Nominated Subcontractor arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor; and

(ii) the Principal shall not be liable to the Contractor for any act, default or omission or breach of contract by a Selected or Nominated Subcontractor, arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor.

* 10.5 Direct Payment of Nominated Subcontractor

In respect of Nominated Subcontract Work performed by a Nominated Subcontractor, the Principal shall make payment directly to the Nominated Subcontractor. Except where the Contractor has accepted an assignment of the benefit of a prior contract made between the Principal and a Nominated Subcontractor—
such payment shall be made on behalf of the Contractor; and

(b) if the Contractor reasonably requests the Principal in writing not to make a payment to the Nominated Subcontractor, the Principal shall withhold payment but under no circumstances, including bankruptcy or winding up of the Contractor, shall payment be made to the Contractor.

The Principal as stakeholder shall hold retention moneys and security provided by a Nominated Subcontractor and shall disburse or apply the retention moneys or security as jointly requested by the Contractor and the subcontractor or in accordance with the decision of an arbitrator or Court.

10.6 Termination of Nominated Subcontract

The Contractor shall not unreasonably terminate a subcontract for Nominated Subcontract Work and as early as possible the Contractor shall notify the Superintendent of the Contractor's intention to terminate and the reasons. If a Nominated Subcontractor repudiates or abandons a subcontract or it is terminated, the Contractor shall forthwith notify the Superintendent in writing and the Superintendent shall proceed under Clause 10.3 to nominate a Nominated Subcontractor to complete the subcontract work and Clause 11(b) shall apply.

11 PROVISIONAL SUMS

A provisional sum included in the Contract shall not itself be payable by the Principal but where at the direction of the Superintendent the work or item to which the provisional sum relates is performed or supplied by—

(a) the Contractor, the work or item shall be valued under Clause 40.5;

(b) a subcontractor to the Contractor the Principal shall pay the Contractor the amount payable by the Contractor to the subcontractor for the work or item, disregarding any damages payable by the Contractor to the subcontractor or vice versa, plus the amount or percentage thereon for profit and attendance stated in the Annexure or, where not so stated, as stated elsewhere in the Contract; and

(c) a Nominated Subcontractor pursuant to a prior contract made between the Principal and a Nominated Subcontractor, the benefit of which has been assigned to the Contractor, the Principal shall pay the Contractor the amount stated in the Annexure or the percentage for profit and attendance stated in the Annexure of the amount payable by the Principal to the Nominated Subcontractor for the work or item or, where no amount or percentage is stated, as stated elsewhere in the Contract, disregarding any damages payable by the Principal to the Nominated Subcontractor or vice versa.

The amount payable to a subcontractor for materials or goods is to be taken to be the nett cost to the Contractor (disregarding any deduction of cash discount for prompt payment).

12 LATENT CONDITIONS

12.1 Definition

Latent Conditions are—

(a) physical conditions on the Site or its surroundings, including artificial things, services (such as telecommunications cables, water, sewerage or drainage pipes or supply lines etc) being differently located than described or believed but excluding weather conditions, which differ materially from the physical conditions which should
reasonably have been anticipated by the Contractor at the time of the Contractor's tender if the Contractor had—

(i) examined all information made available in writing by the Principal to the Contractor for the purpose of tendering; and

(ii) examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries; and

(iii) inspected the Site and its surroundings; and

(b) any other conditions which the Contract specifies to be Latent Conditions.

12.2 Notification

If during the execution of the work under the Contract, the Contractor becomes aware of a Latent Condition, the Contractor shall forthwith and where possible before the Latent Condition is disturbed, give written notice thereof to the Superintendent.

If required by the Superintendent, the Contractor shall provide to the Superintendent a statement in writing specifying—

(a) the Latent Condition encountered and in what respects it differs materially;

(b) the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition;

(c) the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion;

(d) the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition; and

(e) other details reasonably required by the Superintendent.

12.3 Extension of Time and Cost

Delay caused by a Latent Condition may justify an extension of time under Clause 35.5.

If a Latent Condition causes the Contractor to—

(a) carry out additional work;

(b) use additional Constructional Plant; or

(c) incur extra cost (including but not limited to the cost of delay or disruption),

which the Contractor could not reasonably have anticipated at the time of tendering, a valuation shall be made under Clause 40.5.

12.4 Indemnity

Despite the provisions of Clause 17.2 of this Contract, if during the execution of the Works the Contractor becomes aware of a Latent Condition, that consists of any service, line, cable, pipe or other facility the Contractor indemnifies the Principal for any claim for loss, costs damage or expense arising as a result of the discovery of, contact with or damage to such service by the Contractor.

12.5 Time Bar

In making a valuation pursuant to Clause 12.3 an assessment of a claim for an extension of time under Clause 35.5 is required, regard shall not be had to the value of additional work carried out, additional Constructional Plant used or extra cost incurred more earlier than
28 days before the date on which the Contractor gives the written notice required by the first paragraph of Clause 12.2.

13 PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Principal warrants that unless otherwise provided in the Contract—

(a) design;
(b) materials;
(c) documents; and
(d) methods of working,

specified in the Contract or provided or directed by the Principal or the Superintendent will not infringe any patent, registered design, trademark or name, copyright or other protected right.

The Contractor warrants that any other design, materials, documents and methods of working provided by the Contractor will not infringe any patent, registered design, trademark or name, copyright or other protected right.

14 STATUTORY REQUIREMENTS

14.1 Complying with Statutory Requirements

The Contractor shall comply with the requirements of—

(a) Acts of the Commonwealth;
(b) Acts and Ordinances of the State or Territory in which the work under the Contract or any part thereof is carried out;
(c) Ordinances, regulations, by-laws, orders and proclamations under the Acts and Ordinances;
(d) persons acting in the exercise of statutory powers enabling them to give directions affecting the work under the Contract.

If a requirement is at variance with a provision of the Contract, as soon as the Contractor discovers the variance the Contractor shall notify the Superintendent in writing specifying the difference.

If a requirement necessitates a change to the Works or so much of the Temporary Works or method of working as may be specified in the Contract, the Superintendent shall direct a variation under Clause 40.1.

Except to the extent that the Contract provides for reimbursement in respect of a requirement referred to in Clause 14.1 the Contractor shall bear the cost of complying with the requirement, whether the requirement existed at the time of tendering or not.

* 14.2 Payment Where There is No Variation

If a requirement does not necessitate a variation under Clause 40 but is—

(a) a change after the 28th day prior to the date of closing of tenders in a requirement referred to in Clause 14.1(a), (b) or (c); or
(b) a requirement referred to in Clause 14.1(d),

which necessitates a change in the Temporary Works or the Contractor's method of working and thereby causes the Contractor to incur more or less cost than the Contractor could
reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

14.3 Notices and Fees

The Contractor shall give the notices necessary to comply with the requirements referred to in Clause 14.1.

The Contractor shall pay any fees or charges necessary to comply with the requirements referred to in Clause 14.1.

If a requirement necessitates the provision or expansion of services of a municipal, public or statutory authority in relation to the Works or the Temporary Works, the Contractor shall pay any fee or charge payable to the authority for the services and to the extent to which the services are not included in the work under the Contract, the fee or charge shall be reimbursed by the Principal to the Contractor.

If after the 14th day prior to the closing of tenders, there is required to be paid by the Contractor to a municipal, public or statutory authority in relation to the Works or the Temporary Works—

(a) an increase or decrease in a fee or charge, the difference shall be valued under Clause 40.5; and

(b) there is a new fee or charge, that fee or charge shall be reimbursed by the Principal to the Contractor.

14.4 Documents Evidencing Approvals of Authorities

The Contractor shall give the Principal copies of documents issued to the Contractor by municipal, public or other statutory authorities in respect of the work under the Contract and, in particular, any approvals of work.

15 PROTECTION OF PEOPLE AND PROPERTY

Insofar as compliance with the requirements of the Contract permits, the Contractor shall—

(a) provide all things and take all measures necessary to protect people and property;

(b) avoid unnecessary interference with the passage of people and vehicles;

(c) prevent nuisance and unreasonable noise and disturbance.

Without limiting the generality of the Contractor's obligations, they include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.

If the Contractor or the employees or agents of the Contractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay.

If the Contractor fails to comply with an obligation under Clause 15 the Principal may, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Contractor to the Principal.
16 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE

16.1 Care of the Work Under the Contract

From and including the earlier of the date of commencement of work under the Contract and the date on which the Contractor is given possession of the Site to 4 p.m. on the Date of Practical Completion of the Works, the Contractor shall be responsible for the care of the work under the Contract.

Without limiting the generality of the Contractor's obligations, the Contractor shall be responsible for the care of unfixed items the value of which has been included in a payment certificate under Clause 42.1, things entrusted to the Contractor by the Principal for the purpose of carrying out the work under the Contract, things brought on the Site by subcontractors for that purpose, the Works, the Temporary Works and Constructional Plant, and the Contractor shall provide the storage and protection necessary to preserve these items and things, and the Works, the Temporary Works and Constructional Plant.

After 4 p.m. on the Date of Practical Completion the Contractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Contractor and shall be liable for damage occasioned by the Contractor in the course of completing outstanding work or complying with obligations under Clauses 30.6, 31.1 and 37.

16.2 Reinstatement

If loss or damage (except loss or damage which is a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.3) occurs to anything while the Contractor is responsible for its care, the Contractor shall at the Contractor's own cost promptly make good the loss or damage.

16.3 Excepted Risks

The Excepted Risks are—

(a) any negligent act or omission of the Principal, the Superintendent or the employees, consultants or agents of the Principal;
(b) any risk specifically excepted in the Contract;
(c) war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
(d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's employees or agents;
(e) use or occupation by the Principal or the employees or agents of the Principal or other contractors to the Principal (not being employed by the Contractor) or a Nominated Subcontractor engaged by the Principal pursuant to a prior contract the benefit of which has been assigned to the Contractor pursuant to the Contract) of any part of the Works or the Temporary Works;
(f) defects in the design of the work under the Contract other than a design provided by the Contractor.

17 DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORKS

17.1 Indemnity by Contractor

The Contractor shall indemnify the Principal against—
(a) loss of or damage to property of the Principal, including existing property in or upon which the work under the Contract is being carried out; and
(b) claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property,

arising out of or as a consequence of the carrying out by the Contractor of the work under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.

Clause 17.1 shall not apply to—

(i) the extent that the liability of the Contractor is limited by another provision of the Contract;
(ii) exclude any other right of the Principal to be indemnified by the Contractor;
(iii) things for the care of which the Contractor is responsible under Clause 16.1;
(iv) damage which is the unavoidable result of the construction of the Works in accordance with the Contract; and
(v) claims in respect of the right of the Principal to construct the work under the Contract on the Site.

17.2 Indemnity by the Principal

The Principal shall indemnify the Contractor in respect of damage referred to in Clause 17.1(iv) and claims referred to in Clause 17.1(v).

18 INSURANCE OF THE WORKS

Alternative 1

Before the Contractor commences work, the Contractor shall take out an insurance policy covering all the things referred to in Clause 16.1 against loss or damage resulting from any cause whatsoever until the Contractor ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, the policy shall cover the Contractor's liabilities under Clause 16.2 and things in storage off Site and in transit to the Site.

The insurance cover may exclude—

(a) the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;
(b) the cost of making good faulty design, workmanship and materials but shall not exclude the loss or damage resulting therefrom;
(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;
(d) damages for delay in completing or for the failure to complete the Works;
(e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;
(f) loss or damage resulting from the Excepted Risks (b) and (c) in Clause 16.3.

The insurance cover shall be for an amount not less than the sum of—

(i) the Contract Sum;
(ii) the amount stated in the Annexure to provide for costs of demolition and removal of debris;

(iii) the amount stated in the Annexure to cover fees of consultants;

(iv) the value stated in the Annexure of any materials or things to be supplied by the Principal for the purposes of the work under the Contract; and

(v) the additional amount or percentage stated in the Annexure of the total of the items referred to in sub-paragraphs (i) to (iv) of this paragraph.

The insurance policy shall be in the joint names of the Principal and the Contractor, and shall cover the Principal, the Contractor and all subcontractors employed from time to time in relation to the work under the Contract for their respective rights, interests and liabilities and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer and in terms both approved in writing by the Principal which approvals shall not be unreasonably withheld. The policy shall be maintained until the Contractor ceases to be responsible under Clause 16.1 for the care of anything.

Alternative 2

On or before the Date of Acceptance of Tender, the Principal shall effect a policy of insurance in relation to the work under the Contract in the terms of the policy or proposed policy included in the documents on which the Contractor tendered. The policy or proposed policy shall include the name of the insurer. The Principal shall maintain the policy while ever the Contractor has an interest therein and the Principal shall pay all premiums.

19 PUBLIC LIABILITY INSURANCE

Alternative 1

Before the Contractor commences work, the Contractor shall take out a Public Liability Policy of insurance in the joint names of the Principal and the Contractor which covers the Principal, the Contractor, the Superintendent and all subcontractors employed from time to time in relation to the work under the Contract for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover the Contractor's liability to the Principal and Principal's liability to the Contractor for loss of or damage to property (other than property required to be insured by Clause 18) and the death of or injury to any person (other than liability which is required by law to be insured under a Workers Compensation Policy of insurance).

The Public Liability Policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in the Annexure and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer and in terms both approved in writing by the Principal which approvals shall not be unreasonably withheld. The policy shall be maintained until the Final Certificate is issued under Clause 42.8.

Alternative 2.

On or before the Date of Acceptance of Tender, the Principal shall effect in relation to the work under the Contract a policy of insurance in the terms of the policy or proposed policy included in the documents on which the Contractor tendered. The policy or proposed policy shall include the name of the insurer. The Principal shall maintain the policy while ever the Contractor has an interest therein and the Principal shall pay all premiums.

20 INSURANCE OF EMPLOYEES

Before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law.
The insurance cover shall be maintained until all work including remedial work is completed.

The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall ensure that every subcontractor is similarly insured.

21 INSPECTION AND PROVISIONS OF INSURANCE POLICIES

21.1 Proof of Insurance

Before the Contractor commences work and whenever requested in writing by the other party, a party liable to effect or maintain insurance shall produce evidence to the satisfaction and approval of the other party of the insurance effected and maintained.

