

Formal Instrument of Agreement

BETWEEN



(“Principal”)

AND

**Alder Constructions Pty Ltd (ACN 106 657
470)**

(“Contractor”)

Formal Instrument of Agreement

Incorporating General Conditions of Contract AS4300 -1995 as amended

This agreement is
made _____ 2024

BETWEEN

[REDACTED]

(“Principal”)

Alder Constructions Pty Ltd (ACN 106 657 470)
of 116 Siganto Drive, Helensvale QLD 4212

(“Contractor”)

WHEREAS

- A** The Contractor is experienced in the construction of high quality architecturally designed dwellings constructed to the highest standard and quality and to a similar level of quality and appearance as other dwellings near and surrounding the Site.
- B** The Principal wishes to engage the Contractor to perform the work under the Contract (as defined in this Contract) and the Contractor wishes to accept that engagement in accordance with the terms of this Contract.

NOW THIS AGREEMENT WITNESSES THAT

1 Interpretation

- 1.1 In this agreement, words and expressions have the same meanings as are respectively assigned to them in the General Conditions of Contract.
- 1.2 Headings are for reference only and do not form part of this deed.

2 Payment

- 2.1 The Contractor shall perform the work under the Contract in accordance with the Contract.
- 2.2 The Principal shall pay the Contractor a lump sum amount of \$16,134,883.00 (excluding GST), as provided for in this Contract, for the due and proper performance of the work under the Contract in accordance with this Contract.
- 2.3 The terms of the Contract apply to all of the Work under the Contract even if it was performed prior to the date of execution of this Formal Instrument of Agreement.
- 2.4 Any payment made to the Contractor by the Principal prior to the date of execution of this Formal Instrument of Agreement will be treated as a payment under the Contract and will discharge the Principal's obligation to pay the Contract Sum to the extent of the payment.

3 Contract Documents

- 3.1 The Contract comprises the following documents:
- (a) this Formal Instrument of Agreement;

- (b) Annexure Part A;
- (c) Annexure Part L;
- (d) the General Conditions;
- (e) the Principal's Project Requirements (Annexure Part F);
- (f) the Preliminary Design (Annexure Part F);
- (g) the Provisional Items (Annexure Part H);
- (h) the Contractor's Program (Annexure Part M);
- (i) the further documents annexed to or expressly incorporated by reference in the Annexures to the General Conditions.

3.2 The Contract documents are complementary. In the event of any ambiguity, conflict, discrepancy or inconsistency between the documents comprising the Contract, unless otherwise directed by the Superintendent under clause 8.1 of the General Conditions, the Contract documents shall, subject to clause 8.13, take precedence in the order set out in clause 3.1 above.

4 General

4.1 Amendments

No modification, alteration of or addition to the Contract shall be binding on the parties unless it is in writing and signed or acknowledged by an authorised person on behalf of each of the parties.

4.2 Costs

Each party shall bear its own legal costs and disbursements in relation to the negotiation, preparation and execution of the Contract.

4.3 Relationship between parties

The parties acknowledge and agree that the Contract and the performance of the Contract does not represent or imply a partnership, agency, fiduciary relationship, employment relationship, joint venture, distribution or any other category of commercial or personal relationship between the parties recognised at law or in equity as giving rise to forms of specific rights and obligations.

4.4 Severability

- (a) Any provision of, or a right or remedy arising under, the Contract which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction only to the extent of that prohibition or unenforceability.
- (b) If any provision of the Contract is unenforceable in any jurisdiction, it does not affect the enforceability of that provision in any other jurisdiction or the enforceability of the remaining provisions in any jurisdiction.

4.5 Counterparts

The Contract may be signed in any number of counterparts with the same effect as if the separate signatures or executions were on the same agreement.

4.6 Further assurance

Each party to the Contract from time to time and at all times either before or after the date of the Contract, at the cost and expense of that party, must make do and execute or cause to be made done or executed all such acts instruments assurances and writings as may be necessary or desirable to perfect or give effect to the provisions of the Contract.

4.7 Strict compliance

In the absence of an express provision to the contrary, failure or omission by a party to the Contract at any time to enforce or require strict or timely compliance with any provision of the Contract or any related document shall not impair the ability of that party to exercise the rights and remedies it otherwise has in respect of a breach of any such provision.

4.8 Joint and several liability

If either party to the Contract constitutes two or more persons, then they shall be bound jointly and severally.

4.9 Entire agreement

The Contract constitutes the entire agreement between the parties and sets out a full statement of the contractual rights and liabilities of the Principal and the Contractor in relation to the works under the Contract and no negotiations between them nor any documents agreed or signed by them prior to the date of this Contract in relation to the works under the Contract have any contractual effect.

4.10 Governing law and jurisdiction

The Contract is governed by the laws in force in the jurisdiction set out in the Annexure and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

Signing Page

EXECUTED by the parties as a deed.

EXECUTED by [REDACTED] [REDACTED] [REDACTED])
[REDACTED] [REDACTED] [REDACTED] in accordance with s.127 of)
the Corporations Act 2001:)

[REDACTED]

Signature of Director

[REDACTED]

Signature of Director / Secretary
(please delete as applicable)

[REDACTED]

Name of Director
(please print)

[REDACTED]

..Name of Director / Secretary
(please print)

EXECUTED by Alder Constructions Pty Ltd)
(ACN 106 657 470))
in accordance with s.127 of the Corporations Act)
2001:

[REDACTED]

Signature of Director

[REDACTED]

Signature of Director / Secretary
(please delete as applicable)

[REDACTED]

Name of Director
(please print)

[REDACTED]

..Name of Director / Secretary
(please print)

Australian Standard™

**Amended general conditions of contract
for design and construct**

First published as AS 4300—1995.
Incorporating Amendment No. 1 (October 2000).

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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee on General Conditions of Contract and issued as an Australian Standard.

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.

This Standard covers the following types of project procurement methods—

- (a) Design and Construct Contract.
- (b) Design Development and Construct Contract.
- (c) Design, Novate and Construct Contract.

If the project procurement method chosen by the Principal is:

- (i) *Design and construct*—the Principal would provide the Principal's Project Requirements, would not normally provide a detailed Preliminary Design and would not require Novation of any subcontractors (including consultants);
- (ii) *Design development and construct*—the Principal would provide the Principal's Project Requirements, would always provide a Preliminary Design and accordingly would complete Annexure Part A Items 10 and 11;
- (iii) *Design, novate and construct*—the Principal would provide the Principal's Project Requirements, would always provide a Preliminary Design, would complete Annexure Part A Items 10 and 11 and would complete Annexure Part A Item 24 stating which subcontractors (including consultants) or Selected Subcontractors are to be novated to the Contractor.

This Standard is part of the suite of contracts based on AS 2124—1992 *General conditions of contract*.

AS 4301—1995 *General condition of tendering and tender form for design and construct contract* and AS 4302—1995 *Form of formal instrument of agreement for design and construct contract* should be used with this Contract.

WARNINGS:

- 1 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 work under the Subcontract) and 19 (Public Liability Insurance).

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

- 2 Where the Principal effects insurance policies under Clause 18 or 19, copies of such policies should be made available to tenderers at the time of tender.**
- 3 For the purposes of Clause 30.2, the inclusion of Quality Assurance requirements in a contract will require detailed clauses in the Contract which have regard to the Quality Standard selected for the work.**

- 4 Principals should ensure that their specific requirements are fully and completely incorporated in the ‘Principal’s Project Requirements’ obtaining specialist advice if necessary. Where a Contractor provides a proposed design as part of its tender the parties should give consideration to whether that design should form part of the Preliminary Design.**
- 5 Clauses which are prefixed by a dagger symbol (†) require the parties to indicate in the Annexure whether the particular Clause is applicable or not applicable. If words in an Annexure item are prefixed with a dagger symbol (†), the parties are required to delete the words which do not apply, as appropriate. Note Clause 1 which provides that if no deletion is made, the particular Clause applies.**
- 6 Items in Annexure Part A which are marked with a hash symbol (#) indicate that these items are to be deleted where the Contract provides for Separable Portions. If so, the items marked with a hash symbol (#) are to be deleted in Annexure Part A and that part of Annexure Part A entitled Separable Portion is to be completed for each Separable Portion.**
- 7 Clauses which are prefixed by an asterisk symbol (*) may be omitted without making consequential amendments to these General Conditions of Contract.**

A1

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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STANDARDS AUSTRALIA

Australian Standard

General conditions of contract for design and construct

1 CONSTRUCTION OF CONTRACT

The law governing the Contract, its interpretation and any agreement to arbitrate is the law of the State or Territory stated in Annexure Part A item applicable to Clause 1, or if the State or Territory is not stated, the law of the State or Territory where the Site is located.

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

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

If in the Annexure item relevant to a Clause prefixed with a dagger symbol (†), neither of the expressions † Applicable, † Not Applicable are deleted, the Clause shall apply.

If pursuant to Annexure Part B to these General Conditions of Contract, Clauses or parts of Clauses in these General Conditions are deleted from the Contract, this Contract shall be read and construed as though the Clause or part of the Clause has been deleted whether or not that particular Clause or part of the Clause has been struck from these General Conditions.

2 INTERPRETATION

In the Contract, except where the context otherwise requires—

‘Accepted Construction Cost Saving’ means the acceptance of the Principal referred to in Clause 51;

‘Adjoining Owner’ means any owner or occupier of any properties adjoining or in the vicinity of the Site;

‘Authorities’ means all statutory or government authorities having jurisdiction over any part of the Works and including any private building surveyor appointed by the Principal or the Contractor;

‘Business Day’ means a day that is not —

- (a) a Saturday; or
- (b) a public holiday, special holiday or bank holiday in the place in the Gold Coast, Queensland; or
- (c) a day in the period from 22 December in a particular year to 10 January in the following year, both days inclusive.

‘Capital Funding Agreement’ means the capital funding agreement entered into by the Principal and the State of Queensland through the Department of Communities, Housing and Digital Economy on or around 29 April 2023 and includes all documents annexed to or

incorporated by reference in the Capital Funding Agreement, including, without limitation, the ‘Delivery Kit’;

‘Certificate of Practical Completion’ means the certificate referred to in Clause 42.3;

‘Claim’ includes any claim, action, judgment, mediation, proceeding, suit, cause of action, defence, setoff or demand (including any claim for time or cost);

‘Construction Cost Saving’ means a change to the work under the Contract to achieve a cost saving;

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

‘Consultant’ means any person engaged by the Contractor to perform consultancy services in connection with the work under the Contract and includes any consultant of the Principal whose prior contract is novated to the Contractor under Clause 10;

‘Contract’ means the agreement between the Principal and the Contractor;

‘Contract of Sale’ means the standard form of the contract of sale in the form annexed in Annexure Part I that has been or will be entered into by the Principal for the sale of apartments to be constructed as part of the Works;

‘Contract Sum’ means the contract sum set out in the Formal Instrument of Agreement as may be adjusted in accordance with the Contract

‘Contractor’ means the person bound to execute the work under the Contract;

‘Contractor’s Design Obligations’ means all tasks necessary to design and specify the Works required by the Contract, including preparation of the Design Documents and, if the documents stated in Annexure Part A as describing the Principal’s Project Requirements include a Preliminary Design, developing the Preliminary Design;

‘Contractor’s Personnel’ means all employees, directors, officers, subcontractors, consultants, volunteers and invitees of the Contractor and includes all of the Contractor’s Workers and any other party under the Contractor’s control;

‘Contractor’s Program’ means the construction program set out in Annexure Part M as updated in accordance with clause 33 (Progress and programming of the Works);

‘Corporations Act’ means the Corporations Act 2001 (Cth);

‘Date for Practical Completion’ means—

- (a) where Annexure Part A provides a date for Practical Completion, the date; or
- (b) where Annexure Part A 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 mediation or litigation, it means the date resulting therefrom;

‘Date of Contract’ means the date when the Formal Instrument of Agreement has been signed by both parties;

‘Date of Practical Completion’ means—

- (a) the date certified by the Superintendent in a Certificate of Practical Completion to be the date upon which Practical Completion was reached; or
- (b) where another date is agreed or determined in any mediation or litigation as the date upon which Practical Completion was reached, that other date;

‘day’ means calendar day;

‘Defects’ has the meaning in clause 30.3;

‘Defects Liability Period’ means the period referred to in Clause 37;

‘Design Documents’ means the drawings, specifications and other information, samples, models, patterns and the like required by the Contract and created (and including, where the context so requires, those to be created by the Contractor) for the construction of the Works;

‘Development’ means the construction of 30 affordable housing dwellings in accordance with the Principal’s Project Requirements;

‘direction’ includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;

‘Discrepancy’ has the meaning in clause 8.1 (Discrepancies);

‘Excepted Risk’ means any of the risks referred to in Clause 16.3;

‘Extended Defects Liability Period’ means the period referred to in Clause 37;

‘Final Certificate’ means a certificate issued by the Superintendent to the Principal and to the Contractor pursuant to Clause 42.6;

‘Final Payment Claim’ means the final payment claim referred to in Clause 42;

‘Financier’ means any one or more entities providing the Principal with debt, equity, grant or any other type of funding to fund the Development, including the payment of the Contractor under this Contract;

‘Good Design and Construction Practices’ means practices followed when work is undertaken:

- (a) in a proper and workmanlike manner;
- (b) with due care and skill in applying nationally accepted urban design, building design, engineering, construction and management practices, standards and procedures;
- (c) relevant quality assurance systems;
- (d) all applicable state, national and international codes and standards including any standards issued by Australian Standards and all Legislative Requirements;
- (e) use of materials of merchantable quality which are fit for their intended purpose;
- (f) use of suitably qualified, accredited and experienced personnel; and
- (g) use of appropriate plant and equipment;

‘GST’ means GST as defined in the GST Act and includes any replacement or subsequent similar tax;

‘GST Act’ means A New Tax System (Goods and Services Tax) Act (Cth) 1999;

‘Inclement weather’ means:

- (a) either, or a combination of, precipitation, hail or lightning occurring on the site which results in *works under the Contract* becoming unsafe; or
- (b) wind conditions which prevent the safe operation of a tower crane, elevated work platform, boom lift or similar equipment on site;

‘Housing Design – Minimum Standard for Social and Affordable Housing’ means the design and construction requirements of the Principal or Director of Housing (as may be amended from time to time) for the residential dwellings on this site.

‘Government Agency’ means any government or public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a minister of the Crown (in any right) and any person, body, entity or authority exercising a power under an Act of Parliament;

‘industrial conditions’ means industrial disputes widespread in the Gold Coast CBD and/or metropolitan area that affect the Site and are not specific to, directed at or caused or contributed to by the Contractor or any related body corporate of the Contractor or any employee, subcontractor or agent of any of them;

‘Intellectual Property Rights’ means

- (a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications);
- (b) all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and know-how; and
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

‘Latent Condition’ means any of the conditions referred to in Clause 12.1;

‘Legislative Requirements’ includes—

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the work under the Contract or any part thereof is being carried out;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the work under the Contract including the Asbestos Management and Control Policy for Queensland Government Buildings; and
- (c) requirements of Government Agencies; and
- (d) fees and charges payable in connection with the foregoing;

‘Loss’ means any loss, cost, expense, damage, liability, damages or exposure of any type and however arising incurred by a party including legal costs and expenses on a full indemnity basis, direct, indirect loss, liability to third parties, loss of revenue and loss of profit;

‘month’ means calendar month;

‘Occupancy Approvals’ means the certificate of classification issued by the Project Building Certifier;

‘person’ includes a firm or body corporate or unincorporate or an individual;

‘PPSA’ means the Personal Property Securities Act 2009 (Cth) and any regulations made under that legislation;

‘PPSA Security Interest’ has the meaning given to that term in the PPSA;

‘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 stated purpose;
- (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;
- (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;
- (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; and
- (d) the Contractor has obtained and delivered to the Principal all Occupancy Approvals for all dwellings forming part of the Development;

‘Preliminary Design’ means any preliminary design of the Works included in the documents stated in Annexure Part A as describing the Principal’s Project Requirements;

‘Principal’ means the Principal stated in Annexure Part A;

‘Principal’s Agents’ means:

- (a) each officer and employee of the Principal; and
- (b) each agent and contractor of the Principal engaged in any activity related to the Principal’s obligations under this Agreement, and Principal’s Agent means any of them. For the avoidance of doubt, a Principal’s Agent does not include the Contractor or any of the Contractor’s Personnel;

‘Principal’s Project Requirements’ means the written summary or outline of the Principal’s requirements for the Works described in the documents stated in Annexure Part A and—

- (a) shall include the stated purpose for which the Works are intended;
- (b) may include the Principal’s design, timing and cost objectives for the Works; and
- (c) where stated in Annexure Part A, shall include a Preliminary Design;

‘Project’ means the design and construction of 30 new social housing dwellings at 1990 Gold Coast Highway, Miami, Queensland;

‘Project Building Certifier’ means the Building Certifier authorised by the Government Agency to approved occupancy;

‘Project Trust’ has the meaning given to that term in the Security of Payment Act;

‘Project Trust Account’ has the meaning given to that term in the Security of Payment Act;

‘Provisional Items’ means the items of work agreed between the parties as being subject to a Provisional Sum as set out in Annexure Part H;

‘provisional sum’ includes monetary sum, contingency sum and prime cost item;

‘public liability policy’ means a policy of insurance taken out pursuant to Clause 19;

‘QBCC Act’ means the Queensland Building and Construction Commission Act 1991 (Qld)

‘Retention Trust Account’ has the meaning given to that term in the Security of Payment Act;

‘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;

‘Security of Payment Act’ means the Building Industry Fairness (Security of Payment) Act 2017 (Qld);

‘Selected Subcontract Work’ means that work or the supply of those items subcontracted to a Selected Subcontractor pursuant to Clause 9.4;

‘Selected Subcontractor’ means a subcontractor carrying out Selected Subcontract Work;

‘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 land situated at [REDACTED];

‘subcontractor’ in Clauses 9, 10 and 11(b) includes Consultant;

‘Superintendent’ means the person stated in Annexure Part A 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 by the Superintendent pursuant to Clause 24;

‘survey mark’ in Clause 28, means a survey peg, benchmark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Contract;

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

‘test’ in Clause 31, includes examine and measure;

‘WHS’ Requirements means all Legislative Requirements relating to work health and safety matters;

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

‘Worker’ means a person who carries out work in any capacity for a person conducting a business or undertaking (including for the Contractor), including work as:

- (a) an employee;
- (b) a contractor or subcontractor;
- (c) an employee of a contractor or subcontractor;
- (d) an employee of a labour hire company who has been assigned to work in the person’s business or undertaking;
- (e) an outworker;
- (f) an apprentice or trainee;
- (g) a student gaining work experience;
- (h) a person of a prescribed class;
- (i) a volunteer; or

(j) an agent.

The person conducting the business or undertaking is also a ‘Worker’ if the person is an individual who carries out work in that business or undertaking;

‘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.

The clause headings and sub-clause headings in these General Conditions of Contract shall not form part of these 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.

If the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by the Contract, falls on a Saturday, Sunday or Statutory or Public Holiday, then the time for giving the notice, issuing the certificate, making the payment or doing the other act shall be deemed to be on the day next following which is not a Saturday, Sunday or Statutory or Public Holiday.

3 NATURE OF CONTRACT

3.1 Performance and Payment

The Contractor shall execute and complete the work under the Contract in accordance with the requirements of the Contract.

The Principal shall pay the

Contractor the Contract Sum as

adjusted by any additions or deductions made pursuant to the Contract.

3.2 Not Used

3.3 Not Used

4 WARRANTIES

4.1 Contractor’s Warranties

Without limiting the generality of Clause 3.1, the Contractor warrants to the Principal that the Contractor—

- (a) at all times shall be suitably qualified and experienced, and shall exercise due skill, care, diligence and Good Design and Construction Practice in the execution and completion of the work under the Contract;
- (b) subject to Clause 9, shall engage and retain the Consultants identified in the Contractor’s tender and who are suitably qualified and experienced;
- (c) has examined and carefully checked any Preliminary Design included in the Principal’s Project Requirements and that such Preliminary Design is suitable, appropriate and adequate for the purpose stated in the Principal’s Project Requirements;

- (d) will ensure that all materials to be supplied by the Contractor for use in the Works will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
- (e) will carry out the Works in accordance with, and will comply with, all Legislative Requirements and the requirements outlined in Annexure Part L;
- (f) has calculated any provisional sum with reasonable care and skill taking into account all of the information reasonably available at the date of the Contract including the name and location of the Site;
- (g) shall execute and complete the Contractor's Design Obligations and produce the Design Documents to accord with the Principal's Project Requirements and, if Clause 10 applies, accept the novation and retain the Consultants for any work the subject of a prior contract with the Principal;
- (h) will obtain all Approvals required for the Project unless otherwise directed by the Principal or Superintendent;
- (i) carry out or ensure the carrying out of cost effective and efficient procurement and building methods and designs to achieve value for money without compromising Good Design and Construction Practice; and
- (j) shall execute and complete the work under the Contract in accordance with the Design Documents so that the Works, when completed, shall—
 - (i) be fit for the purposes of social housing in accordance with the Housing Design – Minimum Standard for Social and Affordable Housing; and
 - (ii) comply with all the requirements of the Contract and all Legislative Requirements.

4.2 Warranties Unaffected

The Contractor acknowledges that the warranties in Clause 4.1 and the Contractor's Design Obligations shall remain unaffected notwithstanding—

- (a) that design work (including the Preliminary Design) has been carried out by or on behalf of the Principal and included in the Principal's Project Requirements;
- (b) that the Contractor has entered into a novation of any prior contract between the Principal and a consultant of the Principal under Clause 10 and thereafter has retained that consultant in connection with the work under the Contract;
- (c) any receipt or review of, or comment or direction on, the Design Documents by the Superintendent; and
- (d) any variation under Clause 40.

4.3 Non-reliance

Except as to the extent the Principal's Project Requirements provides information with respect to work under the Contract, the Contractor warrants that:

- (a) it did not in any way rely upon:
 - (i) any information, data, representation, statement or document made or provided to the Contractor by the Principal or anyone on behalf of the Principal; or
 - (ii) the accuracy or adequacy of any such information, data, representations, statement or document,

prior to or at the time of entering into the Contract, except to the extent that any such information, data, representation, statement or document forms part of the Contract; and

- (b) it enters into the Contract based on its own investigations, interpretations, deductions, information and determinations.

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 Annexure Part A that a party shall provide security, then the party shall provide security in the amount stated in Annexure Part A and in accordance with Clause 5.

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 unconditional undertaking in the form of Annexure Part C 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 Provision of Security

Security shall, as a condition precedent to payment by the Principal to the Contractor and any Claim by the Contractor under the Contract, be provided within 10 Business Days of the Date of Contract or such later time as agreed by the Principal in writing, provided the Contractor shall not have access to the Site to commence Works under clause 27.1 until the Security has been provided .

5.5 Retention Moneys

Any retention shall be in accordance with Clause 42.1 and Item 15 of Annexure Part A.

5.6 Recourse to retention moneys and conversion of Security

- (a) The Principal may have recourse to security, retention moneys or both, and may convert into money security that does not consist of money, where the Principal is entitled to payment of money from the Contractor under or otherwise arising out of the Contract, provided the Principal remains unpaid after the time for payment and at least the period stated in Annexure Part A, or if no period is stated 5 days, has expired since the Principal notified the Contractor of its intention to have recourse to the security and the Principal has complied with the relevant provisions of the QBCC Act.

- (b) Where the Principal has recourse to the security under this Contract, the Contractor must maintain the security until it is released by the Principal and must not commence any proceedings, exercise any rights or take any steps whatsoever to prevent or restrain the issuer of any security from making payment to the Principal or to prevent or restrain the Principal from having recourse to the security.

5.7 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.

*** 5.8 Reduction of Security and Retention Moneys**

Upon the 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 Annexure Part A or, if no percentage is stated, to 50 per cent thereof.

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

If at any time after Practical Completion the Superintendent is of the opinion that 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 release security and retention moneys in excess of the entitlement within 14 days of the entitlement being so reduced.

The Contractor shall release security in excess of the entitlement within 14 days of the entitlement being so reduced.

5.9 Release of Security and Retention Moneys

If the Contractor has provided security, retention moneys or both, then the Principal shall release them when required by Clause 42.6. If the Contractor has provided additional security for any item of unfixed plant and materials pursuant to Clause 42.2, the Principal shall release that additional security within 14 days of the incorporation into the Works of the unfixed plant or materials.

If the Principal has provided security, then, when the Contractor has been paid all moneys finally due to the Contractor on any account whatsoever (whether in connection with the Contract or otherwise) the Contractor shall release the security provided by the Principal.

5.10 Holding of and Interest on Cash Security and Retention Moneys

Alternative 1

A party holding cash security, retention moneys or both 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 cash security provided by the Contractor and on retention moneys belongs to the Contractor. Interest earned on cash security provided by the Principal belongs to the Principal.

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

Alternative 2

A party holding cash security or retention moneys shall own any interest earned on the cash security or retention moneys. Except where cash security or retention moneys are held by a government department or agency or a municipal, public or statutory authority, cash security or retention moneys 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.

5.11 Not Used

6 Not Used

7 SERVICE OF NOTICES

- (a) A notice (and other documents) shall be deemed to have been given and received:
 - (i) if addressed or delivered to the relevant address or email address in the Contract or as notified as a change for the purposes of serving of notices; and
 - (ii) on the earliest date of:
 - (A) actual receipt;
 - (B) the time shown as sent in the sender's email as the time that the whole email was sent, provided that the sending party's electronic equipment reports that the email has been sent and the sender does not receive a delivery failure notice; or
 - (C) 7 Business Days after posting (if sent by mail within Australia) or 10 Business Days after posting (if sent by mail to or from a place outside Australia).
- (b) If a notice (or any other documents) is received after 5pm in the place of receipt or on a non-Business Day, they are taken to be received at 9am on the next Business Day.

8 CONTRACT DOCUMENTS

8.1 Discrepancies

Subject to clause 8.13, the order of precedence of the documents comprising the Contract will be as set out in the Formal Instrument of Agreement, except that in the event of any ambiguity, discrepancy or inconsistency (together 'Discrepancy') between or within the Principal's Project Requirements or Preliminary Design (or any similar technical documents which relate to the work under the Contract and form part of the Contract) figured dimensions will prevail over scaled dimensions in a discrepancy relating to dimensions.

If either party discovers any ambiguity, Discrepancy, error, omission, fault, incompleteness or lack of co-ordination or integration 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, discrepancy, error, omission, fault, incompleteness or lack of co-ordination or

integration. In the event of an ambiguity, Discrepancy, error, omission, fault, incompleteness or lack of co-ordination or integration 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, having complied with Clause 4.1(c), could reasonably have anticipated at the time of tendering, then to the extent that such ambiguity, discrepancy, error, omission, fault, incompleteness or lack of co-ordination or integration is—

- (a) in the Principal's Project Requirements, the difference shall be valued under Clause 40.5; and
- (b) in the Design Documents or between the Design Documents and the Principal's Project Requirements, such ambiguity or discrepancy shall be at the Contractor's risk and the direction shall not entitle the Contractor to any extra payment or an extension of time.

8.2 Not Used

8.3 Supply of Documents by Principal

The Principal shall supply to the Contractor the number of copies stated in Annexure Part A or, if no number is stated, then 5 copies of the documents describing the Principal's Project Requirements and other documents required by the Contract to be supplied by the Principal to the Contractor.

Documents supplied by the Principal to the Contractor 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

In relation to those documents stated in Annexure Part A the Contractor shall supply the number of copies stated in Annexure Part A or, if no number is stated, 5 copies.

The Contractor shall supply to the Superintendent the documents and information required by the Superintendent and as required by the Contract, in a form satisfactory to the Superintendent and at those times or within those design stages applicable to the documents stated in Annexure Part A or, if no times or stages are stated, not less than 14 days before the work contained in those documents is to be commenced.

A direction by the Superintendent to vary anything in the Design Documents shall be a variation to the work under the Contract only to the extent that the Design Documents, before such variation, complied, or would have complied, with the Principal's Project Requirements.

Neither the Principal nor the Superintendent shall be bound to review or comment upon the Design Documents or to check the Design Documents for errors, omissions or compliance with the requirements of the Contract. The Principal's or the Superintendent's receipt of, or review of, or comment on, the Design Documents and any other documents provided by the Contractor, shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or departure from the Contractor's Design Obligations or other requirements of the Contract.

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 Annexure Part A or, if no time is stated, within 14 days after receipt of the documents, the Superintendent shall notify the Contractor that the documents are suitable or are not suitable.

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 pursuant to this Clause 8.4.

8.5 Availability of Documents

Whilst work under the Contract is being performed, one complete set of the Principal's Project Requirements, the Design Documents and other written information supplied by the Principal, the Superintendent and the Contractor, the Contractor's Consultants and subcontractors, 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 persons nominated in writing by either of them.

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 42.6 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 Submission of the Design Documents

The Contractor must submit to the Superintendent the proposed Design Documents, other documents and information required by the Superintendent and as required by the Contract, in a form satisfactory to the Superintendent no later than 15 Business Days before the Contractor proposes to issue those Design Documents, other documents and information, for construction.

Within 15 Business Days of receipt by the Superintendent of the proposed Design Documents the Superintendent may at its discretion do any one of the following:

- (a) consent to the use of the proposed Design Documents for the work under the Contract;
- (b) consent to the use of the proposed Design Documents for the work under the Contract subject to modifications listed in the consent; or
- (c) reject the proposed Design Documents with written reasons for the rejection.

If the Superintendent does either (b) or (c) as described in the preceding paragraph and the grounds for modification or rejection are other than with respect to non-compliance of the

Design Documents with one or more requirements of the Contract, the Superintendent's response with respect to the proposed Design Documents will be a variation in accordance with Clause 40.

Where the Superintendent does not provide a response within 9 Business Days of receipt of the proposed Design Documents, the Contractor will (subject always to the penultimate paragraph of this clause 8.8) be entitled to proceed with the Works on the basis that the Design Documents have been subject to 'no comment'. Where the Design Documents are of a material nature, the Contractor must at the same time notify the Superintendent in writing that it is proceeding under this clause 8.8 (any such notice must identify the Design Documents and the date the Design Documents were provided to the Superintendent and that it is a notice under this Clause).

If the Superintendent rejects the proposed Design Documents, the Contractor must update and amend the proposed Design Documents to account the Superintendent's reasons for rejection and resubmit the Design Documents for the consideration of the Superintendent. This process may be repeated until the Superintendent consents to use of the Design Documents under either subclause (a) or (b) above or due to the Superintendent issuing 'no comment'.

Neither the Principal nor the Superintendent are obliged to check the Design Documents or any proposed Design Documents for errors, omissions or compliance with the requirements of the Contract. Neither the consent of the Superintendent or failure to provide consent or anything said by the Principal or the Superintendent or any agent or employee of the Principal or the Superintendent in relation to the Design Documents or any proposed Design Documents will relieve the Contractor from responsibility for the Contractor's errors or omissions or departure from the Contractor's obligations or other requirements of the Contract. Approval under this subclause does not warrant or represent the adequacy, suitability or fitness for purpose of the design for the Works.

The Superintendent may direct the Contractor to supply any additional document which the Superintendent considers necessary to reflect and convey the design of the Works to form part of the Design Documents.

8.9 Variations to the Design Documents

A change to the Design Documents or the work under the Contract will constitute a variation to work under the Contract only if the Design Documents or the work under the Contract, before such variation, relevantly complied with the Contract.

8.10 Errors in Design Documents

Where there is any error, ambiguity, inadequacy or deficiency ('Error') in the Design Documents (including where the Design Documents do not comply in all respects with the Contract), then the Contractor:

- (a) must rectify the Design Documents and the work under the Contract at no cost to the Principal;
- (b) may not claim any extension of time under this Contract, change to the Contract Sum or make any Claim in connection with any Error or defect; and
- (c) must indemnify the Principal for any costs, losses and expenses which are incurred by the Principal as a consequence of the Error or defect.

8.11 Documentation and Register of Documents

The Contractor must provide all documents and materials provided in advanced draft form in accordance with the definition of 'Practical Completion' set out in clause 1 of this Contract in final form within one month after the Date of Practical Completion.

The Contractor must supply an electronic and printed version of the As Built drawings in the format requested by the Principal or Superintendent.

8.12 Not used

8.13 Capital Funding Agreement

- (a) In this clause 8.13 and Annexure Part L, "State" means the State of Queensland through the Department of Communities, Housing and Digital Economy.
- (b) The Contractor acknowledges and agrees that:
 - (i) the Principal is a party to the Capital Funding Agreement;
 - (ii) the Contractor has reviewed and familiarised itself with the Capital Funding Agreement and is aware of the obligations placed on the Principal under the Capital Funding Agreement relating to the funding, design and construction of the Development;
- (c) Without limitation to its other obligations under this Contract, the Contractor must do all things necessary to and agrees to:
 - (i) permit the Principal to comply with, and discharge its obligations under the Capital Funding Agreement relating to the funding, design and construction of the Development;
 - (ii) not cause, or omit to do, anything, which will cause the Principal to be in breach of its obligations under the Capital Funding Agreement relating to the funding, design and construction of the Development;
 - (iii) not exercise any of its rights or require the Principal to perform any of its obligations under this Contract, if doing so will cause the Principal to be in breach of its obligations under the Capital Funding Agreement;
 - (iv) give the State the rights and entitlements in connection with the design and construction of the Development and this Contract required by the Capital Funding Agreement; and
 - (v) satisfy all obligations imposed on the Principal under the Capital Funding Agreement related to the design and construction of Development as if those obligations were set out in this Contract in full and the other terms of the Contract were subject to and conditional upon them, including, without limitation, any rights or entitlements under this Contract to any payment claim, extension of time, extra costs, variations or damages.
- (d) For the sake clarity, the relevant obligations that the Contractor must carry out referred in clause 8.13(c) include, without limitation those set out in Annexure Part L.
- (e) Notwithstanding anything to the contrary in this Contract, to the extent of any inconsistency between this clause 8.13 and the balance of this Contract, this clause 8.13 prevails.

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, benefit or interest thereunder.

9.2 Subcontracting (Including Work Performed by Consultants)

The Contractor shall not without the written approval of the Superintendent, which approval shall not be unreasonably withheld—

- (a) allow a subcontractor to assign a subcontract or any payment or any other right, benefit or interest thereunder; or
- (b) subcontract or allow a subcontractor to subcontract any work described in Annexure Part A.

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 of a request by the Contractor for approval, the Superintendent shall notify the Contractor of approval or the reasons why approval is not given.

- (c) Approval may be conditional upon the subcontract including—
 - (i) provision that the subcontractor shall not assign or subcontract without the consent in writing of the Contractor;
 - (ii) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal;
 - (iii) provision that if the Contract is terminated and upon the subcontractor being paid the sum certified by the Superintendent as owing to the subcontractor, the Contractor and the subcontractor shall, after the Principal has done so, promptly execute a deed of novation in the form of Annexure Part D.
- (d) For the purposes of effecting such novation only:
 - (i) the Contractor hereby irrevocably appoints the Superintendent to be the Contractor's attorney with authority to execute such documents as are necessary to give effect to the novation and to bind the Contractor accordingly; and
 - (ii) where the subcontractor is a Consultant, provision that the subcontractor shall effect and maintain professional indemnity insurance on the same terms as are required of the Contractor under Clause 21.

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.

9.4 Selected Subcontract Work

If the Contract includes Selected Subcontract Work, the Contractor shall subcontract the Selected Subcontract Work to a Selected Subcontractor. A Selected Subcontractor is the subcontractor identified in the Contractor's tender from a list of not less than two subcontractors provided by the Principal in the tender documents for Selected Subcontract Work.

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.

9.5 Provisions Applying Generally to Selected Subcontract Work

If the Contractor is required by Clause 9 or 10 to enter into a subcontract, or to execute a deed of novation or to accept an assignment, the Contractor shall proceed promptly to do so and shall notify the Superintendent in writing as soon as the subcontract or novation has been effected or the assignment has been accepted.

With the Contractor's consent, the Superintendent may direct the Contractor to perform Selected Subcontract Work.

Except as herein provided—

- (a) the Principal shall have no liability to a Selected Subcontractor arising from the subcontract between the Contractor and the Selected Subcontractor; and
- (b) the Principal shall not be liable to the Contractor for any act, default or omission or breach of contract by a Selected Subcontractor arising from the subcontract between the Contractor and the Selected Subcontractor.

9.6 Termination of Selected Subcontract

The Contractor shall not unreasonably terminate a subcontract for Selected 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 Selected Subcontractor repudiates or abandons a subcontract or it is terminated, the Contractor shall forthwith notify the Superintendent of that fact. The Superintendent shall promptly issue a direction as to the manner of completing the Selected Subcontract Work. With the Contractor's consent, the Superintendent may direct the Contractor to perform Selected Subcontract Work, otherwise the Superintendent shall direct the Contractor—

- (a) to choose another subcontractor from the list of subcontractors provided by the Principal in the tender documents for Selected Subcontract Work; or
- (b) to enter into a subcontract with a subcontractor chosen by the Superintendent and agreed to by the Contractor.

The Contractor shall not be obliged to enter into a subcontract with a subcontractor referred to in Clause 9.6(a) against whom the Contractor raises reasonable objection.

The Contractor shall, as soon as practicable, enter into a subcontract with the subcontractor so chosen and notify the Superintendent accordingly.

If compliance with such a 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 except where a provisional sum for the Selected Subcontract Work has been included in the Contract, in which case the provisions of Clause 11(b) shall apply.

10 NOVATION

This Clause 10 applies only where the Principal's Project Requirements include a Preliminary Design or the Contract includes Selected Subcontract Work.

When directed by the Principal, the Contractor, without being entitled to compensation, shall promptly execute a deed of novation in the form of Annexure Part E, between the Principal, the Contractor and the subcontractor or the Selected Subcontractor stated in Annexure Part A (as the case may be) for the particular part of the Preliminary Design or Selected Subcontract Work (as the case may be).

11 PROVISIONAL SUMS

11.1 Impact on Contract Sum

Provisional Items are listed in Annexure Part H.

A Provisional Sum 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; and
- (b) subject to clause 11.2, 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 an amount for profit and attendance applied to the actual subcontract price for each Provisional Item and calculated by using the percentage thereon stated in Annexure Part A or, where not so stated, as stated elsewhere in the Contract.

11.2 Work to be carried out by Subcontractors

Where any part of a Provisional item is to be carried out or supplied by a Subcontractor, the Contractor will:

- (a) use its best endeavours to obtain at least two quotes for each Provisional Item; and
- (b) provide copies of all quotes and invoices received from Subcontractors as evidence of the actual subcontract price in relation to each Provisional Item.

The parties acknowledge and agree that the provisional sum allowances included in the Contract are set out in Annexure Part H, and include an amount for profit and attendance applied to the actual subcontract price for each Provisional Item and calculated by using the percentage thereon stated in Annexure Part A.

The Contractor warrants that any provisional sum forming part of the Contract Sum and referred to in Annexure Part H has been calculated with reasonable care and skill taking account of all the information reasonably available at the date this Contract was made, including the nature and location of the Site.

12 LATENT CONDITIONS

12.1 Definition

Latent Conditions are—

- (a) Rock;
- (b) Other physical conditions on or under the Site (including subsurface, local or other conditions, and including hazardous materials or contaminants on or under the Site) or its surroundings, including artificial things 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;
 - (ii) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Contractor's tender and obtainable by the making of reasonable enquiries; and
 - (iii) inspected the Site and its surroundings; and
- (c) 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 promptly 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 from the physical or Site conditions which had been anticipated by the Contractor;
- (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 more work;
- (b) use more Constructional Plant; or
- (c) incur more cost (including but not limited to extra costs for delay or disruption),

than the Contractor could reasonably have anticipated at the Date of Contract, a valuation shall be made under Clause 40.5.

The Principal acknowledges that the Contractor has not made any allowances in the Contract Sum for the costs associated in dealing with Latent Conditions.

The Principal agrees to pay the Contractor all of its reasonable costs associated in dealing with Latent Conditions.

12.4 Time Bar

Where pursuant to Clause 12.3 a valuation is to be made under Clause 40.5, regard shall not be had to the value of more work carried out, more Constructional Plant used or more cost

incurred 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

13.1 Warranties and Indemnities

Unless otherwise provided in the Contract, the Principal shall indemnify the Contractor against the Principal's Project Requirements, the design, materials, documents and methods of working required by the Principal in the Contract or provided or directed by the Principal or the Superintendent infringing any patent, copyright, registered design, trademark or name, or other protected right.

The Contractor warrants that unless otherwise provided in the Contract, the Contractor owns the copyright in those of the Design Documents provided by the Contractor. The Contractor also shall indemnify the Principal against any design, materials, documents and methods of working provided by the Contractor infringing any patent, copyright, registered design, trademark or name, or other protected right.

13.2 Intellectual Property Rights granted to Principal

The Contractor grants to the Principal an irrevocable licence to use the Design Documents for the work under the Contract. Such licence shall also include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to, the Works.

14 LEGISLATIVE REQUIREMENTS

14.1 Complying with Legislative Requirements

The Contractor shall satisfy all Legislative Requirements except those which—

- (a) are specified in Annexure Part A; or
- (b) the Superintendent directs are to be satisfied by or on behalf of the Principal.

If a Legislative Requirement is at variance with a provision of the Contract or the Principal's Project Requirements, as soon as the Contractor discovers the variance, the Contractor shall notify the Superintendent in writing specifying the difference.

14.2 Changes in Legislative Requirements

If a Legislative Requirement—

- (a) necessitates—
 - (i) a change to the Works;
 - (ii) a change to so much of the Temporary Works, Constructional Plant or method of working as may be specified in the Principal's Project Requirements;
 - (iii) a change, being the provision or expansion of services of a municipal, public or statutory authority in connection with the Works or Temporary Works; or
 - (iv) an increase or decrease in a fee or charge or payment of a new fee or charge;
- (b) has effect after the Date of Contract; and
- (c) could not reasonably have been anticipated at that prior date,

then to the extent that such change causes the Contractor to incur more or less cost than otherwise would have been incurred, the difference shall be valued under Clause 40.5.

14.3 Approvals

Subject to any express provision in the Contract to the contrary, the Contractor shall:

- (a) obtain and comply with (and ensure that all of the Contractor's Personnel comply with) all approvals, registrations, licences and permits required pursuant to any Legislative Requirement in connection with the carrying out of work under the Contract or which the Contractor is required to obtain pursuant to the Principal's Project Requirements; and
- (b) obtain and comply with (and ensure that all of the Contractor's Personnel comply with) all necessary updates or amendments to such approvals, registrations, licences and permits.

15 PROTECTION OF PEOPLE AND PROPERTY

15.1 General obligations

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 adjacent to the Site; and
- (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 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 this Clause 15, in addition to any other remedies of the Principal, the Superintendent may after giving reasonable notice in writing to the Contractor, have the subject work carried out by other persons and the reasonable cost incurred by the Principal shall be a debt due from the Contractor to the Principal.

15.2 Work health and safety definitions

For the purposes of this clause:

'WHS Act' means the Work Health and Safety Act 2011 (Qld) as amended from time to time;

'WHS Regulation' means the Work Health and Safety Regulation 2011 (Qld) as amended from time to time;

'workplace', 'inspector', 'notifiable incident', 'principal contractor', 'structure' and 'regulator' have the same meanings in the WHS Act.

15.3 Principal contractor

From the date of commencement of work under the Contract:

- (d) the Principal engages the Contractor to be the principal contractor under the WHS Regulation in relation to the work under the Contract and authorises the Contractor to:
 - (i) have management and control of the workplace at which the work under the Contract is being undertaken including the Site; and
 - (ii) discharge the duties of the principal contractor under the WHS Regulation;
- (e) the Contractor accepts the engagement as principal contractor from the Principal and agrees to fulfil all requirements and give effect to that engagement prior to the commencing any of the work under the Contract;
- (f) the Contractor will comply with and discharge all obligations imposed on the Contractor, as principal contractor, as a person who conducts a business or undertaking and otherwise, by the WHS Act, the WHS Regulation and any other regulation in connection with health and safety; and
- (g) the Contractor will consult with the Principal and will consult with the designers of the whole or any part of a structure to be constructed under the Contract, about how to ensure that risks to health and safety arising from the design are eliminated during construction of the work under the Contract or, if it is not reasonably practicable, the Contractor will, in performing its obligations under the Contract, take into account and take appropriate action having regard to any information given to the Contractor by the Principal or any other person about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.

15.4 Indemnity

The Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal which has been caused, or to the extent contributed to, by:

- (a) any breach of this clause 15 by the Contractor;
- (b) any breach by the Contractor of its obligations under the WHS Act, the WHS Regulation or any other regulation in connection with health and safety;
- (c) any enforcement of obligations imposed on the Contractor under the WHS Act, the WHS Regulation or any other regulations.

15.5 Notifiable incidents

If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Contractor must:

- (a) immediately notify the regulator and the Superintendent of the notifiable incident; and
- (b) take all reasonably practicable steps to secure the Site where the notifiable incident occurred until an inspector arrives at the Site or any earlier time that an inspector directs.

16 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE

16.1 Care of the Work Under the Contract

Except as provided in Clause 16.3, the Contractor shall be responsible for—

- (a) the care of the whole of the work under the Contract from and including the date of commencement of the work under the Contract to 4:00 pm on the Date of Practical Completion, at which time, the responsibility for the care of the Works (except to the extent provided in Clause 16.1(b)) shall pass to the Principal; and

- (b) the care of outstanding work and items to be removed from the Site by the Contractor after 4:00 pm on the Date of Practical Completion until completion of outstanding work or compliance with the Contractor's obligations under Clauses 30, 31 and 37.

Without limiting the generality of the Contractor's obligations in Clause 16.1(a), 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, and things brought onto the Site by subcontractors for that purpose. The Contractor shall provide the storage and protection necessary to preserve those items and things.

16.2 Reinstatement

If loss or damage occurs to the work under the Contract during the period for which the Contractor is responsible for the care thereof (other than loss or damage caused by any of the Excepted Risks referred to in Clause 16.3), the Contractor shall, at the Contractor's cost, rectify such loss or damage so that the work under the Contract conforms in every respect with the provisions of the Contract.

In the event of loss or damage being caused by any of the Excepted Risks (whether or not in combination with other risks), the Contractor shall, if and to the extent directed by the Superintendent, rectify the loss or damage, which shall be deemed to be a variation under Clause 40. In the case of loss or damage being caused by a combination of Excepted Risks and other risks, any such direction and consequential valuation made under Clause 40.5 shall take into account the proportional responsibility of the Contractor and the Principal.

16.3 Excepted Risks

The Excepted Risks causing loss or damage, for which the Principal is liable, 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 Consultants or subcontractors or the employees or agents of any of these;
- (e) use or occupation by the Principal or the employees or agents of the Principal, the Principal's consultants or other contractors of the Principal (not being employed by the Contractor), of any part of the work under the Contract; and
- (f) defects in such part of the design of the work under the Contract, including the Preliminary Design provided by the Principal, as is not included in the Contractor's warranties under Clause 4.

17 DAMAGE TO PERSONS AND PROPERTY

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:

- (c) the design of the Works;
- (d) the carrying out by the Contractor of the work under the Contract, including any negligent, fraudulent or reckless act or omission by the Contractor or the Contractor's Personnel;
- (e) any Defects in the works under the Contract; or
- (f) any act or omission by the Contractor or any of the Contractor's Personnel in connection with carrying out the rectification of any Defect, including any negligent, fraudulent or reckless act or omission by the Contractor or the Contractor's Personnel.

The Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal, the Superintendent or the employees or agents of the Principal contributed to the loss, damage, death or injury.

This Clause 17.1 shall not apply to—

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; and
- (iv) claims in respect of the right of the Principal to have the work under the Contract carried out.

17.2 Indemnity by the Principal

The Principal shall indemnify the Contractor against:

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

arising out of any negligent, fraudulent or reckless, act or omission of the Principal (not including the Contractor or its subcontractors, agents, employees, contractors or consultants) or any party for whom the Principal is responsible occurring after the date of this Agreement.

17.3 Survival

This clause 17 survives the expiry or termination (for any reason) of the Contract.

18 INSURANCE OF THE WORK UNDER THE CONTRACT

Before the Contractor commences work under the Contract, the Contractor shall effect an insurance policy (with the Principal as named insured and the State, as referred to in subclause 8.13, as an interested party) 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 under this Clause 18 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; and
- (f) loss or damage resulting from the Excepted Risks referred to in Clause 16.3(b) and (c).

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

- (i) the Contract Sum;
- (ii) the amount stated in Annexure Part A to provide for costs of demolition and removal of debris;
- (iii) the amount stated in Annexure Part A to cover fees of the consultants;
- (iv) the value stated in Annexure Part A 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 Annexure Part A of the total of the items referred to in Clause 18(i) to (iv).

The insurance policy shall be in the name of the Contractor (with the Principal as a named insured), and shall cover the Principal, the Contractor and all Consultants, 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.

19 PUBLIC LIABILITY INSURANCE

Before the Contractor commences work under the Contract, the Contractor shall effect a public liability policy of insurance in the name of the Contractor (with the Principal and the State as referred to in subclause 8.13 as named insured) which covers the Principal, the Contractor, the Superintendent, all Consultants 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 Annexure Part A 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 pursuant to Clause 42.6.

20 INSURANCE OF EMPLOYEES

Before commencing work under the Contract 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.

Where permitted by law the insurance policy or policies shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall ensure that all Consultants and all subcontractors have similarly insured their employees.

21 PROFESSIONAL INDEMNITY INSURANCE

Before the Contractor commences work under the Contract, the Contractor shall effect a professional indemnity insurance policy with a total aggregate cover of not less than the sum stated in Annexure Part A or, if no amount is stated, the amount of \$1,000,000.

The policy and such level of cover shall be maintained until the Final Certificate is issued pursuant to Clause 42.6 and thereafter for a period as is stated in Annexure Part A.

The Contractor shall ensure that every Consultant, if within a category stated in Annexure Part A, is insured for professional indemnity with a cover not less than the sum stated in Annexure Part A.

Each Consultant's policy shall be maintained until the Final Certificate is issued pursuant to Clause 42.6 and thereafter for a period as is stated in Annexure Part A.

22 INSPECTION AND PROVISIONS OF INSURANCE POLICIES

22.1 Proof of Insurance

Before the Contractor commences work under the Contract and within 5 Business Days of being requested in writing by the Principal:

- (a) the Contractor shall produce evidence to the Principal of a certificate of currency for the insurance policies effected and maintained by the Contractor, which will be on the insurer's letterhead; and
- (b) if the Principal, acting reasonably, has any issues with the certificate of currency, it must provide a written notice to the Contractor within 5 Business Days of receiving the certificate setting out those issues and requiring the Contractor to provide an updated form of the certificate within 5 Business Days .

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

22.2 Failure to Produce Proof of Insurance

If after being requested in writing by the Principal to do so, the Contractor fails to produce evidence of compliance with insurance obligations under Clause 18, 19 or 20 to the satisfaction and approval of the Principal, the Principal may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the Contractor to the Principal.

The Principal may refuse payment under this Contract until evidence of compliance with insurance obligations under Clauses 18, 19, 20 and 21 is produced by the Contractor to the

satisfaction and approval of the Principal. The rights given by this Clause 22.2 are in addition to any other right.

22.3 Notices from or to the Insurer

The Contractor shall ensure that —

- (a) whenever the insurer gives the Contractor or a subcontractor a notice of cancellation or other notice concerning the policy, the Contractor will, as soon as reasonable, inform the other party in writing that the notice has been given;
- (b) where it or a subcontractor, provides a notice of claim to the insurer, it will ensure the notice is accepted by the insurer as a notice of claim; and
- (c) whenever it fails to renew the policy or to pay a premium to the insurer, it will, as soon as reasonable, provide a notice in writing thereof forthwith to the Principal prior to the insurer giving any notice of cancellation.

22.4 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. Settlement of Claims

Upon settlement of a claim under the insurance required 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).

22.5 Cross Liability

Any insurance required to be effected in accordance with the Contract by the Contractor in joint names or by the Principal, 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).

22A INSURANCE WITH APRA REGULATED ENTITY

Any insurance policies required under the Contract by the Contractor will be held with an Australian Prudential Regulation Authority regulated entity.

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.

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.

The Superintendent shall have—

- (i) access to the Site and the work under the Contract; and
- (ii) after reasonable notice to the Contractor, access to any place other than the Site where work under the Contract is being carried out or materials are being prepared or stored, for the purposes of discharging the functions of the Superintendent under the Contract.

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—

- (d) the appointment and the name of any Superintendent's Representative and the functions delegated to the Superintendent's Representative; and
- (e) the termination of the appointment of a Superintendent's Representative.

If the Contractor makes a reasonable objection to the appointment of a Superintendent's 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. A Superintendent's direction—

- (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,

shall 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.

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 reasonable 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 Access to and Possession of the Site

By the time stated in Annexure Part A, the Principal shall give the Contractor access to the Site sufficient to enable the Contractor to commence and carry out the Contractor's Design Obligations in accordance with the Contract. The Principal shall notify the Contractor in writing of the date when access will be available.

The Principal shall, on or before the expiration of the time stated in Annexure Part A, give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence further work under the Contract. 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 notify the Contractor in writing of the date upon which the Site or any part thereof will be available.

Notwithstanding the provisions of this Clause 27.1, if the Contractor is in breach of Clauses 5.4 or 22.1, 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 Clauses 5.4 or 22.1.

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

The parties acknowledge and agree that the Contract Sum does include an amount for security of the Site.

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 but shall not be required to permit the execution of work on the Site by any other persons.

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 after reasonable notice give the Principal 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 is not impeded in the execution of the Contractor's work by the Superintendent whilst exercising the right of access given by Clause 23 or by any persons exercising the right of access given to those persons by this Clause 27.2.

27.3 Delivery of Materials to and Work on the 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 (except as permitted by Clause 27.1 for executing and completing the Contractor's Design Obligations) 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 the Site by the 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 other 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, removal or damage and shall notify the Superintendent of the discovery.

If compliance with obligations under this 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.

27.6 Location of services

- (a) The Contractor is responsible (at its cost) for:
 - (i) locating all existing services (including telecommunications, NBN, water, electricity and any other utility services) on, above or under the Site prior to the Contractor carrying out the Works; and
 - (ii) liaising with all relevant Government Agencies and any other service provider as relevant to the Works to be conducted on the Site, prior to carrying out the Works.
- (b) The Contractor must:
 - (i) comply with the requirements of all relevant Government Agencies and any other service providers in relation to services affected by any of the Works on the Site;

- (ii) comply with all requirements set out in the Principal's Project Requirements in relation to any buried or concealed services;
 - (iii) conduct any reinstatement required by the Principal's Project Requirements or any Government Agencies or service provider in relation to services affected by any of the Works being carried out on the Site; and
 - (iv) obtain (and comply with) all permits necessary to perform the Works.
- (c) The Contractor must not interfere with any existing services on the Site except as permitted under this Contract.

28 SETTING OUT THE WORKS

28.1 Setting Out

The Superintendent shall supply to the Contractor the information, data 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, data 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 the Superintendent or 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.

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, materials or Constructional Plant. 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 Material 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 and proper and tradesman-like workmanship.

*** 30.2 Quality Assurance**

The Contractor shall, if requirements relating to quality assurance are so stated in the Contract—

- (a) plan, establish and maintain a quality system which conforms to those requirements; and
- (b) provide the Superintendent with access to the quality system of each of the Contractor and subcontractors 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.

30.3 Defective Material or Work

If the Superintendent discovers material, equipment or work provided by the Contractor which is not in accordance with the Contract, the Superintendent shall as soon as practicable notify the Contractor. The Superintendent may direct the Contractor—

- (a) to remove the material from the Site;
- (b) to demolish the work;
- (c) to redesign, 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, redesign, reconstruction, replacement or correction.

If the Contractor fails to comply with a direction issued by the Superintendent pursuant to this 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 8 days from the date on which the Contractor receives the notice the Principal intends to have the work of removal, demolition, redesign, reconstruction, replacement or correction carried out by other persons, the Principal may have that work carried out by other persons and that cost incurred by the Principal shall be a debt due from the Contractor to the Principal.

30.4 Variations due to Defective Material or Work

Instead of a direction pursuant to Clause 30.3, the Superintendent may direct a variation under 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 pursuant to Clause 30.3, regard shall also be had to the difference.

30.5 Acceptance of Defective Material or Work

Instead of a direction pursuant to Clause 30.3 or 30.4, the Superintendent may direct 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

If the Superintendent gives a direction pursuant to Clause 30.3, 30.4 or 30.5, the direction shall be given as soon as practicable after the Superintendent becomes aware that material or work is not in accordance with the Contract. The Superintendent may give such a direction at any time before the issue of the Final Certificate under Clause 42.6.

Except to the extent that to do so would be inconsistent with a direction pursuant to Clause 30.4 or 30.5 and notwithstanding that the Superintendent has not given a direction pursuant to Clause 30.3, the Contractor shall promptly remove, demolish, redesign, reconstruct, 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 pursuant to Clause 30.3, 30.4 or 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 pursuant to Clause 30.4 or 30.5 to assist the Contractor.

31 EXAMINATION AND TESTING

31.1 Superintendent May Order Tests

At any time before the expiry of the Defects Liability Period 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 promptly make good the work tested 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 Superintendent or the Contractor 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.

Such costs 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 a test directed pursuant to 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; or
- (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 before the issue of the Final Certificate—

- (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 for work on the Site 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 pursuant to Clause 44.9 or is directed or approved by the Superintendent pursuant to Clause 34.

The Superintendent shall furnish to the Contractor the information, materials, documents and instructions stated in Annexure Part A by the times or within the periods stated in Annexure Part A.

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

The Principal and the Superintendent shall not be obliged to furnish any other 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 Contractor's Program

A 'Contractor's Program' is a statement in writing showing the major activities in the work under the Contract, the dates by which or the times within which key decisions are to be made and information is to be provided and the various stages or parts of the work under the Contract are to be executed or completed. As at the Date of Contract, the Contractor's Program is in the form set out in Annexure Part M.

A Contractor's Program shall not affect rights or obligations in Clause 33.1.

The Contractor shall not depart, without reasonable cause, from the Contractor's Program and shall—

- (a) regularly update the Contractor's Program to take into account all changes; and
- (b) give the Principal both printed and electronic copies (in native form) of the Contractor's Program upon reasonable request.

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

34 SUSPENSION OF THE WORKS

34.1 Suspension by the 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, other contractor or agent of the Principal; or
 - (ii) the Contractor, a Consultant, a subcontractor or an employee or agent of any of them;
- (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 the 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 as soon as reasonably practicable 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 pursuant to Clause 34.1 or 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, other contractor 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 Commencement

The Contractor shall commence the work under the Contract by the latter of:

- (a) the execution of the Contract; or

- (b) the date as shown on the Contractors Program; or
- (c) any other date as agreed by the parties.

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; and
- (c) Practical Completion,

and Clauses 5.2, 5.5, 5.8 (if applicable), 5.9, 16, 35, 37, 38 and 42.3 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 a 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 immediately 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 promptly give notice to the Superintendent who shall promptly 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 10 Business 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.

The causes are—

- (a) any of the following—
 - (i) an act of God;
 - (ii) floods, extreme storms, hurricanes, cyclones, tornados, tsunamis, ice and ice storms, epidemic, landslide, typhoons and volcanic activity;
 - (iii) terrorism, act of war, invasion, act of public enemies, civil war, rebellion, revolution, insurrection, military or usurped power hostilities (whether war be declared or not);
 - (iv) earthquake;
 - (v) fire (except to the extent caused or contributed to by the Contractor or its subcontractors);
 - (vi) industrial conditions or dispute which affects the whole of the State or Territory stated in Annexure Part A or Australia;
 - (vii) wet and inclement weather; or
 - (viii) munitions of war, explosive materials, ionising radiation or contamination by radio-activity or toxic explosion, except as may be attributable to the On-shore Contractor's use of such munitions, explosives, radiation or radio-activity, occurring on or before the Date for Practical Completion and which are beyond the reasonable control of the Contractor; and
- (b) any of the following other causes whether occurring before, on or after the Date for Practical Completion—
 - (i) delay or disruption caused by—
 - the Principal;
 - the Superintendent;
 - an employee, consultant, other contractor or agent of the Principal or Superintendent;
 - (ii) Not Used;
 - (iii) a Latent Condition;
 - (iv) a variation;
 - (v) a change in Legislative Requirements, which meets the requirements set out in clause 14.2;
 - (vi) a direction by an Authority, municipal, public or statutory authority but not where the direction arose from the failure of the Contractor to comply with a Legislative Requirement;
 - (vii) delay by an Authority, municipal, public or statutory authority not caused by the Contractor;
 - (viii) a claim referred to in Clause 17.1(iv);
 - (ix) a breach of the Contract by the Principal;
 - (x) dispute, proceeding and/or injunction with adjoining and/or neighbouring owners and/or occupiers to the Site but not where the dispute, proceeding or injunction

arose from a breach of this Contract or negligent act or omission of the Contractor;

- (xi) another cause which is expressly stated in the Contract to be a cause for an 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 of delay listed in Clause 35.5(a) or (b), then to the extent that the delays are concurrent, the Contractor shall not be entitled to an extension of time for Practical Completion.

Notwithstanding the preceding paragraph the Contractor shall be entitled to an extension of time if the concurrent delay occurs after the Date for Practical Completion and the cause of the delay is one or more of the events listed in Clauses 35.5(b)(i), (iv), (viii) and (ix).

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; or
- 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 period of extension claimed.

If the Contractor is entitled to an extension of time for Practical Completion the Superintendent shall, within 28 days of 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 and is conditional upon whether:

- (c) the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay; and
- (d) to the extent that the extension of time is not due to the Principal's Act or Omission, the funder under the Capital Funding Agreement has approved the extension of time.

Notwithstanding that the Contractor is not entitled to or has not claimed 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.

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 Annexure Part A 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 pursuant to 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 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 Annexure Part A.

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 Annexure Part A 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 Annexure Part A.

35.9 Calculating the period for completing the Works

The Contractor has, in calculating the period it will take to bring the Works to Practical Completion, made the reasonable allowances for the events listed in Annexure Part G.

36 DELAY OR DISRUPTION COSTS

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 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 Annexure Part A 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.

Nothing in this 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 Annexure Part A shall commence at 4:00 pm 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 the Date of Practical Completion.

At any time during the Defects Liability Period, the Superintendent may direct the Contractor to promptly rectify any omission or defect in the work under the Contract for which the Contractor is responsible. The direction shall identify the omission or defect and state a date by which the Contractor shall complete the rectification work and may state a date by which the rectification work shall commence. The direction will also provide that in respect of the

rectification work there shall be an Extended Defects Liability Period of the duration stated in Annexure Part A. The Extended Defects Liability Period shall commence on the date the rectification work is completed. This Clause 37 shall apply in respect of the rectification work and the Extended Defects Liability Period for that rectification work.

If the rectification work is not commenced or completed by the stated dates, or another date as agreed to by the Superintendent and Contractor, the Superintendent may have the rectification work 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 reasonable cost of the rectification work incurred by the Principal shall be a debt due from the Contractor to the Principal.

If it is necessary for the Contractor to carry out rectification work 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 this 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, in addition to any other remedies of the Principal, the Superintendent may take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the reasonable cost incurred by the Principal in the circumstances shall be a debt due from the Contractor to the Principal.

If time permits, the Superintendent shall give the Contractor prior written notice of the intention to take action pursuant to this Clause 39.

40 VARIATIONS

40.1 Variations to the Work under the Contract

The Superintendent may direct the Contractor to do any one or more of the following—

- (a) increase, decrease or omit any part of the work under the Contract;
- (b) change the character or quality of any material or work or of anything described in the Principal's Project Requirements or the Design Documents;

- (c) change the levels, lines, positions or dimensions of anything described in the Principal's Project Requirements, the Design Documents or any part of the work under the Contract;
- (d) execute additional work;
- (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 in writing by the Superintendent or approved in writing by the Superintendent pursuant to Clause 40.

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

Except where otherwise provided in the Contract, the Superintendent shall not direct a variation after the Date for Practical Completion.

40.2 Proposed Variations

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

- (a) notify the Superintendent of the effect which the Contractor anticipates that the variation will have on the Contractor's Program and time for Practical Completion; and
- (b) provide an estimate of the cost (including delay or disruption costs, if any, and the cost or effect on any applicable warranty) of the proposed variation.

The Principal shall reimburse the Contractor for the reasonable costs of complying with the requirements of this 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 pursuant to 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 this 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, provided those rates and prices are reasonable;
- (b) if Clause 40.5(a) does not apply, the rates or prices in a Schedule of Rates shall be used to the extent that it is reasonable to use them plus 10% of the value of the variation determined for margin and the all of the actual costs for administration, overhead and profit;
- (c) to the extent that neither Clause 40.5(a) nor (b) applies, reasonable rates or prices shall be used plus 10% of the value of the variation determined for administration, overhead and profit;
- (d) Not used
- (e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.2, 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.

For the purposes of a valuation to be made in accordance with Clause 40.5(a) —

- (i) 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;
- (ii) 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;
- (iii) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Contractor's profit and attendance.

When pursuant to 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 Commencement of variation

Notwithstanding any other provision in this Contract to the contrary, and for the avoidance of doubt, the Contractor is not required to commence any work required for a variation or cause any variation to be commenced or effected until:

- (a) a written quotation is provided by the Contractor to the Superintendent; and
- (b) the written quotation is approved in writing by the Superintendent for the variation.

41 Not Used

42 CERTIFICATES AND PAYMENTS

42.1 Payment Claims, Certificates, Calculations and Time for Payment

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 and such information as the Superintendent may reasonably require.

Claims for payment shall include:

- (a) the value of work carried out by the Contractor in the performance of the Contract (based on the fixed price of the Contract),
- (b) any variation amounts under the Contract (with supporting evidence),
- (c) details of the Contractor's margin on any variation amounts,
- (d) any retention money applicable under the payment claim;
- (e) any adverse matter which may materially affect the Project or the Principal;
- (f) a declaration signed testifying that the information submitted in the claim for payment is accurate; and
- (g) all amounts that are otherwise due to the Contractor arising out of the Contract.

If the time for any payment claim under the preceding paragraph falls due on a day which is Saturday, 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 certificate in respect of that payment claim earlier than would have been the case had the Contractor submitted the payment claim in accordance with the Contract.

Within 10 Business Days of receipt of a claim for payment, the Superintendent shall assess the claim and shall issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the Superintendent's opinion, 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 also set out, as applicable, in any payment certificate issued pursuant to Clause 42, the allowances made for—

- (h) the value of work carried out by the Contractor in the performance of the Contract to the date of the claim;
- (i) amounts otherwise due from—
 - (i) the Principal to the Contractor; and
 - (ii) the Contractor to the Principal;
- (j) amounts assessed under Clause 46.4 and not duly disputed;
- (k) amounts paid previously under the Contract;
- (l) amounts previously deducted for retention moneys pursuant to Annexure Part A; and
- (m) retention moneys to be deducted pursuant to Annexure Part A,

arising out of the Contract resulting in the balance due to the Contractor or the Principal, as the case may be.

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

Subject to the provisions of the Contract, within 15 Business Days of receipt by the Superintendent of a claim for payment and within 15 Business Days of the issue of a 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 such 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 42.1 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 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.

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 under Clause 42.6.

42.1A Conditional Payment Claim Reports

As a condition to any payment claim under clause 42.1, the Contractor agrees to provide on the Principal the following (together the "Payment Claim Reports"):

- (a) if requested and to the extent required by the Principal, a payment request report which:
 - (i) itemises construction costs paid to date and itemises construction costs currently payable, in each case, including itemised subcontractor payments;
 - (ii) estimates the cost to complete Works;
 - (iii) estimates the date on which Practical Completion will occur for the Works;
 - (iv) states whether the Building Works to date have been completed in accordance with this Contract;
 - (v) states whether or not there are any disputes between the Contractor and any of its sub-contractors, including any claims under the Security of Payment Act; and
 - (vi) any other information reasonably required by the Principal; and
- (b) if requested by the Principal or its Financiers, a certificate from a quantity or building surveyor approved by the Principal confirming:
 - (i) the percentage of the Works completed;
 - (ii) that the completed Works for which the progress claim is being submitted have been completed in accordance with the plans and necessary approvals;
 - (iii) the cost of all completed Works as at the date of the certificate;
 - (iv) the estimated cost to complete of the Works as at the date of the relevant certificate does not exceed the total funding amount available to the Principal less the progress payments already funded under the Contract; and
 - (v) any other information reasonably requested by the Principal or its Financiers.

The cost of engaging a quantity or building surveyor in subclause 42.1A(b) will be borne by the Principal.

The Contractor acknowledges that if the above Payment Claim Reports, if required, is not provided with a payment claim or the certificate does not confirm the matters set about, the Principal is entitled to withhold the progress claim until such certificate is provided and the Contractor may not make any claim against the Principal in relation to the applicable payment claim.

42.2 Unfixed Plant and Material

The Principal shall be obliged to pay for any item of unfixed plant and materials (notwithstanding that the item has not been incorporated into the Works) where that item is listed in Annexure Part A if the Contractor—

- (a) procures from the supplier or subcontractor that is supplying the unfixed plant and materials the amount of additional security stated in Annexure Part A for the benefit of the Principal separately approved by the Principal under Clause 5.3; and
- (b) establishes to the satisfaction of the Superintendent that the Contractor has paid for the item, the item is properly stored, labelled the property of the Principal and is adequately protected.

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

Any additional security provided for any item of unfixed plant and materials shall be released in accordance with Clause 5.9.

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.

42.3 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.

42.4 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.

42.5 Final Payment Claim

Within 28 days of the expiry of the Defects Liability Period, or where there are Extended Defects Liability Periods, the last to expire, the Contractor shall provide the Superintendent with a final payment claim and endorse it 'Final Payment Claim'.

In addition to claims for payment required to be included in a payment claim under Clause 42.1, the Contractor shall include in the Final Payment Claim all claims for moneys which the Contractor considers to be due from the Principal arising out of any alleged breach of the Contract. All such claims, whether under Clause 42.1 or this Clause 42.5, which have not already been barred, shall be barred after the expiration of the period for lodging a Final Payment Claim. The Contractor must provide the following documents to the Principal together with its Final Payment Claim:

- (a) certificates of occupancy for each dwelling;
- (b) operations and maintenance manuals;
- (c) system test reports, certificates and inspection reports;
- (d) complete set of technical specifications of installed assets, including a schedule of maintenance requirements and warranty documentation; and
- (e) the following compliance certificates for each dwelling:
 - (i) plumbing (drainage, roof, storm and portable water);
 - (ii) electrical;
 - (iii) smoke alarm;
 - (iv) glazing; and
 - (v) waterproofing.

42.6 Final Certificate

Within 14 Business Days of receipt of the Contractor's Final Payment Claim or, where the Contractor fails to provide such claim, the expiration of the period specified in Clause 42.5 for the lodgement 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 arising out of the Contract or any alleged breach thereof. In such Final Certificate the Superintendent shall also set out such of the allowances in Clause 42.1(a) to (f) inclusive as are appropriate to such Final Certificate.

Unless either party, either before the Final Certificate has been issued or not later than 21 days after the issue thereof, serves a notice of dispute under Clause 47, the Final Certificate shall be evidence 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 any fraud, dishonesty or fraudulent concealment relating to the work under the Contract or any part thereof or to any matter dealt with in the said Certificate;

Within 14 Business Days after the issue of a Final Certificate, the Principal shall release to the Contractor any security, retention moneys or both then held by the Principal.

42.7 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 Annexure Part A or if no rate is stated, the rate shall be 18 per cent per annum. Interest shall be compounded at six monthly intervals.

42.8 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 5.6, have recourse to retention moneys and, if they are insufficient, then to security under the Contract.

42.9 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 5.6, 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.

43 PAYMENT OF WORKERS AND SUBCONTRACTORS

43.1 Payment of Workers

The Superintendent may, not less than 5 days before each payment certificate is due, in writing direct the Contractor to—

- (a) 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; and
- (b) provide documentary evidence to the Superintendent that at the date of the direction 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.

43.2 Payment of Subcontractors

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:

- (a) all subcontractors have been paid all moneys due and payable to them in respect of work under the Contract;
- (b) if a Project Trust Account is required for the Contract under the Security of Payment Act, all subcontractors have been paid via the Project Trust Account to the extent required by the Security of Payment Act, and all withdrawals from the Project Trust Account have been made in accordance with the Security of Payment Act; and
- (c) to the extent required by the Security of Payment Act, all retention moneys in relation to subcontractors have been paid into the Contractor's Retention Trust Account and all withdrawals from the Retention Trust Account have been made in accordance with the Security of Payment Act.

43.3 Withholding of Payment

If the Contractor fails—

- (a) to provide, within 5 days of the direction by the Superintendent pursuant to Clause 43.1, the statutory declaration or the documentary evidence, as the case may be; or
- (b) to comply with Clause 43.2,

then 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.

43.4 Direct Payment

Where the Principal is entitled to or is required to make payment to a subcontractor of a sum certified by the Superintendent as owing to the subcontractor under a subcontract, the Principal may, on behalf of the Contractor, make the payment directly to the subcontractor and the amount so paid shall be a debt due from the Contractor to the Principal.

Unless under the Security of Payment Act a Project Trust Account is required for the Contract, 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 a payment is made in respect of moneys referred to in Clause 43.1 or 43.2 by the Principal to or in respect of a worker or subcontractor in compliance with a Legislative Requirement, the amount paid shall be a debt due from the Contractor to the Principal.

Unless under the Security of Payment Act a Project Trust Account is required for the Contract, if any worker or subcontractor obtains a court order in respect of moneys referred to in Clause 43.1 or 43.2 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 becoming aware of the occurrence of a relation-back day (as defined in the Corporations Law) in respect of the Contractor, the Principal shall not make any payment (other than a payment made pursuant to a Legislative Requirement) to a worker or subcontractor without the concurrence of the official receiver or trustee in bankruptcy of the estate of the bankrupt or the liquidator, as the case may be.

43.5 Project Trust Accounts

- (a) If a Project Trust is required for the Contract:
 - (i) the Contractor must open and maintain a Project Trust Account and Retention Trust Account in accordance with the Security of Payment Act; and
 - (ii) if a notice is required by the Security of Payment Act to be given to the Principal in respect of or relating to the project trust or Project Trust Account, the Contractor must give that notice in writing to the Superintendent and Principal in accordance with the notice provisions of this Contract.
- (b) The Contractor must ensure that it does not do anything or fail to do anything that would cause the Principal to be in breach of the Security of Payment Act.

43.6 Security of Payment indemnity

The Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal which has been caused, or to the extent contributed to, by:

- (a) the Contractor's failure to comply with a provision of the Contract in respect of the Security of Payment Act;
- (b) suspension of the Works under the Security of Payment Act; and
- (c) any other right or remedy lawfully exercised by a subcontractor.

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 —

- (a) failing to perform properly the Contractor's Design Obligations;
- (b) failing to provide security;
- (c) failing to provide evidence of insurance;
- (d) failing to comply with a direction of the Superintendent pursuant to Clause 30.3;
- (e) failing to use the materials or standards of workmanship required by the Contract;
- (f) suspension of work in breach of Clause 33.1;
- (g) failing to proceed with due expedition and without delay in breach of Clause 33.1; and
- (h) 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 given under Clause 44.2 shall—

- (a) state that it is a notice under Clause 44 of these 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 given under Clause 44.2, the Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in this 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—

- (c) the date upon which the Contractor shows reasonable cause;
- (d) the date upon which the Principal takes action under Clause 44.4(a) or (b); or
- (e) 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 the Design Documents and other documents, information, materials and the like produced by the Contractor, which are reasonably required by the Principal to facilitate completion of the work. The Principal shall keep records of the cost of completing the work.

If the Principal takes possession of Constructional Plant, Design Documents or other things, the Principal shall maintain them 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 44.5 which are surplus and, subject to Clause 13, the Design Documents.

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 pursuant to this Clause 44.6 to the Principal and the Contractor certifying—

- (a) the amount of that cost, and setting out the calculations employed to arrive at that cost;
- (b) the amount which would otherwise have been paid to the Contractor if the work had been completed by the Contractor; and
- (c) the difference.

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.

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 provide security;
- (b) failing to produce evidence of insurance;
- (c) failing, in breach of Clause 27.1, to give the Contractor access to the Site to enable the Contractor to commence and carry out the Contractor's Design Obligations but only if the failure continues for longer than the period stated in Annexure Part A;
- (d) failing, in breach of Clause 27.1, to give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence further work under the Contract but only if the failure continues for longer than the period stated in Annexure Part A;
- (e) failing to make a payment due under the Contract;
- (f) failure by the Superintendent either to issue a Certificate of Practical Completion or give the Contractor the reasons in writing for not issuing that Certificate within 14 days of receipt of a request by the Contractor to issue that Certificate, in breach of Clause 42.3;
- (g) failing to establish a Project Trust Account as required by the Security of Payment Act, in breach of clause 14.1 and clause 43.5; and
- (h) failing to establish a Retention Trust Account as required by the Security of Payment Act, in breach of clause 14.1.