The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.

21.2 Failure to Produce Proof of Insurance

If, after being requested in writing by the other party so to do, a party fails to produce evidence of compliance with insurance obligations under Clauses 18, 19 or 20 to the satisfaction and approval of the other party, the other party may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the party in default to the other party. Where the defaulting party is the Contractor, the Principal may refuse payment until evidence of compliance with insurance obligations under Clauses 18, 19 and 20 is produced by the Contractor to the satisfaction and approval of the Principal. The rights given by Clause 21.2 are in addition to any other right.

21.3 Notices from or to the Insurer

The party effecting insurance under Clause 18 or 19 shall ensure that each policy of insurance contains provisions acceptable to the other party that will—

(a) require the insurer, whenever the insurer gives the Principal, the Contractor or a subcontractor a notice of cancellation or other notice concerning the policy at the same time to inform the other party in writing that the notice has been given;

(b) provide that a notice of claim given to the insurer by the Principal, the Superintendent, the Contractor or a subcontractor shall be accepted by the insurer as a notice of claim given by the Principal, the Superintendent, the Contractor and the subcontractor; and

(c) require the insurer, whenever the party fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Principal and the Contractor and prior to the insurer giving any notice of cancellation.

21.4 Notices of Potential Claims

The Contractor shall, as soon as practicable, inform the Principal in writing of any occurrence that may give rise to a claim under a policy of insurance required by Clause 18 or 19 and shall keep the Principal informed of subsequent developments concerning the claim. The Contractor shall ensure that subcontractors in respect of their operations similarly inform the Principal.

Where a policy of insurance required by the Contract has been effected by the Principal the Principal shall similarly inform the Contractor.
21.5 Settlement of Claims

Upon settlement of a claim under the insurance specified by Clause 18—

(a) to the extent that the work under the Contract needing reinstatement has been the subject of a payment or allowance by the Principal to the Contractor, if the Contractor has not completed reinstatement of that work, moneys received shall, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Contractor and the Principal. As the Contractor proceeds to reinstate the loss or damage, the Superintendent shall certify against the joint account for the cost of reinstatement; and

(b) to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Principal to the Contractor, the Contractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Contractor relating to that work under the Contract (including the supply of goods and materials on site whether or not incorporated into the Works).

21.6 Cross Liability

Any insurance required to be effected by the Contractor in joint names in accordance with the Contract shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term `insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

22 CLERK OF WORKS AND INSPECTORS

The Superintendent shall forthwith notify the Contractor in writing of the name of any Clerk of Works or inspector appointed by the Principal or the Superintendent.

23 SUPERINTENDENT

The Principal shall ensure that at all times there is a Superintendent and that in the exercise of the functions of the Superintendent under the Contract, the Superintendent—

(a) acts honestly and fairly;

(b) acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time; and

(c) arrives at a reasonable measure or value of work, quantities or time.

If, pursuant to a provision of the Contract enabling the Superintendent to give directions, the Superintendent gives a direction, the Contractor shall comply with the direction.

In Clause 23 'direction' includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Except where the Contract otherwise provides, a direction may be given orally but the Superintendent shall as soon as practicable confirm it in writing.

If the Contractor in writing requests the Superintendent to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Superintendent confirms it in writing.
24 SUPERINTENDENT'S REPRESENTATIVE

The Superintendent may from time to time appoint individuals to exercise any functions of the Superintendent under the Contract but not more than one Superintendent's Representative shall be delegated the same function at the same time. The appointment of a Superintendent's Representative shall not prevent the Superintendent from exercising any function.

The Superintendent shall forthwith notify the Contractor in writing of—

(a) the appointment and the name of any Superintendent's Representative and the functions delegated to the Superintendent's Representative;

(b) the termination of the appointment of a Superintendent's Representative.

If the Contractor makes a reasonable objection to the appointment of a representative, the Superintendent shall terminate the appointment.

25 CONTRACTOR'S REPRESENTATIVE

The Contractor shall personally superintend the execution of the work under the Contract or, at all times during which any activities relating to the execution of the work under the Contract are taking place, have a competent representative present on the Site and, if required by the Superintendent, at other places at which activities relating to the execution of the work under the Contract are taking place.

The Contractor shall forthwith notify the Superintendent in writing of the name of the representative and of any subsequent changes. Any direction defined in Clause 23 shall—

(a) if it relates to the execution of work on the Site and is given to the representative on the Site; or

(b) if it relates to the execution of work at any other place and is given to the representative at the other place,

be deemed to have been given to the Contractor.

Matters within the knowledge of a representative of the Contractor shall be deemed to be within the knowledge of the Contractor.

If the Superintendent makes a reasonable objection to the appointment of a representative, the Contractor shall terminate the appointment and appoint another representative.

A Contractor’s Representative identified in the written notice must be on Site and at all other places where activities relating to the execution of the work under the Contract are taking place at all times whilst the works are being carried out. If the Contractor’s Representative identified in the written notice is not on the Site or the other places during that time, then the Contractor’s Representative will be a person who seems to the Superintendent to have responsibility for the works at the relevant place at that time. If the Superintendent gives such an instruction to a person who seems to have responsibility, the Superintendent will confirm that instruction to the Contractor’s Representative by facsimile or email within 24 hours of giving the instruction on Site.

26 CONTROL OF CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

The Superintendent may direct the Contractor to have removed from the Site or from any activity connected with the work under the Contract, within such time as the Superintendent directs, any person employed in connection with the work under the Contract who, in the opinion of the Superintendent, is guilty of misconduct or is incompetent or negligent. The person shall not thereafter be employed on the Site or on activities connected with the work under the Contract without the prior written approval of the Superintendent.
27 SITE

27.1 Possession of Site
The Principal shall on or before the expiration of the time stated in the Annexure give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence work. If the Principal has not given the Contractor possession of the whole Site, the Principal shall from time to time give the Contractor possession of such further parts of the Site as may be necessary to enable the Contractor to execute the work under the Contract in accordance with the requirements of the Contract. The Principal shall advise the Contractor in writing of the date upon which the Site or any part thereof will be available.

Notwithstanding the provisions of Clause 27.1, if the Contractor is in breach of Clause 21.1, the Principal may refuse to give the Contractor possession of the Site or any part of the Site until the Contractor has complied with the requirements of Clause 21.1.

Possession of the Site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to execute the work under the Contract.

27.2 Access for the Principal and Others
The Principal and the Principal's employees and agents may at any time after reasonable notice to the Contractor have access to any part of the Site for any purpose.

The Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall cooperate with them and coordinate the Contractor's work with their work.

If requested by the Contractor, the Principal shall provide to the Contractor the names of the persons so engaged.

The Contractor shall at all reasonable times give the Principal, the Superintendent, the Clerk of Works and inspectors appointed under Clause 22, and other persons authorized in writing by the Principal or by the Superintendent access to the work under the Contract at any place where the work is being carried out or materials are being prepared or stored.

The Principal shall ensure that the Contractor's work is not impeded in the execution of the Contractor's work by any persons referred to in Clause 27.2, whilst exercising the right of access given by Clause 27.2.

27.3 Delivery of Materials to and Work on Site Before Possession
Until possession of the Site or part of the Site is given to the Contractor under Clause 27.1, the Contractor shall not deliver materials to or perform work on the Site or part of the Site, as the case may be, unless approval in writing is given by the Superintendent.

27.4 Use of Site by Contractor
Unless the Contract otherwise provides or the Superintendent gives prior written approval, the Contractor shall not use the Site or allow it to be used for—

(a) camping;
(b) residential purposes; or
(c) any purpose not connected with the work under the Contract.

27.5 Finding of Minerals, Fossils and Relics
Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as
between the parties be and remain the property of the Principal. Immediately upon the
discovery of these things the Contractor shall take precautions to prevent their loss or
removal or damage and shall notify the Superintendent of the discovery.

If compliance with obligations under Clause 27.5 causes the Contractor to incur more or
less cost than the Contractor could reasonably have anticipated at the time of tendering, the
difference shall be valued under Clause 40.5.

If any archaeological relics are uncovered during the execution of the work under the
Contract, the Contractor shall immediately stop work in the area where the archaeological
relics are uncovered and immediately notify the Superintendent. The Superintendent may in
his absolute discretion direct the Contractor to suspend work in the area where the
archaeological relics are uncovered, or such other areas as the Superintendent deems
appropriate, and the Superintendent may arrange for an archaeological assessment and an
excavation permit under the all or any applicable Cultural Heritage Laws may be required
to be obtained by the Contractor before further work may be undertaken in the area.

If the Superintendent suspends work under this clause, the Principal may in its absolute
discretion at any time during such a suspension by notice in writing to the Contractor
terminate this Contract and upon such termination the provisions of Clause 45 shall apply in
respect of the amounts which the Principal is required to pay to the Contractor by reason of
such termination.

28 SETTING OUT THE WORKS

28.1 Setting Out

Subject to Clause 8.8, the Superintendent shall supply to the Contractor the information
and survey marks necessary to enable the Contractor to set out the Works and the survey
marks specified in the Contract. Upon receipt of any necessary information and survey
marks, the Contractor shall set out the Works in accordance with the Contract and shall
provide all instruments and things necessary for that purpose.

28.2 Care of Survey Marks

The Contractor shall keep in their true positions all survey marks supplied by the
Superintendent.

If a survey mark is disturbed or obliterated, the Contractor shall immediately notify the
Superintendent and, unless the Superintendent otherwise directs, the Contractor shall
reinstate the survey mark.

If the disturbance or obliteration is caused by a person referred to in Clause 27.2, other than
the Contractor, the cost incurred by the Contractor in reinstating the survey mark shall be
valued under Clause 40.5.

28.3 Errors in Setting Out

If the Contractor discovers an error in the position, level, dimensions or alignment of any
work under the Contract, the Contractor shall immediately notify the Superintendent and,
unless the Superintendent otherwise directs, the Contractor shall rectify the error.

If the error has been caused by incorrect information, survey marks or data supplied by the
Superintendent, the cost incurred by the Contractor in rectifying the error shall be valued
under Clause 40.5.
28.4 Survey Mark Defined
'Survey mark' in Clause 28 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Contract.

29 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

29.1 Provision of Materials, Labour and Constructional Plant
Except to the extent that the Contract otherwise provides, the Contractor shall supply everything necessary for the proper performance of the Contractor's obligations and discharge of the Contractor's liabilities under the Contract.

29.2 Removal of Materials and Constructional Plant
From time to time the Superintendent may by written notice to the Contractor direct the Contractor not to remove from the Site Constructional Plant or materials. Thereafter, the Contractor shall not remove the materials or the Constructional Plant without the prior written approval of the Superintendent, which approval shall not be unreasonably withheld.

29.3 Manufacture and Supply of Materials
The Superintendent may direct the Contractor to supply particulars of—
(a) the mode and place of manufacture;
(b) the source of supply;
(c) the performance capacities; and
(d) other information,
in respect of any materials, machinery or equipment to be supplied by the Contractor under or used in connection with the Contract.

30 MATERIALS AND WORK

30.1 Quality of Materials and Work
The Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Contractor shall use suitable new materials.

30.2 Quality Assurance
The Contractor shall, if requiredments are so stated in the Contract—
(a) plan, establish and maintain a quality system which conforms to those requirements;
(b) provide the Superintendent with access to the quality system of the Contractor and each of the subcontractors of the Contractor to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system shall not relieve the Contractor of the responsibility to comply with the Contract.

NOTE: The inclusion of Quality Assurance requirements in a contract will require detailed clauses in the Specification or elsewhere in the Contract which have regard to the Quality Standard selected for the work.
30.3  Defective Materials or Work
If the Superintendent discovers material or work provided by the Contractor which is not in accordance with the Contract, the Superintendent may direct the Contractor to—
(a)  remove the material from the Site;
(b)  demolish the work;
(c)  reconstruct, replace or correct the material or work; or
(d)  not to deliver the material or work to the Site.

The Superintendent may direct the times within which the Contractor must commence and complete the removal, demolition, replacement or correction.

If the Contractor fails to comply with a direction issued by the Superintendent pursuant to Clause 30.3 within the time specified by the Superintendent in the direction and provided the Superintendent has given the Contractor notice in writing that after the expiry of 7 days from the date on which the Contractor receives the notice the Principal intends to have the work carried out by other persons, the Principal may have the work of removal, demolition, replacement or correction carried out by other persons and the cost incurred by the Principal in having the work so carried out shall be a debt due from the Contractor to the Principal.

30.4  Variations due to Defective Materials or Work
Instead of a direction under Clause 30.3, the Superintendent may direct a variation pursuant to Clause 40. The variation shall be valued under Clause 40.5 and—
(a)  if the variation causes an increase or decrease in the value to the Principal of the Works, regard shall also be had to the increase or decrease; and
(b)  if the variation results in the Contractor incurring more or less cost than would reasonably have been incurred had the Contractor been given a direction under Clause 30.3, regard shall also be had to the difference.

30.5  Acceptance of Defective Material or Work
Instead of a direction under Clause 30.3 or 30.4, the Superintendent may notify the Contractor that the Principal elects to accept the material or work notwithstanding that it is not in accordance with the Contract. In that event the resulting increase or decrease in the value to the Principal of the Works and any other loss suffered by the Principal shall be valued under Clause 40.5.

30.6  Generally
The Superintendent shall give either a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5 as soon as practicable after the Superintendent becomes aware that material or work is not in accordance with the Contract. The Superintendent may give the direction or notice at any time before the issue of the Final Certificate under Clause 42.8.

Except to the extent that to do so would be inconsistent with a direction under Clause 30.4 or a notice under Clause 30.5 and notwithstanding that the Superintendent has not given a direction under Clause 30.3, the Contractor shall promptly remove, demolish, replace or correct material or work that is not in accordance with the Contract.

A progress payment, or a test or a failure by the Superintendent or anyone else to disapprove any material or work shall not prejudice the power of the Superintendent to subsequently give a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5.
Nothing in Clause 30 shall prejudice any other right which the Principal may have against the Contractor arising out of the failure of the Contractor to provide material or work in accordance with the Contract.