44.8 Requirements of a Notice by the Contractor to Show Cause

A notice given under Clause 44.7 shall—

- (a) state that it is a notice under Clause 44 of these 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 given under Clause 44.7, the Principal fails to show reasonable cause why the Contractor should not exercise a right referred to in this 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 of the date of receipt by the Principal of the notice given under Clause 44.7, 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, except to the extent caused by the Contractor or the Contractor's Personnel..

44.9A Termination of Capital Funding Agreement

The parties acknowledge and agree that if the Capital Funding Agreement is terminated, at any time, the Principal may provide the Contractor with a written notice immediately terminating this agreement, subject to the rights of the parties set out in clause 44.10.

44.10 Rights of the Parties on Termination

If the Contract is terminated pursuant to Clause 44.4(b), 44.9 or 44.9A, 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.

If Alternative 2 of Clause 13.2 applies and the Principal has terminated the Contract, the Principal may also, without payment of compensation, take possession of the Design Documents.

44.11 Insolvency

If—

- (a) a party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with the Contract;
- (b) execution is levied against a party by a creditor;
- (c) a party is an individual person or a partnership including an individual person, and if that person—
 - (i) commits an act of bankruptcy;
 - (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;
 - (iv) makes a proposal for a scheme of arrangement or a composition; or
 - (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cth); or
- (d) in relation to a party being a corporation—
 - (i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - (ii) the party enters a deed of company arrangement with creditors;
 - (iii) a controller or administrator is appointed;
 - (iv) an application is made to a court for the winding up of the party and not stayed within 14 days;
 - (v) a winding up order is made in respect of the party;
 - (vi) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up); or
 - (vii) a mortgagee of any property of the party takes possession of that property,

then, where the other party is—

- (A) the Principal, the Principal may, without giving a notice to show cause, exercise the right under Clause 44.4(a); or
- (B) the Contractor, the Contractor may, without giving a notice to show cause, exercise the right under Clause 44.9.

The rights given by this 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 BY FRUSTRATION**

If under the law governing the Contract, the Contract is frustrated, the Principal shall pay the Contractor—

- (a) the amount due to the Contractor shown in any unpaid payment certificate;
- (b) 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 been entitled to and had made a payment claim on the date of frustration;
- (c) 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;
- (d) 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;
- (e) all cash security and retention moneys;
- (f) the reasonable cost of removal of Temporary Works and Constructional Plant; and
- (g) 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.

If the Contractor has provided security other than cash security, the Principal shall promptly release that security to the Contractor.

If the Principal has provided security, when the Contractor has been paid all moneys finally due to the Contractor on any account whatsoever (whether in connection with the Contract or otherwise), the Contractor shall release the security provided by the Principal in respect of the Contract.

46 NOTIFICATION OF CLAIMS

46.1 Communication of Claims

As soon as practicable after a party could reasonably have been aware of any claim in connection with the Contract or the subject matter thereof, that party shall give to the other party and to the Superintendent the prescribed notice under Clause 46.3 or a notice of dispute under Clause 47.1.

This Clause 46.1 and Clauses 46.3, 46.4 and 46.5 shall not apply to any claim, including a claim for payment, the communication of which is required by another provision of the Contract.

46.2 Liability for Failure to Communicate

The failure of a party to comply with the provisions of Clause 46.1 or to communicate a claim in accordance with the relevant provision of the Contract, shall, inter alia, entitle the other party to damages for breach of contract, but shall not be grounds for invalidating the claim.

46.3 The Prescribed Notice

The prescribed notice is a notice in writing which includes—

- (a) an outline of the basis of the claim or proposed claim; and
- (b) the quantum or likely quantum of the claim or proposed claim.

46.4 Superintendent's Decision

If within 28 days of giving the prescribed notice the party giving the notice does not notify the other party and the Superintendent of particulars of the claim, the prescribed notice shall be deemed to be the claim.

Within 56 days of receipt of the prescribed notice the Superintendent shall assess the claim and shall promptly notify the parties in writing of the decision. Unless a party within a further 28 days of such notification serves a notice of dispute under Clause 47.1 which includes such claim, the Superintendent shall include the amount of that assessment in the next payment certificate issued pursuant to Clause 42.

46.5 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 28 days of the date of service on that party of the notice pursuant to Clause 46.5(b).

47 DISPUTE RESOLUTION

47.1 Notice of Dispute

If a dispute or difference (hereafter called a 'dispute') between the Contractor and the Principal arises in connection with the Contract or the subject matter thereof, including a dispute concerning—

- (a) a direction given by the Superintendent; or
- (b) a claim—
 - (i) in tort;
 - (ii) under statute;
 - (iii) for restitution based on unjust enrichment; or
 - (iv) for rectification or frustration,

then either party shall deliver by hand or send by registered post or email 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.

47.2 Further Steps Required Before Proceedings

Within 14 days of service of a notice of dispute, the parties shall confer at least once to resolve the dispute. 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, that dispute shall be and is hereby determined in accordance with the provisions of subclause 47.3.

No liquidated damages or any costs, Loss, expense or damage claim by the Contractor may accrue during the time from the service of a notice of dispute and resolution of mediation. If the dispute has not been resolved after mediation, that dispute shall be and is hereby referred to the courts and tribunals of the State or Territory stated in Annexure Part A.

47.3 Mediation

If a Dispute arises and is not resolved in accordance with clause 47.2, the parties must attend a Mediation to be convened by a person agreed between the parties or appointed by an appropriate Mediator Institute in the State or Territory stated in Annexure Part A.

Unless the parties agree in writing, any Person agreed upon by the parties to resolve the dispute pursuant to clause 47.2 (Further steps required before proceeding) shall not be appointed as a mediator, nor may that Person be called as a witness by either party in any proceedings, other than for evidence that clause 47.2 (Further steps required before proceeding) steps were attempted. Notwithstanding clause 42.7 (Interest on overdue payments), the mediator may award whatever interest the mediator 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 mediator may order repayment together with interest.

47.4 Summary Relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief in respect of a dispute under Clause 47 or any matter arising under the Contract or to terminate the Contract in accordance with clause 44 (Default or insolvency).

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 GST

Unless otherwise stated in the Contract, all amounts payable by one party to another party are exclusive of GST. If GST is imposed or payable on any supply made by a party under the Contract, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.

A party's right to payment under this clause is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

Expressions defined in the GST Act have the same meaning when used in this clause 49.

50 NOT USED

51 REDESIGN OF PRELIMINARY DESIGN

Subject this Clause 51, the Contractor, in preparing the Design Documents as part of the Contractor's Design Obligations, is entitled to depart from or to make any amendment or substitution to the documents comprising the Preliminary Design that the Contractor believes is appropriate at its absolute discretion.

The Contractor must submit to the Superintendent for approval any Design Document that departs from or contains any amendment or substitution to the documents comprising the Preliminary Design at least 14 days before undertaking any part of the Works described in the Design Documents submitted for approval. If the Superintendent does not approve or reject within 14 days, then those documents will not be deemed to have been accepted.

The Contractor is not entitled, in preparing the Design Documents as part of the Contractor's Design Obligations, to depart from or make any amendment or substitution to the documents comprising the Preliminary Design and/or to construct the Works in accordance with the Design Documents to the extent that to do so would:

- (a) be inconsistent with any Legislative Requirements including the planning permit and the Building Code of Australia; or
- (b) be inconsistent with the Contract of Sale.
- (c) be inconsistent with the Formal Instrument of Agreement.

The parties acknowledge that:

- (d) the Contractor has no entitlement to claim a variation or an extension of time as a result of any departure from or amendment or substitution to the documents comprising the Preliminary Design pursuant to this Clause 51; and
- (e) the Principal has no entitlement to claim a variation or a reduction in the Date for Practical Completion by reason of any departure from or amendment or substitution to the documents comprising the Preliminary Design pursuant to this Clause 51.

52 Limitation of liability

52.1 Limitation of liability

Subject to the exceptions set out in Clauses 52.2 and 52.3, the Contractor's maximum aggregate liability under or in connection with this Contract (whether for breach of contract, under an indemnity, for tort including negligence, for vicarious or strict liability, for breach of statutory duty or on any other legal, equitable or statutory basis) is limited to 100% of the contract sum.

52.2 Consequential loss

- (a) Subject to clause 52.3(c) and notwithstanding anything expressed or implied in the Contract to the contrary and to the extent permitted at law, the parties are not liable to each other for any Consequential Loss (whether for breach of contract, under an indemnity, for tort including negligence, for vicarious or strict liability, for breach of statutory duty or on any other legal, equitable or statutory basis).
- (b) In this clause, Consequential Loss includes:
 - a. loss of contract (other than this Contract);
 - b. loss of business opportunity;
 - c. loss of profit or anticipated profit;

- d. loss of production or data;
- e. loss of revenue or anticipated revenue;
- f. business continuity; and
- g. special, economic or indirect loss,

whether or not foreseeable or in the ordinary contemplation of the parties at the date of acceptance of tender but does not include any such amount included in the calculation of liquidated damages for failure to achieve practical completion by the date for practical completion.

- (c) This clause 52.2 does not apply to or limit any of the following obligations or liabilities of the Contractor for:
- a. interest accrued on the Contractor's unpaid debts;
 - b. to the extent the Contractor is indemnified under a policy of insurance, or amounts for which the Contractor would have been indemnified under insurance, had the Contractor pursued a claim under that insurance in accordance with its terms;
 - c. Liability for death, personal injury, or loss of or damage to third party property;
 - d. Liability for fraud, wilful default or wilful misconduct;
 - e. any claim in relation to Intellectual Property rights; or
 - f. Liability that cannot be limited at law.

52.3 Exclusion

Clause 52.1 does not apply to or limit any of the following obligations or liabilities of the Contractor:

- (a) liability which cannot be contracted out of at law; or
- (b) liability for fraud or criminal conduct; or
- (c) liability for wilful or reckless breach of any provisions of this Contract done with the deliberate intention of causing harm; or
- (d) liability to the extent the Contractor is paid for the liability by an insurer under an insurance policy required by the Contract up to the limits of insurance stated in this Contract or should have been paid but for a failure of the Contractor to effect and maintain the insurance; or
- (e) liability to the Principal for claims for:
 - a. injury to, illness or death of any person; and
 - b. loss or damage to property.
- (f) breach of Intellectual Property Rights;
- (g) breach of obligations of confidentiality under the Contract; or
- (h) abandonment of the works.

ANNEXURE to the Australian Standard General Conditions of Contract for Design and Construct

PART A

This Annexure shall be completed and issued as part of the tender documents and subject to any amendments to be incorporated into the Contract, is to be attached to these General Conditions of Contract and shall be read as part of the Contract.

Item		
1.	The law applicable is that of the State or Territory of: (Clause 1)	Queensland
2.	Payments under the Contract shall be made at: (Clause 1)	By electronic transfer
3.	The Principal: (Clause 2)	[REDACTED]
4.	The address of the Principal:	[REDACTED]
5.	The Contractor: (Clause 2)	Alder Constructions Pty Ltd (ACN 106 657 470)
6.	The address of the Contractor:	116 Siganto Drive, Helensvale QLD 4212
7.	The Superintendent: (Clause 2)	[REDACTED]
8.	The address of the Superintendent:	[REDACTED]
9.	The period of time for Practical Completion: (Clause 2)	73 weeks from the date of this Contract
10.	Preliminary Design: (Clause 2)	A Preliminary Design is included in the Principal's Project Requirements
11.	The Principal's Project Requirements are described in the following documents (additional to those listed in the Annexure item for Preliminary Design): (Clause 2)	Annexure Part F, attaching: 1) Contractors Quotation for Works; 2) Architectural Drawings Set; 3) Product Standards – Social Housing Dwellings; 4) Schedules of Fixtures & Finishes; 5) Development Approval Packages; 6) Liveable Housing Australia (LHA) Design Guidelines; 7) Social Housing Design Guidelines; and 8) Capital Funding Agreement (including Delivery Kit).
12.	Not Applicable	

13.	Contractor shall provide security in the amount of: (Clause 5.2)	5% of the Contract Sum. 2 unconditional bank guarantees (including GST)		
13A.	Form of Security	Unconditional bank guarantees		
14.	# Principal shall provide security in the amount of: (Clause 5.2)	Not Applicable		
15.	Retention moneys shall be deducted progressively as follows: (Clauses 5.5 and 42.1)	Not Applicable		
16.	The period of notice required of a party's intention to convert security into cash or to have recourse to security or retention moneys: (Clause 5.6)	14 days		
17.	The percentage to which the Principal's entitlement to security and retention moneys is reduced: (Clause 5.8)	50%		
18.	The percentage to which the Contractor's entitlement to security is reduced: (Clause 5.8)	Not Applicable		
19.	Holding of and interest on cash security and retention moneys—the Alternative applying: (Clause 5.10)	Not Applicable		
20.	The number of copies of documents to be supplied by the Principal: (Clause 8.3)	2		
21.	Documents, number of copies, and the times or design stages at which they are to be supplied by the Contractor: (Clause 8.4)	DOCUMENTS See Principal's Project Requirements	NUMBER OF COPIES See Principal's Project Requirements	TIME/ DESIGN STAGE See Principal's Project Requirements
22.	The time within which the Superintendent must give a direction as to the suitability of documents: (Clause 8.4)	14 business days		
23.	Work which cannot be subcontracted without approval: (Clause 9.2)	WORK BY CONSULTANTS Nil	WORK BY OTHERS Nil	

- | | | | | | | |
|--|---|---|----------|-----------|--|-----------------|
| 24. | Subcontractors or Selected Subcontractors whose contracts the Principal may direct be novated:
(Clause 10) | No Novation | | | | |
| 25. | The percentage for profit and attendance:
(Clause 11(b)) | 10% | | | | |
| 26. | Intellectual property rights granted to the Principal—the Alternative applying:
(Clause 13.2) | As per clause 13.2

(if nothing stated, Alternative 1 applies) | | | | |
| 27. | Legislative Requirements not required to be satisfied by Contractor:
(Clause 14.1) | Not Applicable | | | | |
| 28. | Insurance of the work under the Contract:
(Clause 18) | | | | | |
| | (a) The amount for demolition and removal of debris:
(Clause 18(ii)) | 15 % of the Contract Sum | \$ | | | |
| | (b) The amount for consultants' fees:
(Clause 18(iii)) | 10 % of the Contract Sum | \$ | | | |
| | (c) The value of materials or things to be supplied by the Principal:
(Clause 18(iv)) | 10 % of the Contract Sum | \$ | | | |
| | (d) The additional amount or percentage:
(Clause 18(v)) | Nil | | | | |
| 29. | Not Applicable | | | | | |
| 30. | The amount of public liability insurance shall be not less than:
(Clause 19) | \$20,000,000.00 | | | | |
| 31. | Amount of Contractor's professional indemnity insurance shall be not less than:
(Clause 21) | \$10,000,000.00 | | | | |
| 32. | Period for which Contractor's professional indemnity insurance shall be maintained after issue of the Final Certificate:
(Clause 21) | 10 years | | | | |
| 33. | Categories of Consultants and amounts of Consultants' professional indemnity insurance:
(Clause 21) | <table border="0"> <tr> <td style="text-align: left;">CATEGORY</td> <td style="text-align: left;">AMOUNT \$</td> </tr> <tr> <td style="text-align: left;">For any consultant engaged by the Contractor</td> <td style="text-align: left;">\$10,000,000.00</td> </tr> </table> | CATEGORY | AMOUNT \$ | For any consultant engaged by the Contractor | \$10,000,000.00 |
| CATEGORY | AMOUNT \$ | | | | | |
| For any consultant engaged by the Contractor | \$10,000,000.00 | | | | | |
| 34. | Period for which each Consultant's professional indemnity insurance shall | 10 years | | | | |

be maintained after issue of the Final Certificate: (Clause 21)					
35. The time by which access to the Site shall be given: (Clause 27.1)	Within 14 days of the Date of Contract subject to Contractor's compliance with clause 5.4.				
36. The time for giving possession of the Site to enable commencement of further work: (Clause 27.1)	Within 14 days of the Date of Contract				
37. The time by, or periods within which the Superintendent is to furnish information, materials, documents or instructions to the Contractor: (Clause 33.1)	<table> <tr> <th><u>INFORMATION, MATERIALS, DOCUMENTS OR INSTRUCTIONS</u></th><th><u>TIME/ PERIOD</u></th></tr> <tr> <td>Requests for information, requests for approval of shop drawings and any other document or information required or requested by the Contractor</td><td>7 days</td></tr> </table>	<u>INFORMATION, MATERIALS, DOCUMENTS OR INSTRUCTIONS</u>	<u>TIME/ PERIOD</u>	Requests for information, requests for approval of shop drawings and any other document or information required or requested by the Contractor	7 days
<u>INFORMATION, MATERIALS, DOCUMENTS OR INSTRUCTIONS</u>	<u>TIME/ PERIOD</u>				
Requests for information, requests for approval of shop drawings and any other document or information required or requested by the Contractor	7 days				
38. Events causing delay:					
—industrial conditions (Clause 35.5(a)(i))	Applicable				
—inclement weather (Clause 35.5(a)(ii))	Applicable				
39. Rate of liquidated damages: (Clause 35.6)	\$3,706 per day				
40. Limit of liquidated damages: (Clause 35.7)	<u>5% of the Contract Sum</u>				
41. Bonus for early Practical Completion: (Clause 35.8)	\$ Nil per day				
42. Limit of bonus: (Clause 35.8)	\$ Nil				
43. Other events for which extra costs for delay or disruption are payable: (Clause 36)	Not Applicable				
44. The Defects Liability Period (Clause 37)	52 weeks				
44A. The Extended Defects Liability Period (Clause 37)	52 weeks or the remainder of the Defects Liability Period, whichever is longer.				

- | | |
|--|--|
| 45. The charge for overheads, administrative costs, site supervision, establishment costs, attendance and profit for Daywork: (Clause 41(f)) | Not Applicable |
| 46. (a) Times under the Contract for payment claims: (Clause 42.1) | 3 rd day of each month for work carried out to the last day of the previous month |
| OR | |
| (b) Stages of the work under the Contract for payment claims: (Clause 42.1) | Not Applicable |
| 47. Unfixed plant and materials for which payment claims may be made before they are incorporated in the Works: (Clause 42.2) | No payment for unfixed plant and materials |
| 48. The amount of additional security for unfixed plant and materials: (Clause 42.2) | Not Applicable |
| 49. The rate of interest on overdue payments: (Clause 42.7) | 10% per cent per annum
(if nothing stated, 18 per cent per annum) |
| 50. The delay in giving access to the Site which shall be a substantial breach: (Clause 44.7(c)) | 21 days |
| 51. The delay in giving possession of the Site or sufficient of the Site which shall be a substantial breach: (Clause 44.7(d)) | 21 days |
| 52. Further steps required before proceedings—the Alternative applying: (Clause 47.2) | See amended Clause 47.2 |

Separable Portion

1. Separable Portion: Not used
2. The Date for Practical Completion:
(Clause 2)
- OR
- The period of time for Practical Completion:
(Clause 2)
3. Contractor shall provide security in the
amount of: \$
- (Clause 5.2)
4. Principal shall provide security in the amount
of: \$
- (Clause 5.2)
5. Rate of liquidated damages : \$ per day
(Clause 35.6)
6. Limit of liquidated damages: \$
- (Clause 35.7)
7. Bonus for early Practical Completion: \$ per day
(Clause 35.8)
8. Limit of bonus: \$
- (Clause 35.8)
9. Other events for which extra costs for delay
or disruption are payable: OTHER EVENTS
- (Clause 36)
10. The Defects Liability Period:
- (Clause 37)

**ANNEXURE to the Australian Standard
General Conditions of Contract for Design and
Construct**

PART B

DELETIONS, AMENDMENTS AND ADDITIONS

1. The following Clauses or parts of Clauses have been deleted from the General Conditions in AS 4300—1995:

Refer to the General Conditions of Contract for the deletions

.....

.....

.....

.....

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 4300—1995:

Refer to the General Conditions of Contract for the amendments

.....

.....

.....

.....

3. The following Clauses have been added to those of AS 4300—1995:

Refer to the General Conditions of Contract for the amendments

.....

.....

.....

.....

**ANNEXURE to the Australian Standard
General Conditions of Contract for Design and
Construct**

PART E

DEED OF NOVATION (Clause 10)

This Deed made the day of 19
between ("Principal")
of ACN.....
and ("the Contractor")
of ACN.....
and ("the Consultant")
of ACN.....

RECITALS

- A. The Principal proposes to engage the Contractor to design and construct a residential apartment project at [insert] in the State or Territory stated in Annexure Part A ("the Works") pursuant to a design and construct contract ("the Contract").
- B. The Principal has engaged the Consultant pursuant to the Consultancy Agreement to carry out and perform the Services.
- C. The parties have agreed to novate the Consultancy Agreement on the terms and conditions of this Deed.

OPERATIVE PARTS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Deed, unless the context requires otherwise:

"Buildability Problem" means any ambiguity, inadequacy, discrepancy, inconsistency, incompleteness or lack of co-ordination or integration of, between or in any documents which make up the Preliminary Design or the Services which cause a problem, difficulty or complexity relating to:

- (i) the means, methods or techniques by which the work required to be performed by the Contractor under the Contract is to be performed; and
- (ii) the co-ordination or integration of the work required to be performed by the Contractor under the Contract;

“**Consultancy Agreement**” means the agreement between the Consultant and the Principal in relation to the performance by the Consultant of the Services, brief particulars of which are set out in Item 1 of the Schedule;

“**Deed**” means this document and includes its schedules and annexures (if any);

“**Design Error**” means any defect, ambiguity, error, inconsistency or fault in, omission from, lack of co-ordination of or between, or lack of any detail in the Preliminary Design or the Services;

“**Preliminary Design**” means the design documents produced by the Consultant in performance of the Services as at the date of this Deed or any document whatsoever prepared by the Consultant in relation to the Works as at the date of this Deed; and

“**Services**” means the entire design services that are required to be performed by the Consultant pursuant to the Consultancy Agreement or any other design services provided by the Consultant in relation to the Works, a brief description of which is set out in Item 2 of the Schedule (and which includes the Preliminary Design).

- 1.2 In this Deed, unless the context requires otherwise, words importing the singular number include the plural number and vice versa.

2. NOVATION

The parties agree as follows:

- 2.1 the Principal and the Consultant mutually agree to terminate the Consultancy Agreement;
- 2.2 the Contractor and the Consultant agree that they hereby enter into a new agreement on the same terms and conditions as the Consultancy Agreement, save and except that:
- (a) the Contractor shall be named therein in lieu of the Principal;
 - (b) the obligations of the Contractor and the Consultant will be as if the Contractor had executed the Consultancy Agreement in lieu of the Principal; and
 - (c) the Consultant hereby indemnifies and holds harmless the Contractor from all claims, suits, costs, damages, expenses and losses (including, without limitation, consequential loss and delay costs) howsoever and whenever incurred arising out of or incidental to the Preliminary Design, the Services and any work performed by the Consultant under the Consultancy Agreement with the Principal prior to its termination and the new Consultancy Agreement with the Contractor;
- 2.3 the Principal warrants to the Contractor that it is not aware of any failure by the Consultant to properly perform the Preliminary Design or the Services performed to the date of this Deed;
- 2.4 the Consultant warrants to the Contractor that the Preliminary Design and Services performed by the Consultant as at the date of this Deed:
- (a) have been carried out in accordance with the provisions of the Consultancy Agreement;
 - (b) are suitable, appropriate, adequate and otherwise fit for their intended purpose;

- (c) comply with the requirements of the Contract and all relevant legislative requirements; and
 - (d) that there are no Design Errors or Buildability Problems in the Services;
- 2.5 the Consultant warrants and agrees that if following the date of this Deed it becomes apparent that there are any Design Errors or Buildability Problems in the Preliminary Design or the Services that:
- (a) the Consultant it will at its cost, promptly carry out any necessary design work to overcome any Design Error or Buildability Problems in the Services necessary to complete the Services;
 - (b) that any necessary work carried out by the Consultant to overcome any Design Error or Buildability Problem in the Services pursuant to Clause 2.5(a) will not constitute a variation to the Services; and
 - (c) the Contractor will not be liable upon any Claim, or liable to the Consultant for any Loss incurred or to be incurred by the Consultant, arising out of or in connection with any such Design Error or Buildability Problem in the Preliminary Design or the Services;
- 2.6 the Consultant acknowledges and agrees that the Contractor has relied on the warranties in Clause 2.4 and Clause 2.5 above when entering into the Contract;
- 2.7 the Consultant indemnifies and holds harmless the Contractor from all claims, suits, costs, damages, expenses and losses (including, without limitation, consequential loss and delay costs) howsoever and whenever incurred arising out of or incidental to the Services and any Design Errors or Buildability Problems in the Preliminary Design or the Services; and
- 2.8 the Consultant agrees that it will submit to the Contractor on the last day of each month and the day immediately prior to the date for practical completion under the Contract, a monthly report in relation to the Services in the form attached as Schedule 1 – Statement of Design Compliance.

3. INSURANCE

- 3.1 The Contractor must replace any insurances effected and maintained by the Principal under the terms of the Consultancy Agreement, that are required to be effected and maintained pursuant to the contract referred to in clause 2.2.
- 3.2 The Consultant will take the necessary steps to ensure that, for all insurances required to be effected by Consultant under the Consultancy Agreement, the Contractor is named in place of the Principal as required by clause 2.2 above.

4. GUARANTEES AND SECURITY

- 4.1 The Consultant must, within 14 days of the date of this Deed, provide to the Contractor security in the form and amount required by the contract referred to in clause 2.2(b).
- 4.2 The Contractor shall advise the Principal when it has received the security referred in to in clause 4.1 above and, following receipt of that notice, the Principal shall release any security held by it in respect of the Consultancy Agreement, to the Consultant.

5. PAYMENTS TO SUBCONTRACTOR

The parties hereby acknowledge that as at the date hereof, the Principal has paid the Consultant pursuant to the Consultancy Agreement the sum set out in Item 3 of the Schedule.

6. DUTY OF CARE

The Consultant warrants to:

- 6.1 the Contractor that the Preliminary Design and Services have been performed by the Consultant exercising care and skill;
- 6.2 the Contractor that the Preliminary Design and Services have been performed by persons who hold the necessary qualifications and experience of persons who ordinarily perform such works; and
- 6.3 to the Principal and the Contractor that it will exercise reasonable skill and care in completing the Preliminary Design and Services and further acknowledges that the Principal and the Contractor will be relying upon the skill and judgment of the Consultant in completing the Preliminary Design and Services.

7. ASSIGNMENT

This Deed is personal between the parties and no party may assign any right under this Deed except with, and in strict compliance with any conditions of, the prior written consent of each/the other party.

8. FURTHER ASSURANCES

The parties shall execute all documents and do all things necessary to vest in the Contractor the Consultancy Agreement or otherwise to give effect to the terms of this Deed.

9. GOVERNING LAW AND JURISDICTION

This Deed shall be construed in accordance with the laws of the State of Queensland and the parties irrevocably submit to the jurisdiction of the Courts of Queensland.

10. NOTICES

- 10.1 A party may give a notice required under this Deed by delivering such notice to the address and in the manner provided in Item 4 of the Schedule.
- 10.2 If a party gives the notice by post the notice will be taken to have been effected on the second Business Day in the place of delivery after the notice is posted.
- 10.3 If a party gives the notice by facsimile or by email, the notice will be taken to have been effected at the time of the facsimile or email is received.
- 10.4 If a party gives notice by facsimile or email and such notice is received after 4.00 pm on any business day or a day that is not a business day, the notice will be taken to have been received on the next business day.

- 10.5 The parties may give notice of another address (within Australia) to the other party and the new address shall be the address for service of the party for the purpose of this Clause 10.

11. NO MERGER ON SETTLEMENT

The provisions of this Deed and the warranties and covenants given and made and any other obligations under this Deed which are not satisfied by the due date shall not merge on settlement.

12. NON-REVOCATION OF POWER OF ATTORNEY

Each of the attorneys executing this Deed states that at the time of execution of this Deed, he has received no notice of revocation of the Power of Attorney pursuant to which he has executed this Deed.

SCHEDULE

Item 1 (Clause 1.1) – Details of the Consultancy Agreement

Parties:.....

Date:.....

Contract Sum:..... (exclusive of GST)

Item 2 (Clause 1.1) – Brief description of the Services

.....

Item 3 (Clause 5) - Payments made by the Principal under the Consultancy Agreement as at the date of this Deed.

.....

Item 4 (Clause 10) – Address for Service of Notices

Principal:.....

Contractor:.....

Consultant:.....

.....

In witness whereof the parties have executed this Deed of Novation by affixing their seals.

THE COMMON SEAL of (Principal)
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

THE COMMON SEAL of (Contractor)
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

THE COMMON SEAL of (subcontractor)
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

**ANNEXURE to the Australian Standard
General Conditions of Contract for Design and
Construct**

PART F

PRINCIPAL'S PROJECT REQUIREMENTS

(Clause 2)

Miami Contract Document Register	
A	Project Brief - 1990 Gold Coast Hwy Miami
B1	1990 Gold Coast Hwy Miami RFT
B2	Miami Tender RFI Responses
B3	Alder Constructions RFT Submission
D	230828_Trade Breakdown
E1	DA Package_SARA Signed Referral Response Miami
E2	DA Package_Signed Decision notice Miami
E3	DA Package_Stamped Approved Plans Miami
E4	1990 Gold Coast Hwy original plans
E5	DA SET
E6	DA Drawings
E7	Engineering Services Plan
E8	Flood Emergency Plan
E9	Storm Water Management Plan
E10	Carpark Markup
F	Geotech Report V1
G	Survey amen with Sewer mhn 1021D1-B
H	Civil Information Request Response Letter
I	Acoustic Report_Revised
J	Landscape Rev SK
K	LPE-1990 Gold Coast Hwy - Solar,HWS,Embedded Network
L	Envirodevelopment Technical Standards Vol3
M1	CHQL Capital Funding Agreement
M2	Queensland Government Delivery Kit 2019
N	Social Housing Design Guidelines
O	Social Housing Design Technical Summary Sheets V2
P	Social Housing Design indicative floor plans apartment
Q	NDIS SDA Design Standards
R	Product Standards
S	Liveable Housing Desgin Standards
T	Window Schedule
U	Acoustic Fence
V	Appliances Schedule
W	Ext Door Schedule
X	Int Door Schedule
Y	Sanitaryware Schedule

PROJECT BRIEF

Project Name: [REDACTED]

PURPOSE

To provide a comprehensive overview of the project, outlining specific expectations and requirements of [REDACTED]. Its aim is to facilitate the builder's understanding of the project's scope and details in order to submit a tender proposal that aligns with the project's objectives.

THE PROJECT

The Project site covers approximately 2,029 SQM, featuring existing improvements comprising of 18 units owned by the Department of Housing and Public Works. The tenderer will be responsible for the demolition of existing structures on the site. The terrain of the site is relatively flat from east to west, with an existing basement carpark located on the southern side of the property. Situated within the medium density zone of the Gold Coast City Council area, the project's site is specifically identified as [REDACTED], situated along the [REDACTED]. The site location is [REDACTED].

The project will deliver 20 apartments to Gold standard plus 10 apartments to Platinum standard.

All apartments are accessible via a lift service.

There will be a further 2 apartments designated as Special Disability Accommodation High Physical Support category. This will consist of 1 x 2 bed unit and 1 x 3 bed dual key unit.

- 22 x two-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 80SQM (excl balcony area)
- 8 x one-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 52SQM (excl balcony area)
- 1 x two-bedroom & 1 x 3 bedroom dual key apartments for Specialist Disability Accommodation built to High Physical Support Design Category.

DESIGN REQUIREMENTS

- Platinum and Gold standard as nominated on Drawings
- SDA units to be High Physical Support Category

Documents to be referenced for compliance.

- Livable Housing Design Guidelines (Forth Addition).
- Social Housing Design Guideline Toolkit 2021
- Product Standards Social Housing Dwellings June 2016.
- NDIS SDA Design Standards 2019 (High Physical Support category)
- Any other documentation supplied to the builder by the client.



Further Requirements

Water & Waste

- Centralized storage hot water system with Solar heating, (no thermostatic mixing valves). Other than requirements for the SDA units
- Hot water meters to each unit
- Individual cold-water meters for each unit of type compliant to Gold Coast Council for meter reading.
- No Irrigation to landscaping, lockable/vandal proof hose cocks to facilitate hand watering if required.
- Where council request irrigation to planter provide hose cock and power for simple system
- Hose cocks in common areas to facilitate cleaning .
- Provide tundish to each balcony for future A/C installation, coordinate location with electrical provision

Electrical

- Main Switch board design to cater for Embedded network make allowance for individual metering and CT chamber for parent meter.
- Data cable from hot water meters in individual units to electrical meter for remote reading, as per LPE proposal.
- DBs in each unit with RCD circuit breakers to all circuits.
- Include data points and TV outlets as require by Social housing design stds
- Include all infrastructure required for NBN connections
- Ceiling fans required in all habitable rooms
- Provision for future AC installation ie pre wire 20amp circuit terminate at isolator on each balcony.
- No access control or Intercom systems required.
- CCTV to cover entry exit points only with ability to access footage remotely
- GPOs to common area to facilitate scooter charging and cleaning.
- LPE proposal for site is included for works reference. Tenderer to include all necessary works required to incorporate LPE works into the design & build. Included all necessary developer/body corporate obligations.

Mechanical.

- Air Conditioning to SDA units, Community Rooms and Office only.
- Preference for natural ventilation rather than Mechanical where possible.
- Range hoods to be vented directly to outside.
- Eliminate ducting wherever possible use wall fans or like direct to outside



Demolition

- The builder is to include all demolition & make good required to achieve the final outcome, all structures, foundations, services etc including any works outside the boundary. Allow all necessary permits, fees, charges, services disconnection.

Note: Builder to determine if portion of existing lower carpark, retaining walls etc can be retained for flood storage zone.

Fire Safety

- Supply and install Fire Safety equipment as required to satisfy requirements of QFRES including evacuation diagrams.
- Nominate fire sprinkler std applied.
- Nominate extent of fire safety equipment allowed for.

GENERAL

- Crime safe screens or equivalent to be installed to all opening windows and doors other than fire doors.
- Peep holes to entry doors that do not have security screens.
- Cross flow ventilation where can be provided.
- Master Key system if applicable to be LG7 and easily transferred to another locksmith if required.
- Consideration to longevity and maintenance requirements when selecting all finishes.
- The builder will attend to all defects & maintenance requirements including servicing of plant and equipment as required during the defect liability period.
- Shower screen to be fitted in Platinum unit. (To be fitted so as can be removed for shower rail and curtain fitted if required.)
- Std wall facing toilet suite to be installed in Platinum unit. (waste to be positioned for installation of Care toilet if required). Setout & heights must comply with Platinum requirements.
- No disability mods (grabrails, Shower seats etc) to be fitted. unless directed by  otherwise.
- Vinyl planks to living area and solution dyed nylon carpets to bedrooms with ceramic tiles to bathrooms. Non slip durable finish to Balconies and common walkways etc.
- SDA accommodation to have vinyl planks through out other than bathroom.
- All finishes to be generally from std range laminates etc.



CERTIFICATION

- The builder will be responsible to meet all the requirements to achieve Certificate of Occupancy and any other certification required by other authorities, including conditions as set out in the GCCC decision notice.
- Energex connection application and associated costs.
- SDA certification.
- The builder will provide in writing confirmation at Practical Completion, that all certification requirements have been achieved.
- The builder is to provide to the client all As built Drawings, Warranties and operating manuals as part of the Handover requirements.

REQUEST FOR TENDER (RFT)

Project Title	[REDACTED]
Project Location	[REDACTED]
Principal	[REDACTED]
Tender Submission Due Date	2pm (Friday) 01st March 2024
Deadline for Tender Queries/Clarifications from Tenderers	2pm (Friday) 09 th February 2024
Project Commencement Date	It is anticipated that the works will commence as soon as practically possible after the Contract is awarded.
Principal's Representative for Tender	[REDACTED] [REDACTED] [REDACTED]

REQUEST FOR TENDER

Document Reference

Report Title: - Request for Tender

Author:

Dated: 19/01/2023

Revision: 1

Document Control

Revision	Author	Date	Description	Approved
1	FM	19/01/2023	Issued for Tender	

Table of Contents

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2. Project Overview & Requirements.....5

3. Conditions of Tender 7

4. Appendices.....14

1. DEFINITIONS

In this Request for Tender, unless a contrary intention is apparent:

"Contract" means the Amended Draft AS 4300

"GMP" means guaranteed maximum price

"Form of Tender" means the form the tenderer must complete and sign which provides formal acknowledgment that the tenderer understands and accepts the terms of conditions of the tender documents and any other requirements that are stipulated;

"Intellectual Property Rights" means any rights in respect of or in connection with any confidential information, copyright, patents, design rights, reports, drawings, specification, or eligible layout rights and includes any right to apply for registration of such intellectual property rights;

"Principal Contractor" or **"Contractor"** means a person or any other body (whether corporate or otherwise) providing the goods and/or services pursuant to the Contract;

"Principal" means [REDACTED];

"Principal's Representative" means the person specified in this RFT that will be running this tender process on behalf of the Principal;

"Request for Tender" or **"RFT"** means this document and all of its Parts inviting Tenderers to offer to meet the Principal's requirements by submitting a Tender in accordance with the requirements of these Conditions of Tender;

"Site" means [REDACTED];

"Schedule of Finishes" means the schedule of finishes attached to this RFT;

"Statement of Non-Compliance" means the Statement of Non-Compliance in the format specified in the Conditions of Tender;

"Tender" means the Tenderers response to this Request for Tender;

"Tenderer" means a person, partnership or any other body (whether corporate or otherwise) who submits a tender in accordance with this Request for Tender;

"Validity Period" means the time period during which the Principal may accept a Tender; Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of these Conditions of Tender:

- i. A cross reference to a clause number is a reference to a clause of these Conditions of Tender and includes all of its subclauses;
- ii. Words importing the singular include the plural (and vice versa) and words importing a gender include any other gender
- iii. In the event of any inconsistency between these Conditions of Tender and the Conditions of Contract contained in this RFT, the latter shall prevail, unless a contrary intention is indicated, the RFT shall be interpreted as stated in the Conditions of Contract attached to this RFT.

2. PROJECT OVERVIEW AND REQUIREMENTS

2.2 The Project

The Project site covers approximately 2,029 SQM and has existing improvements comprising of 18 units owned by DHPW. Existing structures are to be demolished prior to commencement of new construction. The site is relatively flat from east to west with existing basement carparking on the Southern side of the property. The site is located in the medium density zone of the Gold Coast City Council area. The site location is



The project will deliver 20 apartments to Gold standard plus 10 apartments to Platinum standard. All apartments are accessible via a lift service.

There will be a further 2 apartments designated as Special Disability Accommodation High Physical Support category. This will consist of 1 x 2 bed unit and 1x 3 bed dual key unit.

- 22 x two-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 80SQM (excl balcony area)
- 8 x one-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 52SQM (excl balcony area)
- 1 x two-bedroom & 1 x 3 bedroom dual key apartments for Specialist Disability Accommodation built to High Physical Support Design Category.

2.3 Request for Tender Summary

This request for tender is for the design and construction of the development through a guaranteed maximum price & shared savings agreement based on the tender documents and under a design and construct contract with a Principal Contractor.

Workplace health and safety, cost, programme and quality are critical to the success of Tenderers submission and the project.

2.4 Design / Consultants

The design has progressed to its current stage as per the attached documents within the appendices and another key aspect that is critical to the success of the project is to achieve exceptional sustainability outcomes.

The construction documentation shall be prepared through design workshops with the Principal Contractor, Principal Contractor's design team and the Principal in attendance, which will ensure that a collaborative approach is achieved. Final construction documentation is to be

based on the tender documentation and current design intent, however may include alternative solutions proposed by the Tenderer, if approved in writing by the Principal.

Tenderers must allow for all consultant fees or costs associated with preparation of the design, construction documentation and for the remainder of the project.

2.5 Sub-Contractors and Suppliers

Tenderers are advised that the use of locally sourced contractors and product suppliers is to be encouraged and will be favourably viewed by the Principal.

2.6 Approvals and Associated Costs

Development Approval Package is provided as part of the tender documents

Tenderers are required to allow for all required approvals and associated fees/charges and consultant fees to complete the works. These may include, but are not limited to Private Building Certifier, Building Approvals, Demolition approval, Plumbing, Fire & QFRS Approval, relaxations during the building approval process, Accepted Development conditions, services disconnections/connections/relocation's, all consultant/construction inspections necessary to achieve final certificate, any easement surveys/plan sealing if required, additional site investigations/Geotech (if required), footpath/road closure permits(if required), etc.

2.7 Media

All enquires by media regarding this project prior, during and after construction are to be passed onto for response. Tenderers and Contractors are not to disclose project details to any media, except for placing enquires in the paper for subcontractors/suppliers.

2.8 Donations and Value Engineering

The Principal welcomes any charitable donations by tenderers for the project, i.e. building materials, fixtures and fittings, etc. In return, this high-profile project will provide the Contractor with advertisement from media releases by

In addition to this, the Principal requests that tenderers provide a list of proposed value engineering items for cost saving purposes. Value engineering items should be clearly detailed within Tender submissions and accurately costed.

2.9 Construction Program

The Contractor shall prepare a construction program and submit it to the Superintendent prior to the Principal granting possession of the site. At fortnightly intervals, the program shall be reviewed jointly by the Contractor and the Superintendent. The Contractors program shall include allowance for inclement weather as detailed in the Special Conditions of Contract.

2.10 Liquidated Damages

If the Contractor fails to complete the works by the Date for Practical Completion together with any extensions of time granted by the Superintendent, the Contractor shall be liable to the Principal for liquidated damages in the amount stated in the annexure Part A for every calendar day after that date until Practical Completion has been achieved or the Contract terminated or the Principal takes the works out of the hands of the Contractor, whichever is sooner.

3. CONDITIONS OF TENDER

3.1 Tender Documents

This Request for Tender is based on the following documents:

- i. Project Brief –
- ii. Amended Draft AS 4300
- iii. Tender Trade Breakup
- iv. Geo Tech Report Ver 1
- v. Development Approval Package
 - SARA Referral Response
 - Signed Decision Notice
 - Stamped Approved Plans
- vi. Survey amended with sewer manhole
- vi. Civil Information Request – Response Letter
- vii. Acoustic Report
- viii. Landscape Rev SK (C)
- ix. LPE – Solar, Hotwater, Embedded Network Proposal
- x. EnviroDevelopment Technical Standards Vol.3
- xi. Qld Government Delivery Kit
- xii. Social Housing Design Guideline
- xiii. Social Housing Design Technical Summary Sheets V2 June 2022
- xiv. Social Housing Design Indicative Floor Plans
- xv. NDIS SDA Design Standards
- xvi. Product Standards
- xvii. Liveable Housing Australia Design Guidelines

3.2 Clarifications Prior to Tender Submission

Tenderers seeking clarification of any of the requirements in this RFT prior to the tender submission due date may only do so in writing and by directing their request to the Principal's Representative by the deadline as shown on the front cover of this RFT.

3.3 Queries by Tenderer

If any Tenderer locates any error or omission in the RFT or has any doubt as to the meaning of any part of the RFT, the Tenderer must seek clarification from the Principal's Representative by the deadline as shown on the front cover of this RFT.

The Tenderer shall not communicate with any of the Principals' consultants or with any person or corporation who is the intended owner, occupant, operator or manager of any facility the subject of the Tender except with the express written approval of the Principal's Representative.

3.4 Alterations

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal's Representative will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Tender Submission due date.

3.5 Site Inspection/Tender Briefing

The tenderer must visit and inspect the site and its surroundings and satisfy themselves with all matters relating to the proposed Contract prior submitting a Tender.

Tender briefings with the Principal's Representative are available upon request at
 office in Robina.

3.6 Validity Period of Tender

Each Tenderer shall for each Tender it submits, maintain a Validity Period of ninety (90) calendar days from the Tender submission due date.

If the Principal seeks an extension of the Validity Period, a request in writing will be forwarded to the Tenderer who shall be required to respond in writing to extend the Validity Period.

3.7 Tender Response Requirements

Tenderers must complete and return:

- i. Tender Letter & Trade Break Up
- ii. Anticipated Program/Duration from Contract signing to Practical Completion
- iii. Schedule of Alternate Solutions, if applicable
- iv. Alternate offer, if applicable
- v. Statement of non-compliance, if applicable
- vi. Any other information required by this Request for Tender.

Failure to provide this information will result in the Tender not being accepted for evaluation.

3.8 Format of Tender

The Tender shall be prepared in accordance with the following requirements.

- i. Price Basis - All prices for goods/services offered under this Request are to be fixed for the term of the Contract.

Unless otherwise indicated prices tendered shall include supply of all labour, plant and equipment, materials, chemicals, transport/cartage, supervision/administrative costs, surveying, travelling expenses etc and all applicable levies, duties, taxes, fees and charges.

Tenderer is also to allow for all profit and overheads on all provisional sums and quantities.

Any charge not stated in the Tender as being additional will not be allowed as a charge for any transaction under any resultant Contract;

- ii. Taxes - all prices must be submitted on the basis of the Australian tax legislation as at the date of this RFT
- iii. GST - The Tender Sum, inclusive of GST, and the amount of GST, must be shown on the Tender Form where designated

3.9 Part Offers

The Principal will not accept a part offer.

3.10 Alternative Offers

Tenderers may submit an alternative offer, provided that it is submitted with a Tender that complies with the requirements of this RFT. In order to be considered for evaluation, any such alternative offer must:

- i. Be submitted on a separate Form of Tender, clearly marked "ALTERNATIVE TENDER";
- ii. Fully describe its advantages, disadvantages, limitations and capabilities;
- iii. Be fully costed; and
- iv. Permit ready comparison of the alternative offer with complying Tenders.

3.11 Tenderers to Inform Themselves

By responding to this RFT, a Tenderer will be deemed to have acknowledged and agreed that it has done so on the basis that it has:

- 1. The necessary skills, knowledge and experience to provide the goods and/or services sought.
- 2. In preparing their Tender;
 - i. Fully examined the RFT (including all documents the RFT refers to) and any other information made available by the Principal to Tenderers for the purpose of this RFT; and
 - ii. Made its own reasonable enquiries (including inspections) to fully inform itself of all the risks, contingencies and other circumstances which may impact on the Tender and the proper performance of the Contractor's obligations under the Contract; and

- iii. Not relied upon any warranty or representation (whether oral or in writing or by conduct) made on behalf of the Principal except where such warranty or representation is contained in this RFT or made through the processes specified by these Conditions of Tender; and
- 3. Satisfied itself as to the accuracy and sufficiency of the Tender (including the Tender prices) to achieve the due and proper performance and completion of the Contractor's obligations under the Contract.

3.12 Statement of Non-Compliance

The Tenderer must provide a Statement of Non-Compliance with the Tender. The purpose of this Statement is to highlight those clauses in the Specifications and the Conditions of Contract that the Tenderer does not accept or will not be able to fully comply with.

The Statement of Non-Compliance must be in the format included in the Tender Deliverable Attachments.

In completing the Statement of Non-Compliance, Tenderers must note that where the Statement does not indicate which clauses or conditions of either the Specifications or the Conditions of Contract that the Tenderer:

- i. Does not accept; or
- ii. Will not be able to fully comply with,

The Tenderer will be deemed by the Principal to have fully complied with and accepted all those clauses and conditions which are not included in the Statement of Non- Compliance.

For the purposes of these Conditions, such full compliance means:

- i. In the case of a clause which is of an informative nature only - that the clause has been read and understood;
- ii. In the case of a clause which imposes a contractual condition - that the condition is agreed to in a strict and literal sense; and
- iii. In the case of a clause which specifies a characteristic or performance standard to be met by the goods and/or services to be provided - that the offer is to provide or exceed the specified characteristic or standard.

3.13 Ownership of Tender Documentation

By submitting a Tender, the Tenderer:

(a) licenses the Principal to reproduce for its own purposes whatsoever, the whole or any portion of the Tender notwithstanding any copyright or other Intellectual Property Right that may subsist in any of the documents forming the Tender; and

- i. Acknowledges that the Tender and all other documentation submitted with it shall not be returned to the Tenderer.

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- ii. The Principal acknowledges that, subject to paragraph (a) above, the Intellectual Property Rights in the Tender documentation remains vested in the Tenderer concerned.

3.14 Site Allowances

This contract is not subject to adjustment for Site allowances.

3.15 Customs Duty

The Tenderer shall allow for any customs duty and primage applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

3.16 Lodgement of Tenders and Delivery Method

The Tender must be lodged by

2pm (Friday) 01st March 2024

The Tender is to be:

- i. Lodged in PDF electronic format with all necessary supporting documentation, alternate Offers etc as requested by this RFT.

3.17 Late Tenders

Tenders lodged after the Tender submission due date will not be accepted for evaluation.

3.18 Tender Process

Subsequent to the Tender submission due date, all correspondence and communications relating to this RFT shall be in writing and directed to the Principal's Representative.

3.19 No Obligation to Enter into a Contract

By issuing this RFT, the Principal is under no obligation (whether equitable or legal) to proceed either in whole or in part with the procurement of the goods and/or services to which the RFT relates. The Principal is not committed contractually or in any way to any person who may receive the RFT or submit a Tender.

3.20 Variations to the RFT

The Principal reserves the right to:

- i. Vary or amend the terms and conditions of this RFT at any time before the Tender submission due date and shall only do so by giving Tenderers timely written notice of such variations or amendment; and
- ii. Suspend, terminate or abandon this RFT at any time prior to or after the Tender Closing Time.

3.21 Opening of Tenders

Tenders will be recorded and evaluated by a tender panel of the Principal at the same time. Staff involved in the tender evaluation process will abide by strict probity requirements.

3.22 Non-Conforming Tenders

Any Tender which does not comply with the requirements of this RFT may be classified as non-conforming and may be excluded from further consideration. The decisions as to whether a Tender is non-conforming or not and whether a non-conforming Tender is to be accepted or excluded from further consideration are matters that are within the Principal's sole and absolute discretion.

3.23 Errors in Tenders

The Principal may exclude from consideration, any Tender in which prices are not clearly and legibly stated.

If a Tenderer becomes aware of any discrepancy, error or omission in its Tender and wishes to lodge a correction or additional information, it can only do so if:

- i. The correction or additional information is provided to the Principal without undue delay; and
- ii. The correction or additional information is provided to the Principal in writing and is signed and dated by the Tenderer; and
- iii. The Principal first agrees to the provision of such correction or additional information.

3.24 Clarification of Tenders

At any stage during the evaluation phase, the Principal may request:

- i. Clarification of any Tender in respect of specific issues contained in that Tender
- ii. Interviews with any Tenderer
- iii. Any Tenderer to provide additional information in writing
- iv. Site inspection or a presentation of a Tenderer's facilities and equipment to clarify any part of the Tender and to examine the capabilities of such facilities and equipment. The Tenderer shall not unreasonably deny such request.

When requested to clarify any matter contained in the Tender or to provide additional information, Tenderers shall provide such clarification and/ or information in writing at the time and place stipulated by the Principal. Failure to comply with any such request may result in the Tender being excluded from further consideration.

3.25 Conduct of Tenderers

Any Tenderer, which,

- i. Is found to have offered a bribe, gratuity, bonus, or any sort of enticement to any agent, officer or employee of the Principal, or
- ii. Discusses the Tender with any agent, officer or employee of the Principal (with the exception of the Principal's Representative) at any time prior to the awarding of the Contract to the successful Tenderer, shall have their Tender rejected by the Principal.

3.26 Tender Costs

The Tenderer will bear all the expenses it incurs in preparing its Tender or negotiating a Contract and is not entitled to seek any compensation or reimbursement of those costs from the Principal.

3.27 Tender Evaluation

The Principal has issued Tenders to a list of pre-selected organisations.

The evaluation of Tenders received will take into account the following information:

- i. Tender Sum;
- ii. Project duration;
- iii. Extent of non-compliance and/or alternate solutions;
- iv. Contractor's Health and Safety Record;
- v. References & Past Project Performance;
- vi. Key Sub-Contractors and Suppliers;
- vii. Financial Assessment Report.

The successful tenderer will need to provide consent to the Department with true copies of their respective financial details, information and records as per section 12.1 of the delivery kit.

3.28 Formation of Contract

The Contract for the supply of the goods and/or services required by this RFT will be based on AS4300 - 1995 Amended General Conditions of Contract for Design and Construct.

The final decision to appoint a Contractor or not, will rest with the Principal in its sole and absolute discretion. The Principal will not be bound to accept the provision of any goods and/or services offered by any Tenderer unless and until execution of a contract by the Principal with the successful Tenderer.

3.29 Formal Instrument of Agreement

A Formal Instrument of Agreement will be required to be executed in respect of any Contract arising from this RFT.

3.30 Principals Delegate

Any act, matter or thing which is required to be performed or done by the Principal or is permitted to be performed or done by the Principal may be performed or done by the Principal's Representative or any other person duly authorised by the Principal.

3.31 Quantities etc

The Principal will accept no responsibility for the accuracy of any quantities or other measurements supplied as part of this RFT.

3.32 Intellectual Property

Intellectual Property Rights in all material, whether of the Tenderer or a third party, submitted by a Tenderer in its Tender is assigned to the Principal, without any requirement for further documentation or writing, upon acceptance by the Principal of its Tender.

To the extent that any material submitted by a Tenderer is the subject of pre-existing Intellectual Property Rights of third parties, the Tenderer warrants that it is able to procure an assignment of all such Intellectual Property Rights to the Principal and agrees to obtain such assignment upon acceptance of its Tender.

The Tenderer indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal's use of the Tender material infringe any Intellectual Property Rights of that third party.

4. APPENDICES

- A. Project Brief –
- B. Amended Draft AS 4300
- C. Tender Trade Breakup
- D. Geo Tech Report Ver 1
- E. Development Approval Package
 - SARA Referral Response
 - Signed Decision Notice
 - Stamped Approved Plans
- F. Survey amended with sewer manhole
- G. Civil Information Request – Response Letter
- H. Acoustic Report
- I. Landscape Rev SK (C)
- J. LPE – Solar, Hotwater, Embedded Network Proposal
- K. EnviroDevelopment Technical Standards Vol.3
- L. Qld Government Delivery Kit
- M. Social Housing Design Guideline
- N. Social Housing Design Technical Summary Sheets V2 June 2022
- O. Social Housing Design Indicative Floor Plans

REQUEST FOR TENDER

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- P. NDIS SDA Design Standards
 - Q. Product Standards
 - R. Liveable Housing Australia Design Guidelines

Num	Question / RFI / Site Visit / Other / Addendum	Response/ Answer
	As Built Drawings.	We have sent existing drawings. We have sent drawings that are additional to the DA stamped drawings.
	Asbestos Report.	There is no asbestos report available for this building. Please refer to your site visit notes. The building was built in 1983.
	LPE – Solar Hot Water, Electrical Meter Proposal	Sent to tenderers.
	Finishes Schedules & Specifications	These have been sent to all tenderers.
	Stormwater Management Plan	Attached.
	Flood Tank Plans	There are Flood tank plans included in the Ref F DA Drawings as well as stormwater document.
	Infrastructure Charges Notice	Attached in email. It's not current, mid last year. Tenderers to allow for any increases.
	Will it be acceptable for us to approach members of your design team to obtain fee proposals for the completion of the documentation?	Yes, please do.
	Are the following embedded network costs borne by the principal or to be included in the contractor's tender? a. Photo Voltaics @ \$20,355 b. Hot water @ \$23,347 c. Embedded Network @ \$14,130	Yes include them in the contractors tender cost

	EnviroDevelopment Technical Stds Vol 3 has been included in tender pack. Could you please clarify if obtaining certification under this scheme will be the D&C contractor's responsibility? If it is, could you please provide any correspondence and planning that has taken place to date relating to this certification for the project?	No registration has been sought at this stage.
	Has a pressure and flow test been done? If not, what assumptions should we make?	No and please make your assumptions as part of the tender.
	What is currently known about the power servicing the site? Will there be any requirement for a transformer?	Given the location and that there are already units there existing it would be unlikely a transformer would be required although please make your own assumptions at this stage.
	In order meet the requirements of the gold front door and patio steps these areas will need to incorporate strip drains to meet the requirements. A hydraulics performance solution to address the step without a strip drain may not get over the line, especially on the ground floor units.	This is up to Builders certifier – There are a number of solutions and this would depend on design levels and the acceptance of any performance outcomes – Ground floor could be navigated with strip drains, pedestal tiles or performance outcomes once design levels understood.
	We would also like to request a copy of the director general designation for the project.	I don't know about this item but will enquire about it.
	In regards to window treatments the design guidelines mention curtains but don't give any details. Do the units require roller blinds to the bedrooms & living area windows rather than curtains & would they be sheer or blackout material? What about the sliding glass doors, do they require window treatments?	We will confirm in the next few days.

	In regards to the SDA units in the past we have used automated roller blinds to all windows & 1 way mirror film to the sliding glass doors, Can we do the same for these ones?	
	Is the dishdraw and the dryer on the spec is to be used in both the standard units as well as SDA.	No – Dishwasher in SDA units only
	Carparking layout and numbers indicated drawings appear to be provided as per DA conditions, note this includes one PWD carpark. SHDG notes one PWD carpark per platinum dwelling as per the snip below. Additionally, SDA guidelines note where a fully accessible carpark is provided for use of a high physical need or fully accessible participant, the dimensions shall be min 3800mm wide x 5400mm long.	Refer attached marked that has been, in principle, agreed with the Department. Final locations can be addressed during design.
	Please advise whether incorporation of carparking for Platinum and SDA units or exemption has been sought from the department. 6.b. Car parking and site access <i>(Developments with congregated carparking)</i> Car parking rates of provision Developments must meet the Performance Outcomes of local planning schemes, typically requiring that developments "provide sufficient off-street parking to accommodate for parking demand". Unless otherwise specified by the department, <u>one covered car parking space per dwelling is required</u>. This is to include one fully wheelchair accessible car park per Platinum Level dwelling, located as close as possible to Platinum Level dwellings.	Carpark Layout Attached

	Has an expression of interest, or registration of the project as an Envirodevelopment been sought, as the requirements are not specifically listed in the PPR	No registration has been sought at this stage.
	PPR notes the following yield: <i>The project will deliver 20 apartments to Gold standard plus 10 apartments to Platinum standard. All apartments are accessible via a lift service.</i> <i>There will be a further 2 apartments designated as Special Disability Accommodation High Physical Support category. This will consist of 1 x 2 bed unit and 1x 3 bed dual key unit.</i> • <i>22 x two-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 80SQM (excl balcony area)</i> • <i>8 x one-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 52SQM (excl balcony area)</i> • <i>1 x two-bedroom & 1 x 3 bedroom dual key apartments for Specialist Disability Accommodation built to High Physical Support Design Category.</i> Our count of the DA stamped plans has the following numbers/types of units: • 19 x one bedroom LHA Gold • 1 x two bedroom LHA Gold • 3 x one bedroom LHA platinum • 7 x two bed LHA Platinum • 1 x two bed SDA HPS • 1 x 3 bed SDA HPS dual key Please confirm the yield required.	TOTAL PROPOSED DWELLINGS 33 UNITS – AS per DA Cover sheet – Matches as written except Unit count of the dual key as 1 1 BEDROOM LHA GOLD 19 UNITS 1 BEDROOM LHA PLATINUM 3 UNITS 2 BEDROOM LHA GOLD 1 UNITS 2 BEDROOM LHA PLATINUM 7 UNITS 2 BEDROOM SDA HPS 1 UNITS 3 BEDROOM DUAL KEY SDA HPS 2 UNITS (COUNTED FOR EACH DUAL KEY ACCESS)

	We note that the tender plans show one lift, considering the number of accessible units, although maybe not required to meet the NCC, would a second lift be appropriate?	One lift was adapted due to space constraints.
	There is no entry shown to the level 1 services room, what is required, double doors or a single door?	Services are yet to be nominated - number of doors will relate to the services and their access requirements.
	What is the extent of the decorative battens to the covered walkway ceilings I assume that they run from the entry to Stair B plus the covered entry to the lift lobby, please confirm?	Extent of the decorative battens to the covered walkway ceilings - run from the entry of GC Hway to end of Stair B to include the entry of the 1 bedroom unit. Lift Lobby area no battens shown or required to ceiling.
	There is no screening shown to the patios on level one, I assume that this is an oversight & should be included, please confirm?	Screening of Level 1 was not required – separating fence from 1 bed LHA and the SDA adjacent may be a preference but was left open for maintenance access and courtyards were not requested to be individually separated.
	We note that there is a 10mm front door step onto broom finish concrete to meet the requirements of the gold & platinum units, as this does not meet the weatherproofing requirements of the NCC. The SGD's & the entries areas will need to incorporate strip drains to meet the requirements, therefore also requiring tiling to the adjacent surfaces to incorporate. A hydraulics performance solution to address the step without a strip drain may not get over the line, especially on the ground floor units. I think we should be tiling the covered walkway to level one from the offices to stair B & the width of the walkway in front of each unit entry, please confirm?	Tiling to all walkways is preferred however these are sometimes deleted due to budget constraints. Departments preference is broom finish concrete, although difficult to maintain during construction. This is up to the builders & certifier to navigated around.
	Is there any requirement for community seating to the roof area apart from what is shown around the planter?	No additional seating required at this stage.

	The PPR specifies carpets to the bedrooms but I thought that the SHDG now require vinyl throughout, & no carpet, please confirm?	The department preference is to use vinyl slip resistant flooring in the bedrooms. Allow vinyl planks at this stage.
	The SHDG do not appear to cover what is required in the way of floor finish to the community area on the roof, we will allow waterproofing with tiles to this area, please confirm?	Waterproofing and tiles preferred
	Is the dish draw and the dryer on the spec to be used in both the standard units as well as SDA, please advise?	Dishwasher is only required in SDA kitchens.
	Do the water meters require a screened enclosure?	We don't believe there is a requirement or DA condition.
	Are window coverings required to the SGD's?	Yes, minimum requirement is blackout roller blinds to fixed & sliding panels. See answer at the end of this RFI table.
	The elevations show several double hung windows but the SHDG state that these are not acceptable, please confirm?	These would be awnings and fixed glass not double hung.
	There appears to be a compliancy issue with some of the balconies as several are less than the 9m2 minimum requirement & others do not have a 2400 x 2400 clear square area. What about the clothes lines they will need to be mounted in the balconies & will also encroach in the clear space requirement.	Plans were submitted and navigated on these items with the department – we understood these items were signed off.
	The level 1 units have SGD to the patios which I believe are too narrow & will not comply. The gold unit shows a 1500w SGD from the living area to the patio & the SDA unit shows an 1800w SGD from the living area to the patio.	The nibs would just be reduced to accommodate the widths required. There is no window and door schedule – builder should allow for 1800w for LHA gold and 2100 for SDA.

	Neither of these doors will be accessible in a wheelchair.	
	In relation to the ceiling hoists to the SDA units, can you please advise on the coverage area for which the hoist is required? The NDIS guidelines only talk about going across & down the bed however, I noticed on the SDA unit layout on level 1 that they have no doors to the bathrooms which would indicate that the hoist requirement extends to the bathroom, please advise?	The hoist is as per the SDA design standards over the bed bedroom area. All bathrooms have doors, either cavity sliders or hinged. Level 1 has cavity sliders. <i>Bedrooms shall have a provision for power and inbuilt structure, capable of installation of a constant charge ceiling hoist. The hoist shall be capable of going across the bed and down the bed. Min load capacity of the hoist shall be 250kg. Hoist is to be capable of being either ceiling mounted or wall mounted.</i> <i>Evidence / Certification document shall be provided for the building structure to be able to provide for a ceiling hoist in the future:For design stage assessments, the notation of the requirements on the assessed drawings or specifications is adequate.</i> <i>For final-as-built stage of SDA certification, the structure shall be inspected and certified by a qualified structural engineer as being suitable for ceiling hoists with minimum load capacity of 250kg.</i>
	The level 2 SDA unit has doors to the bathrooms so I assume that it is only required to the bedrooms & is it to both bedrooms?	The hoisting requirements are as per SDA guidelines only nominate a bedroom requirement. The hoist is as per the SDA design standards over the bed bedroom area. All bathrooms have doors, either cavity sliders or hinged. Level 1 has cavity sliders. <i>Bedrooms shall have a provision for power and inbuilt structure, capable of installation of a constant charge ceiling hoist. The hoist shall be capable of going across the bed and down the bed. Min load capacity of the hoist shall be 250kg. Hoist is to be capable of being either ceiling mounted or wall mounted.</i> <i>Evidence / Certification document shall be provided for the building structure to be able to provide for a ceiling hoist in the future:For design stage assessments, the notation of the requirements on the assessed drawings or specifications is adequate.</i> <i>For final-as-built stage of SDA certification, the structure shall be inspected and certified by a qualified structural engineer as being suitable for ceiling hoists with minimum load capacity of 250kg.</i>

	The dual access unit & the office seem to share the same patio as they both have SGD access to it, please confirm that this is correct.?	The intent for the Office at this location was for any onsite carer provisions if not used as an office – obscure film for partial privacy was all that had been discussed previously at the design stage.
	Does the level 1 gold unit require a window above the kitchen sink?	No – adjacent sliding door supplies enough light and ventilation.
	Is the opening from the SDA bedrooms to the patios on level 1 a SGD or a window & do they also require a window to the other external wall?	Sliding glass door as shown – This opening achieves required view to window from bed and putting another window in above bed is not allowable in achieving criteria without automation of blinds and windows.
	Please provide a height for the windows to the 2 offices on level 1 as there is no view provided to indicate a height?	Head height 2400 as per consistent opening head heights should be allowed
	It is noted that the majority of social housing units on the site are affected by a transport noise category of 1-4. Ventilation to ensure fresh air to meet F4.5 of the NCC is typically provided to social housing by means of openable windows. Considering that the windows and doors will need to be closed to achieve the internal noise limits, will a mechanical ventilation system complying with AS1668.2 be required to service the living and bedroom areas of the units whilst the doors and windows are closed?	The tenderer would need to seek their own advice and clarify in their submission, usually navigated via a discussion with a certifier.
	In regards to your response in to this RFI, we have sought advice from our certifier who has told us that it is not a certification issue & is a client driven issue dependant on the quality that the client wants for the units. We have recently installed mechanical ventilation on another project & the cost was around \$6,000.00 per unit. Can you please advise on your requirements?	This is not a requirement.

	Please also confirm that air conditioning is required to the SDA units as per section 21. Heating and Cooling of the NDIS SDA Design Standards.	Air conditioning is required in SDA units.
	Could you please confirm the extent of curtains and blinds required? (Product Standards - Social Housing Dwellings, calls for them "in response to identified specific client requirements")	Blockout roller blinds required to all windows, fixed & sliding panels to sliding glass doors. For SDA Units - Yes. From SDA standard. <i>Power and control cabling to windows of bedrooms and living areas shall be provided for future window blind automation.</i>
	Could you please confirm whether an intercom system is required? (Product Standards - Social Housing Dwellings, calls for them "in response to identified physical client need (see "Expert Advice")")	No Intercoms.

The responses provided do not diminish the tender's responsibility to ensure that they have sufficient information to provide a tender that conforms with the intent of the tender documents. These responses provide clarification not direction or instruction.



TENDER SUBMISSION

CAS39

01 March 2024



01 March 2024

Project Manager

Dear Laura,

Re:

Alder Constructions are pleased to submit our tender offer for the above-mentioned project in accordance with the documentation provided and the clarifications in our offer for the sum of:

Tender Sum (excluding GST)	\$16,905,455.00
GST 10%	\$1,690,545.50
Tender Sum (including GST)	\$18,596,000.50

Sixteen Million, Nine Hundred and Five Thousand Dollars, Four Hundred and Fifty-Five Dollars – Excluding GST.

1 ASSUMPTIONS

In the development of our offer, we have made the following assumptions in our Lump Sum price.

- 1.1. Clear and unimpeded access to the site will be provided at all times. We have provided a brief highlighting our methodology. Any alterations to this sequencing will have an effect on our delivery timeframes and or costs.
- 1.2. The demolition works can proceed without obstruction along the Gold Coast Highway, and that the majority of construction work can be carried out without obstruction from Sunshine Parade. No provision has been made for any disruptions or impositions beyond the scope of this methodology, such as road closures, detours, or service diversions, that may be caused by the Light Rail Project or any other projects that affect the site.
- 1.3. The power abolishment has been completed by the client prior to the contractor taking site possession.
- 1.4. The carpark layout provided which we understand has in-principal approval despite only providing 10 x accessible carparks and 19 x standard carparks.
- 1.5. The floor plans / layouts provided have been approved by the relevant stakeholders.

aldercon.com.au

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Ballina, NSW 2478
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Oxenford QLD 4210
(07) 5514 4900

Brisbane Office
1/153 Racecourse Road
Ascot QLD 4007
PO Box 1531
Oxenford QLD 4210
(07) 5514 4900



- 1.6. We will require the opportunity to discuss the terms of the Contract prior to entering into an agreement.
- 1.7. All vehicle swept paths have been verified as compliant by a traffic engineer.
- 1.8. The bearing pressure at the underside of the basement slab is at least 150kPa without improvement.
- 1.9. The existing basement slab on ground is not designed for hydrostatic loads (and is no thicker than 150mm)
- 1.10. The GCCC will permit the removal (and subsequent replacement) of the trees on Sunshine Ave.
- 1.11. The site has sufficient power to support a tower crane and other construction-related activities.
- 1.12. The Principal will be responsible for obtaining permission from the neighbouring property owners for any required crane over-sail above their properties.
- 1.13. The principal owns the existing design and native design files (e.g. CAD's & DWG's) will be provided to the contractor for use and further development without any restrictions.

2 ALLOWANCES

In the development of our offer, we have made the following allowances in our Lump Sum price.

- 2.1. We have assessed the programme and can bring the works to Practical Completion within a construction period of 69 weeks on site.
- 2.2. No allowance has been made for wet weather or its effects in this assessment.
- 2.3. Erection and maintaining of a site fence consisting of 1800 mm high solid hoarding panels with lockable gates to completely surround the site. Given the site's location and prominence we have included for additional security measures during the works including catch scaffold for demolition.
- 2.4. Our Tender is valid for a period of 30 days from today, not 90 days as requested in the RFT.
- 2.5. The Portable Long Service and Workplace Health & Safety levy (Q Leave) included.
- 2.6. QFES fees included.
- 2.7. Allowance included to inspect existing internal stormwater network and sump pump. No allowance to repair or upgrade these if not found to be in good order.
- 2.8. Infrastructure charges are included in our tender sum as per the Infrastructure Charge Notice dated 22 June 2022 (Total value = \$315,238.95). No allowance has been included for any potential increase to this charge.
- 2.9. The following charges from LPE have been included in our tender: Solar System: \$19,982; Hot water system: \$38,485; Embedded Network System: \$16,843.
- 2.10. No pressure or flow data was available at tender, so our tender price is based on the assumption that sufficient pressure and flow will be available such that our proposed design of a 100mm dual water/fire service with a single H-pattern booster will comply with the relevant standards. No allowance has been included for any further infrastructure (e.g. pumps, 150mm service, tanks).



- 2.11. No data in relation to the power servicing the site was available at tender, so our tender price is based on the assumption that there is sufficient power to service the proposed development without providing any additional infrastructure (e.g. Transformers).
- 2.12. Our tender offer is based on the plans, elevations, sections and schedules provided. The 3D renders have been used for information only and have not been followed where they differ from the other documents.
- 2.13. Our tender includes for 13 side-opening ovens (to SDA and Platinum LHA units) and for 20 standard top-opening ovens (to Gold LHA units)
- 2.14. Every effort will be made to achieve the target floor-to-ceiling heights however this may not always be achievable within the constraints of the slab-to-slab heights shown on the approved DA documentation.
- 2.15. We acknowledge the client's desire for the product to be delivered as close to the intent of the drawings provided as possible. However, a preliminary review of the proposed design against the NCC indicates that there are a number of aspects of the design that will require modification for compliance to be achieved.
- 2.16. Level 1 walkways included as coloured concrete.
- 2.17. Upper level walkways included as plain (broom finish) concrete.
- 2.18. Balconies included as tiles with transition ramps at doorways (no pedestals).
- 2.19. Design to be assessed against NCC 2019.
- 2.20. This tender is contingent upon the approval of the Traffic Management Layout Proposals, which include lane closures, road closures, pedestrian diversions, work zones, footpath closures, and similar measures.
- 2.21. Allowance for intercom/access system to SDA HPS units only.
- 2.22. Allowance for Elephants Foot garbage chute in lieu of McDonald.



3 EXCLUSIONS

We have excluded the following items from our Lump Sum price.

- 3.1. The payment of any supply Authority fees, referral agency fees, headworks and PIP charges, including any payments for transformers or cabling (i.e. capital contributions), water and sewer connection fees other than those fees itemised as Allowances in these clarifications.
- 3.2. Registration or compliance with EnviroDevelopment Technical Stds.
- 3.3. Removal, relocation or modification of existing services, unless specifically identified in the tender documents.
- 3.4. For the removal of any asbestos materials if encountered during our works.
- 3.5. Handling, treatment or removal of contaminated material (including contaminated water), ASS or PASS unless specifically included in the tender Price Schedule.
- 3.6. Removal or excavation of any rock or rock like material encountered during our in-ground works.
- 3.7. Delay caused by Force Majeure including the effects of Pandemic.
- 3.8. Gas service.
- 3.9. Fitout of Level 1 offices.
- 3.10. Energex fees, transformer, undergrounding of overhead lines, high voltage works.
- 3.11. Rainwater storage.
- 3.12. Fire separation between the dual key units on Level 1.
- 3.13. Any communal area toilet or staff toilet. We assume that has already addressed this issue with the certifier and deemed it to be unnecessary.
- 3.14. Ceiling fans to balconies.

4 ADDENDA

Addendum No and Description	Date Received
RFI 1 - Clarifications	31/01/2024
Extension of Time	05/02/2024
RFI 2 – Finishes Schedule	07/02/2024
RFI 3 – DA Issue	09/02/2024
RFI 4 – Clarifications + Attachments	23/02/2024
Extension of Time	26/02/2024
RFI 5 - Clarifications	06/03/2024



Should our offer be of interest, we would welcome the opportunity of discussing the following items:

- a) Contract Conditions
- b) Programme
- c) Clarifications

If you have any queries or wish to discuss any element of our offer in more detail, please do not hesitate to contact myself on the details provided below.