The Superintendent shall not be obliged to give a direction under Clause 30.4 or a notice under Clause 30.5 to assist the Contractor.

31 EXAMINATION AND TESTING

31.1 Superintendent May Order Tests
In Clause 31 'test' includes examine and measure.

At any time prior to the issue of the Final Certificate the Superintendent may direct that any material or work under the Contract be tested. The Contractor shall provide such assistance and samples and make accessible such parts of the work under the Contract as may be required by the Superintendent. On completion of the tests, the Contractor shall make good the work under the Contract so that it fully complies with the Contract.

31.2 Covering Up of Work
The Superintendent may direct that any part of the work under the Contract shall not be covered up or made inaccessible without the Superintendent's prior approval.

31.3 Who Conducts Tests
Tests shall be conducted as provided in the Contract or by the Superintendent or a person (which may include the Contractor) nominated by the Superintendent.

31.4 Notice of Tests
Before conducting a test under the Contract the party conducting the test, being the Superintendent or the Contractor, shall give reasonable notice in writing to the other of the time, date and place of the test. If the other does not then attend, the test may nevertheless proceed.

31.5 Procedure if Tests Delayed
Without prejudice to any other right, if the Contractor or the Superintendent delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

31.6 Results of Tests
Results of tests shall be promptly made available by each party to the other and to the Superintendent.

31.7 Costs of Testing
Costs of and incidental to testing shall be valued under Clause 40.5 and shall be borne by the Principal or paid by the Principal to the Contractor unless—

(a) the Contract provides that the Contractor shall bear the costs or the test is one which the Contractor was required to conduct other than pursuant to a direction under Clause 31.1;

(b) the test shows that the material or work is not in accordance with the Contract;

(c) the test is in respect of work under the Contract covered up or made inaccessible without the Superintendent's prior approval where such was required;
(d) the test is consequent upon a failure of the Contractor to comply with a requirement of the Contract.

Where such costs are not to be borne by the Principal, they shall be borne by the Contractor or paid by the Contractor to the Principal.

31.8 Access for Testing

If, during the Defects Liability Period—

(a) the Principal or the Superintendent asserts that material or work is not in accordance with the Contract; and

(b) the Contractor requests permission to test the material or work,

the Principal shall not unreasonably refuse the Contractor access to test the material or work.

32 WORKING HOURS

The working hours and working days shall be as stated in the Contract and if not so stated as notified by the Contractor to the Superintendent prior to commencement of work on Site and shall not be varied without the prior approval of the Superintendent except when in the interests of safety of the work under the Contract or to protect life or property the Contractor finds it necessary to carry out work outside the working hours or on other than the working days stated in the Contract. In such cases the Contractor shall notify the Superintendent in writing of the circumstances as early as possible.

All costs attributable to the contract administration by or on behalf of the Principal of work during times approved pursuant to the previous paragraph shall be borne by the Principal.

33 PROGRESS AND PROGRAMMING OF THE WORKS

33.1 Rate of Progress

The Contractor shall proceed with the work under the Contract with due expedition and without delay.

The Contractor shall not suspend the progress of the whole or any part of the work under the Contract except where the suspension is under Clause 44.9 or is directed or approved by the Superintendent under Clause 34.

The Contractor shall give the Superintendent reasonable advance notice of when the Contractor requires any information, materials, documents or instructions from the Superintendent or the Principal.

The Principal and the Superintendent shall not be obliged to furnish any information, materials, documents or instructions earlier than the Principal or the Superintendent, as the case may be, should reasonably have anticipated at the Date of Acceptance of Tender.

The Superintendent may direct in what order and at what time the various stages or parts of the work under the Contract shall be performed. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall notify the Superintendent in writing, giving reasons.

If compliance with the direction causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5.
33.2 Construction Program Program

For the purposes of Clause 33, a ‘construction program’ is a statement in writing showing the dates by which, or the times within which, the various stages or parts of the work under the Contract are to be executed or completed.

A construction program shall not affect rights or obligations in Clause 33.1.

The Contractor may voluntarily furnish to the Superintendent a construction program.

The Superintendent may direct the Contractor to furnish to the Superintendent a construction program within the time and in the form directed by the Superintendent.

The Contractor shall not, without reasonable cause, depart from—

(a) a construction program included in the Contract; or

(b) a construction program furnished to the Superintendent.

The furnishing of a construction program or of a further construction program shall not relieve the Contractor of any obligations under the Contract including the obligation to not, without reasonable cause, depart from an earlier construction program.

The Contractor shall give the Superintendent reasonable advance notice of when the Contractor needs information, materials, documents or instructions from the Superintendent or the Principal.

The Principal and the Superintendent shall not be obliged to give any information, materials, documents or instructions earlier than the Principal or the Superintendent, as the case may be, should reasonably have anticipated at the date of acceptance of tender.

The Superintendent may direct in what order and at what time the various stages or portions of the Works shall be carried out. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall give the Superintendent written notice of the reasons.

Subject to other provisions of this clause 33.2, if compliance with any such directions under the preceding paragraph, (except those arising from or in connection with the Contractor's default), causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be assessed by the Superintendent and added to or deducted from the contract sum.

A construction program is a written statement showing the dates by which, or the times within which, the various stages or portions of the Works are to be carried out or completed.

The Contractor shall make available any documentation reasonably requested by the Superintendent relating to the Contractor’s construction program or the Contractor’s progress of the Works.

The Contractor shall not, without reasonable cause, depart from a construction program.

Despite any other provision of this clause 33.2:

(a) any program prepared or provided by the Contractor shall not be used as a construction program for the purposes of this clause until it has been approved by the Superintendent;

(b) if at any time the Superintendent gives the Contractor any direction or approval (written or otherwise) which constitutes or involves a direction under this Clause 33.2 (other than a direction or approval which the Superintendent has expressly acknowledged in writing constitutes or involves a direction under this Clause 33.2), the Contractor must:
(i) within 48 hours after receipt by the Contractor of the direction or approval, notify the Superintendent of the fact that the direction or approval constitutes or involves a direction under this Clause 33.2;  
(ii) unless the Superintendent requires otherwise, not give effect to the direction or approval within 48 hours after the Contractor has provided notification under paragraph (i); and  
(iii) as soon as possible but in no case later than seven (7) days after receiving the direction or approval, advise the Superintendent in writing of:  
(A) the effect which the Contractor anticipates that the direction or approval will have on the construction program and time for practical completion; and  
(B) an estimate of the cost increase or decrease (including delay costs, if any) arising from the direction or approval (in sufficient detail (including measurements and rates) to enable the Superintendent to assess the estimate), failing which the Contractor shall not be entitled to any Claim as a result of the direction or approval constituted by or involved in the Superintendent's direction or approval;  
(c) the power of the Superintendent to require the Contractor to provide a construction program includes a power to require the provision of an updated construction program whenever the Superintendent requires after a change in the date for practical completion or any circumstances affecting the progress of the Works;  
(d) the construction program must show the dates by which, or the times within which the milestones set out in the Contract are to be carried out or completed;  
(e) the Contractor shall provide a construction program and any updated construction program at its own cost and expense; and  
(f) the Principal shall reimburse the Contractor for the reasonable costs incurred by it in complying with paragraph (b)(iii) of this clause.

33.3 Construction Program

The Contractor must -  
(a) within 7 days of the date of acceptance of tender, prepare and lodge with the Superintendent for approval a construction program –  
(i) showing the Contractor’s bona fide planned work activities and sequences for bringing the Works to practical completion by the date for practical completion; and  
(ii) containing such other details as the Contract may require;  
(b) when the actual progress of the Works has fallen significantly behind or otherwise departed significantly from that shown in the approved construction program, or when directed so to do by the Superintendent, submit to the Superintendent for approval a revised construction program complying with Clause 33.3; and  
(c) fortnightly, along with additional detailed short term programs, provide to the Superintendent programs for the Works, which clearly indicate in detail the various trades, milestone dates and events and the Works upon the critical path.

If the Superintendent rejects a program or revised construction program submitted by the Contractor under this clause, the Contractor shall promptly amend the construction program and resubmit it to the Superintendent for approval.

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No changes shall be made to the approved construction program without the prior written approval of the Superintendent. The current approved construction program shall not form part of the Contract but it may be used by the Superintendent and the Principal to monitor and assess the progress of the Works.

No review, approval, acceptance or rejection by the Superintendent of, nor any comment or direction by the Superintendent upon or in connection with, a construction program, revised construction program, amended construction program, or change to a construction program shall -

(a) relieve the Contractor from any of its liabilities or obligations, (including without limitation the obligation to achieve practical completion by the date for practical completion);
(b) evidence or constitute a direction by the Principal or the Superintendent to accelerate, disrupt, prolong or vary any or all of the Works;
(c) evidence or constitute a direction by the Superintendent under the third paragraph of Clause 33.2;
(d) evidence or constitute the granting of any extension of time for practical completion; or
(e) affect the time for performance of the Principal’s or the Superintendent’s obligations.

33.4 Corrective Action

If at any time the progress of the Works has fallen behind that shown in the approved construction program or otherwise is not in accordance with the Contract, the Contractor shall at its own cost take the necessary corrective action so as to ensure that progress is maintained in accordance with the Contract. Subject to Clause 32, such corrective action may include the working of overtime and additional shifts, the application of more resources to carry out the work and the adjustment and rescheduling of activities. The Superintendent from time to time may direct the Contractor to provide details of the corrective action it plans to take under this clause 33.4.

If the Contractor fails to take corrective action in accordance with this clause, the Superintendent may direct the Contractor as to the corrective action it is to take and the Contractor shall comply with that direction at its own cost.

34 SUSPENSION OF THE WORKS

34.1 Suspension by Superintendent

If the Superintendent considers that the suspension of the whole or part of the work under the Contract is necessary—

(a) because of an act or omission of—
   (i) the Principal, the Superintendent or an employee, consultant or agent of the Principal; or
   (ii) the Contractor, a subcontractor or an employee or agent of either;
(b) for the protection or safety of any person or property; or
(c) to comply with an order of a court,

the Superintendent shall direct the Contractor to suspend the progress of the whole or part of the work under the Contract for such time as the Superintendent thinks fit.
34.2 Suspension by Contractor

If the Contractor wishes to suspend the whole or part of the work under the Contract, otherwise than under Clause 44.9, the Contractor shall obtain the prior written approval of the Superintendent. The Superintendent may approve of the suspension and may impose conditions of approval.

34.3 Recommencement of Work

As soon as the Superintendent becomes aware that the reason for any suspension no longer exists, the Superintendent shall direct the Contractor to recommence work on the whole or on the relevant part of the work under the Contract.

If work is suspended pursuant to Clause 34.2 or 44.9, the Contractor may recommence work at any time after reasonable advance notice to the Superintendent.

34.4 Cost of Suspension

Any cost incurred by the Contractor by reason of a suspension under Clause 34.1 or Clause 34.2 shall be borne by the Contractor but if the suspension is due to an act or omission of the Principal, the Superintendent or an employee, consultant or agent of the Principal and the suspension causes the Contractor to incur more or less cost than otherwise would have been incurred but for the suspension, the difference shall be valued under Clause 40.5.

34.5 Effect of Suspension

Suspension shall not affect the Date for Practical Completion but the cause of suspension may be a ground for extension of time under Clause 35.5.

35 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION

35.1 Time for Commencement of Work on the Site

The Contractor shall give the Superintendent 7 days' notice of the date upon which the Contractor proposes to commence work on the Site.

The Superintendent may reduce the period of notice required.

The Contractor shall commence work on the Site within 14 days after the Principal has given the Contractor possession of sufficient of the Site to enable the Contractor to commence work.

The Superintendent may extend the time for commencement of work on the Site.

35.2 Time for Practical Completion

The Contractor shall execute the work under the Contract to Practical Completion by the Date for Practical Completion.

Upon the Date of Practical Completion the Contractor shall give possession of the Site and the Works to the Principal.

35.3 Separable Portions

The interpretations of—

(a) Date for Practical Completion;

(b) Date of Practical Completion;
(c) Practical Completion,

and Clauses 5.7, 16, 35, 37, 38, 42.3 and 42.5 shall apply separately to each Separable Portion and references therein to the Works and to work under the Contract shall mean so much of the Works and the work under the Contract as is comprised in the relevant Separable Portion.

If the Contract does not make provision for the amount of security, retention moneys, liquidated damages or bonus applicable to a Separable Portion, the respective amounts applicable shall be such proportion of the security, retention moneys, liquidated damages or bonus applicable to the whole of the work under the Contract as the value of the Separable Portion bears to the value of the whole of the work under the Contract.

35.4 Use of Partly Completed Works

If a part of the Works has reached a stage equivalent to that of Practical Completion but another part of the Works has not reached such a stage and the parties cannot agree upon the creation of Separable Portions, the Superintendent may determine that the respective parts shall be Separable Portions.

In using the Separable Portion that has reached Practical Completion, the Principal shall not hinder the Contractor in the performance of the work under the Contract.

35.5 Extension of Time for Practical Completion

When it becomes evident to the Contractor that anything, including an act or omission of the Principal, the Superintendent or the Principal's employees, consultants, other contractors or agents, may delay the work under the Contract, the Contractor shall promptly notify the Superintendent in writing with details of the possible delay and the cause.

When it becomes evident to the Principal that anything which the Principal is obliged to do or provide under the Contract may be delayed, the Principal shall give notice to the Superintendent who shall notify the Contractor in writing of the extent of the likely delay.

If the Contractor is or will be delayed in reaching Practical Completion by a cause described in the next paragraph and within 28 days after the delay occurs the Contractor gives the Superintendent a written claim for an extension of time for Practical Completion setting out the facts on which the claim is based, the Contractor shall be entitled to an extension of time for Practical Completion.

If in the reasonable opinion of the Superintendent, the Contractor is or will be delayed in reaching Practical Completion by a cause described in the next paragraph and within seven (7) days from the day the event first occurs, gives the Superintendent a written notification of the delay and within 14 days after the delay first occurs, the Contractor gives the Superintendent a written claim for an Extension of Time for Practical Completion setting out the facts on which the claim is based, the Contractor shall be entitled to an Extension of time for Practical Completion.