Yours sincerely,
Alder Constructions

Tyanna Childs
Contract Administrator

M: 0434 575 242
E: tyanna.childs@aldercon.com.au

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Attachments



ATTACHMENTS

Appendix 1

Pricing - Trade Breakup

PROJECT:

TENDERER ALDER CONSTRUCTIONS PTY LTD

DATE: 1-March-2024



TRADE		TOTAL	
		Excl GST	
1	Preliminaries	\$	3,540,628.00
2	Consultants	\$	412,990.04
3	Approvals	\$	555,547.28
4	Demolition	\$	363,332.05
5	Bulk Earthworks	\$	44,686.45
6	Detailed Excavation		Incl
7	Retaining walls		N/A
8	Civil Works		Incl
9	Concrete Works	\$	3,368,112.05
10	Structural Steel		N/A
11	Scaffolding	\$	822,740.80
12	Masonry	\$	962,635.06
13	Rendering	\$	255,047.86
14	Electrical	\$	841,347.36
15	Mechanical	\$	103,852.53
16	Hydraulics	\$	729,832.72
17	Fire Sprinklers	\$	152,248.59
18	Aluminum Windows and doors	\$	579,438.93
19	Balustrades & Handrails & Screening	\$	480,465.20
20	Timber Doors and Frames	\$	222,940.96
21	Carpentry	\$	70,074.10
22	Roller Doors and Shutters	\$	16,174.34
23	Roofing	\$	27,972.23
24	Internal linings & Insulation	\$	796,522.91
25	Joinery	\$	570,794.22
26	Robe Mirrors & Shower Screens	\$	69,605.98
27	Tiling & Water Proofing	\$	556,123.59
28	Floor Coverings	\$	207,394.82
29	Painting	\$	330,541.74
30	External Works	\$	17,129.35
31	Landscaping	\$	302,142.25
32	Fencing	\$	78,632.70
33	Letter Boxes – Clothes Lines	\$	10,168.31
34	Window Furnishings	\$	38,377.91
35	Supply of White goods and Sanitary fixtures	\$	149,866.05
36	Provisional sums allowed	\$	-
Additional Items			
37	Embedded Energy and Hot Water	\$	75,670.00
38	Lift	\$	97,271.28
39	Garbage chute and handling	\$	43,665.21
40	Signage	\$	11,482.13
Sub-Total		\$	16,905,455.00
Total (Excluding GST)		\$	16,905,455.00
Goods and Service Tax (GST)		\$	1,690,545.50
TOTAL (Including GST)		\$	18,596,000.50

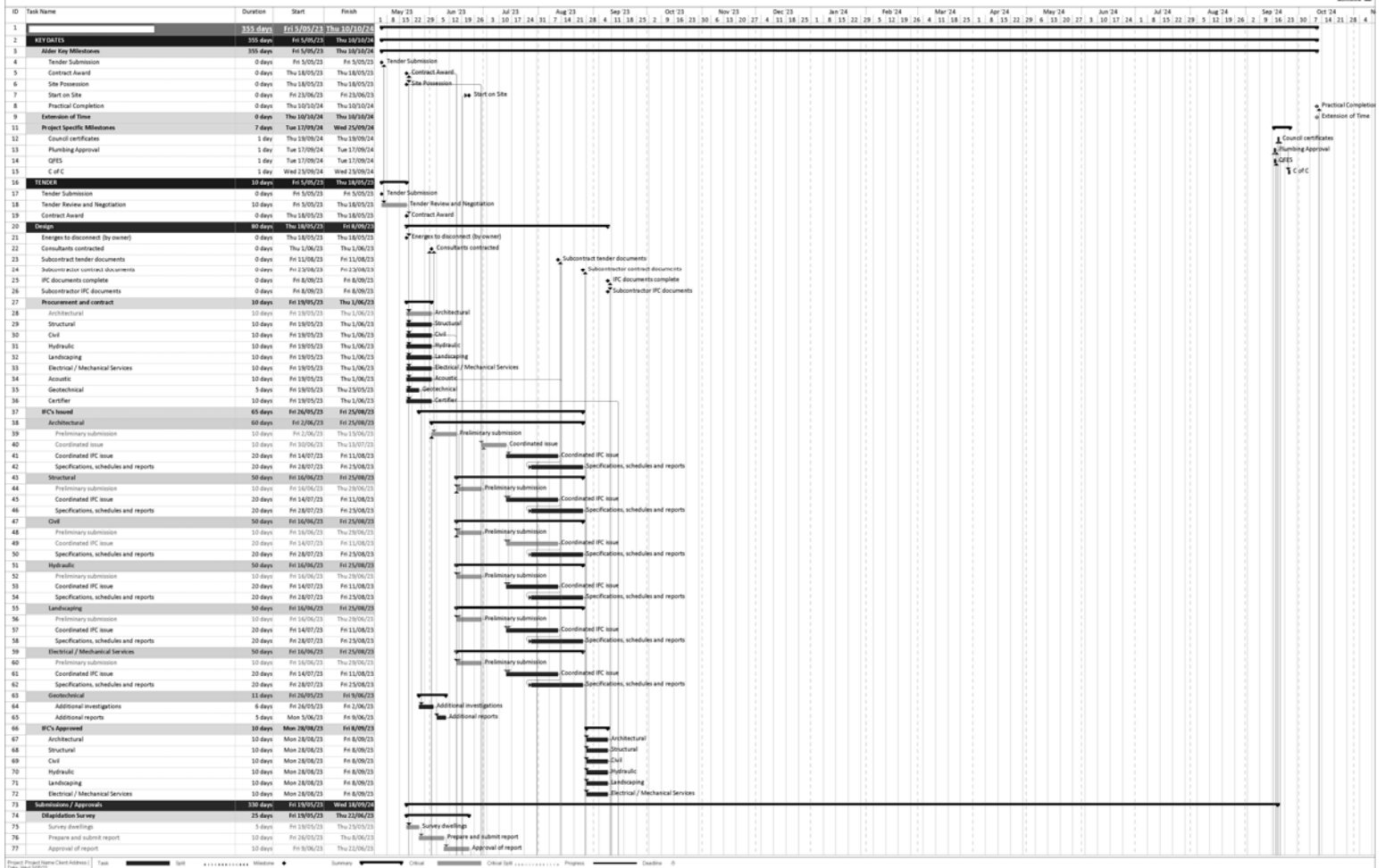
ATTACHMENTS

Appendix 2

Preliminary Program

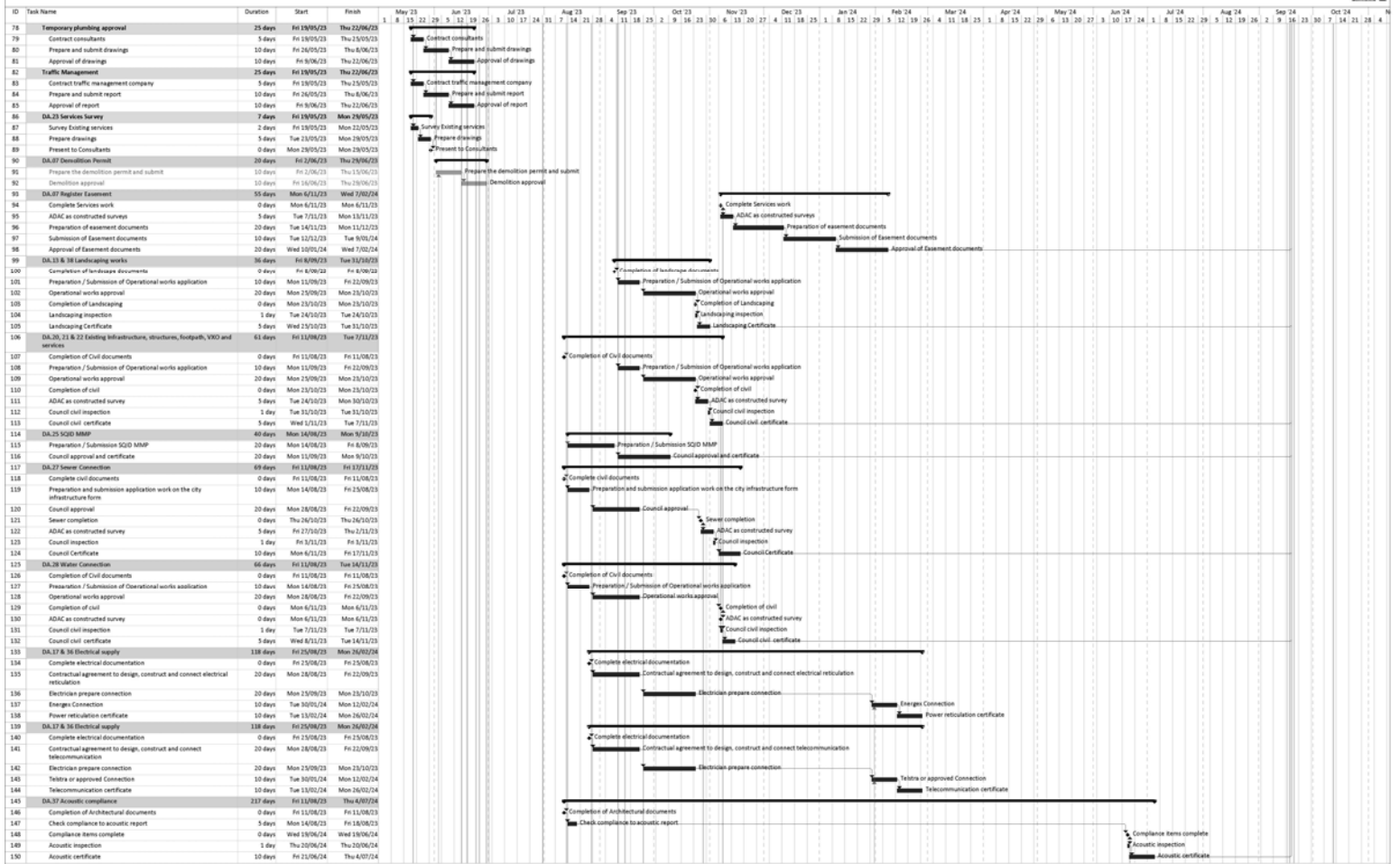
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Community Housing



1. T1207

Community Housing

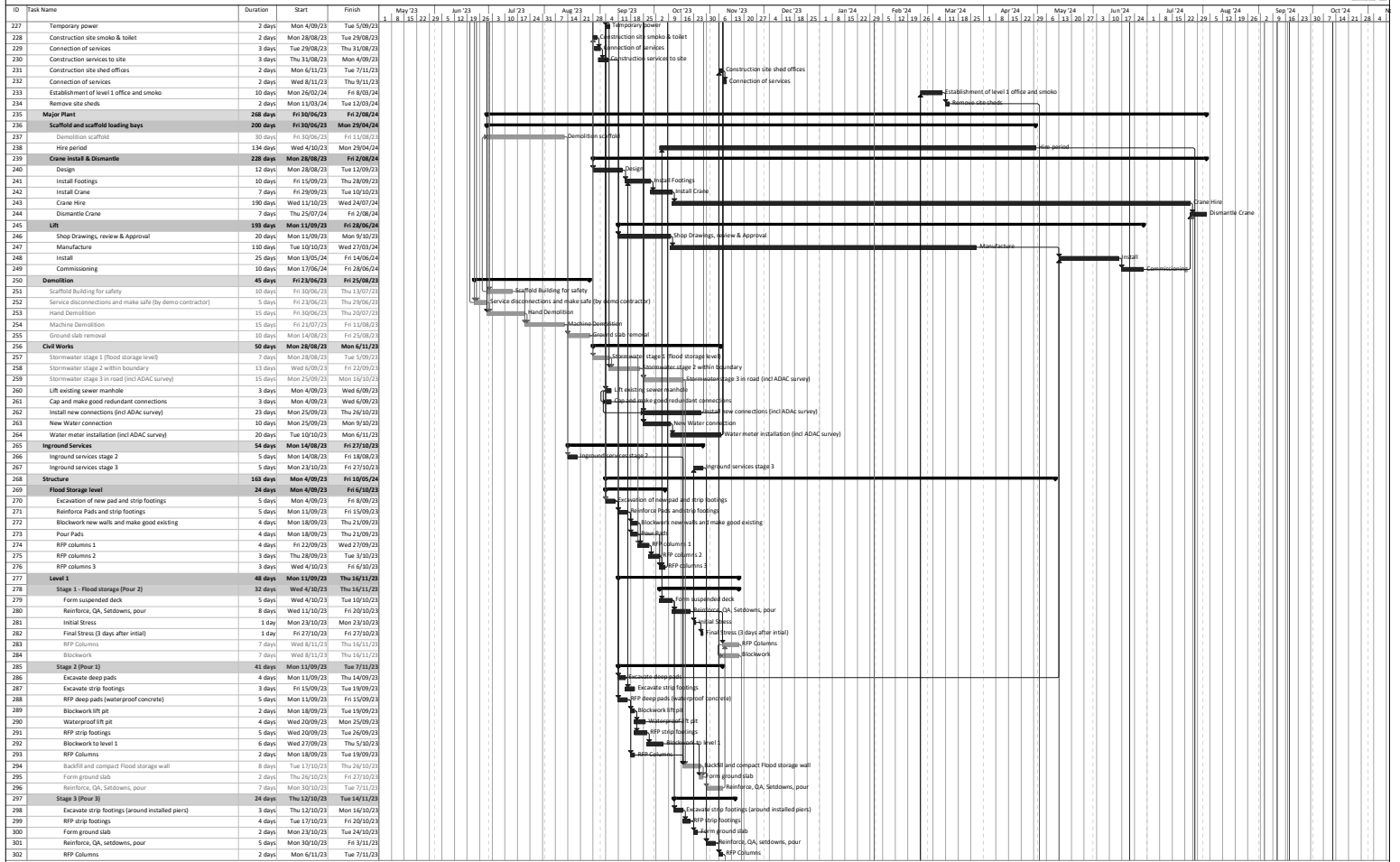


Community Housing



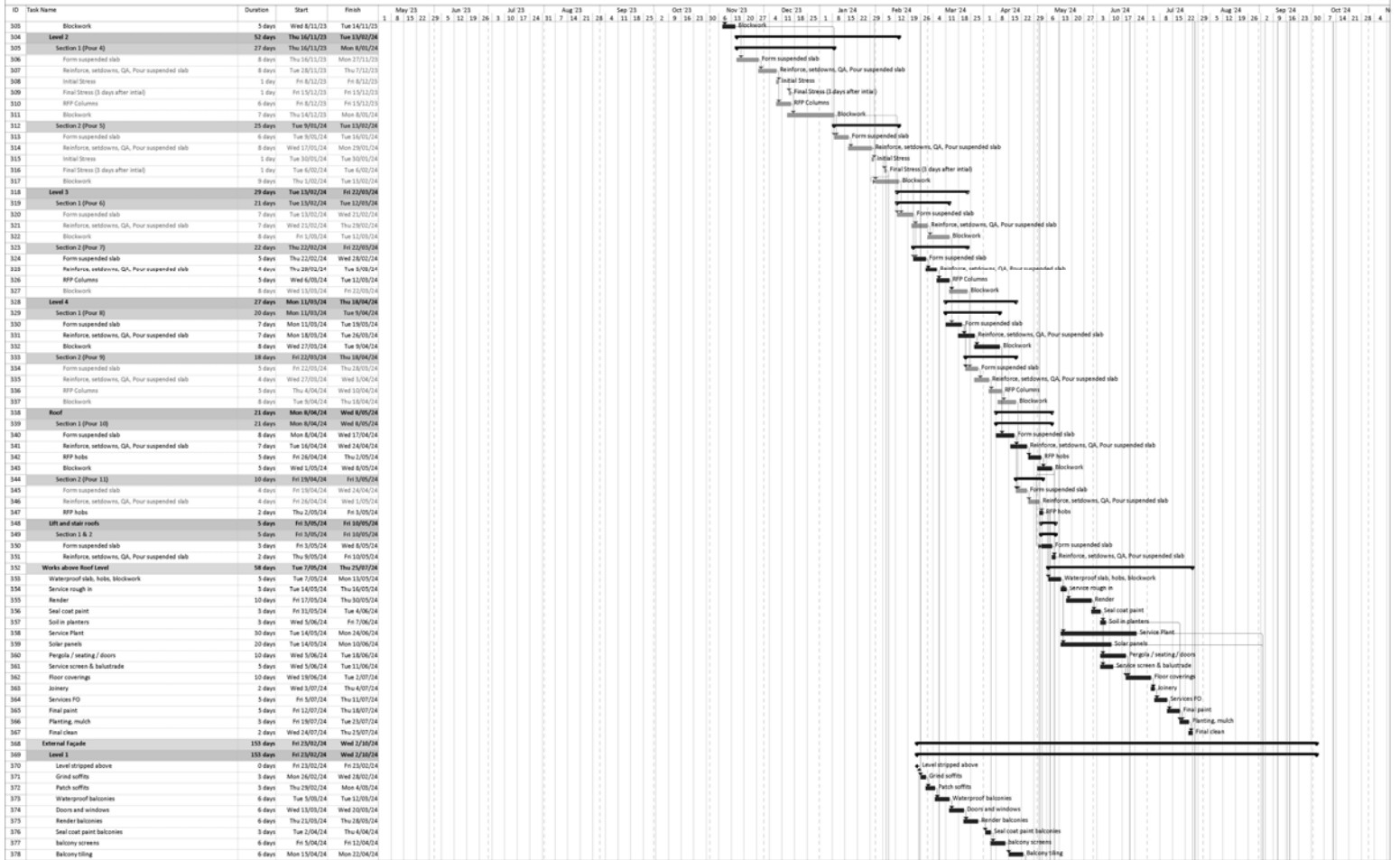
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Community Housing



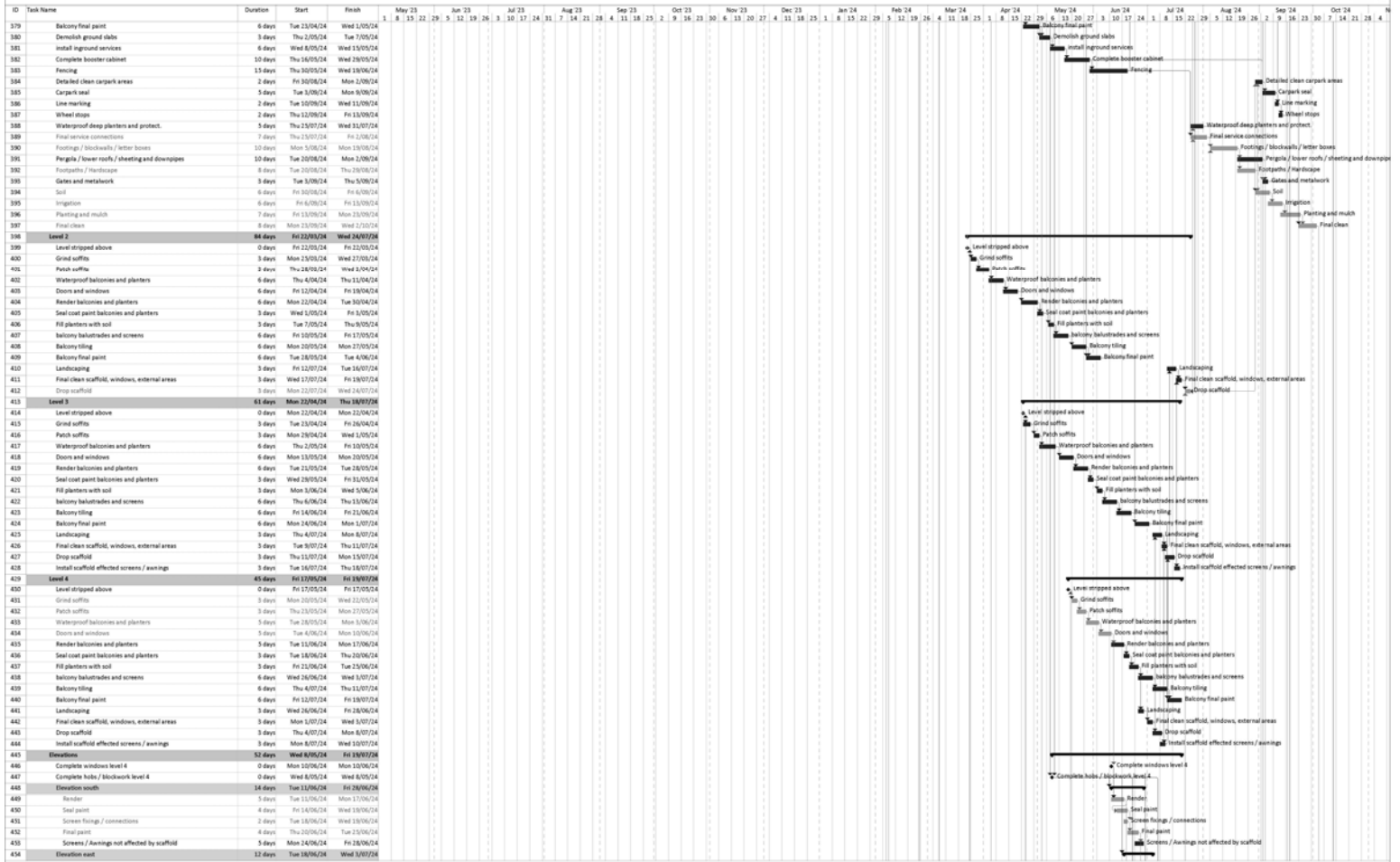
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Community Housing



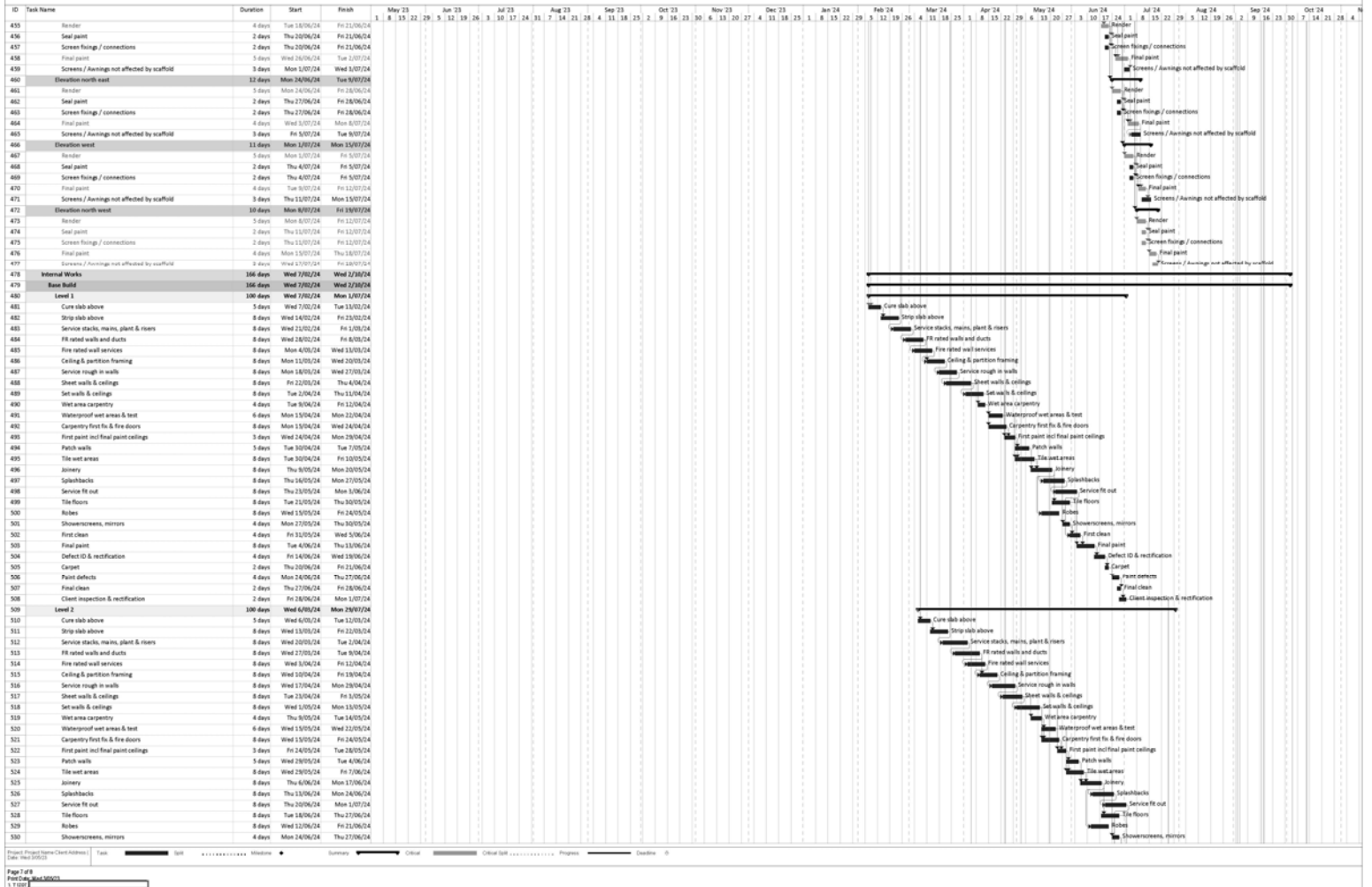
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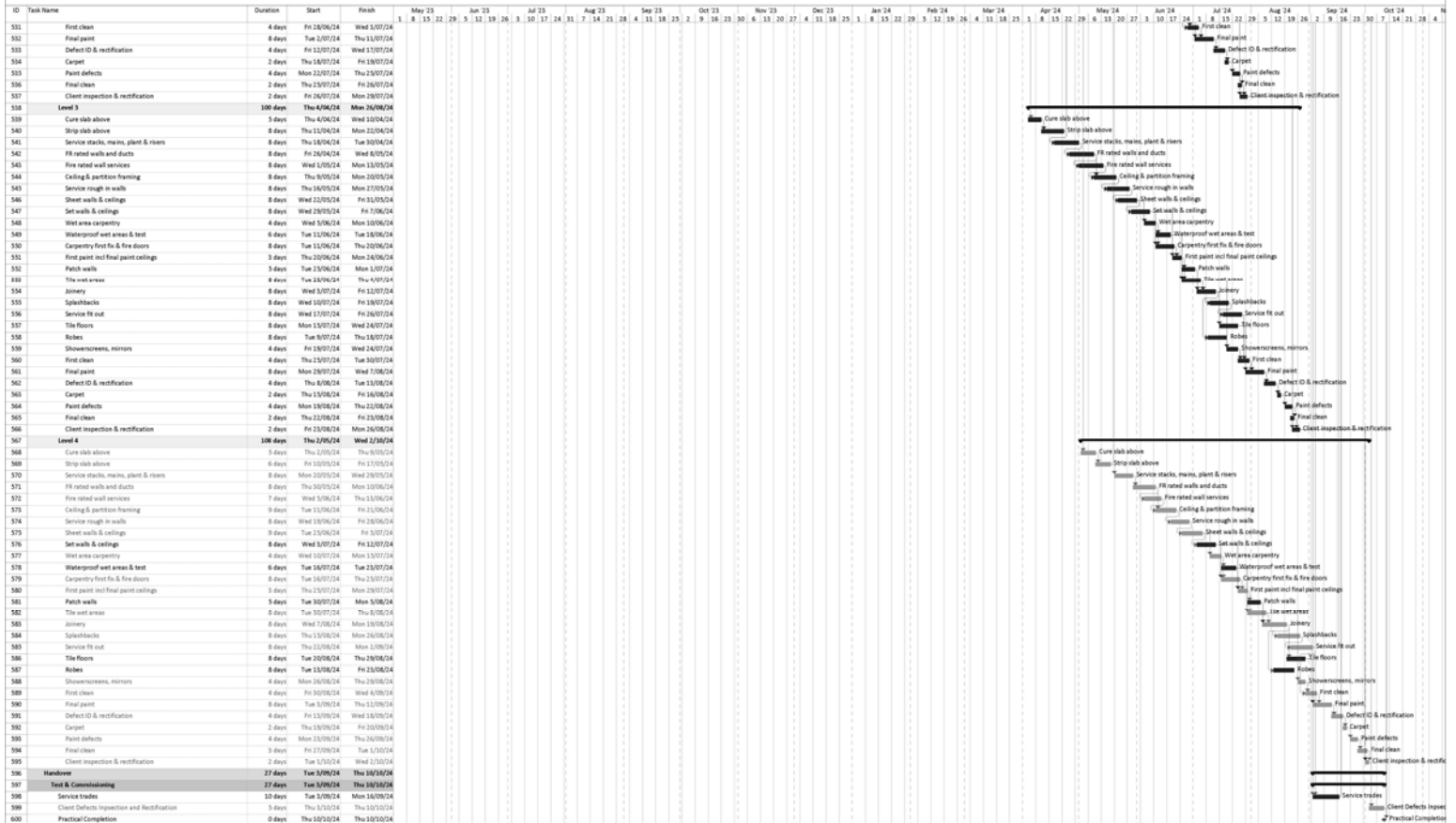
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Community Housing



1. T1207

Community Housing



Project: Project Name (Client Address) | Task: [Task Name] | Summary: [Summary] | Critical: [Critical] | Progress: [Progress] | Deadline: [Deadline]

Page 6 of 6
 Project: Project Name (Client Address)
 1. T1207

ATTACHMENTS

Appendix 3

Construction Methodology



PRELIMINARY CONSTRUCTION METHODOLOGY

Alder Constructions places great importance on early planning and transparency regarding the construction methodology, recognising prior planning is important to mitigate any unforeseen risks. Our construction and delivery methods are governed by our commitment to deliver safe, quality works, and minimise impact on the environment and the communities we work in.

Alder Constructions maintains an integrated third-party certified safety, quality and environmental management system and Federal Safety Accreditation demonstrating our compliance to government and industry standards as well as best practices.

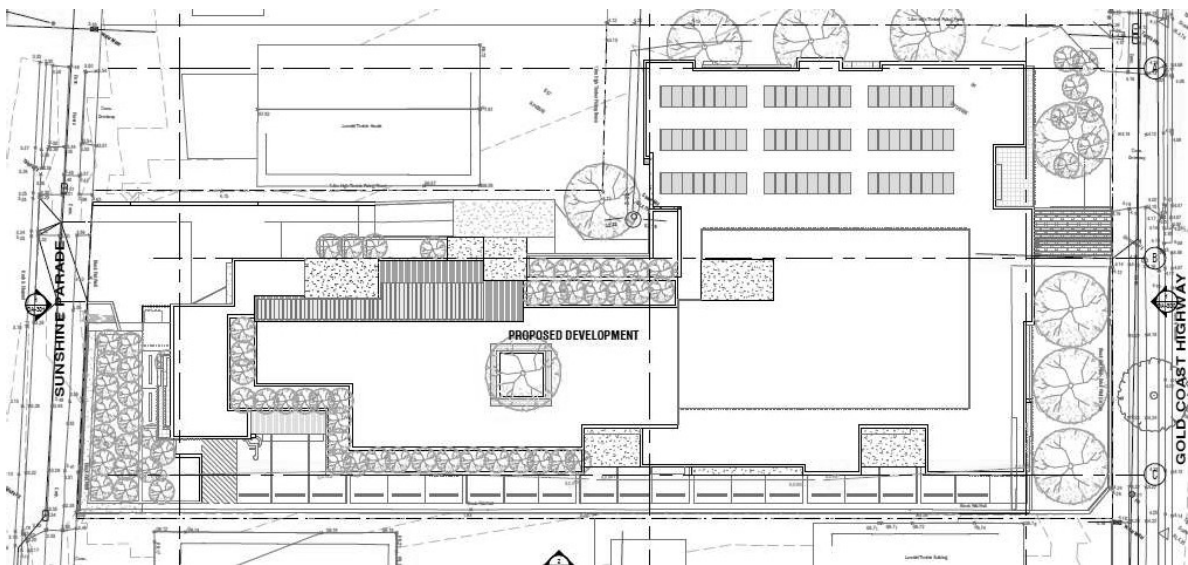
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1 PROJECT DETAILS & SITE IDENTIFICATION

It is understood that [redacted] aims to demolish the existing housing structure at [redacted] and construct 32 new apartments. Specific scope of works includes:

- 20 apartments to gold standard.
- 10 apartments to Platinum standard.
 - 22 x two-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 80SQM (excl balcony area).
 - 8 x one-bedroom apartments each with a single bathroom, kitchen and balcony. Average apartment size is 52SQM (excl balcony area).
- 2 apartments designated as Special Disability Accommodation built to High Physical Support design.
 - 1 x 2 bed dual key apartment.
 - 1x 3 bed dual key apartment.
- All apartments are accessible via a lift service.



2 PROJECT MANAGEMENT

Alder Constructions maintains an open and collaborative attitude to project management and communications as a standard part of our approach to delivery. Successful project management begins with a well-resourced team alongside a well-documented suite of management systems and consistent communication.

Company-wide, Alder Constructions, utilises a cloud-based construction and project management platform – Procore used by site and office-based management, as well as our subcontractors.

The software system is comprehensive and assists with the day to day running of a project including:

- Maintaining up to date drawing register and library for all users to have access.
- Health and safety management including Site Specific Inductions, Safety Audits, Record Keeping.
- Quality Assurance management including Inspection Test Plans (ITPs), checklists and defect management.
- Distribution and management of all Requests for Information between both the Client and our Subcontractors.
- Weekly lookahead programmes.
- Overall Critical Path Programmes.
- Daily resourcing.
- Daily site management.

Procore will enable all parties to operate on real time with access to the most up to date and accurate information. It effectively integrates our sites, office, subcontractors and clients on critically important matters.

Following contract award, a comprehensive handover and project start-up is conducted with our project delivery team. Detailed project planning follows with site specific construction management plan encompassing health safety, environmental, quality and traffic management, construction programme refinement, risk assessment and mitigation and communication strategy.

This suite is developed by our dedicated Project Manager in line with contract documentation, with input from the wider delivery team and corporate support in WHS and Quality management. These management plans are then shared with our client, relevant stakeholders if required and project team, providing a comprehensive and transparent insight into our proposed construction method.

3 CONSULTATION & COMMUNICATION

A Project Communications Strategy will be implemented with the goal to promote clear and accurate communication between Alder Constructions and all relevant Stakeholders. Alder Constructions is a cooperative contractor who promotes flexibility and collaboration with our clients.

Our full-time, project-based Site Manager will be supported by the project delivery team including the Project Manager and Contracts Administrator. The Project Manager will spend time both onsite and, in the office, planning and co-ordinating with our supply chain. The Project Manager will also provide day-to-day assistance and provide the communication link of any site issues/queries with the appropriate stakeholder (client/ consultant/ other), this will free up the Site Foreman to focus on managing subcontractors, safety, quality environmental items, construction, and quality. Our Site Manager will be in contact with the representative manager on a day-to-day basis in order to keep them informed of upcoming planned works, and status updates.

Alder Constructions' site team will hold a Daily Prestart meeting on site prior to the commencement of works. The Daily Prestart is an effective communication forum, to ensure that the subcontractors and other workers on site are aware of the day's activities, and that various risks are considered and coordinated between the teams. A record of the Prestart is kept on site and is required to be viewed and signed by all visitors to the site that day, which would include the Principal and its representatives.

4 DESIGN MANAGEMENT

Throughout the tender process Alder Constructions has engaged with our proposed Design Team to assist in developing schematics and advice to provide an offer that reflects the intent of the tender documents and addresses building methodologies which provide design efficiencies.

Our involvement in the design process enables integration and leveraging of our construction knowledge into the design process at an early stage. This optimises the design and delivery process and provides practical input into operational design objectives upfront. Our in-house cost planning expertise ensures projects are designed and delivered within budget.

In development of the IFC Documentation throughout the design phase, we will chair and minute weekly design meetings to facilitate stakeholder engagement. In addition, further specialised design meetings will be scheduled alongside these as and when they are needed.

A Safety in Design register will be prepared and maintained throughout the design process. As design documents are being developed, they will be distributed to the stakeholders for review and comment so these comments may be considered and/or included in the outcome.

Throughout this design phase we will further engage with our key subcontractors, and in particular our service trades and major structural trades to facilitate early and effective procurement as well as to consider their expertise in the final design of Construction documents.

4.1 CONSULTANT ENGAGEMENT

Consultants involved in the delivery of the project may be engaged; either appointed by Alder Constructions to complete the specific design discipline or appointed by a Design and Construct Subcontractor contracted to Alder Constructions. The Project Manager will ensure the scope outlined in the consultant agreements align with the works reasonably required to complete the requirements outlined in the Principals Project Requirements. Prior to engagement of consultants Alder Constructions will carry out due diligence to ensure that Consultants are appropriately qualified and experienced, licensed/registered and insured for this value and scope of work.

4.2 DESIGN PROGRAM

A Design Program has been designed and included in the overall Construction Program, with clear milestones whilst considering building methodology and staging. The design program will reflect the time frames available for each discipline to design and document the works in advance of the project trade letting/procurement and sample design requirements. The design programme will be agreed by all D&C Consultants and Subcontractors, and resourcing allocated appropriately.

From Contract award the Design Program moves quickly through the major milestones:

- Procurement and contract of all consultants.
- Preliminary submissions.
- Coordinated issue.
- Coordinated IFC issue.
- Finalisation of Specifications and schedules.
- The application and approval of operational works with council and major service applications.

4.3 SAFETY IN DESIGN

All design work is undertaken within a structured framework that considers obligations in relation to the systematic identification of major risks and the subsequent application of appropriate control measures. A formal safety in design risk assessment shall be obtained from the Architect, Engineers and Subcontractor Consultants for all components of the construction project, with each of the consultants or D&C contractors being responsible for maintaining a risk register associated with their corresponding design discipline.

As per the Workplace Health and Safety Act, designers of structures are to ensure the design does not affect the workplace health and safety of any person during the construction of the structure. This is an obligation on those involved in the design of buildings to be used as workplaces to ensure they are designed so they can be used, repaired and maintained in a safe manner.

4.4 CONSTRUCTION DOCUMENTATION

Alder Constructions will be responsible for managing, lodging and obtaining Statutory Approvals (excluding Qleave by Client) and connections for the project and these processes may necessitate meeting with these user groups to resolve interface and technical matters including Building Certification and Approvals, Relevant Authorities and Connections.

As part of the design development phase, Alder Constructions has identified the following key deliverables that contribute to the design, aligning with the contract and PPR requirements, but also the Principals outcomes.

- Reconfirming compliance to the Contractual requirements and PPR.
- Design reviews and communication meetings.
- Confirming material selections and long lead time items.
- Form 15 certifications.

Alder Constructions will provide a final drawing set to the Principal for final approval prior to commencement of site works. Upon acceptance of the Construction documentation by the Principal, the project will commence in line with the Approved For Construction documentation, also noted as “IFC” documents.

4.5 BUILDING CERTIFICATION

The provision of works certification from sub-consultants and subcontractors will be a contractual requirement to ensure that the work designed and constructed, conforms to the statutory requirements as a minimum.

Largely the review and discussion of the building certification items will occur in the Design Meetings. The project Building Certifier will be involved in the weekly Design Meetings to the extent required to do this. Additional focus sessions may be required to work through design items. Where the proposed solutions may impact the PPR, the Principal will be notified, and the items discussed until an acceptable outcome can be reached.

5 PROCUREMENT

As a standard part of our company-wide procurement process, Alder Constructions seeks value add on a whole-of-life basis. Our rigorous and comprehensive engagement and evaluation process ensures we consider the following with every proposal:

- Competitive price and value engineered solutions.
- Past performance.
- Safety, environmental and quality track records and certifications.
- Skill of workforce.
- Life cycle costs.

This provides assurance and confidence that we have engaged the right consultants and subcontractors to complete the prescribed works. Throughout the tender period Alder Constructions has engaged with subcontractors and suppliers with extensive experience in:

- Service trades.
- Structural trades.
- Demolition trades.
- Piling trades.
- Scaffolding trades.
- Civil services and earthmoving.
- Internal finishes trades.
- External finishes trades.
- External works trades.

6 PROGRAM & SEQUENCING

Alder Constructions' Program for the preconstruction stage of the works has made allowance for all deliverables and durations that have been provided in the Principal's Project Requirements.

During this time, the procurement and site planning process will also be carried out. The project team will also hold frequent meetings with [REDACTED] and stakeholders to provide updates and discussion as the work progresses.

The sequencing and durations have been nominated on our Tender Program that has been included with this submission, and summarised below:

- Preconstruction Stage:
 - Dilapidation Survey Report.
 - Temporary plumbing approval.
 - Traffic management.
 - Services survey.
 - Demolition permit.
 - Register of easements.
 - Construction and Environmental Management Plan.
 - Safety Management Plan and site-specific Safe Work Method Statements.
 - Project Management Plan.
 - Erosion and Sediment Control Plan.
 - Quality Management Plan.
 - Landscaping OPW.
 - Infrastructure, structures, footpath, VXO OPW.
 - SQID MMP.
 - Sewer OPW.
 - Water connection OPW.
 - Electrical supply.
 - Telecommunication supply.
 - Acoustic compliance.
 - Stormwater management OPW.
 - Flood management OPW.
 - GPT application.
 - Water and waste management.
 - Architecture and urban design application.
 - CofGC Notice of works.
 - Plumbing and Drainage approval
 - Building approval.
- Submit documentation for review and approval by [REDACTED]
- Review and Assessment by [REDACTED]
- Address changes as required.
- Submit changes for final review.
- Final acceptance of documentation by [REDACTED]
- Pre-Start meeting.