The causes are—

(a) events occurring on or before the Date for Practical Completion which are beyond the reasonable control of the Contractor including but not limited to—
   industrial conditions;
   inclement weather;

(b) any of the following events whether occurring before, on or after the Date for Practical Completion—
   (i) delays caused by—
— the Principal;
— the Superintendent;
— the Principal's employees, consultants, other contractors or agents;

(ii) actual quantities of work being greater than the quantities in the Bill of Quantities or the quantities determined by reference to the upper limit of accuracy stated in the Annexure (otherwise than by reason of a variation directed under Clause 40);

(iii) latent conditions;
(iv) variations directed under Clause 40;
(v) repudiation or abandonment by a Nominated Subcontractor;
(vi) changes in the law;
(vii) directions by municipal, public or statutory authorities but not where the direction arose from the failure of the Contractor to comply with a requirement referred to in Clause 14.1;
(viii) delays by municipal, public or statutory authorities not caused by the Contractor;
(ix) claims referred to in Clause 17.1(v);
(x) any breach of the Contract by the Principal;
(xi) any other cause which is expressly stated in the Contract to be a cause for extension of time for Practical Completion.

Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in the preceding paragraph, then to the extent that the delays are concurrent, the Contractor shall not be entitled to an extension of time for Practical Completion.

In determining whether the Contractor is or will be delayed in reaching Practical Completion regard shall not be had to—
— whether the Contractor can reach Practical Completion by the Date for Practical Completion without an extension of time;
— whether the Contractor can, by committing extra resources or incurring extra expenditure, make up the time lost.

With any claim for an extension of time for Practical Completion, or as soon as practicable thereafter, the Contractor shall give the Superintendent written notice of the number of days extension claimed.

If the Contractor is entitled to an extension of time for Practical Completion the Superintendent shall, within 28 days after receipt of the notice of the number of days extension claimed, grant a reasonable extension of time. If within the 28 days the Superintendent does not grant the full extension of time claimed, the Superintendent shall before the expiration of the 28 days give the Contractor notice in writing of the reason.

In determining a reasonable extension of time for an event causing delay, the Superintendent shall have regard to whether the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

Notwithstanding that the Contractor is not entitled to an extension of time the Superintendent may at any time and from time to time before the issue of the Final Certificate by notice in writing to the Contractor extend the time for Practical Completion.
for any reason. The Superintendent need not exercise it’s discretion for the benefit of the Contractor.

A delay by the Principal or the failure of the Superintendent to grant a reasonable extension of time or to grant an extension of time within 28 days shall not cause the Date for Practical Completion to be set at large but nothing in this paragraph shall prejudice any right of the Contractor to damages.

35.6 Liquidated Damages for Delay in Reaching Practical Completion

If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor shall be indebted to the Principal for liquidated damages at the rate stated in the Annexure for every day after the Date for Practical Completion to and including the Date of Practical Completion or the date that the Contract is terminated under Clause 44, whichever first occurs.

If after the Contractor has paid or the Principal has deducted liquidated damages, the time for Practical Completion is extended, the Principal shall forthwith repay to the Contractor any liquidated damages paid or deducted in respect of the period up to and including the new Date for Practical Completion.

* 35.7 Limit on Liquidated Damages

The Contractor's liability under Clause 35.6 is limited to the amount stated in the Annexure.

* 35.8 Bonus for Early Practical Completion

If the Date of Practical Completion is earlier than the Date for Practical Completion the Principal shall pay the Contractor the bonus stated in the Annexure for every day after the Date of Practical Completion to and including the Date for Practical Completion.

The total of the bonus shall not exceed the limit stated in the Annexure.

36 DELAY OR DISRUPTION COSTS

Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any of the events referred to in Clause 35.5(b)(i), the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay. Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any other event for which payment of extra costs for delay or disruption is provided for in the Annexure or elsewhere in the Contract, the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay.

Where the Contractor has been granted an extension of time under Clause 35.5 for any delay or disruption caused by any of the events referred to in Clause 35.5(b)(i), the Principal shall pay to the Contractor such extra costs as are incurred by the Contractor, by reason of the delay, which has been ascertained and determined between the parties at the rate set out in Annexure Part A and not otherwise.

Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any event as set to in Clause 35.5(a) or (b)(ii) to (x) inclusive the Contractor shall not claim from the Principal nor be entitled to receive extra costs for delay or disruption at the rate set out in Annexure Part A or otherwise.

Nothing in Clause 36 shall—

(a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Contract; or

(b) limit the Principal's liability for damages for breach of contract.
37 DEFECTS LIABILITY

The Defects Liability Period stated in the Annexure shall commence on the Date of Practical Completion.

As soon as possible after the Date of Practical Completion, the Contractor shall rectify any defects or omissions in the work under the Contract existing at Practical Completion.

At any time prior to the 14th day after the expiration of the Defects Liability Period, the Superintendent may direct the Contractor to rectify any omission or defect in the work under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Contractor shall complete the work of rectification and may state a date by which the work of rectification shall commence. The direction may provide that in respect of the work of rectification there shall be a separate Defects Liability Period of a stated duration not exceeding the period stated in the Annexure. The separate Defects Liability Period shall commence on the date the Contractor completes the work of rectification. Clause 37 shall apply in respect of the work of rectification and the Defects Liability Period for that work of rectification.

If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out at the Contractor's expense, but without prejudice to any other rights that the Principal may have against the Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Contractor.

If it is necessary for the Contractor to carry out work of rectification, the Contractor shall do so at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible.

38 CLEANING UP

The Contractor shall keep the Site and the work clean and tidy. The Contractor shall regularly remove rubbish and surplus material.

Within 14 days after the Date of Practical Completion the Contractor shall remove Temporary Works and Constructional Plant.

The Superintendent may extend the time for removal of Temporary Works or Constructional Plant necessary to enable the Contractor to perform remaining obligations.

Notwithstanding the provisions of Clause 44, if the Contractor fails to comply with any obligation imposed on the Contractor by Clause 38, the Superintendent may, after the Superintendent has given reasonable notice in writing to the Contractor, have the work of cleaning and tidying up carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this paragraph are in addition to any other right.

39 URGENT PROTECTION

If urgent action is necessary to protect the work under the Contract, other property or people and the Contractor fails to take the action, the Principal may take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the cost incurred by the Principal shall be a debt due from the Contractor.

If time permits, the Superintendent shall give the Contractor prior written notice of the Principal's intention to take action under Clause 39.
40 VARIATIONS

40.1 Variations to the Work

The Superintendent may direct the Contractor to—

(a) increase, decrease or omit any part of the work under the Contract;
(b) change the character or quality of any material or work;
(c) change the levels, lines, positions or dimensions of any part of the work under the Contract;
(d) execute additional work; and/or
(e) demolish or remove material or work no longer required by the Principal.

The Contractor shall not vary the work under the Contract except as directed by the Superintendent or approved in writing by the Superintendent under Clause 40.

The Contractor is bound only to execute a variation which is within the general scope of the Contract.

The Contractor shall not be bound to execute a variation directed after Practical Completion unless the variation is in respect of rectification work referred to in Clause 37.

40.2 Proposed Variations

Upon receipt of a notice in writing from the Superintendent advising the Contractor of a proposed variation under Clause 40, the Contractor shall advise the Superintendent whether the proposed variation can be effected. If the variation can be effected, the Contractor shall—

(a) advise the Superintendent of the effect which the Contractor anticipates that the variation will have on the construction program and time for Practical Completion; and
(b) provide an estimate of the cost (including delay costs, if any) of the proposed variation.

The Principal shall reimburse the Contractor for the reasonable costs of complying with the requirements of Clause 40.2.

40.3 Pricing the Variation

Unless the Superintendent and the Contractor agree upon the price for a variation, the variation directed or approved by the Superintendent under Clause 40.1 shall be valued under Clause 40.5.

The Superintendent may direct the Contractor to provide a detailed quotation for the work of a variation supported by measurements or other evidence of cost.

40.4 Variations for the Convenience of the Contractor

If the Contractor requests the Superintendent to approve a variation for the convenience of the Contractor, the Superintendent may do so in writing. The approval may be conditional.

Unless the Superintendent otherwise directs in the notice approving the variation, the Contractor shall not be entitled to—

(a) an extension of time for Practical Completion; or
(b) extra payment,
in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.

The Superintendent shall not be obliged to approve a variation for the convenience of the Contractor.

40.5 Valuation

Where the Contract provides that a valuation shall be made under Clause 40.5, the Principal shall pay or allow the Contractor or the Contractor shall pay or allow the Principal as the case may require, an amount ascertained by the Superintendent as follows—

(a) if the Contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;

(b) if Clause 40.5(a) does not apply, the rates or prices in a Priced Bill of Quantities or Schedule of Rates shall be used to the extent that it is reasonable to use them;

(c) to the extent that neither Clause 40.5(a) or 40.5(b) apply, reasonable rates or prices shall be used in any valuation made by the Superintendent;

(d) in determining the deduction to be made for work which is taken out of the Contract, the deduction shall include a reasonable amount for profit and overheads;

(e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.3, the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads or profit;

(f) if the valuation relates to extra costs incurred by the Contractor for delay or disruption, the valuation shall include a reasonable amount for overheads but shall not include profit or loss of profit;

(g) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Contractor’s profit and attendance; and

(h) daywork shall be valued in accordance with Clause 41.

When under Clause 40.3 the Superintendent directs the Contractor to support a variation with measurements and other evidence of cost, the Superintendent shall allow the Contractor the reasonable cost of preparing the measurements or other evidence of cost that has been incurred over and above the reasonable overhead cost.

40.6 Prerequisite for Adjustment to the Contract Sum

The Principal shall only be liable to the Contractor for an amount calculated pursuant to this Clause 40 for a variation or other adjustment to the Contract Sum where:

(a) the direction to perform the variation or additional works given by the Superintendent is:

(i) in writing, expressly stating that the direction constitutes a direction for a variation or additional work and identifies that work the subject of the direction; and

(ii) such direction is countersigned the by Principal’s Representative; and

(b) in performing any work in respect of the variation or additional work the Contractor shall immediately, and in any event within seven (7) days of receiving the direction to perform any work constituting a variation, give to the Superintendent a notice in writing which identifies:

(i) the date the direction was given;
(ii) the substance of the direction (a copy should be attached);

(iii) the approximate value of the variation including a detailed breakdown calculated in accordance with subclause 40.5;

(iv) whether a claim will be made for an extension of time as a consequence of the variation and, if so, an estimate of that period.

Except where the Contractor is entitled to make a claim under this subclause, the Contractor shall have no entitlement as a consequence of a variation and in addition to the notices it is required to give under this clause, the Contractor must give all notices required under subclause 35.5.

40.7 Claims for Variations

Any and all claims by the Contractor for payment of any variation in accordance with this Clause 40 of the Contract shall be made by the Contractor on the dates and/or at the end of intervals described in Annexure Part A and it is expressly agreed between the Contractor and the Principal that no claim for variations, whether by way of addition or deduction to the Contract Sum shall be included in or form part of any progress claim or payment claim made pursuant to the Clause 42 hereof unless the work the subject of the variation has been approved by the Superintendent to be added to or deleted from the Contract Scope of Work as the case may be, before that said work is performed or deleted, in which case the increase or reduction in the Contract Sum can be included in the payment claim.

41 DAYWORK

The Superintendent may direct that quantities greater than those determined by reference to the upper limit of accuracy referred to in Clause 3.3 or variations directed by the Superintendent under Clause 40.1 shall be carried out as Daywork. The Contractor shall thereafter each day record particulars of all resources used by the Contractor for the execution of the Daywork and each day furnish to the Superintendent the particulars and copies of time sheets, wages sheets, invoices, receipts and other documents evidencing the cost of the Daywork. The Superintendent may direct the manner in which matters are to be recorded.

In determining the value of Daywork regard shall be had to—

(a) the amount of wages and allowances paid or payable by the Contractor at the rates obtaining on the Site at the time as established by the Contractor to the satisfaction of the Superintendent or at such other rates as may be approved by the Superintendent;

(b) the amount paid or payable by the Contractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under Clause 41(a);

(c) the amount of hire charges in respect of Constructional Plant approved by the Superintendent for use on the work in accordance with such hiring rates and conditions as may be agreed between the Superintendent and the Contractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Superintendent;

(d) the amounts paid for services, subcontracts and professional fees;

(e) the actual cost to the Contractor at the Site of all materials supplied and required for the work; and

(f) the charge stated in the Annexure or, if no charge is stated, a charge agreed between the Superintendent and the Contractor to cover overheads, administrative costs, site supervision, establishment costs, attendance and profit, or, in the absence of agreement, a reasonable charge determined by the Superintendent.
Amounts payable for Daywork shall not be subject to adjustment for rise and fall in costs notwithstanding that the Contract may provide for adjustment for rise and fall in costs.

42 CERTIFICATES AND PAYMENTS

42.1 Payment Claims, Certificates, Calculations and Time for Payment

At the times for payment claims stated in the Annexure and upon issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor shall deliver to the Superintendent claims for payment supported by evidence of the amount due to the Contractor and such information as the Superintendent may reasonably require. Claims for payment shall include the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach thereof.

Within 14 days after receipt of a claim for payment, the Superintendent shall issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the opinion of the Superintendent, is to be made by the Principal to the Contractor or by the Contractor to the Principal. The Superintendent shall set out in the certificate the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference. The Superintendent shall allow in any payment certificate issued pursuant to this Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a Certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract.

If the Contractor fails to make a claim for payment under Clause 42.1, the Superintendent may nevertheless issue a payment certificate.

Subject to the provisions of the Contract, within 28 days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent's payment certificate, whichever is the earlier, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the Certificate as due to the Contractor or to the Principal as the case may be, or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's claim. A payment made pursuant to this Clause shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Principal or Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due and payable.

Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided by Clause 42.8.

Notwithstanding Clause 42.4, the Principal shall be obliged to pay for any item of unfixed plant and materials where that item is—

(a)—to be imported into Australia, provided the Contractor has given the Principal a clean on board bill of lading or its equivalent, drawn or endorsed to the order of the Principal and, where appropriate, a custom's invoice for the item; or

(b)—listed in the Annexure and which is not an item to be imported into Australia, provided the Contractor establishes to the satisfaction of the Superintendent that the
Contractor has paid for the item, and the item is properly stored, labelled the property of the Principal and adequately protected.

Upon payment to the Contractor of the amount which includes the value of the item, the item shall be the property of the Principal free of any lien or charge.

Except as provided in the Contract, the Principal shall not be obliged to pay for any item of unfixed plant and materials which is not incorporated in the Works.

At least five (5) Working Days prior to the times for payment claims set out in Annexure Part A, the Contractor and the Quantity Surveyor engaged by the Principal shall inspect the Works with the Superintendent and reach agreement as to the value of the Works complete since the last progress claim or, if it is the first progress claim since the commencement of the Works.

At the times for payment claims or upon completion of the stages of the work under the Contract stated in Annexure Part A and upon the issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.5, the Contractor shall deliver to the Superintendent claims for payment supported by evidence of the amount due to the Contractor, the documentation required by this Contract to be included with or annexed to each payment claim and such information as the Superintendent may reasonably require. Claims for payment shall include the value of Work carried out by the Contractor in the performance of the Contract, excluding variations (other than approved variations to that Contract) delay cost claims and claims for any other monies due pursuant to the Contract and shall include only amounts relative to the contract sum payable as a progress payment. Each such payment claim shall comply with the provision of the Building and Construction Industry Payments Act 2004 for such payment claims.

If the time for any payment claim under the preceding paragraph falls due on a day which is Saturday or Sunday, Statutory or Public Holiday the Contractor shall submit the claim either on the day before or next following that date which itself is not a Saturday, Sunday, Statutory or Public Holiday.

If the Contractor submits a payment claim before the time for lodgement of that payment claim, such early lodgement shall not require the Superintendent to issue the payment schedule in respect of that payment claim earlier than would have been the case had the Contractor submitted the payment claim in accordance with this Contract.

Within 14 days of receipt of the payment claim, the Superintendent shall assess the claim and shall issue to the Principal and to Contractor a payment schedule stating the amount of the payment which, in the Superintendent’s opinion based on the advice of the relevant consultants, is to be made by the Principal to the Contractor or by the Contractor to the Principal. The Superintendent shall set out in the payment schedule the calculations employed to arrive at the amount, and if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference. For the purposes of this clause the Superintendent is the agent of the Principal to receive the payment claim and issue the payment schedule. In addition to setting out the reasons for the difference in the payment schedule from any amount claimed in a payment claim by the Contractor, the Superintendent shall indicate in the payment schedule the adjusted contract sum having regard to any approved variations separately made pursuant to this Contract. The amount previously paid by the Principal to the Contractor and amounts of retention moneys retained shall also be indicated in the payment schedule.

If the Contractor fails to make a claim for payment under this Clause 42.1, the Superintendent may nevertheless issue a payment schedule and the Principal or the Contractor, as the case may be, shall pay the amount so certified within 14 days of that Schedule.

Subject to the provision of the Contract, within 14 days of the issue of the payment schedule, and within 14 days of the issue of the final certificate, the Principal shall pay to the Contractor
or the Contractor shall pay to the Principal as the case may be, an amount not less than the
amount shown in the payment schedule as due to the Contractor or to the Principal as the case
may be, provided that a tax invoice for the purposes of GST, is provided by the Contractor to
the Principal or by the Principal to the Contractor as the case may be. A payment made
pursuant to this Clause 42.1 shall not prejudice the right of either party to an adjudication under
the Building and Construction Industry Payments Act 2004 or to dispute under Clause 47
whether the amount so paid is the amount properly due and payable and on determination
(whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable,
the Principal or the Contractor, as the case may be, shall be liable to pay the difference between
the amount of such payment and the amount so properly due and payable.

Payments of moneys shall not be evidence of the value of work or an admission of liability
or evidence that work has been executed satisfactorily but shall be a payment on account
only, except as provided under Clause 42.6

42.2 Correction of Payment Certificates
At any time and from time to time, the Superintendent may by a further certificate correct
any error which has been discovered in any previous certificate, other than a Certificate of
Practical Completion or Final Certificate.

42.3 Retention Moneys
The Principal may deduct from moneys otherwise due to the Contractor amounts up to the
limit of the percentages, if any, stated in the Annexure of so much of the value of the
respective items stated in the Annexure as is included in the calculation of a payment.

42.4 Unfixed Plant and Materials

Alternative 1
If the Contractor claims payment for plant or materials intended for incorporation in the
Works but not incorporated, the Principal shall not be obliged to make payment for the
plant or materials unless the Contractor provides additional security in one of the forms
provided by Clause 5.3 in an amount equal to the payment claimed for the plant or
materials.

Alternative 2
If the Contractor claims payment for plant or materials intended for incorporation in the
Works but not incorporated the Principal shall not be obliged to make payment for such
plant or materials but the Principal may make payment, if the Contractor establishes to the
satisfaction of the Superintendent that—

(a) such plant or materials have reasonably but not prematurely been delivered to or
adjacent to the Site;
(b) ownership of such plant and materials will pass to the Principal upon the making of
the payment claimed; and
(c) such plant or materials are properly stored, labelled the property of the Principal and
adequately protected.

Upon payment to the Contractor of the amount claimed, the plant or materials the subject of
the claim shall be the property of the Principal free of any lien or charge.

Alternative 3
The Contractor shall not be entitled to payment for plant or materials not incorporated in
the Works.
42.5 Certificate of Practical Completion

The Contractor shall give the Superintendent at least 14 days notice of the date upon which the Contractor anticipates that Practical Completion will be reached.

When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall in writing request the Superintendent to issue a Certificate of Practical Completion. Within 14 days of the receipt of the request, the Superintendent shall give to the Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate.

When the Superintendent is of the opinion that Practical Completion has been reached, the Superintendent may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.

42.6 Effect of Certificates

The issue of a payment certificate or a Certificate of Practical Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim by the Principal or the Contractor.

42.7 Final Payment Claim

Within 28 days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire, the Contractor shall lodge with the Superintendent a final payment claim and endorse it 'Final Payment Claim'.

The Contractor shall include in that claim all moneys which the Contractor considers to be due from the Principal under or arising out of the Contract or any alleged breach thereof.

After the expiration of the period for lodging a Final Payment Claim, any claim which the Contractor could have made against the Principal and has not been made shall be barred.

42.8 Final Certificate

Within 14 days after receipt of the Contractor's Final Payment Claim or, where the Contractor fails to lodge such claim, the expiration of the period specified in Clause 42.7 for the lodging of the Final Payment Claim by the Contractor, the Superintendent shall issue to the Contractor and to the Principal a final payment certificate endorsed 'Final Certificate'. In the certificate the Superintendent shall certify the amount which in the Superintendent's opinion is finally due from the Principal to the Contractor or from the Contractor to the Principal under or arising out of the Contract or any alleged breach thereof.

Unless either party, either before the Final Certificate has been issued or not later than 15 days after the issue thereof, serves a notice of dispute under Clause 47, the Final Certificate shall be evidence in any proceedings of whatsoever nature and whether under the Contract or otherwise between the parties arising out of the Contract, that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract which require additions or deductions to be made to the Contract Sum, except in the case of—

(a) fraud, dishonesty or fraudulent concealment relating to the Works or any part thereof or to any matter dealt with in the said Certificate;

(b) any defect (including omission) in the Works or any part thereof which was not apparent at the end of the Defects Liability Period, or which would not have been
disclosed upon reasonable inspection at the time of the issue of the Final Certificate; or

(c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention moneys or security then held by the Principal.

42.9 Interest on Overdue Payments

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid then interest shall be payable thereon from but excluding the date upon which or the expiration of the period within which they should have been paid to and including the date upon which the moneys are paid. The rate of interest shall be the rate stated in the Annexure and if no rate is stated the rate shall be 18 percent per annum. Interest shall be compounded at six monthly intervals.

42.10 Set Offs by the Principal

The Principal may deduct from moneys due to the Contractor any money due from the Contractor to the Principal otherwise than under the Contract and if those moneys are insufficient, the Principal may, subject to Clause 5.5, have recourse to retention moneys and, if they are insufficient, then to security under the Contract.

42.11 Recourse for Unpaid Moneys

Where, within the time provided by the Contract, a party fails to pay the other party an amount due and payable under the Contract, the other party may, subject to Clause 5.5, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Contract and any deficiency remaining may be recovered by the other party as a debt due and payable.

42.12 GST

Definitions

(a) Terms defined by the GST Law and PAYG Law and used (without separate definition) in this clause, shall have the meaning given to them by the GST Law or PAYG Law.

(b) For the purposes of this clause:

‘GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999;

‘input tax credit’ has the meaning given to that term in the GST Law and includes an input tax credit for an acquisition by a party but to which another member of the same GST Group as that party is entitled;

‘PAYG Law’ means any Act dealing with or relating to the introduction or administration of the PAYG system referred to in Schedule 1 of the Taxation Administration Act 1953;

‘registered for GST’ means registered as a supplier under the GST Law and in respect of the Contractor, also having provided an ABN to the Principal.
42.13 Treatment of GST

(a) Unless the Contract states otherwise, the contract sum excludes GST on taxable supplies to be made under the Contract.

(b) Where under the Contract a party is obliged to pay the other party an amount (including the contract sum) calculated by reference to an agreed rate or an agreed lump sum, unless the agreed rate or lump sum is expressed to include GST, the party shall pay the aggregate of:

(i) the amount calculated by reference to the agreed rate or the agreed lump sum (as the case may be) ("Agreed Amount"); and

(ii) GST (if any) payable on the taxable supply in respect of which the Agreed Amount is payable.

(c) Where under the Contract a party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by that other party ("Reimbursable Liability") the party shall pay the aggregate of:

(i) the Reimbursable Liability net of input tax credits available to the other party in respect of the Reimbursable Liability; and

(ii) GST (if any) payable on the taxable supply in respect of which the Reimbursable Liability is payable.

(d) Where under the Contract the parties agree to a provisional allowance for any Works or otherwise (including any provisional sum), unless the allowance is expressed to include GST, it shall be taken to be exclusive of any GST.

(e) No other provision of the Contract (including clause 14) shall operate to give the Contractor any Claim in connection with GST.

42.14 Notification of GST Registration Status

(a) The Contractor warrants to the Principal that:

(i) the Contractor is registered for GST as at the date of acceptance of tender and shall maintain that registration until the issue of a final certificate under the Contract; and

(ii) the Contractor’s ABN notified by the Contractor to the Principal is correct.

(b) The Contractor shall immediately notify the Principal if at any time the Contractor ceases to be registered for GST.

42.15 Tax Invoices

(a) Despite any other provision of the Contract:

(i) the Principal shall not be obliged to pay the Contractor any amount certified by the Superintendent (or otherwise determined) to be payable in respect of a taxable supply, until 7 days after the Contractor has provided to the Superintendent a tax invoice in respect of the amount payable; and

(ii) Within 28 days after the Superintendent certifies (or an alternative determination is made) any amount to be payable by the Contractor to the Principal in respect of a taxable supply, the Principal shall provide to the Contractor a tax invoice or adjustment note (as the case may be) in respect of the payment.
(b) Until the Principal notifies the Contractor otherwise, the Principal appoints the Superintendent its agents for the purposes of issuing, or providing to or receiving from the Contractor tax invoices or adjustment notes (as the case may be) on the Principal’s behalf.

42.16 PAYG Withholding

(a) This Clause 42.16 applies where:

(i) the Contractor is not registered for GST; or

(ii) the parties are bound by a Voluntary Agreement.

(b) Whether or not the Principal should bind itself to a Voluntary Agreement at any time may be determined by the Principal in its absolute discretion.

(c) Where this Clause 42.16 applies the Principal shall be entitled to withhold from any payment otherwise due to the Contractor under or in connection with the Contract, tax calculated and to be held in accordance with the PAYG Law.

43 PAYMENT OF WORKERS AND SUBCONTRACTORS

(a) Before the Principal makes each payment to the Contractor, the Superintendent may, not less than 5 days before a Payment Certificate is due, in writing request the Contractor—

(i) to give the Superintendent a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all workers who have at any time been employed by the Contractor on work under the Contract have at the date of the request been paid all moneys due and payable to them in respect of their employment on the work under the Contract; and

(ii) to provide documentary evidence to the Superintendent that at the date of the request all workers who have been employed by a subcontractor of the Contractor have been paid all moneys due and payable to them in respect of their employment on the work under the Contract.

(b) Not earlier than 14 days after the Contractor has made each claim for payment under Clause 42.1, and before the Principal makes that payment to the Contractor, the Contractor shall give to the Superintendent a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all subcontractors have been paid all moneys due and payable to them in respect of work under the Contract.

(c) If the Contractor fails—

(i) within five days after a request by the Superintendent under Clause 43(a), to provide the statutory declaration, or the documentary evidence (as the case may be) required pursuant to Clause 43; or

(ii) to comply with Clause 43(b),

notwithstanding Clause 42.1, the Principal may withhold payment of moneys due to the Contractor until the statutory declaration or documentary evidence (as the case may be) is received by the Superintendent.

If the Contractor provides to the Superintendent satisfactory proof of the maximum amount due and payable to workers and subcontractors by the Contractor, the Principal shall not be entitled to withhold any amount in excess of the maximum amount.
At the written request of the Contractor and out of moneys payable to the Contractor, the Principal may on behalf of the Contractor make payments directly to any worker or subcontractor.

If any worker or subcontractor obtains a court order in respect of moneys referred to in Clause 43(a) or (b) and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker or subcontractor and the amount paid shall be a debt due from the Contractor to the Principal.

After the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment to a worker or subcontractor without the concurrence of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

The contractor shall, with every payment claim made pursuant to this Contract give the Superintendent a statutory declaration by the Contractor or, where the Contractor is a corporation, by a representative of the Contractor who is in a position to know the facts declared, that all workers who have at any time been employed by the Contractor on work under the Contract have at the date of the direction been paid all moneys due and payable to them in respect of their employment on the Work under the Contract.

The Contractor shall at the time of making a payment claim according to the provisions of Clause 42.1, produce evidence to the Superintendent that the Contractor is the holder of a deduction exemption Certificate and the Contractor warrants that the certificate has not been revoked. If during the term of this Contract such certificate should be revoked or varied, the Contractor shall forthwith notify the Superintendent.