Please see summary of milestones and dates below:

Milestones	Start Date	End Date
Tender Submission	01/03/2024	
Contract Award	13/03/2024	
Start on Site	19/04/2024	
Construction Completion		11/06/2025
Construction Completion (incl. 20 days weather)		09/07/2025
IFC Drawings		03/07/2024
Demolition Complete		28/06/2024
Civil works Complete		19/09/2024
Structure Complete		17/01/2025
Scaffold Drop Commence	21/03/2025	
Scaffold Removed		03/03/2025
Level 1 Finishes complete		28/04/2025
Level 4 Finishes Complete		30/06/2025

A program of works has been developed and we have attached this program to our offer.

On contract award the project team focuses on two broad fronts:

- All works associated with producing IFC documentation to tender trade packages and Produce OPW to gain critical council approvals; and
- Tender and mobilise the project for the safe demolition of the existing dwellings.

7 QUALITY MANAGEMENT

Alder Constructions' accredited Quality Management System (QMS) is implemented on each project we undertake and is setup to ensure compliance to the standards, legislation, client requirements and quality outcomes. Each project has a site-specific Quality Management Plan, developed taking into account the scope, program, delivery, procurement, inspections, handover and close out.

Inspection and Test Plans (ITP) will be developed by Alder Constructions project team in accordance with the project and client specifications. The ITPs will include quality inspection for each work components, testing regime, frequency and sign off milestones. The ITP is then submitted to the [redacted] [redacted] Queensland together with other Management Plans for review and approval prior to construction commencement.

When the project reaches completion phase, the ITPs will be compiled with all the relevant test result certificates, supporting documentation such as geotechnical reports, inspection certificates, operational manuals and As-Constructed survey conformance for final submission to the [redacted] [redacted]

8 HEALTH & SAFETY MANAGEMENT

Alder Constructions' goal is Zero Harm and providing a safe work environment for all personnel, subcontractors and our local communities. Alder Constructions maintains and implements an accredited Workplace, Health and Safety (WHS) Management System which addresses safe work procedures and relevant safety instructions for all works performed including the application of strict Covid-19 controls as per government legislation and our Pandemic Management plan.

8.1 INITIAL SAFETY CONTROLS TO BE IMPLEMENTED

Alder Constructions will ensure the following controls are implemented upon site establishment:

- Complete Site-Specific Inductions.
- Ensure all relevant controls are implemented as nominated by our Management Plan and risk assessments.
- SWMS Induction.
- Ensure the correct PPE is used as per relevant SWMS prior to task.
- Ensure the relevant safety actions are in place prior to the commencement of tasks.

8.2 NOISE MANAGEMENT WITHIN LIVE ENVIRONMENT

Alder Constructions understands the requirements to manage noise with greater sensitivity during construction to minimise any impacts to the neighbouring properties. Clear isolation will be established from the surrounding properties and road during our site establishment using temporary secure fencing.

Alder Constructions will offer whatever flexibility is possible and will consistently and transparently communicate with the local community and stakeholders keeping all parties abreast of significant construction activities to minimise the impact to neighbouring properties.

8.3 SUBCONTRACTOR MANAGEMENT

Subcontractors are required to adhere to our site entry conditions by participating in site induction, procure required PPE, have competencies and licences for required construction activities and understand our site health and safety expectations and requirements. When carrying out prescribed works, the subcontractors are required to adhere to their approved Safe Works Method Statements which every employee must read, understand and sign prior to entering site and commencing works.

8.4 TRAFFIC & PEDESTRIAN MANAGEMENT

The plan for traffic management has been fully developed through the tender period. The following key applications will be made with council:

- A permanent work zone on Sunshine Parade for project frontage.
- A footpath closure & diversion on Sunshine Parade for frontage with 24-hour accessible traffic management furniture and signage.
- A contra flow application.
- Lane closure & complete road closures for four days, mobile crane operation & crane install.
- Early works traffic management with traffic control on Gold Coast Highway.

A site-specific traffic management plan will be further developed together with the construction management plan by Alder Construction project delivery team at the Pre-commencement Phase. The traffic management plan will include daytime and after hour traffic guidance schemes composed by an accredited Traffic

Management Designer. The traffic guidance schemes will be developed in conjunction with Council feedbacks for the best outcome prior to final submissions for Council and Police permits for lane closure.

A draft traffic management layout proposal is attached at the end of this Methodology to illustrate the proposed traffic control methodology during the construction.

Accredited traffic controllers will be directing traffic around the worksite during the establishment/de-establishment of traffic control devices or when frequent short time road occupying is required.

Please refer to Annexure 1 – Draft Traffic Management Layout - During Demolition



Figure 1. During demolition and initial structure

Please refer to Annexure 2 – Draft Traffic Management Layout - During Construction



Figure 2. During construction

8.5 PLANT & PERSONNEL INTERACTION

It is anticipated that the project is a constraint access site, hence, interaction between plant, personnel and traffic management will be crucial to the delivery of the project's success and safety. Adequate spotters and positive communication including weekly planning and prestart meetings held daily will smoothen the mechanism of the site interaction.

Our nominated site crew is traffic control licensed which adds benefit to assist the local residents to enter and exit driveways at all times. We have found this assists the local Council reducing complaints due to construction nuisance through past projects.

8.6 ASBESTOS CONTAINING MATERIALS (ACM) MANAGEMENT

Alder Constructions has a detailed internal ACM Management Procedures and strict policies regarding the management of ACM in line Australian Standards, Government and Workplace Health and Safety legislative requirements. We have extensive experience in dealing with Asbestos removal, having completed several projects involving removal and remediation of ACM contaminated ground as well as working in and around buildings containing ACM for both local and state government projects.

As addressed in our WHS Management Plan, if an unexpected find were to be discovered, Alder Constructions team will notify the Superintendent immediately and discuss a prompt remediation plan by taking advantage of our already established ACM Management Procedures and specialised and licenced subcontractors.

Alder Constructions ensures all personnel are competent in identifying ACM and undertake regular training to ensure safe practices are always adhered too.

9 PROJECT RISKS & MITIGATION

Alder Constructions have identified project specific risks which may arise in the performance of our works and measures to mitigate potential impact.

Key Risks	Mitigation Strategy
Completing Works in close proximity to Neighbours & the public.	• Arrange regular coordination meetings with Superintendent and other relevant stakeholders to coordinate works, e.g., Daily if required. • Ensure that the adjacent residents and general public are safely separated from construction activities through temporary construction solid hoarding fencing panels, handrails on boundary retaining walls clear communication and notification processes. • All perimeter scaffolding, including the scaffolding will have of fire-retardant containment mesh on the outside face of the scaffolding, so as to prevent items falling from heights on the site and in areas outside the site boundaries.
Interfacing / Impact with existing services	• Review of existing available drawings or plans; Services location- ground penetrating radar, potholing and Dial Before You Dig (DBYD). • Site investigations will be carried out to ensure that all services feeding these work areas are adequately isolated and capped off prior to commencement of works. Temporary protection will be provided to this area while these works are occurring. • If a service cannot be positively identified or if the risk level requires it, only vacuum excavation will occur. • Detailed programme will be submitted and coordination with project stakeholders identify any disruption in advance to ensure adequate notice is provided to the Superintendent and the Client. • Relevant permits will be submitted, and correct time frames allowed within programme.

Key Risks	Mitigation Strategy
Managing traffic to the surrounding area of the site	- Site access/egress point to the site will be installed and this point will have a barrier so as to ensure that vehicles and pedestrians are separated from each other. - Relevant traffic signage will be installed to aid traffic/pedestrian flow near the sites. - Alder Constructions will have in place an approved Project specific Traffic Management Plan for the duration of the Project.
Contractor parking for site staff	All parking will be legal parking in surrounding streets
Demolition works to existing buildings	- Investigation of as built will be carried out. Review of existing available drawings or plans; Services location- ground penetrating radar and potholing. - Site investigations will be carried out to ensure that all services feeding the relevant work areas are adequately isolated and capped off prior to commencement of demolition works. Temporary protection will be provided to these areas while these works are occurring. - Known and unknown Services locations will be marked and investigated further. Services will be marked up on a site-specific plan/DWG that will then be incorporated into the Excavation permit (HS-464). This DWG will be maintained throughout the Works and will progressively include and incorporate installed services (e.g.: Updated "As-cons") - If services are correctly identified, disconnection will be required prior to demolition. - If services need to be maintained as well as disconnection re-routing of services will be required to maintain the service prior to demolition commencing. - Works will follow the Demolition methodology and SWMS specific to the task being performed and implement the correct P.P.E. - Noise management will be as per noise management section.
Communication between parties	- Clear and concise communication with the Superintendent is very critical for the successful completion of this Project. - Therefore, Alder Constructions will request that the communication line between Alder Constructions and Superintendent be one of the first points to be actioned after Contract Award. - A site induction will be administered to workers prior to commencing works on site. - Daily prestart will be held with all sites personal present to discuss work activities and potential safety risks for the day. - Other forms of communication that will be implemented on the project are: - Weekly site meetings - Weekly Documented Site Inspections - Formal email correspondence - Site instructions - Toolbox talks. - SWMS Review and Task Observations
Noise	- Noise controls will be implemented in accordance with statutory requirements to ensure exposure limits are not exceeded through the Works. - Workers will be required to be in possession of hearing protection. The use of hearing protection will be coordinated through SWMS, site induction, daily prestart. - Temporary perimeter solid hoarding fence panels will be installed to delineate site boundaries. - Alder Constructions WHSMP Details Noise Hazards, Risks, Controls, Responsibilities and Processes.
Dust	- Temporary perimeter solid hoarding fence panels will be implemented on boundary of the Works to stop the spread of dust to surrounding properties. - Water suppression will be used where possible.



Key Risks	Mitigation Strategy
	- Mitigate the use of plant and equipment on site during windy conditions or when windy conditions are predicted. - Dust during demolition will also be managed utilising water suppression on saw cutting equipment. The saw cutting equipment will have wet vacuum attachments to reduce the amount of water runoff. - The water capture in the wet vacuums will be disposed of at the relevant disposal site for this material type. - Consideration will be made in work methodology for methods for performing tasks in ways that reduce dust or eliminate dust.
Excavation	- Investigation of as built will be carried out as well as services locations including pot holing to correctly identify existing services. All excavations near existing services will be completed via vacuum excavation. - A suitably qualified spotter will be present during all excavation works. - Excavation work will be carried out in accordance with legislation requirement and relevant codes of practice. - The procedure is intended to be followed for planning, which will consider excavation depth criteria, access and egress for trenches and excavations, barricades and signage, excavation around Live Services, prevention of collapse. Accountable managers will recognise the impact on surrounding community and stakeholders, soil types, site contamination, traffic and vibration effects, harmful gases and fumes, hazardous substances, water management, workspace, working unaccompanied, and noise. - Remediation will involve fall prevention and protection, ventilation, removal of hard material, PPE and Safety clothing and equipment, acoustic protection, lighting, material storage and temporary services. - Contaminated soils will be managed as referenced in contaminated soil and Environmental Management Plan EN-201.
Permits and approvals	Ensure all permits and approvals are in place prior to commencing any works.
Crane Lifts and Rigging	- Alder Constructions will comply with the relevant Australian Standards, Good Trade Practice and [REDACTED] requirements. - Manage Lifting Operations details, processes, controls, risks and responsibilities are detailed in our Project specific Work, Health and Safety Management Plan (WHSMP). - Details for Mobile Crane use, details, processes, controls, risks and responsibilities are detailed in our Project specific Work, Health and Safety Management Plan (WHSMP).
Mobile Plant	- Alder Constructions will comply with the relevant Australian Standards, Good Trade Practice and [REDACTED] requirements. - All plant and equipment will be inspected and approved with Alder Constructions prior to use on the site. Daily checks are required, and inspections will be carried out to ensure compliance. - Radio communications, lights and procedures will be approved prior to commencement on site. - Major plant includes cranes, earthworks, and concrete pumps. (Inspections via HS-404 Major Plant Inspection and Risk Assessment). - Our WHSMP defines the processes, risks, hazards, controls and Responsibilities with Inspecting plant, vehicles, equipment and refuelling of mobile plant. - Our WHSMP also addresses the management of pedestrians and traffic.
Overall Site Safety Management	- All works will be performed in accordance with legislation requirements, approved Safety management system, Alder Constructions Project specific Work Health and Safety Management Plan - Alder Constructions will have available on site and provide PPE for 4 daytime visitors, as per Preliminaries document, Section 2.2 Protection of People and Property, Protective clothing.
Material lead times	Early Identification of long lead time items and understand how the durations affect programme.

Key Risks	Mitigation Strategy
	- Due allowances to be considered within the delivery programme, works sequencing and procurement schedule. - Source alternative manufacturers of equal or better quality with improved lead times and value for money. This will be subject to approval by the Client and other relevant stakeholders.
Equipment \ Material selection	Alder Constructions request that sample and data sheets issued for approval by the Client and project consultants be reviewed and approved within the nominated time in the Contract.
Quality Assurance of works on site.	Ongoing site inspections by Alder Constructions during the construction phase to inspect all works installed and signing off on all Subcontractor and Alder Constructions QA/ITP sheets.
Working at heights	- Our WHSMP addresses all Work at Height. - This procedure details the requirements and methodology for ensuring effective management of risks when working at heights. - This procedure describes the processes for identifying hazards and assessing working at heights risks and controlling those risks associated with Alder Constructions site activities, which the organisation has control or influence. - This procedure is applicable to all Alder Constructions workplace sites. It applies to all Alder Constructions workers (including employees and contractors), visitors and members of the public.
Documentation Control	- Alder Constructions will be utilising Procore for this Project in regard to Project correspondence and Contract documentation. - Alder Constructions' Quality Management system has strict provisions for Document Management, these are outlined in QA-500 Development and Control of Management System Documents and in QA-501 System Documents and Data Control. - Alder Constructions will ensure the latest documentation is always available on site and weekly reviews will be carried out to check documentation on site. - Current documentation will be made available through an online system to project stakeholders and notification will be issued when documentation is updated. - Site staff will communicate any document changes in the daily prestart.

10 ENVIRONMENTAL MANAGEMENT

Alder Constructions maintains and implements an accredited Environmental Management System which addresses environmental impact and mitigation strategies to ensure we protect our communities and preserve our flora, fauna and culturally significant landscape. Alder Constructions highly values reuse, recycle and repurpose and always try to minimise the amount of waste, emission from haulage and landfill generated from our project.

10.1 EROSION & SEDIMENT CONTROL OF THE WORKSITE

After site compound is established, gully pit silt protections are installed at the road gully pits to prevent silt from entering the existing stormwater drainage. Silt socks will also be established along the kerb invert and spoon drain to catch silt run off should there be inclement weather events.

10.2 CLEARING OF TREES & VEGETATION

Alder Constructions will consult with the appointed Arborist and prior to undertaking tree removal. The tree removal will take place after fauna catcher inspection and under their supervision. All small shrubs and stumps will be removed by an excavator prior to all the loose soil and tree debris being stripped off.

11 CONSTRUCTION MANAGEMENT

The below sections provide a brief outline of the works involved, and details how these works will be managed.

11.1 DILAPIDATION REPORT

An RPEQ dilapidation report of the road reserve and the existing site surround features will be carried out prior to commencement and provided to the Principal for reference. Access will be sort into neighbouring houses to complete a detailed investigation and dilapidation report for the protection of all parties.

A post-construction dilapidation survey will be carried out and provided to the Principal upon project completion.

11.2 SITE ESTABLISHMENT & INITIAL SERVICES LOCATION

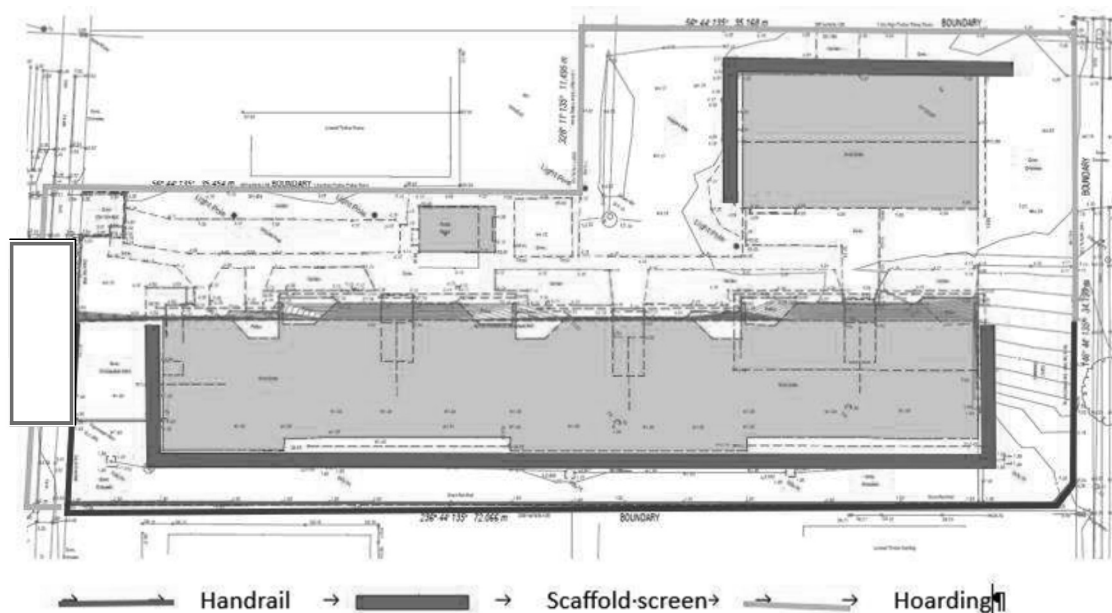
Alder Constructions will ensure the following practices are implemented upon site establishment:

- Obtain DBYD.
- Prior to site activities, services will be located, potholed and recorded by site survey, and clearly marked on Site Plans, and with physical markers on site.
- This information will be used to generate all 'Permit to Dig' approvals that will be provided to respective workers on site.

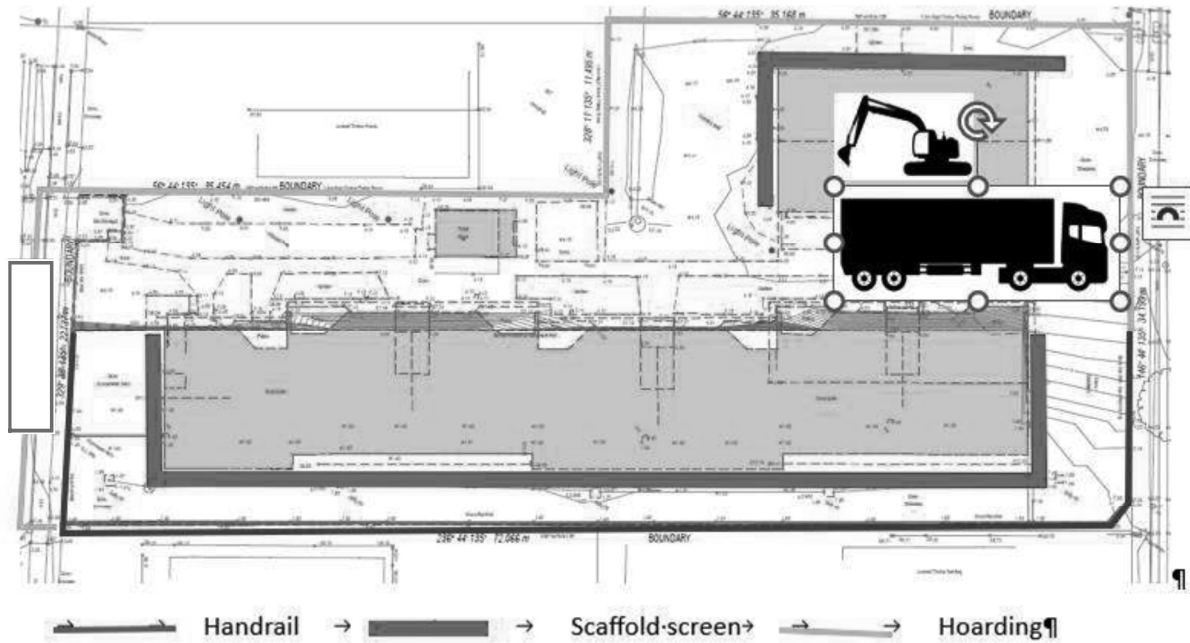
12 DEMOLITION METHODOLOGY

Once demolition and traffic permits are all approved, the demolition will commence in four main phases.

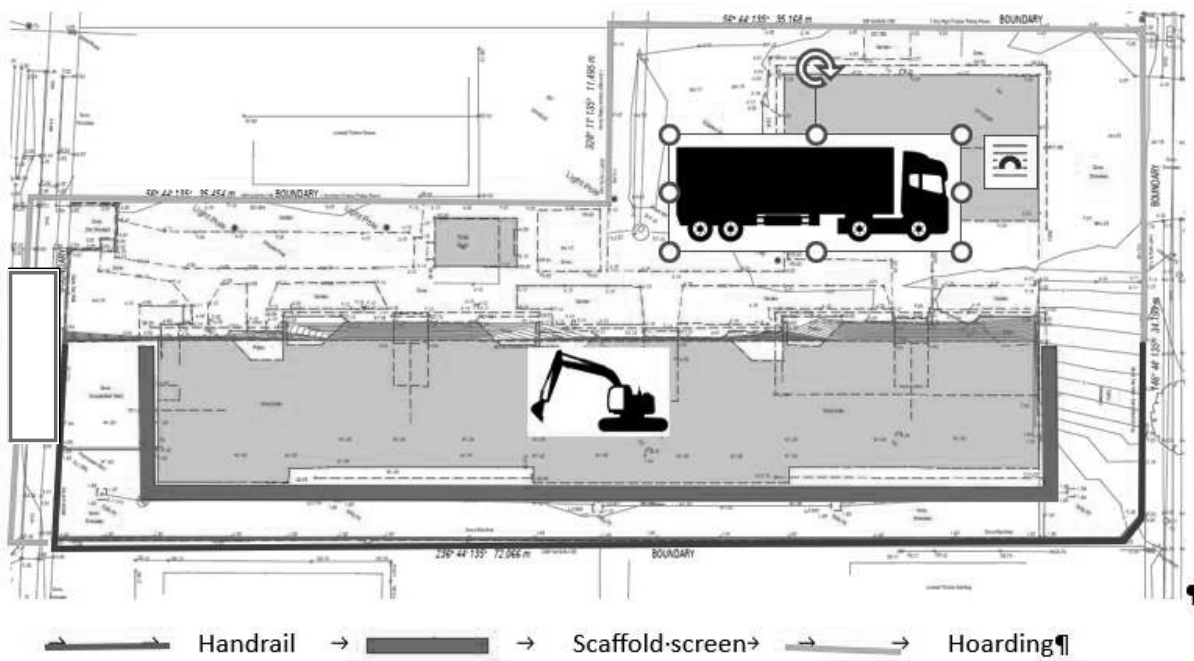
12.1 SITE ESTABLISHMENT FOR DEMOLITION



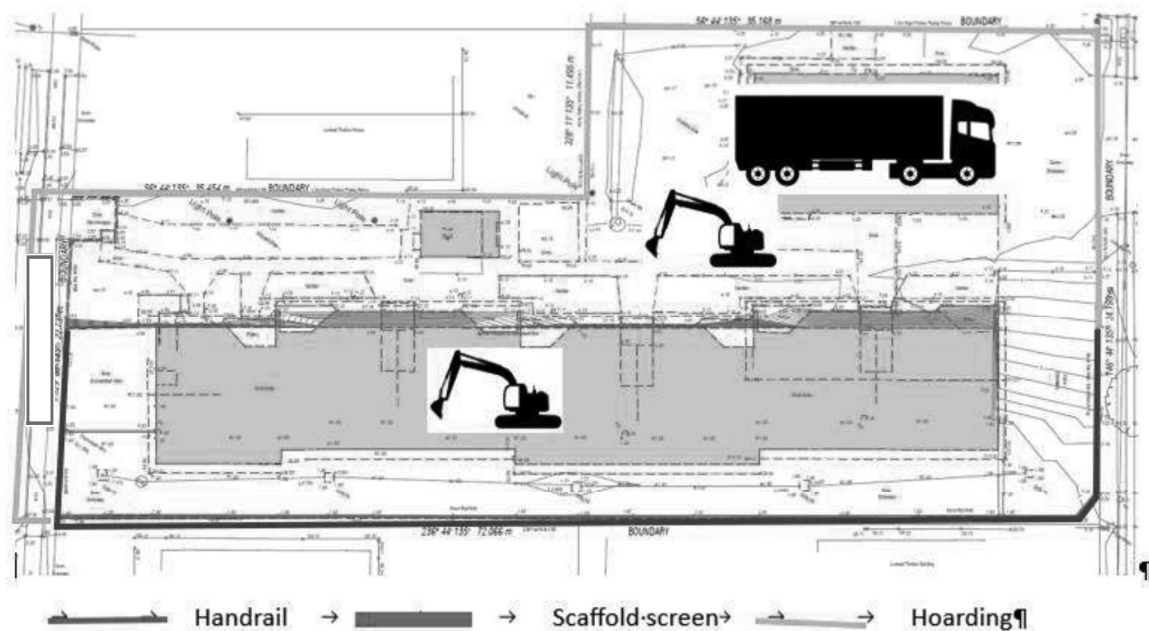
12.2 DEMOLITION BUILDING 1



12.3 DEMOLITION BUILDING 2 TO GROUND



12.4 DEMOLITION OF CARPARK & GROUND SLAB



On completion of demolition and establishment of all temporary services and accommodation, the structure will be built through three main zones.

13 CONSTRUCTION METHODOLOGY

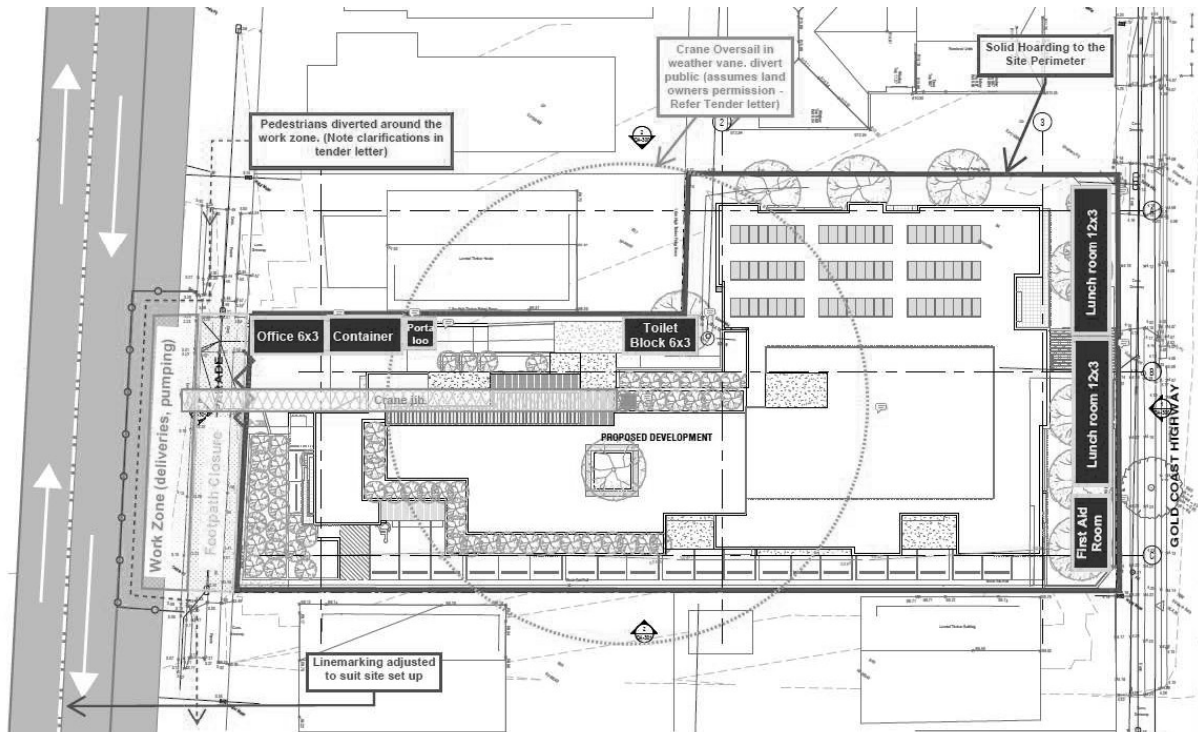
13.1 SITE SETUP

Upon completion of the demolition works it is intended that the site will be established for construction, with the site entry on [REDACTED], however, deliveries, and materials handling is intended to be completed off [REDACTED]

The site compound will be an isolated and fenced area consisting of site sheds, amenities for our contractors, and a central location through which Alder Constructions are able to hold project meetings, manage and administer our contractors, while at the same time providing an area for amenities, storage of materials and deliveries. The location for the compound is proposed due to its proximity to the work site.

Alder Constructions ensure strict sign in and sign out processes, which will be managed through our site office and site compound. Daily prestart meetings are integral to our control of trades on site, being the primary source of contractors being signed into site. Our processes can be adapted to suit any further requirements from the client.

Please see the below Site Plan and resultant proposed methodology for construction.



Please refer to Annexure 3 –Site Layout Plan

13.2 CRANEAGE

In order to construct the building, a luffing crane is proposed to be installed near the building lift shaft. In order to allow adequate reach, constructability, and the safety of construction, a 40 metre Jib will be required. This will however result in an over sail, over adjacent properties when the crane is in weathervane mode (when not in use). The proposed methodology assumes that the Principal will obtain the approval of the adjacent property owners for the required over sail.

13.3 TRAFFIC MANAGEMENT, DELIVERIES & CONCRETE PUMPING

It is expected that the Light Rail construction will be passing the site during the same time that the build program will commence. As part of the works associated with the light rail corridor, it is expected that the car parks along [redacted] will be temporarily resumed to form traffic lanes during construction.

In order to minimise disruption on the [redacted] and avoid any clashes with light rail works, the proposed methodology aims to utilise [redacted] for deliveries, material handling and concrete pumping for major pours. This methodology assumes that Council will provide approval for the necessary pedestrian crossings, footpath closures, work zones, lane closures and road closures required to enable the works to occur.

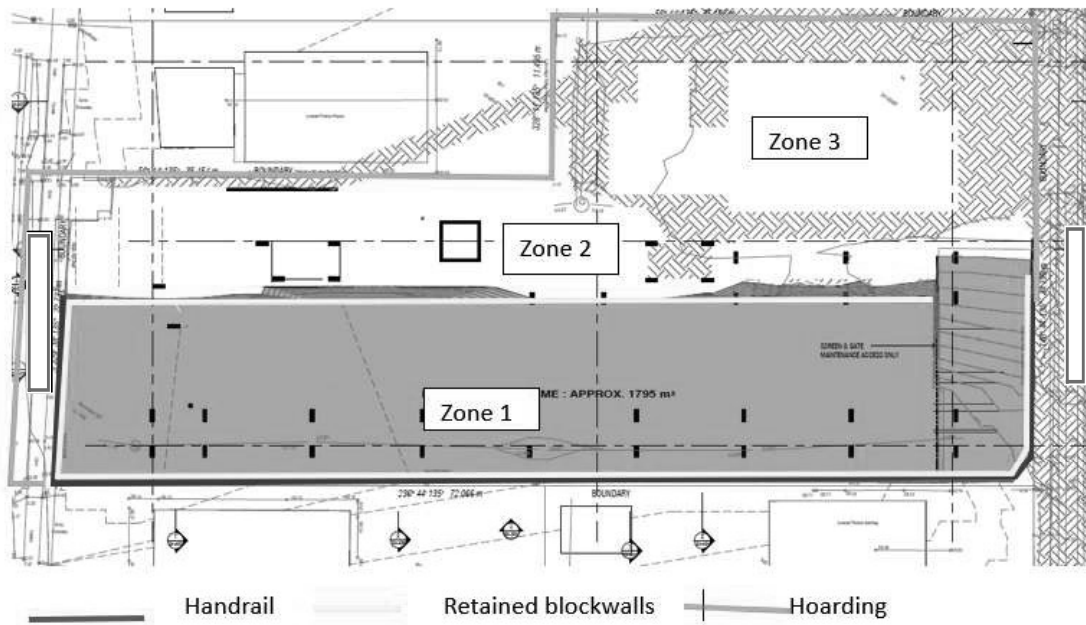
During major concrete pours, both lanes of [redacted] will be required to be closed to enable a large enough pump to complete the concrete pours, as illustrated in the images below (images taken from a similar project completed by Alder Constructions).



13.4 SUBSTRUCTURE ZONES

Zone 3 will be used as the main plant and material handling zone for the construction of the flood storage structure and inground services through to the completion of the ground level suspended slab in zone 1 and 2. This allows the completion of critical stormwater services in Zone 2 out into Sunshine Parade.

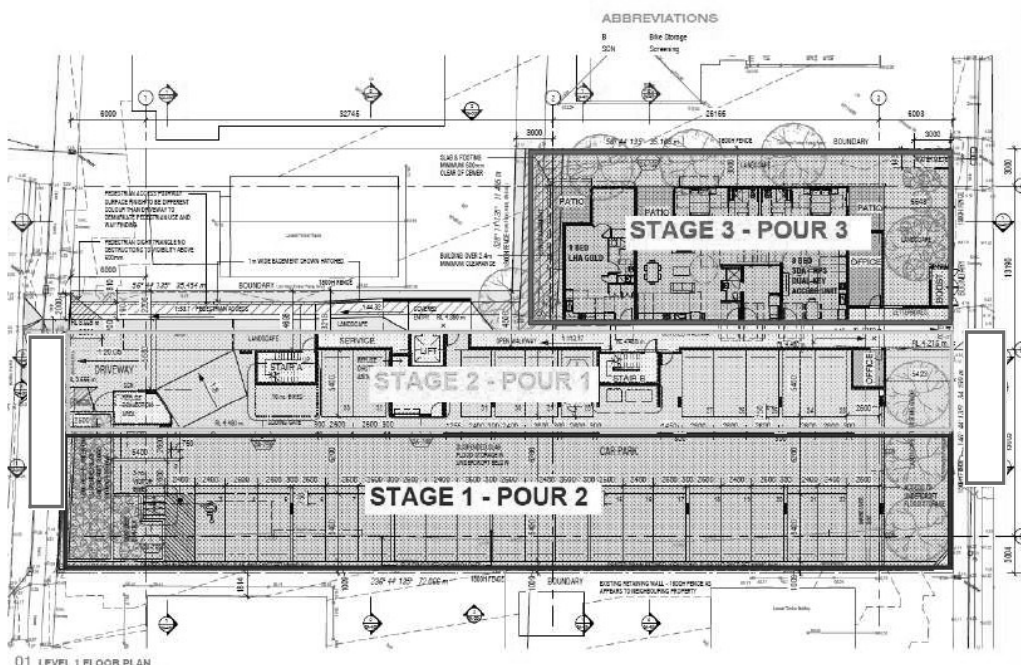
Once these activities are complete the ground services and slab of zone 3 will be constructed.



13.5 STRUCTURE LEVEL 1 (SUSPENDED & SLAB ON GROUND)

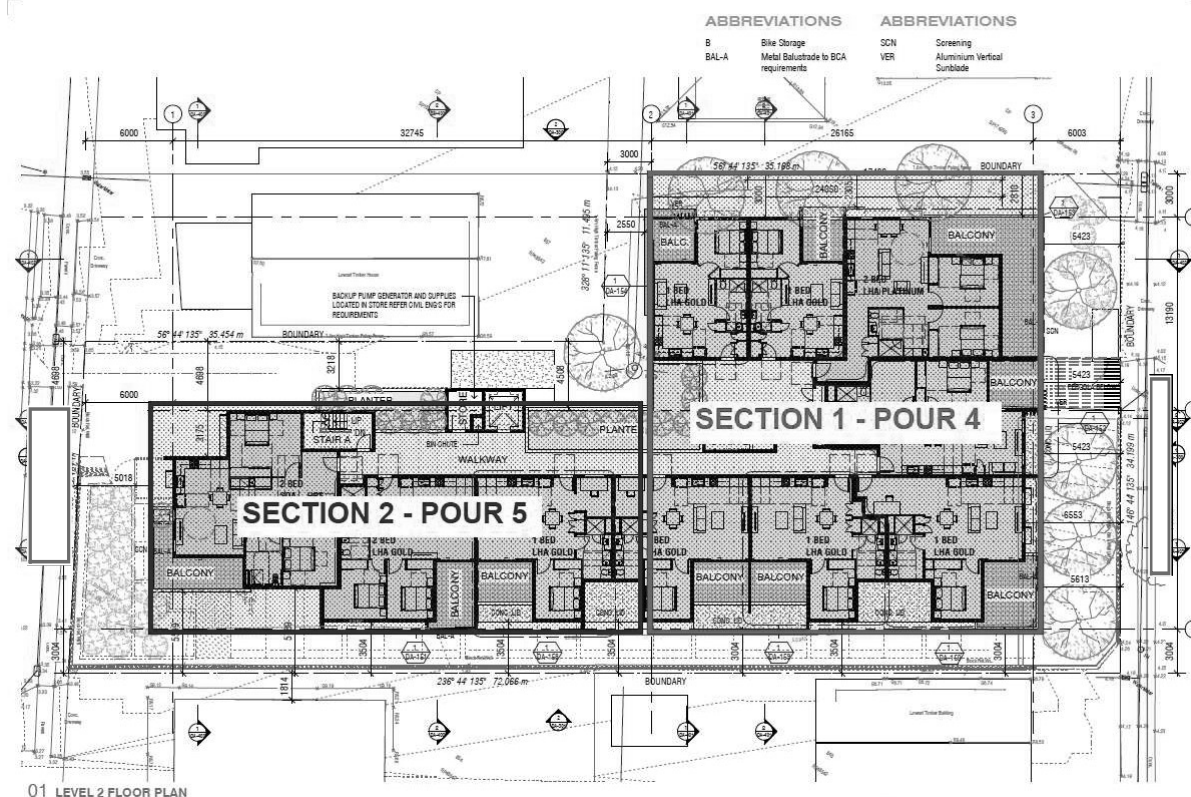
Upon completion of the in-ground services & sub structure, Level 1 Suspended slab will follow. This will be split into 3 main pours.