44 DEFAULT OR INSOLVENCY

44.1 Preservation of Other Rights

If a party breaches or repudiates the Contract, nothing in Clause 44 shall prejudice the right of the other party to recover damages or exercise any other right.

44.2 Default by the Contractor

If the Contractor commits a substantial breach of contract and the Principal considers that damages may not be an adequate remedy, the Principal may give the Contractor a written notice to show cause.

Substantial breaches include but are not limited to—

(a) suspension of work, in breach of Clause 33.1;
(b) failing to proceed with due expedition and without delay, in breach of Clause 33.1;
(c) failing to lodge security in breach of Clause 5;
(d) failing to use the materials or standards of workmanship required by the Contract, in breach of Clause 30.1;
(e) failing to comply with a direction of the Superintendent under Clause 30.3, in breach of Clause 23;
(f) failing to provide evidence of insurance, in breach of Clause 21.1; and/or
(g) in respect of Clause 43, knowingly providing a statutory declaration or documentary evidence which contains a statement that is untrue.
44.3 Requirements of a Notice by the Principal to Show Cause

A notice under Clause 44.2 shall—
(a) state that it is a notice under Clause 44 of the General Conditions of Contract;
(b) specify the alleged substantial breach;
(c) require the Contractor to show cause in writing why the Principal should not exercise a right referred to in Clause 44.4;
(d) specify the time and date by which the Contractor must show cause (which time shall not be less than 7 clear days after the notice is given to the Contractor); and
(e) specify the place at which cause must be shown.

44.4 Rights of the Principal

If by the time specified in a notice under Clause 44.2 the Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in Clause 44.4, the Principal may by notice in writing to the Contractor—
(a) take out of the hands of the Contractor the whole or part of the work remaining to be completed; or
(b) terminate the Contract.

Upon giving a notice under Clause 44.2, the Principal may suspend payments to the Contractor until the earlier of—
(i) the date upon which the Contractor shows reasonable cause;
(ii) the date upon which the Principal takes action under Clause 44.4(a) or (b); or
(iii) the date which is 7 days after the last day for showing cause in the notice under Clause 44.2.

If the Principal exercises the right under Clause 44.4(a), the Contractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Contractor unless a payment becomes due to the Contractor under Clause 44.6.

44.5 Procedure when the Principal Takes Over Work

If the Principal takes work out of the hands of the Contractor under Clause 44.4(a) the Principal shall complete that work and the Principal may without payment of compensation take possession of such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the work.

If the Principal takes possession of Constructional Plant or other things, the Principal shall maintain the Constructional Plant and, subject to Clause 44.6, on completion of the work the Principal shall return to the Contractor the Constructional Plant and any things taken under this Clause which are surplus.

44.6 Adjustment on Completion of the Work Taken Out of the Hands of the Contractor

When work taken out of the hands of the Contractor under Clause 44.4(a) is completed the Superintendent shall ascertain the cost incurred by the Principal in completing the work and shall issue a certificate to the Principal and the Contractor certifying the amount of that cost.
If the cost incurred by the Principal is greater than the amount which would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less than the amount that would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due to the Contractor from the Principal. The Principal shall keep records of the cost in a similar manner to that prescribed in Clause 41.

If the Contractor is indebted to the Principal, the Principal may retain Constructional Plant or other things taken under Clause 44.5 until the debt is satisfied. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Constructional Plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Contractor.

44.7 Default of the Principal

If the Principal commits a substantial breach of contract and the Contractor considers that damages may not be an adequate remedy, the Contractor may give the Principal a written notice to show cause.

Substantial breaches include but are not limited to—

(a) failing to make a payment, in breach of Clause 42.1;

(b) failure by the Superintendent to either issue a Certificate of Practical Completion or give the Contractor, in writing, the reasons for not issuing the Certificate within 14 days of receipt of a request by the Contractor to issue the Certificate, in breach of Clause 42.5;

(a) failing to produce evidence of insurance, in breach of Clause 21.1;

(b) failing to give the Contractor possession of sufficient of the Site, in breach of Clause 27.1, but only if the failure continues for longer than the period stated in the Annexure; and/or

(c) failing to lodge security in breach of Clause 5.

44.8 Requirements of a Notice by the Contractor to Show Cause

A notice under Clause 44.7 shall—

(a) state that it is a notice under Clause 44 of the General Conditions of Contract;

(b) specify the alleged substantial breach;

(c) require the Principal to show cause in writing why the Contractor should not exercise a right referred to in Clause 44.9;

(d) specify the time and date by which the Principal must show cause (which shall not be less than 7 clear days after the notice is given to the Principal); and

(e) specify the place at which cause must be shown.

44.9 Rights of the Contractor

If by the time specified in a notice under Clause 44.7 the Principal fails to show reasonable cause why the Contractor should not exercise a right referred to in Clause 44.9, the Contractor may by notice in writing to the Principal suspend the whole or any part of the work under the Contract.

The Contractor shall lift the suspension if the Principal remedies the breach but if within 28 days after the date of suspension under Clause 44.9, the Principal fails to remedy the breach.
or, if the breach is not capable of remedy, fails to make other arrangements to the
reasonable satisfaction of the Contractor, the Contractor may by notice in writing to the
Principal terminate the Contract.

The Contractor shall be entitled to recover from the Principal any damages incurred by the
Contractor by reason of the suspension.

44.10 Rights of the Parties on Termination

If the Contract is terminated under Clause 44.4(b) or Clause 44.9 the rights and liabilities of
the parties shall be the same as they would have been at common law had the defaulting
party repudiated the Contract and the other party elected to treat the Contract as at an end
and recover damages.

44.11 Insolvency

If—

(a) a party informs the other party in writing or creditors generally that the party is
    insolvent;
(b) a party commits an act of bankruptcy;
(c) a bankruptcy petition is presented against a party;
(d) a party is made bankrupt;
(e) a meeting of creditors of a party is called with a view to—
    (i) entering a scheme of arrangement or composition with creditors; or
    (ii) placing the party under official management;
(f) a party enters a scheme of arrangement or composition with creditors;
(g) a resolution is passed at a meeting of creditors to place a party under official
    management;
(h) a party is placed under official management;
(i) a receiver of the property or part of the property of a party is appointed;
(j) an application is made to a court for the winding up of a party and not stayed within
    14 days;
(k) a winding up order is made in respect of a party; and/or
(l) execution is levied against a party by creditors, debenture holders or trustees or under
    a floating charge—
    (i) where the other party is the Principal, the Principal may, without giving a
        notice to show cause, exercise the right under Clause 44.4(a);
    (ii) where the other party is the Contractor, the Contractor may, without giving a
        notice to show cause, exercise the right under Clause 44.9.

The rights given by Clause 44.11 are in addition to any other rights and may be exercised
notwithstanding that there has been no breach of contract.

* 45 TERMINATION

45.1 Termination By Frustration

If, under the law governing the Contract, the Contract is frustrated, the Principal shall pay
the Contractor—
(a) for work executed prior to the date of frustration, the amount which would have been payable if the Contract had not been frustrated and the Contractor had made a progress claim on the date of frustration;

(b) the cost of materials reasonably ordered by the Contractor for the work under the Contract, which the Contractor is liable to accept, but only if the materials become the property of the Principal upon payment;

(c) costs reasonably incurred by the Contractor in the expectation of completing the whole of the work under the Contract and not included in any payment by the Principal;

(d) all retention moneys and security;

(e) the reasonable cost of removal of Constructional Plant;

(f) the reasonable cost of return to their place of recruitment of the Contractor's employees engaged in the work under the Contract at the date of frustration.

(g) a reasonable allowance as assessed by the Superintendent for profit, overheads and attendance costs from the commencement of the project up to and including the date of termination.

45.2 Termination for Convenience

The Principal may at any time terminate the Contract for its convenience (including where there has been no default or insolvency of the Contractor) by 2 days prior notice to the Contractor in which case the Contractor shall, upon receipt of the notice:

(a) cease carrying out the Works;

(b) comply with all reasonable directions given by the Principal and/or Superintendent relating to demobilisation of the Contractor from the Site;

(c) within 2 days of being requested so to do by the Principal, give the Principal written details of all subcontracts, supply agreements and orders made or placed by the Contractor in respect of the Works (including, without limitation, details of date, price terms, work to be performed, materials or goods to be supplied, current status of progress, amounts paid and expected dates of completion or supply);

(d) if directed by the Principal to do so:

   (i) assign or novate in favour of the Principal or to any person nominated by the Principal any subcontracts (including, without limitation, for the provision of any materials) or rights under any subcontracts entered into or obtained by the Contractor in connection with the carrying out of the works or completion of the Works;

   (ii) assign to the Principal or to any person nominated by the Principal, any warranty obtained or held by the Contractor in respect of the Works or any right to obtain or hold any such warranty;

   (iii) terminate any other outstanding subcontracts and recover from the subcontractor any property, documentation, material or information of the Principal or the Superintendent;

(e) do all things possible to reduce any amounts payable by the Principal under this clause (including, without limitation, not entering into any further subcontracts or supply agreements and not placing any further orders in respect of the Works after receiving the notice of termination);
(f) be deemed to have authorised the Principal to contact any subcontractor and to obtain any information whatsoever concerning any subcontract, supply agreement or order, and if requested to do so by the Principal, the Contractor shall advise the subcontractor of that authority and confirm it in writing;

(g) give the Principal access to all documents and records of whatsoever nature held by the Contractor in connection with the Works;

(h) promptly after being requested so to do by the Principal, give the Principal a set of "as-built" drawings showing the work as built as at the time of termination;

(i) clean up and secure the site as directed by the Principal and/or the Superintendent;

(j) deliver to the Principal, all property, documentation or information of the Principal provided to the Contractor in connection with it carrying out the Works;

(k) deliver to the Principal any of the materials or the Works which under the Contract has become the property of the Principal.

Upon termination of the Contract under this clause:

(a) Clause 45.1 shall apply as if the Contract had been frustrated on the date of termination;

(b) the Contractor shall have no other Claim against the Principal for any overhead, loss of profits, costs, expenses, damages, losses or other liabilities arising from or in connection with the termination; and

(c) any rights of the Principal arising from prior breaches by the Contractor shall not be affected.

46 TIME FOR NOTIFICATION OF CLAIMS

46.1 Contractor's Prescribed Notice

The Principal shall not be liable upon any claim by the Contractor in respect of or arising out of a breach of the Contract unless within 28 days after the first day upon which the Contractor could reasonably have been aware of the breach, the Contractor has given to the Superintendent the prescribed notice.

The Principal shall not be liable upon any other claim by the Contractor for any extra cost or expense in respect of or arising out of any direction or approval by the Superintendent unless within 42 days after the first day upon which the Contractor could reasonably have been aware of the entitlement to make the claim, the Contractor has given to the Superintendent the prescribed notice.

The prescribed notice is a notice in writing which includes particulars of all of the following—

(a) the breach, act, omission, direction, approval or circumstances on which the claim is or will be based;

(b) the provision of the Contract or other basis for the claim or proposed claim; and

(c) the quantum or likely quantum of the claim.

This Clause 46.1 shall not have any application to—

(i) any claim for payment to the Contractor of an amount or amounts forming part of the Contract Sum or any part thereof;

(ii) any claim for payment for a variation directed by the Superintendent or to be made pursuant to Clause 12.3;
(iii) any claim for an extension of time for Practical Completion; or
(iv) the provisions of Clause 46.2.

46.2 Time for Disputing Superintendent's Direction

If the Superintendent—

(a) has given a direction (other than a decision under Clause 47.2) pursuant to the Contract; and

(b) has served a notice in writing on each party that if a party wishes to dispute the direction then that party is required to do so under Clause 47,

the direction shall not be disputed unless a notice of dispute in accordance with Clause 47.1 is given by one party to the other party and to the Superintendent within 56 days after the date of service on that party of the notice pursuant to Clause 46.2(b).

47 DISPUTE RESOLUTION

47.1 Notice of Dispute

If a dispute between the Contractor and the Principal arises out of or in connection with the Contract, including a dispute concerning a direction given by the Superintendent, then either party shall deliver by hand or send by certified mail to the other party and to the Superintendent a notice of dispute in writing adequately identifying and providing details of the dispute.

Notwithstanding the existence of a dispute, the Principal and the Contractor shall continue to perform the Contract, and subject to Clause 44, the Contractor shall continue with the work under the Contract and the Principal and the Contractor shall continue to comply with Clause 42.1.

A claim in tort, under statute or for restitution based on unjust enrichment or for rectification or frustration, may be included in an arbitration.

47.2 Further Steps Required Before Proceedings

Alternative 1

Within 14 days after service of a notice of dispute, the parties shall confer at least once, and at the option of either party and provided the Superintendent so agrees, in the presence of the Superintendent, to attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on methods of resolving the dispute by other means. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute.

If the dispute has not been resolved within 28 days of service of the notice of dispute the parties agree that the dispute shall be referred to a mediator, mutually agreed between the parties of if the parties cannot agree on the identity of a mediator, a mediator appointed by the Institute of Arbitrators and the parties agree to participate in such mediation and be equally liable for the fees of the mediator and the mediation generally. If after the conclusion of the mediation or the mediator determines that the dispute cannot be resolved, the dispute shall be and is hereby referred to arbitration.

In the event that the dispute cannot be so resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration or litigation.
Alternative 2

A party served with a notice of dispute may give a written response to the notice to the other party and the Superintendent within 28 days of the receipt of the notice.

Within 42 days of the service on the Superintendent of a notice of dispute or within 14 days of the receipt by the Superintendent of the written response, whichever is the earlier, the Superintendent shall give to each party the Superintendent's written decision on the dispute, together with reasons for the decision.

If either party is dissatisfied with the decision of the Superintendent, or if the Superintendent fails to give a written decision on the dispute within the time required under Clause 47.2 the parties shall, within 14 days of the date of receipt of the decision, or within 14 days of the date upon which the decision should have been given by the Superintendent confer at least once to attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved or if at any time after the Superintendent has given a decision either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may, by notice in writing delivered by hand or sent by certified mail to the other party, refer such dispute to arbitration or litigation.