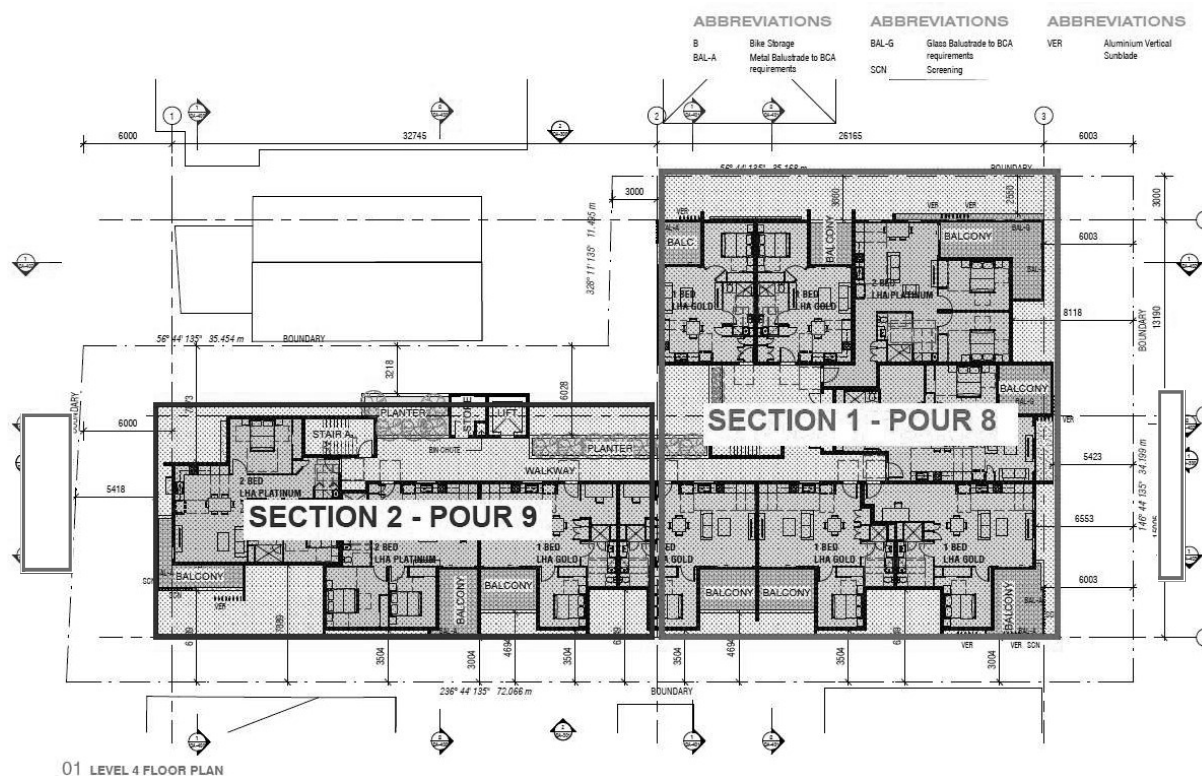
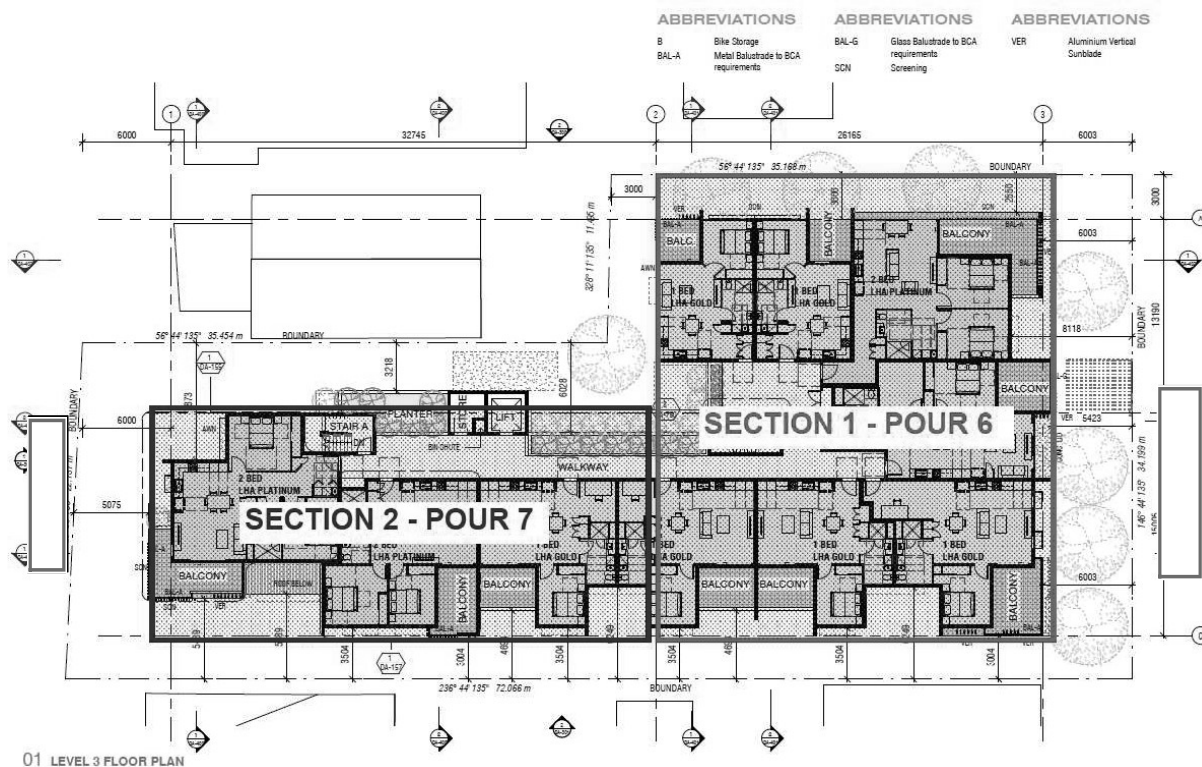
The structure will be built in two sections to give continuity of trades. The plant zone will flip to Sunshine parade to avoid the congestion on Gold Coast Highway and give site area to establish offices and amenities.

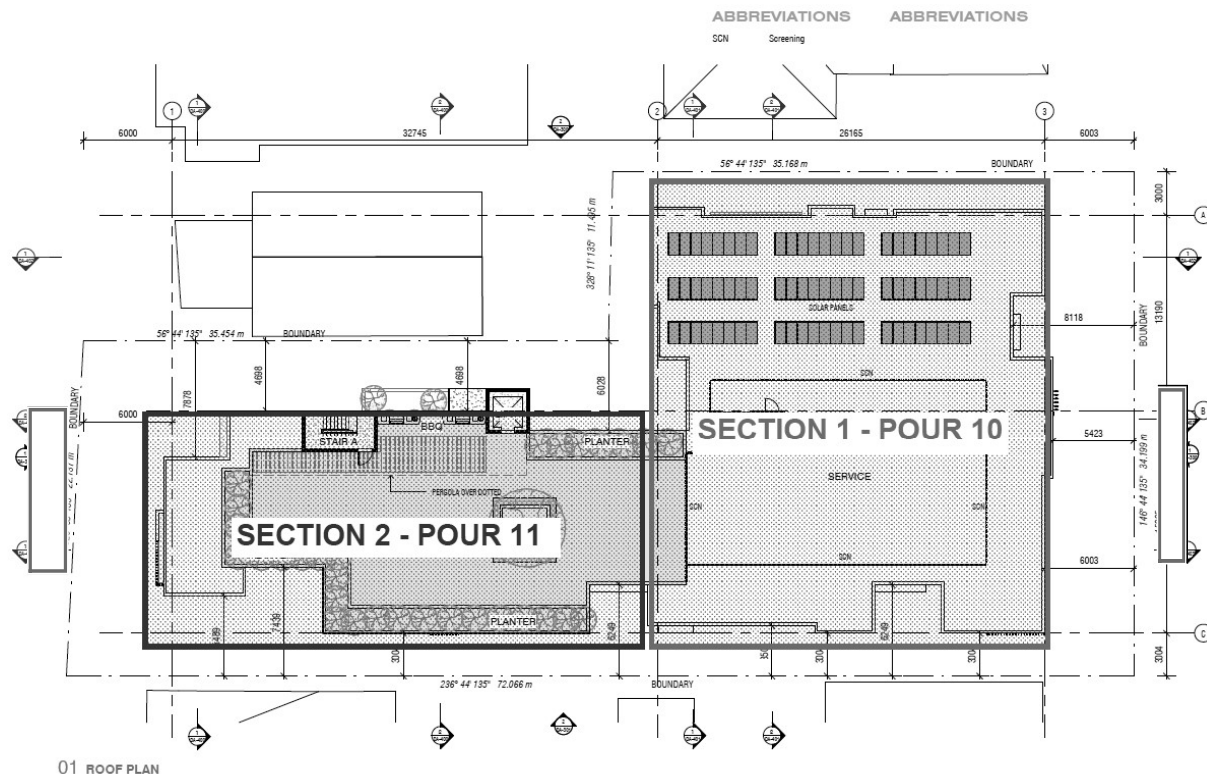


13.6 STRUCTURE - LEVEL 2 TO ROOF

Upon Completion of Level 1, the intention is that the main pours will be completed in 2 sections per level as indicated below.







Once the structure is complete, the critical paths of the project are the external finishes flowing into the external works and the other being the internal finishes.

The Construction program carefully details all these phases and details.

13.7 DEMOBILISATION

Upon finalising the finishing works and practical completion, the Alder Constructions team and will inspect the work site to identify any defects to be rectified or additional works to be completed prior to demobilising off site.

Once the site is restored and the defects are closed out to satisfaction, the Alder Constructions team will demobilise off site, removing all the traffic control devices and reinstating the area to original state.

13.8 AS CONSTRUCTED SURVEY

Once all the hard scape elements of the project are completed, a licenced surveyor will carry out a detailed As Constructed Survey and provide a document in the Council preferred format for submission to the Principal.

14 COMPLETION

Alder Constructions strive for a defect free, commissioned, and validated project. This ensures the works are ready to perform as intended. During construction defects will be managed through our construction management platform – Procore, to enable effective tracking and close-out for all defects.

Upon completion the works will be inspected by the Principal and stakeholders in conjunction with Alder Constructions, for compliance with the documentation and intent. All testing and validation will be completed and signed off by the stakeholders and our Site Office compound will be decommissioned and removed from site. This will mark the completion of the project and the commencement of the Defect's Liability Period.

15 COVID-19

Alder Constructions has a Covid-19 Policy and Management Plan which can be provided upon request.

We take stringent action to curb COVID-19 through our proactive practices that are reviewed and updated on a weekly basis based on the latest health advice from State and Federal Government and we will ensure that all staff working on site will comply with the latest federal and QLD Health protocols for managing all COVID-19 guidelines. This is our commitment to the effective management of the project and the live environment in which we work.



ANNEXURE 1 – DRAFT TRAFFIC MANAGEMENT LAYOUT- DURING DEMOLITION

Traffic Management Layout Proposal During Demolition (assumes no disruption associated with Light Rail Construction, and approval of plan by council)



Wed Oct 26 2022
Imagery by © 2023 Nearmap, HERE

nearmap
Partners



ANNEXURE 2 – DRAFT TRAFFIC MANAGEMENT LAYOUT - DURING CONSTRUCTION



Road Centre
Linemarking
adjusted to suit
site (assumed
acceptable by
GCCC)

Pedestrians diverted
around the work zone.
(Note clarifications in
tender letter)

Footpath Closure
(assumed permanent
footpath closure granted
by GCCC)

Crane jib

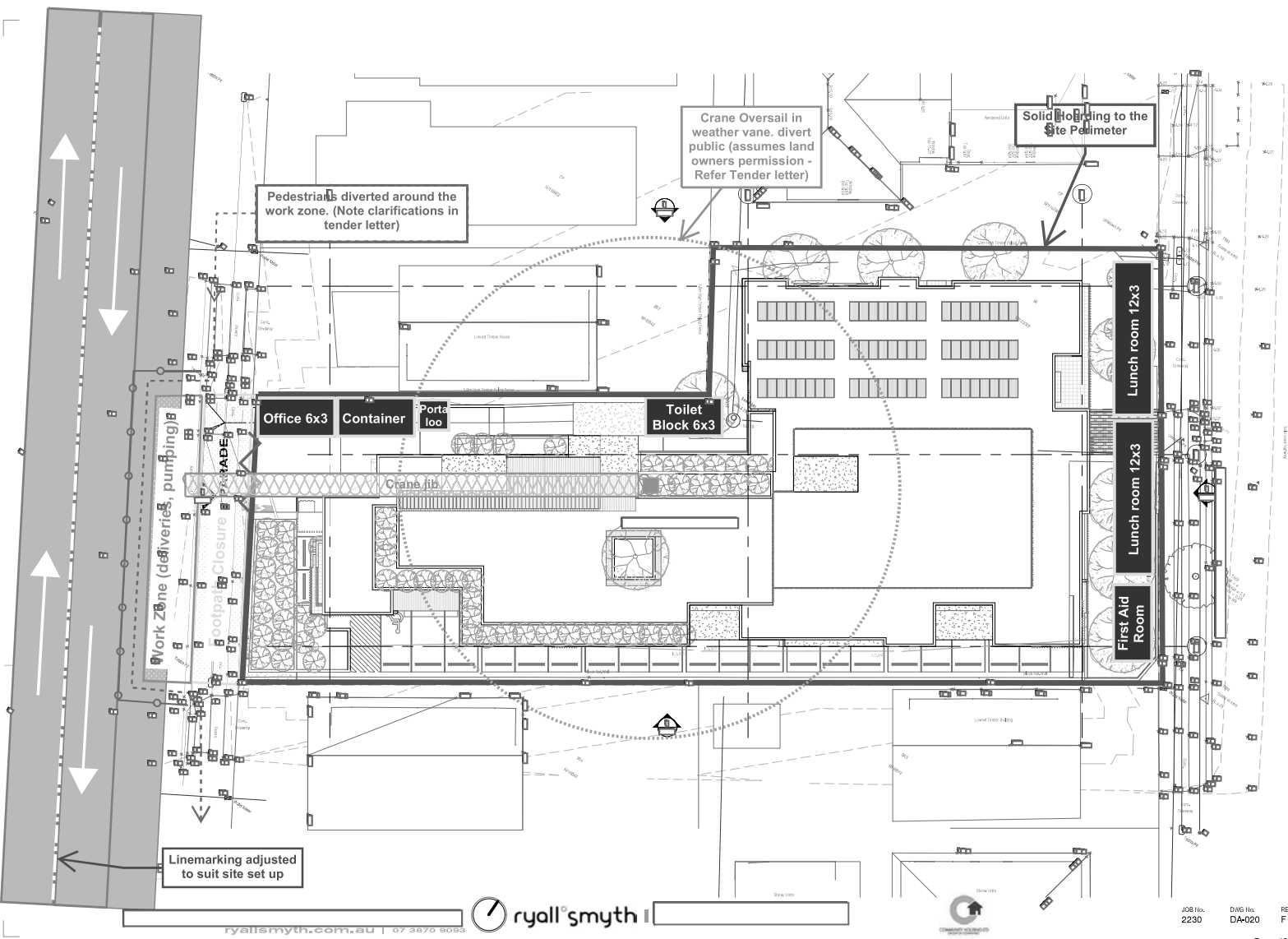
Work Zone (deliveries, pumping)
(assumed permanent closure
granted by GCCC)

Traffic Management Layout Proposal During Construction (assumes no disruption
associated with Light Rail Construction, and approval of plan by council)

Limited access/activities
to minimise disruption
on GC Highway



ANNEXURE 3 – SITE LAYOUT PLAN



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JOB No. 2230
 DWG No. DA-020
 REVISION F

ATTACHMENTS

Appendix 4

Schedule of Alternate Solutions

SCHEDULE OF ALTERNATE SOLUTIONS

ALTERNATE	SAVINGS/ ASSOCIATED COSTS/ PURPOSE
Plain concrete (broom) finish to balconies and rooftop common area in lieu of tile.	\$100,000.00

ATTACHMENTS

Appendix 5

Work Health and Safety

SAFETY MANAGEMENT

MANAGEMENT SYSTEMS

Alder Constructions continual improvement philosophy and dedication to maintaining our Management System Certifications:

- Quality: ISO 9001
- WHS: ISO 45001, AS/NZS 4801
- Environment: ISO 14001

ensures we are engaging with and implementing the most current construction practices and technologies, with our dedicated HSE Manager maintaining ongoing training and delivering a culture of best practices.

Our full WHS Management System further encompasses:

- Commitment to WHS Management
- WHS Management Plan Outline
- WHS Policy
- Pandemic Management Plan Outline and Policy

Please refer to Appendix 6- Work Health and Safety

- WHS Management System
- Quality Management System
- Environmental Management System

HEALTH AND SAFETY MANAGEMENT

Alder Constructions prides ourselves on our commitment to ensuring the safety of our workers, subcontractors and project partners, our clean worksites, impeccable records and our track record which reflects the satisfaction of clients in our implementation of these WHS commitments and best practices.

Alder Constructions utilises a third party certified Integrated Management system certified by QSERC to the following standards:

- WHS - AS/NZS 4801:2001
- WHS - ISO 45001:2018
- Federal Safety Commissioner Certified

Our system encompasses WHS Management which addresses safe work procedures and relevant safety instructions for all works performed by Alder Constructions.

PRE-PROJECT COMMENCEMENT

We believe that thorough planning is key to the success of any project and that detailed pre-planning should be undertaken for all work processes, no matter how simple or complex they may be perceived.

To this end Alder Constructions implement numerous processes and procedures prior to project commencement that outline the systematic and objective approach to assessing hazards and their associated risks. Through detailed flow charts and linked documents, Alder Constructions personnel can reference company policy and further select and utilise the most appropriate risk resource documents relevant to the project scope of works.

These include:

- Risk Matrix
- QSE05-REF-01 Risk Management Approach

- QSE05-PFC-01 Managing Risk
- QSE05-REG-01 Project Risk Register
- QSE05-FORM-16 Prestart Hazard Identification and Risk Assessment
- QSE05-FORM-06 SWMS Template
- QSE05-FORM-13 Site Assessment – Inspection
- QSE05-FORM-02 Risk Assessment
- QSE05-FORM-14 Daily Weekly Inspection

Risks are articulated prior to project commencement in site specific Management Plans, which provide a detailed assessment of the risks and variables that the project team need to control or understand. Management Plans are also updated throughout the project should any changes be made to the construction processes or change to the variables that we must be aware of. These changes to the Management Plans are communicated to the wider project team through Toolbox Talks.

Another way in which Alder Constructions manages risk is by conducting 'Pre-Construction Forums'. These forums are typically held a minimum 7 days prior to a major construction milestone or high-risk operation. The meetings include Client Representatives, Subcontractor Representatives (if applicable) and Alder Constructions Project Team and intend to present the planning undertaken by Alder Constructions key staff. As an example, these planning items may include logistics plans, engineering certification for crane/piling pads and resource allocations etc. The forums are an open setting with questions welcomed by all involved and is the best way to ensure all foreseeable risks are managed.

PROJECT COMMENCEMENT

Alder Constructions employs a dedicated HSE Manager who has extensive experience and training in WHS and is responsible to advise and oversee all Alder Constructions Health and Safety issues both in the office and on site. Alder Constructions additionally employs HSE advisors who are primarily based on site to oversee any immediate concerns. These personnel in collaboration with Alder Constructions dedicated Quality Manager will be utilised day to day for their expertise and will be additionally responsible for completing WHS inspections, ensuring our staff are complying with our own and Australian industry standards.

All project staff are inducted and trained in their WHS responsibilities, and these are further documented in in HS-821 WHS Responsibilities for Managers, staff position descriptions and project specific management plans - CON20-FORM-01 WHS Management Plan.

Alder Constructions' site team will hold a daily Prestart meeting on site at 6:30am prior to the commencement of works. The Daily Prestart is an effective communication forum, to ensure that the subcontractors and other workers on site are aware of the days activities, and that various risks are considered and coordinated between the teams. A record of the Prestart is kept on site and is required to be viewed and signed by all Visitors to the site that day, which would include the Principal and its representatives.

We ensure that our detailed processes and procedures are available on site for all project personnel should document referencing be required.

The below steps are an overview of the measures taken to ensure the safety of workers, residents, visitors and the public. Upon project award and prior to project commencement and site mobilisation the following processes will be completed:

- Implement Communication Strategy
- Complete Inductions
- Undertake SWMS, Risk Assessment and Hazard Identification
- Develop Project Site Management Plan and WHS Management Plan
- Identify overall Site Safety Management controls and Proximity to other project facilities/ Live environments

Health and Safety Record

- Ongoing Monitoring and Review of controls
- Development of Traffic Control Plan and Managing Traffic to the Surrounding Area of the Site
- Undertake Site Establishment
- Confirm use and understanding of First Aid and Personal Protective Equipment, Emergency Preparedness and Response procedure
- Undertake Mobile Plant and Equipment actions and safety procedures
- Undertake Working at Heights actions and safety procedures

Alder Constructions have successfully completed over 280 projects in our history and are highly experienced to deliver these works. We understand the intricacies and sensitivities involved in managing hazardous, time sensitive and live environment works with tight site constraints in proximity to highly trafficked roads.

6.1

WHS Management System

Health & Safety

ACCREDITATION & COMMITMENT TO WORKPLACE HEALTH & SAFETY MANAGEMENT & ZERO HARM

We take a people-first approach to safety and bring this attitude to each and every project.

With decades of practical site experience and a proactive approach to zero harm, our dedicated team of HSEQ professionals provide workplace health and safety advice, support and guidance to our team, subcontractors, clients and all relevant stakeholders.

Alder Constructions' commitment to safety is demonstrated through our rigorous WHS policies, procedures, training, and inductions to ensure all employees are educated in the use of and provided with all required safety equipment. Our risk adverse approach ensures all risk assessments and mitigation strategies are implemented to support our staff in maintaining a safe work space and best work practices.

Our Workplace Health and Safety systems are Federal Safety Commissioner Accredited (FSC), and Independently certified to ISO 45001 and AS/NZS 4801.

Safety doesn't happen by accident.



AS / NZS
4801:2001
Safety Management System



ISO
45001:2018
Safety Management System



Federal Safety Commissioner
Accreditation No: 298
Safety Management System



This is to certify

Alder Constructions Pty Ltd

has implemented and maintains a

Occupational Health & Safety Management System

that complies with the requirements of

ISO 45001:2018

Scope of Certification

Design, construction and project management of civil, building,
infrastructure, bridge and road construction

Addresses

116 Siganto Drive, Helensvale, QLD, 4212, Australia
1/19 Cherry Street, Ballina, NSW, 2478, Australia
1/153 Racecourse Road, Ascot, QLD, 4007, Australia

Certificate Number: R20220059
Certification Effective Date: 24 June 2022

Issue Date: 5 July 2022
Certification Expiry Date: 7 June 2025



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Timothy Staatz
GENERAL MANAGER



This is to certify

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that complies with the requirements of

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Certification Expiry Date: 7 June 2025



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Timothy Staatz
GENERAL MANAGER



Australian Government

Attorney-General's Department
Office of the Federal Safety Commissioner

The Federal Safety Commissioner
certifies that

Alder Constructions Pty Ltd

having met the requirements of the
Australian Government building and
construction WHS Accreditation Scheme,
is hereby awarded accreditation from
23 December 2021 until 22 December 2024.

A handwritten signature in black ink, appearing to read 'Rachel Thomas'.

Rachel Thomas

Federal Safety Commissioner



Accreditation number: 298.



POLICY //

Work Health & Safety

Alder Constructions was established in 2003 and undertakes commercial building, civil and infrastructure projects. Our core company goals and objectives underpin all our policies and work procedures. These are to deliver profitable, sustainable and quality building and civil projects, in an enjoyable, family-feel environment for the well-being of all stakeholders.

Alder Constructions is committed to providing a healthy and safe environment for all employees, contractors, persons conducting a business or undertaking, suppliers, clients and the community during the construction of a project. Our ultimate goal is zero harm with an overall objective to achieve zero penalties and infringements from relevant authorities and nil notifiable incidents on each project.

There is a very strong commitment to the importance of effective workplace health and safety practices and we ensure that activities are well managed and compliant to all requirements. We believe that sound health and safety practices can be adopted, and will provide all relevant and necessary training and support to achieve this goal through effective implementation of the Work Health and Safety Management Plan.

The health and safety objectives and targets in our Work Health and Safety Management Plan are designed to facilitate the management and implementation of health and safety on a project. These objectives will be regularly measured to enable continual improvement. The objectives are achievable through a concerted effort by all managers, employees, consultants, contractors and suppliers in implementing our policies.

Management will lead by example to ensure the commitments to legislative and contractual requirements are met. Health and safety performance will be continuously monitored and work methods reviewed with the aim of eliminating risk as far as reasonably practicable. Employees are responsible for complying with these methods by rectifying or reporting non-compliance, and actively participating in WH&S consultations, health and safety meetings, committees and various training sessions.

This policy is made available to all interested parties and will be reviewed annually to ensure it remains relevant and appropriate for Alder Constructions' operations.

Greg Alder
Managing Director
Alder Constructions Pty Ltd

Dean Cheffers
Director & General Manager
Alder Constructions Pty Ltd



AS / NZS
4801:2001
Safety Management System



ISO
45001:2018
Safety Management System



ALDER CONSTRUCTIONS

Workplace Health & Safety Management Plan

PXXX – Project Name

Client Name

Location

www.aldercon.com.au





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POLICY //

COVID-19 Management

Alder Constructions was established in 2003 and undertakes commercial building, civil and infrastructure projects. Our core company goals and objectives underpin all our policies and work procedures. These are to deliver profitable, sustainable and quality building and civil projects, in an enjoyable, family-feel environment for the well-being of all stakeholders.

Alder Constructions is committed to curbing the impacts of COVID-19 through proactive practices based on the latest health advice from State and Federal Governments, ensuring the health and wellbeing of our employees, subcontractors, suppliers and surrounding community.

To achieve our objectives in minimising the impacts of COVID-19, Alder Constructions has implemented the following:

- Regular review of updates issued by State and Federal Governments and release of correspondence internally and externally;
- A COVID-19 specific Emergency Response Plan;
- Rapid response to employees displaying potential symptoms or generally feeling unwell, including testing and clearance requirements;
- Social distancing measures of minimum 1.5m, limits of personnel numbers in enclosed spaces such as site offices, site lunchrooms, meeting rooms, and additional open air breakout areas;
- Increased sanitation and disinfection of communal areas and hard surfaces both on site and in head office using commercial grade products;
- Touchless hand sanitation stations;
- Delineation of designated work zones on site to control the number of subcontractors on site at any one time and ensuring social distances are adhered to during works, where practically possible;
- Limiting non-essential visits to sites during peak hours of operation; and
- Designated and contactless delivery zones on sites.

Alder Constructions recognises its responsibility to practice and promote behaviours as recommended by the State and Federal Governments to curb the impacts and ensure continuity of our business operations.



Greg Alder
Managing Director
Alder Constructions Pty Ltd



Dean Cheffers
Director & General Manager
Alder Constructions Pty Ltd



ALDER CONSTRUCTIONS

Pandemic Management Plan

PXXX – Project Name

Client Name

Location

www.aldercon.com.au



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6.2

Quality Management System



Quality Assurance

ACCREDITATION & COMMITMENT TO QUALITY ASSURANCE & BEST PRACTICES

We pride ourselves on being master builders, delivering projects that exceed our client's expectations.

Delivering an extremely high standard of construction, certified to meet ISO 9001, our systems enable us to consistently improve efficiency and effectively manage risk without compromising the product or outcome.

Alder Constructions continually review our quality management system in house, utilising our dedicated Quality Manager, who oversees and supports the teams across all projects.

Ensuring quality is at the forefront of our site and office based teams mind, our Quality Manager implements invaluable processes that strategically drives best practices from project inception to close, utilising a dedicated construction management platform, to document our quality control from site inspections and audits to task specific ITPs and defect management.

Quality is never an accident. It is always the result of intelligent effort.



ISO
9001:2015
Quality Management System



This is to certify

Alder Constructions Pty Ltd

has implemented and maintains a

Quality Management System

that complies with the requirements of

ISO 9001: 2015

Scope of Certification

Design, construction and project management of civil, building, infrastructure, bridge and road construction

Addresses

116 Siganto Drive, Helensvale, QLD, 4212, Australia

1/19 Cherry Street, Ballina, NSW, 2478, Australia

1/153 Racecourse Road, Ascot, QLD, 4007, Australia

Certificate Number: R20220060
Certification Effective Date: 24 June 2022

Issue Date: 5 July 2022
Certification Expiry Date: 07 June 2025



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Timothy Staatz
GENERAL MANAGER



POLICY //

Quality

Alder Constructions was established in 2003 and undertakes commercial building, civil and infrastructure projects. Our core company goals and objectives underpin all our policies and work procedures. These are to deliver profitable, sustainable and quality building and civil projects, in an enjoyable, family-feel environment for the well-being of all stakeholders.

Our objective on each and every project is to achieve zero non conformances from our clients and nil defects at handover. We are able to maintain this capability through the implementation of our quality management system which has been developed to comply with the ISO 9001 international standard and through regular reviews of the system to ensure that it remains effective and appropriate for our company's operations. Our commitment to this management standard has assisted us to achieve continual improvements and the ability to provide project outcomes which not only meet Client specified requirements but also exceed Client expectations upon delivery.

Suppliers, subcontractors and consultants utilised by Alder Constructions understand our level of commitment and the need to fully support our operational practices.

Each employee is required to actively implement this policy in their specific area of responsibility. To achieve these objectives, Alder Constructions applies the following principles:

- develop a mature and professional relationship between the project team and the Client so we can effectively set and achieve our mutual goals;
- comply with all contractual and relevant statutory obligations;
- use resources efficiently;
- take appropriate action in the unlikely event that performance does not meet expectation;
- communicate this policy to all personnel within the Company to clearly enunciate our commitment to the delivery of quality projects which meet and exceed our Client's expectations;
- continually enhance the skills and competencies of our personnel which improve our service and project delivery methods;
- encourage ethical behaviour both within the Company and to those with whom we work;
- annually review this policy to ensure it is both adequate and effective.

We will incorporate these principles into our business planning process to provide the framework for setting appropriate objectives and targets in regard to quality standards and project delivery methods which will ensure continual Client satisfaction.

Greg Alder
Managing Director
Alder Constructions Pty Ltd

Dean Cheffers
Director & General Manager
Alder Constructions Pty Ltd



ISO
9001:2015
Quality Management System





ALDER CONSTRUCTIONS

Quality Management Plan

PXXX – Project Name

Client Name

Location

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6.3

Environmental Management System

Environment

ACCREDITATION & COMMITMENT TO ENVIRONMENTAL MANAGEMENT & SUSTAINABILITY

We take our environmental responsibilities seriously. Our objective and strategy is to positively contribute to a sustainable way of business and constantly look for ways to reduce and /or offset any impact possible.

We are committed to promoting a culture of sustainability in our workplaces by managing our operations and integrating sustainability principles to offer value for money for our Clients, seek competitive advantage through innovation, reduce construction waste and contribute to safe and healthy employees and communities.

Construction waste is a major impact from our industry and Alder Constructions take great pride and focus our delivery teams on waste reduction, working with our trades to minimise, re-use and recycle.

Our systems are certified to ISO 14001 and audited each year, ensuring every project rigorously assesses its risks and impact on the local environment.

Working towards leaving the earth in a better place than when we arrived.



ISO
14001:2015
Environmental Management System



This is to certify

Alder Constructions Pty Ltd

has implemented and maintains a

Environmental Management System

that complies with the requirements of

ISO 14001:2015

Scope of Certification

Design, construction and project management of civil, building, infrastructure, bridge and road construction

Addresses

116 Siganto Drive, Helensvale, QLD, 4212, Australia
1/19 Cherry Street, Ballina, NSW, 2478, Australia
1/153 Racecourse Road, Ascot, QLD, 4007, Australia

Certificate Number: R20220058
Certification Effective Date: 26 June 2022

Issue Date: 5 July 2022
Certification Expiry Date: 7 June 2025



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Timothy Staatz
GENERAL MANAGER



POLICY //

Environment

Alder Constructions was established in 2003 and undertakes commercial building, civil and infrastructure projects. Our core company goals and objectives underpin all our policies and work procedures. These are to deliver profitable, sustainable and quality building and civil projects, in an enjoyable, family-feel environment for the well-being of all stakeholders.

As part of Alder Constructions' commitment to achieving the principles of environmental sustainability in our workplaces, we recognise our moral and legal responsibility to ensure that our activities, products and services are designed to enhance the environment in the communities in which we operate, and to ensure our operations do not place the local community or environment at risk of harm. Alder Constructions is fully committed to comply with relevant environmental legislation and regulations.

We are committed to environmental improvement and prevention of pollution. We will work with our customers, suppliers and the community to adopt procedures that:

- reduce waste through innovative work methods and recycling practices;
- minimise environmental impacts by reduction of polluting substances used or produced;
- minimise the impact of our operations on the neighbouring community;
- increase the use of environmentally acceptable materials, equipment and technology in place of those which are considered harmful;
- ensure that our suppliers follow acceptable environmental policies, and
- actively promote environmental awareness among employees, clients, customers and the general public.

Our overall objective is to ensure no environmental harm is caused, no penalties or infringements from relevant authorities and nil notifiable incidents on each project. We recognise that the overall responsibility for environmental sustainability rests with management, who will be accountable for the implementation of this policy and review of its effectiveness annually.

These responsibilities include:

- ensuring that all environmental policies and procedures are implemented;
- establishing measurable objectives and targets to ensure continued improvement aimed at the elimination of waste, pollution and environmental harm;
- encouraging consultation and co-operation between management, employees and stakeholders in matters which may affect or impact on the environment; and
- providing adequate resources to meet these environmental commitments.

Employees also have responsibilities, which include:

- following all environmental policies and procedures; and
- recognising and reporting hazards and incidents which may affect the environment.



Greg Alder
Managing Director
Alder Constructions Pty Ltd



Dean Cheffers
Director & General Manager
Alder Constructions Pty Ltd



ISO
14001:2015
Environmental Management System



EN



ALDER CONSTRUCTIONS

Environmental Management Plan

PXXX – Project Name

Client Name

Location

www.aldercon.com.au



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ATTACHMENTS

Appendix 7

Project Experience and Referees



Aura Apartments

VARSITY DEVELOPMENTS | VARSITY LAKES QLD

This boutique multi-residential apartment development is perfectly located in Varsity Lakes with Lake Orr at its front door. Residents benefit from a suite of amenities including swimming pools, gym, sauna, spa, landscaped gardens and rooftop terraces with panoramic 360 degree views.

This quality development brings resort style living to a growing suburban area of the Gold Coast within close proximity of Bond University, Robina Town Centre and a myriad of cafes and restaurants. The project consisted of 4 multi-levelled residential towers, comprising of 120 apartments, all either 1, 2 or 3 bedrooms and all of high quality finishes.

All apartments have generous sized balconies incorporated into their designs, showcasing the features of the apartment buildings and the 360 degree views.

PROJECT VALUE:

\$28.7m

SECTOR:

BUILDING // RESIDENTIAL

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- Solar panels have been installed to the roof top area to Tower 4 to supply electricity to the development.
- Large basement car park and plenty of storage spaces are provided for the unit owners.
- Granite bench tops to all kitchens.
- High quality finishes and generous size balconies.
- Two resort style pools, gym, sauna, spa, roof top terraces and landscaped gardens.
- Every apartment is beautifully appointed with stacked sliding doors which are fully retractable leading onto the balcony, timber-look flooring to the living areas and stone benchtops in the kitchen, complete with quality stainless steel appliances.
- Works were completed in proximity to busy pedestrian pathways requiring community engagement and communication.



Seachange Country Club

PPV INLET PTY LTD | EMERALD LAKES QLD

The Country Club project is the complete construction of a luxury over 50's resort style complex which provides a central recreation and dining location for the many residents of the Seachange Estate. The building comprises of two high quality floor areas totalling 1,800m² of amenable space.

2016 MASTER BUILDERS STATE & REGIONAL
AWARD WINNER



PROJECT VALUE:

\$3.8m

SECTOR:

BUILDING // RESIDENTIAL

DELIVERY MODEL:

CONSTRUCT ONLY

PROJECT HIGHLIGHTS

- Full tilt panel and structural steel frame construction.
- Feature external claddings including long line metal wall sheeting, stone feature walls and Urban Line wall panelling.
- Decorative internal finishes such as marble floor and wall tiling, stone cladding, timber stairs, timber feature wall panelling and decorative joinery.
- The incorporation of dining facilities, woodworking and arts and crafts rooms.
- Two swimming pools including a heated indoor pool.
- A spa and lounge area including massage room.
- An external Teppanyaki BBQ area.



The York Commercial Precinct

INVEST LOGAN & ALDER DEVELOPMENTS | BEENLEIGH QLD

The development is inspired by the vision to revitalise Beenleigh as a compact and vibrant hub for the surrounding community.

The York redevelopment is a new mixed-use development comprising a 4,000m², seven storey commercial building project, with ground floor retail space and revitalisation of John Lane. The York will combine premium work space with small office, home office (SOHO) opportunities and pedestrian access to John Lane. The regeneration of this under utilised space is an important symbol of the economic and social development in the local Beenleigh area and greater Logan.

WATCH OUR FLY THROUGH VIDEO // https://youtu.be/_PdOI-6AcGA



PROJECT VALUE:

\$16.4m

SECTOR:

BUILDING // OFFICE

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- Logistically challenging site contained on both sides by neighbouring properties and trafficable road and laneway. This requires detailed planning, traffic management and staging to ensure maximum productivity and minimal disruption to neighbouring business.
- A high level of community engagement and communication is required due to the close proximity of businesses.
- PCA A-Grade architectural design.
- SOHO style of office arrangements.
- 156m² of ground floor retail space including cafes.
- 4,000m² commercial office space.
- Sleak and sophisticated facades with vertical gardens.
- 2 level basement carpark.
- 5 level office spaces.
- Roof Top Terrace.