47.3 Arbitration

Arbitration shall be effected by a single arbitrator who shall be nominated by the person named in the Annexure, or if no person is named, by the Chairperson for the time being of the Chapter of the Institute of Arbitrators Australia in the State or Territory named in the Annexure. Such arbitration shall be held in the State or Territory stated in the Annexure.

Unless the parties agree in writing, any person agreed upon by the parties to resolve the dispute pursuant to Clause 47.2 shall not be appointed as an arbitrator, nor may that person be called as a witness by either party in any proceedings.

Notwithstanding Clause 42.9, the arbitrator may award whatever interest the arbitrator considers reasonable.

If one party has overpaid the other, whether pursuant to a Superintendent's certificate or not and whether under a mistake of law or fact, the arbitrator may order repayment together with interest.

47.4 Summary or Urgent Relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under Clause 42 or to seek urgent injunctive or declaratory relief in respect of a dispute under Clause 47 or any matter arising under the Contract.

48 WAIVER OF CONDITIONS

Except as provided at law or in equity or elsewhere in the Contract, none of the terms of the Contract shall be varied, waived, discharged or released, except with the prior consent in writing of the Principal in each instance.

49 NOISE, VIBRATION AND DUST ABATEMENT

49.1 The Contractor is solely responsible for the control of noise, vibration and dust caused by the execution of the Works. If so reasonably required by the Superintendent, the Contractor shall take steps to abate noise, vibration and dust, and
at all times comply with the conditions of and contained in the Development Approval and Construction Certificate issued by the independent certifier.

49.2 The Contractor shall take all reasonable steps to ensure that adjoining and neighbouring owners and occupiers are not disturbed by noise, vibration or dust from the carrying out of the Works.

49.3 The Contractor shall ensure that all of its subcontractors are aware of and comply with this requirement of this Clause

49.4 If any noise, vibration or dust encroachment is unacceptable to the Superintendent, the Superintendent shall give the Contractor written notice of same and the Contractor will take all reasonable and necessary measures at the Contractor’s cost and at the time or times required by the Superintendent to abate the noise, vibration or dust encroachment to a level so that the conditions of the Development Approval are complied with.

50. ACCESS TO ADJOINING PROPERTIES

By entering into this contract, the Contractor agrees that he will use his best endeavours to make arrangements for any access to or over or use of any adjoining or nearby site or property which he may require for any purpose so as to complete the Works. Without limiting the generality of the foregoing, the Contractor shall be required to obtain all necessary permission if he may be required to execute work upon the site from within the airspace of an adjoining site or property.”

51. SUBCONTRACT PRELIMINARIES AND OTHER ALLOWANCES

The Contractor shall ensure that all subcontractors into which it enters to which a provisional sum or prime cost item or items relate, shall not include any items of preliminaries or other allowances or any part thereof which had been included elsewhere in the contract sum.

52 CONDITION PRECEDENT TO EXTENSION OF TIME

Notwithstanding any provision herein relating to the Contractor’s entitlement to extensions of time, the Contractor shall not be entitled to any extension of time unless he shall have taken proper and reasonable steps both to preclude the occurrence of the cause of delay and/or to avoid or minimise the consequences thereof.

53. SIGNAGE

Neither the Contractor nor any of its subcontractors shall erect, affix or place on the site or hoarding surrounding the site or any part of the adjoining buildings or any crane overhanging the site any sign that has not previously been submitted to the Superintendent for his approval and that approval of the Superintendent has been given. The Superintendent shall not unreasonably withhold approval.

54. WORKPLACE HEALTH AND SAFETY

54.1 In carrying out the Works the Contractor will comply with:

(a) all provisions of the Occupational Health and Safety Act 2004 (VIC) (“the Act”) and the Regulations made thereto. Codes of Practice and Australian Standards that are relevant to the work; and

(b) the Superintendent’s directions in relation to all workplace health and safety issues (whether the Contractor is in breach of the Contract, the Act or its Regulations).
54.2 The Contractor accepts responsibility for compliance with the Act from the commencement of the Works until the expiry of the last defects liability period;

54.3 The Contractor accepts appointment as the Principal Contractor under the Act;

54.4 The Contractor shall attend to all applicable lodgements required and pay and indemnify, and keep indemnified, the Principal and its employees and agents against all fees, fines and other amounts becoming payable under or in connection with the Act, including in connection with its appointment as Principal Contractor.

54.5 The Contractor will take all reasonable steps to ensure that its employees, agents and subcontractors comply with Clause 55.1(a) above.

54.6 The Contractor will report any accidents, injuries, incidents or ‘near misses’ in respect of the works to the Superintendent.

54.7 The Contractor will not do anything which may place the Principal in breach of the laws and legal requirements, including the Act and its Regulations applying to the works.

54.8 The Contractor has, or will within 14 days after entering into this Contract, provide the Principal and the Superintendent with a copy of its Work Method Statement proposed for the performance of the work, a copy of which is attached as Annexure Part D.

55. ENVIRONMENT

(a) For the purposes of this clause:

‘Environment’ includes any aspect of the Site and the surroundings of the Site including:

(i) the physical characteristics such as the land the waters and the atmosphere;

(ii) the biological characteristics such as the animals, plants and other forms of life; or

(iii) the aesthetic characteristics such as their appearance, sounds, smells, tastes and textures;

‘Pollution’ includes any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Environment:

(i) unsafe or unfit for habitation or occupation by human beings or animals;

(ii) degraded in its capacity to support plant life;

(iii) contaminated; or

(iv) otherwise environmentally degraded.

(b) Except, and only to the extent permitted by the relevant municipal, public or statutory authority, the Contractor shall not cause Pollution to occur, obstruct or damage the Environment. The Contractor shall immediately remove and make good any Pollution to the Environment caused by the Contractor or by a subcontractor, employee or agent of the Contractor or as a consequence of or as an incident to the performance of the work under Contract.
In the event of the Contractor’s failure to comply with subparagraph (b) above, the Principal may have the remedial work carried out and the cost of so doing shall be a debt due by the Contractor to the Principal.

The Contractor shall take all possible precautions and avoid nuisance or trespass onto, or disturbance of, adjacent or adjoining properties to the Site, the occupiers thereof and the general public, caused by dust, debris, obstruction, vibration by workman or from any other cause whatsoever.

56. INDUSTRIAL RELATIONS
The Contractor shall:
(a) Ensure all employees (including employees of subcontractors) carrying out the works are employed in accordance with any applicable industrial legislative requirement, award or agreement;
(b) Actively manage and do all things necessary to avoid disputes or disturbance in industrial relations; and
(c) Upon request by the Principal or the Superintendent, consult fully with the Principal in connection with any actual or potential industrial dispute or disturbance.

57. BCV REQUIREMENTS

57.1 Provisions Subject to BCV Act
To the extent the Building Commission Victoria Building Act 1993 (“BCV Act”) applies to the Contract:
(a) the rights and obligations of the parties under the Contract are subject to the provisions of the BCV Act to the extent they apply;
(b) where there is any inconsistency between the Contract and the BCV Act, the BCV Act shall prevail to the extent necessary to avoid the inconsistency; and
(c) terms used in this clause and defined in the BCV Act, shall have the meaning given to them by the BCV Act.

57.2 Contractor’s Registration
The Contractor warrants it is currently registered under the BCV Act (under the registration number set out in the Formal Instrument of Agreement to carry out the Works.

57.3 Additional Security
Despite any other provision of the Contract, the parties agree that to the extent that:
(a) the BCV Act applies; and
(b) the Contract provides for the total of:
   (i) all retention amounts withheld by the Principal; and
   (ii) all securities held by the Principal,
   to exceed 2.5% of the contract price for the Contract (which under the BCV Act includes adjustments for variations) after practical completion has been reached.

The amounts of the excess does not relate to the need to correct defects identified in the defects liability period but instead to the recovery by the Principal of any other costs, damages, liabilities or other amounts which may become payable to the Principal by the
Contractor under or in connection with the Contract, the Contractor’s performance of the Contract or any breach of contract by the Contractor.

58 NO OBLIGATION WITHOUT NOTICE

Except where the Principal or the Superintendent is required under an express provision of this Agreement to give a notice within a stated period, the Principal, the Superintendent or any employee, consultant, or agent of the Principal, shall not be obliged to do any act, matter or thing by a particular date within a particular time unless:

(a) The Contractor has given notice or notices (as the case may be) and each and every respect in accordance with Clause 59 hereof; and

(b) The person to whom the notice referred to in Clause 58(a) was given has failed, within time limit prescribed by that notice to do such act, matter or thing,

and in the event the Principal shall not be obliged by any date prior to the expiry of the time specified in the notice referred to in Clause 59 to do any act, matter or thing specified in such notice.

59 NOTICE OF PRINCIPAL’S OBLIGATIONS

If the Contractor considers that the Principal, the Superintendent or any employee, consultant or agent of the Principal has any obligation (whether under this Agreement or otherwise) to do any act, matter or thing (including without limitation, to provide to the Contractor any document, drawing or instruction) by a particular date or within a period of time, the Contractor:

(a) may, not later than fourteen (14) days prior to that date or expiry of that time, give to the person said to have that obligation written notice which shall:

(i) be expressed to be given under this Clause 59;

(ii) state with particularity the alleged obligation to do the relevant act, matter or thing within fourteen (14) days of receipt by that person of such notice; and

(b) shall, in the event that the notice referred to in sub-paragraph (a) of this clause is given to a person other than the Superintendent, forthwith upon the giving of such notice give a copy thereof to the Superintendent.

60 CONTRACTOR’S WARRANTIES AND AGREEMENTS

In addition to the warranties given by the Contractor in the Formal Instrument of Agreement and the warranties implied by the Queensland Building and Service Authority Act 1999, the Contractor acknowledges, warrants and agrees:

(a) That he has fully appraised himself of all information made available to him, regarding the nature and extent of the works, including any of the Principal’s requirements concerning the use and occupation of the Site by the Principal;

(b) That he is an experienced Contractor of the type of works covered by this Agreement and has the ability to bring the project to Practical Completion by the dates stipulated in the Contract;

(c) That he has examined the several documents forming the Contract in detail prior to executing this Agreement and confirms that in his opinion there are no material discrepancies and agrees that he shall not be entitled to an extension of time or adjustment to the Contract Sum by reason of any such discrepancies;
(d) That he shall provide all necessary on-site and off-site personnel to administer, supervise, inspect, coordinate and conduct the execution of the Works and all activities connected with the completion of the Works;

(e) That he shall do all acts, matters and things necessary on his part to be done to ensure that such personnel are experienced and qualified for the task and, in particular, will ensure that such personnel have past experience in connection with such tasks;

(f) That the Works shall be executed with the highest standards of care, skill, competence and diligence and shall be suitable for their intended purpose;

(g) That the goods and materials to be supplied in connection with the execution of the Works shall be of high merchantable quality and shall be fit for the purpose for which they are intended;

(h) That the services rendered pursuant to this Contract shall be rendered with due diligence and integrity in a good and workmanlike manner and in accordance with the highest professional and ethical standards;

(i) That he shall perform all of his obligations hereunder in a sound and commercially reasonable manner with the standard of diligence and care normally employed by duly qualified persons in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken;

(j) That he shall do all co-operative acts necessary on his part to bring about the contractual result;

(k) That he is aware of the resource levels required to execute the Works in accordance with the Contract; and

(l) That he shall exert the fullest effort to execute the Works accordingly and shall cooperate in all respects with the Principal and the Superintendent in order to ensure that the Principal has conferred upon it the full benefit intended to be conferred by this Contract.

61 OBSTRUCTION OF THE SITE

The Contractor agrees and undertakes that none of its vehicles or the vehicles of its subcontractors, employees or agents shall obstruct the Site or be left or parked on the Site or the facilities left available for other occupiers or users of nearby sites, areas of land or dwellings or the Principal during the course of construction and shall confine each vehicle, delivery truck and other plant and equipment to the compound erected by the Contractor for the purposes of the performance of the Works. In accordance with this clause, the Contractor, as at the date signing this agreement shall have provided to the Superintendent a site plan indicating where site sheds are to be located, the parking areas to be occupied by the Contractor, its subcontractors, servants and agents or employees, the extent of the compound to be erected by the Contractor and the other established site facilities to be erected and created by the Contractor including the positioning of any major plant and the loading, unloading and storage of any material, plant, equipment or debris for the purpose of construction for the performance of the works.

62 SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but this Contract may be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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63 WAIVERS

No provision of this Contract shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is reduced to writing and is signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver given hereunder shall act as a waiver of any event not therein specifically waived unless such waiver specifically states that it is to be a continuing waiver.
ANNEXURE to the Australian Standard
General Conditions of Contract

PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

The law applicable is that of the State or Territory of: ...............................................................
(Clause 1)

Payments under the Contract shall be made at: ...............................................................
(Clause 1)

The Principal: ....................................................................................................................
(Clause 2)

The address of the Principal: ..................................................................................................

The Superintendent: ............................................................................................................
(Clause 2)

The address of the Superintendent: ..................................................................................

Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:
(Clause 3.3(b))......................................................................................................................

Bill of Quantities—the alternative applying: .................................................................
(Clause 4.1)

The time for lodgement of the priced copy of the Bill of Quantities: ...................................
(Clause 4.2)

Contractor shall provide security in the amount of: .............................................................
(Clause 5.2)

# Where there are Separable Portions, these items shall be deleted

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Principal shall provide security in the amount of:
(Clause 5.2)

The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:
(Clause 5.5)

The percentage to which the entitlement to security and retention moneys is reduced:
(Clause 5.7)

Interest on retention moneys and security—the alternative applying:
(Clause 5.9)

The number of copies to be supplied by the Principal:
(Clause 8.3)

The number of copies to be supplied by the Contractor:
(Clause 8.4)

The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies:
(Clause 8.4)

Work which cannot be subcontracted without approval:
(Clause 9.2)

The percentage for profit and attendance:
(Clause 11(b))

The amount or percentage for profit and attendance:
(Clause 11(c))

Insurance of the Works—the alternative applying:
(Clause 18)

The assessment for insurance purposes of the costs of demolition and removal of debris:
(Clause 18(ii))

The assessment for insurance purposes of consultants' fees:
(Clause 18(iii))

Where there are Separable Portions, these items shall be deleted
The value of materials to be supplied by the Principal: ............................................................... (Clause 18 (iv))

The additional amount or percentage: .................................................................................... (Clause 18(v))

Public Liability Insurance—the alternative applying: ............................................................... (Clause 19)

The amount of Public Liability Insurance shall be not less than: ........................................... (Clause 19)

The time for giving possession of the Site: ............................................................ (Clause 27.1)

# The Date for Practical Completion: .................................................................................. (Clause 35.2)

# Liquidated Damages per day: .......................................................................................... (Clause 35.6)

# Limit of Liquidated Damages: ......................................................................................... (Clause 35.7)

# Bonus per day for early Practical Completion: .................................................................. (Clause 35.8)

# Limit of bonus: ................................................................................................................. (Clause 35.8)

# Extra costs for Delay or Disruption: ................................................................................ Event (Clause 36)

# The Defects Liability Period: ........................................................................................... (Clause 37)

The Charge for overheads, profit, etc. for Daywork: ............................................................... (Clause 41(f))

# Where there are Separable Portions, these items shall be deleted
Times for Payment Claims:
(Clause 42.1)

Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works:
(Clause 42.1(ii))

Retention Moneys on:
(Clause 42.3)

(a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, ......% of the value until ......% of the Contract Sum is held;
(b) items on Site but not yet incorporated in the Works, ......%;
(c) items off Site but in Australia ......%;
(d) items not in Australia ......%;
(e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract ......%;

Unfixed Plant or Materials—the alternative applying:
(Clause 42.4)

The rate of interest on overdue payments:
(Clause 42.9)

The delay in giving possession of the Site which shall be a substantial breach:
(Clause 44.7)

The alternative required in proceeding with dispute resolution:
(Clause 47.2)

The person to nominate an arbitrator:
(Clause 47.3)

Location of arbitration:
(Clause 47.3)
### Separable Portions

1. Separable Portion: ...............................................................  

2. Contractor shall provide security in the amount of:  
   (Clause 5.2) ...............................................................  

   Principal shall provide security in the amount of:  
   (Clause 5.2) ...............................................................  

   The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:  
   (Clause 5.5) ...............................................................  

3. The Date for Practical Completion:  
   (Clause 35.2) ...............................................................  

4. Liquidated Damages per day:  
   (Clause 35.6) ...............................................................  

5. Limit of Liquidated Damages:  
   (Clause 35.7) ...............................................................  

6. Bonus per day for early Practical Completion:  
   (Clause 35.8) ...............................................................  

7. Limit of bonus:  
   (Clause 35.8) ...............................................................  

   Event  

8. Extra costs for Delay or Disruption:  
   (Clause 36) ...............................................................  

   ...............................................................  

9. Defects Liability Period:  
   (Clause 37) ...............................................................  

---

¶ Use this part of the Annexure where there are Separable Portions and ensure that the description of the Separable Portions covers all the work under the Contract. Make a separate column for each Separable Portion.
APPROVED FORM OF UNCONDITIONAL UNDERTAKING
(Clause 5.3)

At the request of .......................................................... (‘the Contractor’) and in consideration of .......................................................... (‘the Principal’) accepting this undertaking in respect of the contract for .................................................................................................................................
..................................................................................................................................................................................................................
.................................................................................................................................................................................................................. (‘the Financial Institution’) unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of $ ..........................................................................................................................
..................................................................................................................................................................................................................
The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

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

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of $ ..........................................................................................................................
..................................................................................................................................................................................................................
less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at ........................................................... this ........................................................ day of ............................................ 19........

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NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124—1992

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AUSTRALIAN STANDARD
GENERAL CONDITIONS OF TENDERING AND FORM OF TENDER

1. The documents, upon which the tenderer is to tender are:

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..................................................................................................................................................
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..................................................................................................................................................
..................................................................................................................................................
(They should be listed in each case. No general description suffices.)

2. Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information in a sealed envelope endorsed with the Contract number at the place and by the time stated in the invitation to tender.

3. The Principal is not bound to accept the lowest or any tender.
TENDER FORM

Name of person, firm or company tendering

USE BLOCK LETTERS

address

hereby tender(s) to perform the work for:

Description of works

......................................................................................................
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(Contract No. . . . . . . . . ) in accordance with the following Documents:

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List Documents

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No general description

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suffices

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When the tender documents provide that the tender is to a lump sum only; (2) does not apply.
When the tender documents provide that the tender is to be a Schedule of Rates only, (1) does not apply.
If the tenderer is a firm the full names of the individual members of the firm must be stated here.

When the tender documents provide that the tender is to a lump sum only; (2) does not apply.

1. For the lump sum of ................................................................. ($ ); and .................................................................

2. At the rates in the attached Schedule of Rates

If the tenderer is a firm the full names of the individual members of the firm must be stated here.

Insert date.

DATED this ................................................ day of . . . . . . . . 19. . . . .

......................................................................................................
Signature of Tenderer

COPYRIGHT
AGREEMENT made. . . . . . . . . . . . day of. . . . . . . . . . . 19. . .

BETWEEN ........................................................................................................................................................................
.................................................................................................................................................................................... (the Contractor)
AND .................................................................................................................................................................................... (the Principal)

IT IS AGREED that the annexed documents marked as follows:

TITLE MARK
Tender, dated ........................................................................................................................................................................
Letter of acceptance, dated ..................................................................................................................................................
(Agreement Signed and all pages initialled by parties)
Specification ............................................................................................................................................................................
Dwg Nos:
..........................................................................................................................................................................................
..........................................................................................................................................................................................
..........................................................................................................................................................................................
..........................................................................................................................................................................................

Other Documents:
..........................................................................................................................................................................................
..........................................................................................................................................................................................
(Use extra sheets if necessary to list all documents and drawings)

. . . . . . . . . shall together comprise the contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed by the Contractor ......................................................................................................................................................

Signed by the Principal ........................................................................................................................................................
Standards Australia

Standards Australia is an independent company, limited by guarantee, which prepares and publishes most of the voluntary technical and commercial standards used in Australia. These standards are developed through an open process of consultation and consensus, in which all interested parties are invited to participate. Through a Memorandum of Understanding with the Commonwealth government, Standards Australia is recognized as Australia’s peak national standards body.

Australian Standards

Australian Standards are prepared by committees of experts from industry, governments, consumers and other relevant sectors. The requirements or recommendations contained in published Standards are a consensus of the views of representative interests and also take account of comments received from other sources. They reflect the latest scientific and industry experience. Australian Standards are kept under continuous review after publication and are updated regularly to take account of changing technology.

International Involvement

Standards Australia is responsible for ensuring that the Australian viewpoint is considered in the formulation of international Standards and that the latest international experience is incorporated in national Standards. This role is vital in assisting local industry to compete in international markets. Standards Australia represents Australia at both ISO (The International Organization for Standardization) and the International Electrotechnical Commission (IEC).

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www.standards.com.au
CONTRACT 559-04A

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL – BACCHUS MARSH
GRIFFITH STREET, WEST MADDINGLY

SPECIFICATION
SCOPE OF WORKS

The works to be executed under this contract entails all items shown on the Coughlan Civil drawings listed on the Tender Form, to the standard shown on those drawings, in accordance with the Infrastructure Design Manual as it applies to the Moorabool Shire Council, and in accordance with, but not limited to, the following standard VicRoads sections.

GENERAL

160 Construction - General
165 Procurement of Road making Materials
166 Traffic Management
173 Examination and Testing of Materials and Work (Roadworks)

FORMATION

201 Site Clearing
204 Earthworks

FLEXIBLE PAVEMENTS

304 Flexible Pavement Construction

ASPHALT AND SURFACE TREATMENTS

408 Priming, Primersealing and Sealing

INCIDENTAL CONSTRUCTION

701 Underground Stormwater Drains
705 Drainage Pits
706 Installation of Utility Services within Road Reserves
710 Fixing Raised Pavement Markers
714 Erection of Signs
720 Landscape Works
733 Service Ducts, Conduits and Pits

MATERIALS

801 Source Rock for the Production of Crushed Rock and Aggregates
811 Gravel, Sand and soft or ripped rock for base and subbase pavement
812 Crushed Rock and Plant Mixed wet-Mix Crushed Rock for Base and Subbase Pavement
853 Hot Melt Bitumen Adhesive for Raised pavement Marker Installation
860 Manufacture of Road Signs
CONSTRUCTION - GENERAL

160.C4 Superintendent Representative’s Site Office
Delete this clause.

160.C9 Project Information Signs
Delete this clause

160.D1 Construction Program
This clause is deleted. Refer to Clause 33.2 in the General Conditions of Contract.

160.E9 Adverse Weather Conditions
Replace references to “Vicroads” with “development”

160.D2 Adverse Weather Conditions
Delete the second and third paragraphs.

SITE CLEARING

201.03 Limits of Work
Delete sub-clauses (a) and (b).

201.10 Protection and Removal of Existing Vegetation
Add to sub-clause (a) the following: The Contractor shall not remove any tree or undergrowth that is not shown on the approved construction drawings without prior written approval from the Superintendent.
## 204 EARTHWORKS

### 204.19 Schedule of Details

#### Table 204.191

<table>
<thead>
<tr>
<th>Location and Use of Type A Fill</th>
<th>CBR (min)</th>
<th>Swell (max)</th>
<th>Permeability (max) cm/sec</th>
<th>Limits of Grading (% passing) After Compaction Sieve Size AS (mm)</th>
<th>Plasticity Index x % passing 0.425 mm after Compaction (max)</th>
<th>Plasticity Index (max) after Compaction</th>
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</thead>
<tbody>
<tr>
<td>Capping Layer Fill</td>
<td>10</td>
<td>2.5</td>
<td>5 x 10^{-7}</td>
<td>75.0 37.5 4.75 0.425 0.075</td>
<td>80-100 80-100 600</td>
<td>20</td>
</tr>
<tr>
<td>Verge Material</td>
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<td>1.0</td>
<td>5 x 10^{-6}</td>
<td></td>
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<tr>
<td>Select Subgrade Fill</td>
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<td>5 x 10^{-6}</td>
<td></td>
<td>80-100 80-100 600</td>
<td>20</td>
</tr>
</tbody>
</table>

Type B fill shall have a minimum lab-soaked CBR of 7%.

Compaction Scale B shall be used for the Testing and Acceptance of Compaction (clause 204.13 Table 204.131) of all roadworks.

## 304 FLEXIBLE PAVEMENT CONSTRUCTION

### 304.10 Grading of Pavement Material after Compaction

#### Table 304.103

<table>
<thead>
<tr>
<th>Sieve Size (mm)</th>
<th>Permitted Grading After Compaction (% Passing)</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>53.0</td>
<td>100</td>
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<td>37.5</td>
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<td>26.5</td>
<td>86-95</td>
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<td>2.36</td>
<td>25-46</td>
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<td>0.425</td>
<td>10-26</td>
</tr>
<tr>
<td>0.075</td>
<td>4-17</td>
</tr>
</tbody>
</table>
304.11 Schedule of Details

Compaction Scale B shall be used for the Testing and Acceptance of Compaction (Clause 304.07(a)) of the sub-base, as nominated by the Superintendent.

Compaction Scale A shall be used for the Testing and Acceptance of Compaction (Clause 304.07(a)) of the base, as nominated by the Superintendent.

408 PRIMING, PRIMERSEALING AND SEALING

408.15 Schedule of Details
Refer to drawings, Australian Standards and manufacturer’s recommendations.

702 SUBSURFACE DRAINAGE

702.12 Schedule of Details
Refer to drawings.

703 CAST-IN-PLACE CONCRETE EDGINGS, PATHS AND OTHER SURFACINGS

703.04 Setting Out
Strike out sub-clause (b).

703.08 Bedding Preparation
Strike out sub-clause (a).

706 INSTALLATION OF UTILITY SERVICES WITHIN ROAD RESERVES

706.13 Schedule of Details
Refer to drawings and service authority requirements.

722 PAINTED PAVEMENT MARKINGS - NEW INSTALLATIONS

722.02 Standards
Items (a), (b) and (c) apply.

722.04 Materials
Delete items (i), (ii) and (iii).

722.06 Layout of Markings
Delete item (a).
812 CRUSHED ROCK AND PLANT MIXED WET-MIX CRUSHED ROCK FOR BASE AND SUBBASE PAVEMENT

812.05 Product
In sub-clause 812.05(b), the maximum permeability for Class 2 Base and Class 3 Subbase material shall be $5 \times 10^{-6}$ cm/sec.

STANDARD DRAWINGS

The following standard drawings form part of this specification.

a) Vic Roads Standard Drawings
b) Infrastructure Design Manual as adopted by Moorabool Shire Council
c) WSA 02-2002 Sewerage Code of Australia (MRWA Edition)
d) WSA 03-2002 Water Code of Australia (MRWA Edition)
CONTRACT 559-04

CONSTRUCTION OF STAGE 4A AND STAGE 4B CIVIL WORKS

AT

STONEHILL – BACCHUS MARSH
GRIFFITH STREET, WEST MADDINGLY

DRAWINGS
### STAGE 4A ROAD AND DRAINAGE

<table>
<thead>
<tr>
<th>PLAN TITLE</th>
<th>REF NUMBER</th>
<th>REV</th>
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<tbody>
<tr>
<td>LOCALITY PLAN &amp; GENERAL NOTES</td>
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<tr>
<td>GENERAL ARRANGEMENT</td>
<td>559RD-04A-02</td>
<td>D</td>
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<tr>
<td>ROAD AND DRAINAGE LAYOUT PLAN</td>
<td>559RD-04A-03</td>
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<tr>
<td>EARTHWORKS LAYOUT PLAN</td>
<td>559RD-04A-04</td>
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<tr>
<td>RETAINING WALLS LONG SECTIONS</td>
<td>559RD-04A-05</td>
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<td>STORMWATER DRAINAGE 20% AEP &amp;1% AEP DATA</td>
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<td>CONDUIT PLAN</td>
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### STAGE 4A SEWER AND WATER

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