M1 Connect Business Hub

ALDER DEVELOPMENTS | HELENSVALE QLD

Alder Constructions have teamed up with Alder Developments to deliver the design and construction of a new multi-million dollar A-grade office complex with café facilities and basement parking, boasting 5,682 m² of commercial office space over 3 levels. This project is architecturally designed with high quality finishes, featuring an entry foyer with high level timber batten ceilings and halo lighting, feature entry stairs, full feature tiled floors and lift core areas as well as glazed curtain walls to foyer and internal tenancy frontages, external sunshades and awnings and a prominent facade offering prime exposure to the M1 Motorway.

With combined building and civil capabilities, Alder Constructions completed civil works and associated infrastructure including driveway, footpaths, external hardscaping and soft landscaping of garden areas which have been designed for streetscape beautification.



PROJECT VALUE:

\$13.3m

SECTOR:

BUILDING // OFFICE

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- Detailed planning and sequencing of external works, entry points for site access, temporary holding zones and service connections to minimise impact on road users and pedestrians.
- Extensive 165 space basement carpark – which covers the entire allowable land footprint
- Three level construction consisting of ground level entry foyer, offices and amenities with two further suspended floor levels featuring offices, common meeting rooms and amenities.
- A-Grade commercial office spaces, amenities and services with 5,682m² of usable tenancy and common meeting room spaces.
- Logistically challenging site contained on both sides by neighbouring properties and trafficable road and laneway with limited verge access. This requires detailed planning, traffic management and staging to ensure maximum productivity and minimal disruption to neighbouring businesses.



Energex Greenslopes Redevelopment

ENERGY QUEENSLAND LTD | GREENSLOPES QLD

Alder Construction has delivered the construction of a flagship project for Energex - Greenslopes Redevelopment Project. The multi-million dollar redevelopment of the site features a new 5000m², multi-level office complex plus extensive site improvements, new truck wash bays and streetscape beautification.

The new workspace is home to more than 200 Energex field, design and project staff from the existing depot and other Brisbane locations. The new site increases light vehicle parking to 130, cater for nearly 80 response vehicles and works seamlessly with the existing refurbished 3000m² warehouse.



PROJECT VALUE:

\$24.7m

SECTOR:

BUILDING // OFFICE

DELIVERY MODEL:

CONSTRUCT ONLY

PROJECT HIGHLIGHTS

- Community engagement and communication strategy was implemented throughout construction to ensure transparency of upcoming works and minimise disruption.
- Detailed planning and sequencing of external works and service connections to minimise impact on road users and pedestrians.
- Extensive land remediation works, bulk earthworks and services infrastructure including relocation of overhead powerlines underground.
- Multi level construction of lower ground work areas, ground and entry level office and two suspended slabs featuring car park and upper office levels.
- Internal fit-out and detailing including acoustic panels, feature timber veneer entry spaces, glazing and operable walls.
- Feature external screening, solar panels, street scaping and landscaping enhancements.



Ashmore TAFE Plumbing Tower

QUEENSLAND DEPARTMENT OF ENERGY & PUBLIC WORKS | ASHMORE QLD

The latest project for TAFE Queensland - Ashmore Campus features a 5-storey specialty building which will be predominately used as an open-air educational facility (Class 9b) for training TAFE students in plumbing services.

Working in a live environment adjacent to operational classrooms and sporting fields, detailed sequencing of works and consideration to logistics, safety and environmental management, as well as stakeholder communication were key objectives to ensure successful outcomes for TAFE Queensland.



PROJECT VALUE:

\$5.5m

SECTOR:

BUILDING // EDUCATION

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- Bored piers construction.
- Slab on ground and elevated post-tension concrete slabs.
- Blockwall and structural steel structures.
- Internal fit-out includes internal linings and services including fire, hydraulic, electrical and data.
- External works to prepare the site included removal of existing trees and excavation.
- Finishing works will include concrete footpaths and bitumen roadways.
- Working in live environment adjacent operational education facilities, access ways and sporting field.
- Implementation of stringent safety and noise controls to ensure ongoing safety of campus users as well as minimising disruption.
- Collaborative design management process in conjunction with project architect and key consultants.



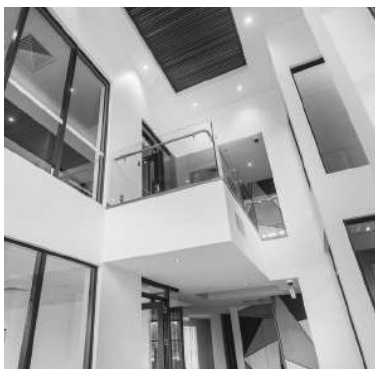
Alder Place

ALDER DEVELOPMENTS | HELENSVALE QLD

Alder Place is the result of the ongoing success of our company within South-East QLD and Northern NSW construction industry.

Alder Constructions' employees now enjoy the benefits of a high quality corporate headquarters. The Alder Place corporate office is located on Siganto Drive, Helensvale and has direct exposure to both the north and southbound view of the M1 motorway.

2015 MASTER BUILDERS NATIONAL, STATE AND REGIONAL AWARD WINNER



PROJECT VALUE:

\$4.1m

SECTOR:

BUILDING // OFFICE

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- As this project was Alder's own development where we purchased the land, obtained the relevant authority approvals, undertook the design & construction activities, the project was able to be fast tracked to provide an overall accelerated delivery programme.
- Undercroft carparking for up to 40 vehicles.
- 3 levels of office tenancy space.
- High quality external claddings and finishes.
- Corporate level internal office fit-out and well appointed amenities to all levels.
- Landscaping to all levels of the building.
- Designing a stand out project for the Siganto Drive frontage and providing a landmark building which can be seen from the M1 motorway.
- Maximising the usable land area to accommodate multiple business tenancies.
- Obtaining an alternative and detailed fire engineering solution for the building via QFES.



Centre for Bone & Joint Surgery

THE ORTHOPAEDIC PRACTICE PTY LTD | PALM BEACH QLD

This specialist centre was a complete design and construct project and has become the new home for one of the Gold Coast's most prominent Bone and Joint Specialists - The Orthopaedic Practice Pty Ltd.

The facility is designed to accommodate new patient consultation and post-operation care, treatment, observation and rehabilitation. The building consists of a full-sized basement carpark with ground floor office and consultancy including patient waiting areas, doctor and professional health services suites, treatment rooms and amenities.



PROJECT VALUE:

\$2.4m

SECTOR:

BUILDING // HEALTH

DELIVERY MODEL:

DESIGN & CONSTRUCT

PROJECT HIGHLIGHTS

- The full-sized basement carpark was constructed in dunal sands which required a mixture of sheet piling and contiguous piling. The final solution ensured neighbouring buildings were not damaged.
- Due to the extremely tight boundary constraints, planning and staging of the works was required to ensure maximum efficiency and productivity during the build and minimal disruption to neighbouring properties and street users.
- Installation of a 30kW solar system bank that runs the building free of mains power during standard facility operating hours.
- Basement and retaining structures.
- Ground Floor structures and roofing.
- Internal fit-out and finishes.
- External feature cladding and rendering.
- External civil carparking and landscaping works.

REFEREES

Company Name	Alder Developments
Contact Name	Greg Tupicoff
Position	General Manager
Phone	
Email	

Company Name	Turner and Townsend
Contact Name	Tony Beer
Position	Project Director
Phone	
Email	

Company Name	Energy Queensland Limited
Contact Name	Kylie Blaker
Position	Project Manager
Phone	
Email	

Company Name	Urban Advisory
Contact Name	Anthony Jones
Position	Director
Phone	
Email	

ATTACHMENTS

Appendix 8

Project Team Organisational Chart and CV's

KEY PERSONNEL & RESOURCES

With a risk adverse approach, the Senior Management team at Alder Constructions have selected the below project team for their experience working on Commercial Building and live environment projects. In the selection of these key personnel, Alder Constructions has selected personnel who understand the complexities and nuances of working with combined civil responsibilities, in live environments, and within tight site footprints.

Please refer to Key Personnel CVs attached behind this schedule. CVs attached specifically address responsibilities, detailed relevant experience, qualifications and skills. A summary of the project team's referees is provided in the tables below.

ALDER CONSTRUCTIONS KEY PERSONNEL – SUMMARY

ROLE & RESOURCE		INDUSTRY REFEREES	EXPERIENCE & RESPONSIBILITIES
	Project Manager Vishaan Rana	Tony Beer Project Director Turner and Townsend 0419 198 654 tony.beer@turntown.com Gerard O'Connor Senior Project Manager Ranbury Management Group 0419 783 613 goconnor@ranbury.com.au	Refer to attached CV's
	Contract Administrator Leith Nuttall	Andrew Robinson Project Director/ Associate Eastview Australia 0407 923 694	Refer to attached CV's
	Site Manager Dave Cooney	Stephen Kohout Site Engineer EDGE Consulting Engineers 0418 737 736 skohout@edgece.com	Refer to attached CV's
	Foreman Dan Alloway	Darren Chick Director DWC Constructions 0402 854 569 Sam Tarrant General Manager Tarrant building Services 0401 753 012	Refer to attached CV's
	HSE Advisor Rob Palmer	Andrew Herbert Project Manager Stokes Wheeler 0448 515 502 Godfrey Esmonde Executive General Manager Springfield City Group 0424 193 874	Refer to attached CV's

ALDER CONSTRUCTIONS DELIVERY SUPPORT

RESOURCE NAME	ROLE	RESPONSIBILITY
Tim Cadden	Building Manager	Tim supports our delivery teams with overall project delivery, handover and close-out, including tender and stakeholder management through to contract and programme support, quality management and pragmatic, value engineering solutions.
Paul Fullwood	HSE Manager	Paul is responsible to drive and manage our company Integrated Management System, completing internal and external project auditing, training, incident management and compliance. Working closely with senior management, senior project team members and our site based HSE Advisors, Paul drives a holistic approach to the quality and implementation of our safety and environmental focused systems and practices.
Mark Otte	Quality Manager	Mark works collaboratively with our dedicated HSE Manager and Advisors to ensure comprehensive management of our quality, safety and environmental requirements on all projects. Mark proactively ensures that we implement strong processes, above the industry standard, providing continuous education, support and mentoring project delivery teams on successful quality management, delivery quality and defect free outcomes.

CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

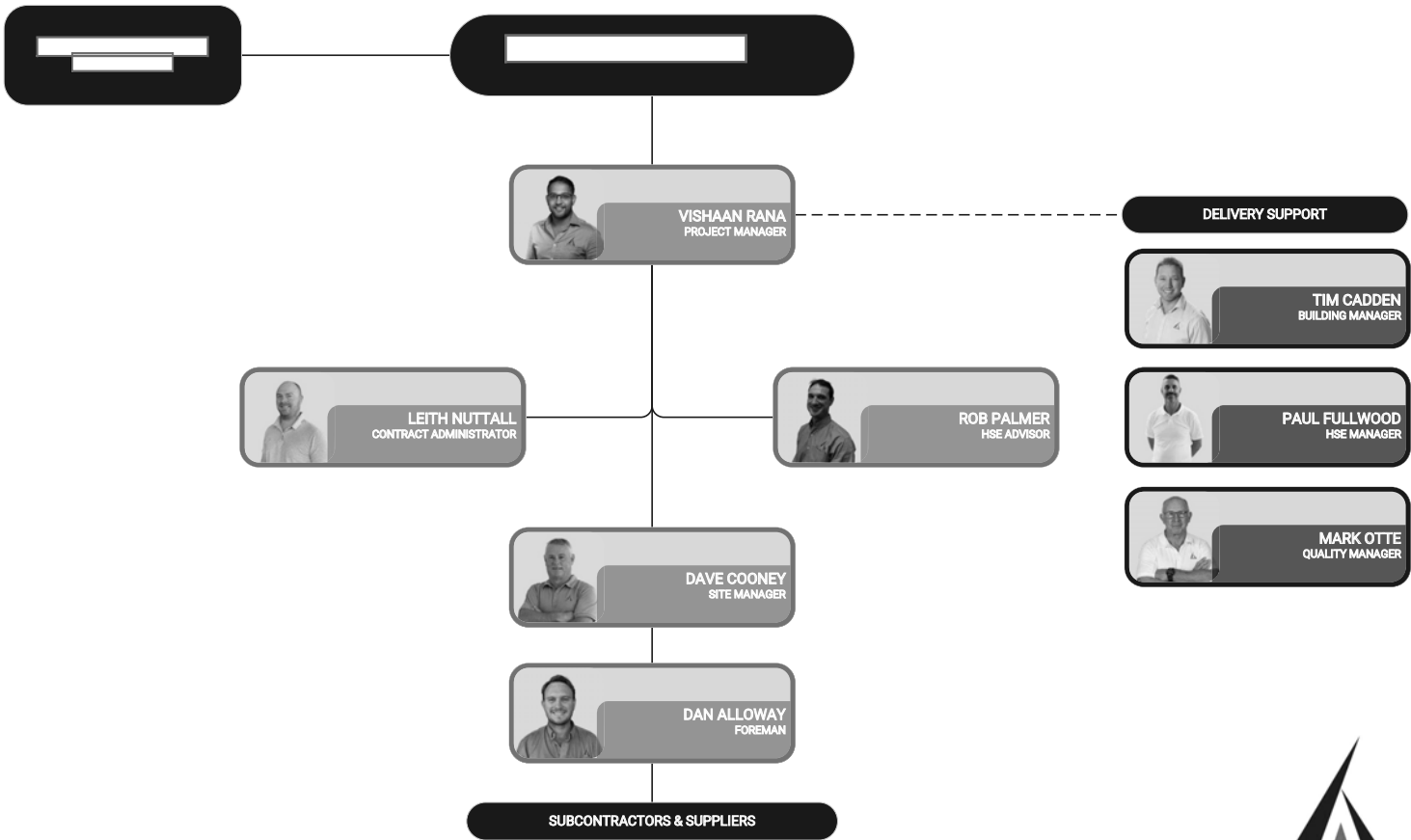
TRADE	COMPANY
CONSULTANTS	
Certifier	Porter Consulting
Architect	Ryall Smyth
Structural Engineer	Group 6
Mechanical Engineer	D&C Subcontractor
Electrical Engineer	D&C Subcontractor
Hydraulic Engineer	D&C Subcontractor
Wet Fire Engineer	D&C Subcontractor
Fire Engineer	Fire Check
Acoustic Consultant	ATP
Energy Efficiency	Partners
SUBCONTRACTORS	
Demolition	Tweed Coast Demolition and Excavations
Bulk Earthworks	Tweed Coast Demolition and Excavations
Detailed Excavation, Concrete Place	Beam Concrete
Scaffolding	Scafflink
Formwork	GPS Formwork
Masonry	Precise Masonry
Rendering	Matt Evans Render
Electrical	Precise Electrical
Mechanical	Air Control
Hydraulics	Cargo Plumbing
Fire Sprinklers	Auscoast Fire

Key Personnel

Aluminum Windows and doors	Patterson Glass
Balustrades & Handrails & Screening	PSF Steel Fabrication
Carpentry	Inspired Building
Roofing	Highline Roofing
Internal Linings & Insulation	Inspired Building
Joinery	My Project Joinery
Robe Mirrors & Shower Screens	Amalgamated Glass
Tiling & Water Proofing	Pamir Tiling Services
Floor Coverings	Carpet Contractors
Painting	Lachlan Scholes Painting
Landscaping	Top Gun
Letter Boxes – Clothes Lines	Sunni
Window Furnishings	JNC Blinds
SUPPLIERS	
Reinforcement	Lyndons
Concrete	Hanson
Timber Doors and Frames	Gold Coast Doorland
Roller Doors and Shutters	Mirage
Tiles	Beaumont
White Goods	Harvey Norman Commercial
Sanitary Fixtures	Harvey Norman Commercial



PROJECT TEAM ORGANISATIONAL CHART



Tim Cadden

Building Manager



QUALIFICATIONS

- » Bachelor of Civil Engineering
- » General Conditions of Contract GC21
- » NSW Builders License # 321246C
- » OHS Risk Management Certificate

WORK EXPERIENCE

20+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Kneebone and Berretta Consulting Engineers
- » Hansen Yuncken
- » Paynter Dixon
- » Condev Construction
- » McNab

PROFESSIONAL SKILLS

- » Design and Construct
- » Large Scale Construction
- » Design Management
- » Live Environment Projects
- » Budget and Programme Management
- » Quality Management
- » Stakeholder and Community Engagement
- » Value Management
- » Contract Administration
- » Subcontractor Management

Tim's key strengths revolve around his effective team management and client communication, together with a focus on managing relationships, safety and quality outcomes, effective planning and programming, budget management and meeting client expectations. These traits combine to be the key contributors to overall successful project delivery.

Tim's leadership ethos – of leading from the front – cultivates a supportive and productive team environment; leveraging collective expertise to deliver exceptional outcomes. For Tim, maintaining open and honest communication with the client is paramount each and every day on the project. This collaboration facilitates development of innovation and a better understanding, to ensure achievement of client objectives.

MANAGEMENT RESPONSIBILITIES

- » Managing a growing project delivery team and South East Queensland operations.
- » Client engagement and relationship development.
- » Overseeing all operational aspects of the commercial building business unit.
- » Development and sourcing project opportunities and work winning strategies.
- » Project and risk management support throughout delivery, handover and close-out.

PROJECT EXPERIENCE

Tim provides project support across the delivery of all commercial constructions projects delivered by Alder Constructions across South East Queensland.

Tim's experience across traditional build, design and construction and early contractor agreements, spans multiple industry sectors including:

- » Community and Social infrastructure
- » Defence
- » Education and Health
- » Residential, Office and Industrial
- » Retail, Tourism and Hospitality

Community & Social

ASHMORE TAPE PLUMBING TOWER (D&C)
\$4.9 Million | QLD Department of Energy & Public Works | Ashmore QLD

Health

ROBINA HOSPITAL TRANSIT LOUNGE EXPANSION (D&C)
\$8.3 Million | Queensland Health | Robina QLD

WOLLONGONG HOSPITAL (D&C)
\$72 Million | NSW Government | Wollongong NSW

Residential, Office & Industrial

M1 CONNECT - BUSINESS HUB
\$12.5 Million | Alder Developments | Helensvale QLD

THE YORK COMMERCIAL PRECINCT (D&C)
\$16.4 Million | Alder Developments and investLogan | Beenleigh QLD

WOOLWORTHS REGIONAL DISTRIBUTION CENTRE
\$83 Million | Woolworths | Minchinbury NSW

Education

COOMBABAH SHS – NEW LEARNING CENTRE
\$8.3 Million | Department of Education | Coombabah QLD

THE KOOL BEANZ ACADEMY CARRARA
\$11.1 Million | Coulson Operations | Carrara QLD

SOMERSET COLLEGE PERFORMING ARTS CENTRE
\$4 Million | Somerset College | Mudgeeraba QLD

THE SOUTHPORT SCHOOL ANNAND THEATRE
\$20 Million | The Southport School | Southport QLD

Defence

HMAS CRESWELL REDEVELOPMENT (D&C)
\$90 Million | Royal Australian Navy | Jervis Bay NSW

HOLSWORTHY 171 AVIATION SQUADRON RELOCATION
\$59 Million | Department of Defence | Holsworthy NSW

SIKORSKY HELICOPTER FACILITY
\$35 Million | Department of Defence | Nowra NSW

Vishaan Rana

Project Manager



QUALIFICATIONS

- » Bachelor of Science in Property Studies (Honours)
- » Masters in Construction Practice
- » Identification and Awareness of Asbestos Containing Materials Competency

WORK EXPERIENCE

10+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Contract Build
- » Zest Homes Pty Ltd

PROFESSIONAL SKILLS

- » Education Projects
- » Live Environment Projects
- » Commercial fitout and Refurbishments
- » New Build Construction
- » Budget and Programme Management
- » Quality Management
- » Stakeholder and Community Engagement
- » Value Management
- » Commercial Acumen
- » Subcontractor Management

With over 10 years industry experience, Vishaan is highly regarded in the industry for his experience managing complex and challenging commercial building projects including roles that have a heavy focus on stakeholder engagement, logistical management, safety requirements and quality management.

Whilst ensuring all project deliverables meet the client's vision and expectations, Vishaan ensures company procedures are regularly reviewed to meet stakeholder objectives and industry standards. His methodical and pragmatic approach is demonstrated in the successful delivery of numerous iconic builds and education projects across South East Queensland.

Vishaan uses a risk management approach and strong communication with the client to achieve project deliverables, ensuring the project team and subcontractors deliver reliable, consistent and quality service throughout each stage of the project.

PROJECT INVOLVEMENT

- » Manage, coordinate and lead all project activities.
- » Transparently communicate and manage multiple stakeholder engagement.
- » Point of contact for Client.
- » Manage all safety, environmental and quality deliverables on site and ensure processes are adhered too.
- » Manage and take overall responsibility for the programme of works and cost management.
- » Lead and manage all quality assurance and logistical strategies of the project.

PROJECT EXPERIENCE

COOMBABAH STATE HIGH SCHOOL – NEW LEARNING CENTRE

\$8.3 Million | Department of Education | Coombabah QLD

The construction of the new state-of-the-art multi-storey General Learning Centre will cater for the local areas increased growth in population. With tight site constraints, logistics and safety management are critical to minimise disruption to school operations and ensure safety of all school users. The project features 7 new GLA rooms and provision for future areas, amenities, kitchenette, breakout spaces, kinesiology lab, hospital ward room and undercroft carparking bays, in addition to the construction of a hospitality kitchen and demolition of two existing buildings upon completion of the new build.

COOLER CLEANER SCHOOLS- PACKAGE 2

\$3.1 Million | Department of Education, Training and Employment | South East QLD

The Alder Constructions team was contracted to undertake the HVAC upgrade for the Queensland Government's Cooler Cleaner Schools Program for 4 schools within the Moreton Bay, Redland and Greater Brisbane Area. All works were completed in live operational environments requiring stringent adherence to health and safety protocols, and compliance around existing asbestos containing materials. Works included the supply, installation and upgrade of air-conditioning units and associated electrical services for:

- Alexandra Hills SS: 32 units across 8 buildings
- Bribie Island SS: 9 units across 5 buildings
- Deception Bay SHS: 76 units across 9 buildings
- Wynnum SS: 42 units across 8 buildings

MANSFIELD STATE HIGH SCHOOL COOLER CLEANER SCHOOL PROGRAM

\$1.2 Million | QLD Department of Education, Training and Employment | Mansfield QLD

Alder Constructions was successfully contracted to complete the HVAC upgrade at the prominent South Brisbane secondary school - Mansfield State High School as part of the Queensland Government's Cooler Cleaner Schools Program. The project featured the supply and installation of 58 air conditioning systems in 32 classrooms, across 7 buildings on the campus.

Vishaan Rana

Project Manager

PROJECT EXPERIENCE

COOLER CLEANER SCHOOLS- PACKAGE 13

\$2.3 Million | Department of Education, Training and Employment | South East QLD

Alder Constructions was awarded the Package 13 contract to undertake the HVAC upgrade for the Queensland Government's Cooler Cleaner Schools Program for 2 schools within the Northern Brisbane area. All works were completed in live operational environments requiring stringent adherence to health and safety protocols, compliance around existing asbestos containing materials, and strict management working around the schools heritage buildings. Works included the supply, installation and upgrade of air-conditioning units and associated electrical services for:

- Mango Hill State High School: 57 units across 10 buildings; and
- Wavell State High School: 92 units across 9 buildings.

COOLER CLEANER SCHOOLS- PACKAGE 4

\$3 Million | Department of Education, Training and Employment | South East QLD

Alder Constructions was awarded the Package 4 contract to undertake the HVAC upgrade for the Queensland Government's Cooler Cleaner Schools Program for 3 schools within the Gold Coast and Brisbane Area. All works were completed in live operational environments requiring stringent adherence to health and safety protocols, and compliance around existing asbestos containing materials. Works included the supply, installation and upgrade of air-conditioning units and associated electrical services for:

- Wellington Point SHS: 49 units across 9 buildings
- Elanora SHS: 46 units across 11 buildings
- Park Lake SS: 65 units across 8 buildings

COOMERA ANGLICAN COLLEGE PRIMARY LEARNING RESOURCES CENTRE

\$4.2 Million | Coomera Anglican College | Coomera QLD | 2018 Master Builders Award Winner

Known as the 'Pod', this future-focused centre featuring innovative and immersive design saw an integrated and collaborative partnership between Alder Constructions, Architect, Burling Brown and Coomera Anglican College, delivering a complete sensory learning space. Works were conducted with the school remaining operational, the Alder Constructions team were to deliver the construction of a multi level centre, with 360 degree amphitheater for virtual and augmented reality learning, circular switchable glass pod as the internal feature space on the second floor, multiple learning booths, common spaces, acoustic ceilings and facilities, whilst working collaboratively with the school as to not disturb their day to day operations. Alder Constructions was able to deliver this project under a tight time frame before the start of the school year.

COOMERA ANGLICAN COLLEGE - JUNIOR ADMIN, STAFF ROOM AND AMENITIES

\$1 Million | Coomera Anglican College | Coomera QLD

During the construction of the 'Pod', Alder Constructions relationship with Catholic Anglican College saw the negotiation of additional refurbishment works to the Junior Administration building, staff room and amenities. Completed under live school operation environment, these works were completed alongside the new build works to be delivered at the beginning of the school term.

ASHMORE CITY SHOPPING CENTRE

\$2.4 Million | ACSC Investments Pty Ltd | Ashmore City QLD | 2020 Master Builders Award Winner

Alder Constructions was awarded the contract to complete the refurbishment of the Ashmore City Shopping Centre. The upgrade featured new facade, new amenities, parents room and internal fitout. Working 24 / 7 in a live operational environment, high risk works and construction activities such as demolition, and installation of entrance structural steel were completed out of trading hours. This ensured we maintained a safe working for patrons and tenants while minimising impacts to operations during the day.

MOVIEWORLD HYPERCOASTER

\$4 Million | Village Roadshow Theme Parks | Helensvale QLD

Alder Constructions was awarded the contract to complete the construction of the foundations for the first hypercoaster in the Southern Hemisphere. With the theme park remaining operational during construction, the Alder Constructions team worked collaboratively and diligently to complete; extensive survey, piling, raft slabs, pile caps, formwork and concrete pours for over 400 footings with many columns over 500mm in diameter.



Leith Nuttall

Senior Contract Administrator



QUALIFICATIONS

- » Bachelor of Applied Science (Quantity Surveying)

WORK EXPERIENCE

20+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Condev Construction
- » Australasian Builders
- » Ware Building
- » Nuttall Commercial Services
- » LN Consulting Services
- » Raptis Group Surfers Paradise
- » Napier & Blakeley

PROFESSIONAL SKILLS

- » Commercial and Contract management
- » Head Contract and Subcontract management
- » Cost Control and Project Financial Reporting
- » Cost Planning & Estimating
- » Tendering & Procurement
- » Contract Negotiation
- » Project Management
- » PQS – Full Range of Services
- » Program management

Leith is a highly experienced Contract Administrator with over 20 years' experience delivering an extensive range of projects from high rise mixed use developments, large scale civil, oil and gas infrastructure projects, through to small scale commercial and residential projects.

Leith has vast experience in complete project lifecycles from feasibility stage through to final close out. This knowledge affords Leith the ability to quickly adapt to specific contract models to assess potential commercial risks and provide a value add service.

Leith delivers strong budget analysis, forecast reporting and risk analysis, implementing stringent cost control systems and management. This ensures quality and consistency across various head contract types while maintaining transparent communication with clients, subcontractors and the wider team.

PROJECT INVOLVEMENT

- » Overall responsibility for subcontract procurement, administration and management.
- » Coordination of monthly reporting deliverables for client and stakeholders.
- » Preparation of all subcontractor and supplier tender and contract documents in line with procurement program.
- » Establish and implement all cost management and cost control systems including site registers for all creditor style trades.

PROJECT EXPERIENCE

BRACKEN RIDGE SHS - NEW LEARNING CENTRE \$10.7 Million | Department of Education | Bracken Ridge QLD

To meet the increased operational requirements of Bracken Ridge SHS, Alder Constructions was engaged to deliver a new learning centre, refurbishment works, new sports facilities, new carpark, green space and associated civil works. Completed over 5 separable portions, works include Block B refurbishment to provide a new science lab, construction of new sport courts, construction of a new 2-storey learning centre catering for 1 dance/drama room, 2 music rooms, 1 multi-media room, staff workrooms, offices, storage rooms, student and staff amenities, undercroft for 8 future GLAs, lift, covered links, Block D refurbishment and construction of a new carpark and associated civil and landscaping works.

COOMBABAH STATE HIGH SCHOOL – NEW LEARNING CENTRE \$8.3 Million | Department of Education | Coombabah QLD

The construction of the new state-of-the-art multi-storey General Learning Centre will cater for the local areas increased growth in population. With tight site constraints, logistics and safety management are critical to minimise disruption to school operations and ensure safety of all school users. The project features 7 new GLA rooms and provision for future areas, amenities, kitchenette, breakout spaces, kinesiology lab, hospital ward room and undercroft carparking bays, in addition to the construction of a hospitality kitchen and demolition of two existing buildings upon completion of the new build.

PALM BEACH CURRUMBIN SHS AMENITIES REFURBISHMENT (D&C) \$0.7 Million | Department of Education | Palm Beach QLD

Design and Construction of amenities refurbishment to meet operational requirements for the Palm Beach Currumbin State School. The specific scope of works includes demolition works to the existing toilets, and installation of newly created Female, Male and PWD toilets. With works completed in a live environment on the ground floor of the 2-storey building, strict safety and pedestrian management were implemented to ensure the safety of staff and students and minimise disruption to school operations.

Leith Nuttall

Senior Contract Administrator

PROJECT EXPERIENCE

COLAS YATALA OFFICE BUILDING (D&C) \$1.8 Million | Colas Queensland | Yatala QLD

To facilitate the operational requirements and continuing growth of Colas Queensland in the Gold Coast area, Alder Constructions were engaged to complete the design and construction of their new Office Building. Works included all required design and approvals, pavement and concrete works including building foundations, construction of 2-storey building featuring 9 office spaces, board and meeting rooms, kitchen facilities, reception, storage room and amenities, all new services including drainage, electricity, water and gas. Additional works included extension to the existing workshop awning adjacent to new building and new covered walkway between the existing workshop and the new Office Building.

THE SOUTHPORT SCHOOL ANNAND THEATRE \$20 Million | The Southport School | Southport QLD

Spanning 4,000 square metres, across three levels, the Annand Theatre project includes a 1200 seat auditorium, basement music department including music and drama learning spaces, rehearsal space, second floor function rooms, gallery and auditorium.

ST ANDREWS CENTRE FOR CREATIVE INDUSTRIES \$8 Million | St Andrews Lutheran College | Tallebudgera QLD

Construction of a 2 storey state-of-the-art creative arts Learning facility for Prep to Year 12. The facility will be the home of Visual Art, Wearable Art and Technology, Design, Digital Solutions, Robotics, Artificial Intelligence, Augmented Reality, Drones and Film, Television and New Media. The Centre for Creative Industries will facilitate extensive cross-curricular links to all learning pursuits.

GUARDIAN CHILDCARE & EDUCATION CENTRE \$2.5 Million | Guardian | Clayfield QLD

Demolition, refurbishment and reconstruction of existing childcare facility to create a comfortable and stimulating environment for the children to learn through experience. The centre encompasses indoor play areas, simulated Indoor/active play areas, outdoor play space, staff support spaces, cot rooms, quiet areas, back of house staff and office areas, wet areas and water play.

CHINCHILLA SHOPPING CENTRE \$8 Million | Chinchilla Qld

Construction of the Woolworths main tenancy within Chinchilla Shopping Centre and new specialty shops including internal fitout and open carpark.

GOLD COAST COMMONWEALTH ATHLETES VILLAGE (PARKLANDS PROJECT) \$375 Million | Queensland Government | Southport Qld

The project features 1,252 permanent dwellings, comprising 1,170 one and two bedroom apartments and 82 three bedroom townhouses over 18 buildings and a village heart that connects the master planned development.



Dave Cooney

Site Manager



QUALIFICATIONS

- » Qualified Carpenter
- » QBCC Builder's licence - Medium Rise: 25555
- » QBCC Site Supervisor licence: 25555
- » Tickets: Dogman, Scaffolder, Forklift, EWP, Telehandler
- » Working at Heights
- » First aid & CPR

WORK EXPERIENCE

37+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Groupline
- » Kyronn Construction
- » Howard Thompson Constructions
- » DJC Constructions
- » Base Group Developments Surfers Paradise
- » Advance Building Company Surfers Paradise

PROFESSIONAL SKILLS

- » Commercial Construction
- » Design and Construction Delivery
- » Quality Assurance and Finishings
- » Stakeholder Engagement and Management
- » Collaboratively problem analysis, assess and resolve any issues
- » Subcontractors & Suppliers Management and Coordination
- » WHS Management and Coordination

Dave leads Alder Constructions' on site team through project delivery and support, and site management. Through his previous project delivery, Dave provides pragmatic solutions to project delivery including but not limited to programme and procurement management, quality management, value management, safety management and risk mitigation.

Dave provides a hands-on solution to the project ensuring programme momentum and quality is maintained. Dave is instrumental to the success of our project given his extensive experience in the industry and commitment to safety and quality outcomes.

PROJECT INVOLVEMENT

- » Overall responsibility for the daily site management
- » Ensuring safety, quality and programme objectives are achieved.
- » Lead and manage all subcontractors to deliver the quality and time objectives.
- » Manage the day-to-day activities and sequencing to ensure ongoing operations are not affected.
- » Manage the project completion on site including commissioning, inspections, authority clearances, witness hold points, defect management and handover activities.

PROJECT EXPERIENCE

MINJERRIBAH PANORAMA COASTAL WALK - STAGE 2 (D&C) \$4.9 Million | Redland City Council | North Stradbroke Island QLD

This project forms part of the Panorama Coastal Walk, which is a regionally significant walking trail link connecting vantage points between Snapper Street lookouts over Frenchman's Beach in North Stradbroke Island. With Stage 1 completed by Alder Constructions in late 2021, Stage 2 will link Snapper Street with the Gorge Walk Trailhead and specifically involves the construction and installation of boardwalk and viewing platforms, design and construction of Frenchman stairs upgrade, hard and soft landscape features and associated works at Mooloomba Road, Point Lookout.

M1 CONNECT BUSINESS HUB (D&C) \$12.5 Million | Alder Developments | Helensvale QLD

Design and construction of a new multi-million dollar A-grade office complex with café facilities and basement parking, boasting 5600 m² of commercial office space over 3 levels. This project is architecturally designed with high quality finishes, featuring an entry foyer with high level timber batten ceilings and halo lighting, feature entry stairs as well as glazed curtain walls to foyer and internal tenancy frontages, and a prominent facade offering prime exposure to the M1 Motorway. External civil works and associated infrastructure will also be completed including driveway, footpaths and hard and soft landscaping designed for streetscape beautification.

THE YORK COMMERCIAL PRECINCT (D&C) \$16.4 Million | Invest Logan & Alder Developments | Beenleigh QLD

The development is inspired by the vision to revitalise Beenleigh as a compact and vibrant hub for the surrounding community. The York redevelopment is a new mixed-use development comprising a 2 levels of basement carpark, 4,000m², seven storey commercial building project, with 156m² of ground floor retail space and revitalisation of John Lane. The York will combine premium work space with study or home office space (SOHO) opportunities and pedestrian access to John Lane. Tight site constraints, adjacent businesses and trafficable areas, required detailed logistics, planning and community engagement to ensure minimal disruption to locals.

Dave Cooney

Site Manager

PROJECT EXPERIENCE

ALDER PLACE (D&C)

\$4.1 Million | Alder L29 Pty Ltd | Helensvale QLD

Design and Construct of a Masters Builders multi-award winning corporate head office for Alder Group. This multi-level commercial development encompasses three levels of office tenancy space with prominent M1 frontage. Works included, undercroft carpark, internal corporate office fitout, well appointed amenities to all levels, high end finishes, and landscaping to all levels and exterior.

HOTEL BALCONY REFURBISHMENT

\$1.5 Million | Echo Entertainment Group | Broadbeach QLD

The Level 18-21 Balcony Refurbishment works at Jupiters Casino (now known as The Star) were undertaken to create a contemporary outlook and to precede major unit upgrades throughout the hotel. The extent of works was limited to penthouse balconies and planters, having a direct bearing on adjacent units as each large open air balcony would act as the roof of the unit below. Detailed planning and coordination was required to stage the works and deliver the refurbishments without disruption to the hotel patrons.

COOMERA STATE SCHOOL

\$ 2.3 Million | Thiess & Queensland Department of Education & Training | Coomera, QLD

As part of the Queensland Government 'Building the Education Revolution' (BER) program, Alder Constructions was successfully awarded the contract to deliver a new resource centre and multi-purpose hall at Coomera State School. The Alder team worked collaboratively with Thiess, the architect and the school to value engineer and provide cost savings enabling an extension to the multi-purpose hall as well as additional acoustic elements.

RICK'S CAFE REFURBISHMENT

\$ 1 Million | Village Roadshow Theme Parks | Oxenford QLD

Alder Constructions undertook the total demolition and refurbishment of the iconic Rick's Café at Movie World Theme Park (Stage 1). Upon completion of Stage 1, Alder were then responsible to demolish and refurbish the adjacent Production Kitchen (Stage 2). Rick's Café, being the main food hall within Movie World, comprises of an entry foyer, servery and buffet area, adjoining dining room, amenities and back of house area where the food is prepared and stored.

MAYA APARTMENTS 1 COYNE ST KIRRA

P3 Projects | Kirra QLD

9 stories, 15 units, with a 2- level underground basement.

MIDDLE STREET CLEVELAND APARTMENTS

\$33 Million | P3 Projects | Cleveland QLD

8 stories, 59 units, with a 2-Level underground basement at Middle Street Cleveland.

ALLEGRA 16 STORY HIGH-RISE

\$35 Million | Andrews Projects | Southport QLD

16 story high-rise with 4 levels of basements. This scope of works involved concrete, tilt panel and formed wall construction, secant wall shoring system, with a full internal fire rated wall system between units to all levels.

2 X 8 STORY BUILDINGS WAVERLEY ST AND ANDREW ST

\$22 Million | Andrews Projects | Southport QLD

Block and concrete reconstruction for two 8 storey buildings at Waverley street and Andrew Streets.



Dan Alloway

Site Foreman



QUALIFICATIONS

- » QBCC Licence Open: 5290521
- » Qualified Carpenter
- » HR Licence
- » Excavator Licence
- » IT Loader Licence

WORK EXPERIENCE

19+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » DPA Constructions
- » Kyronn Pty Ltd
- » D&S Drainage
- » Tarrant Building Services
- » McMahons

PROFESSIONAL SKILLS

- » Staging Works
- » Refurbishment Projects
- » Subcontractor and Supplier Coordination and Management
- » Onsite Programme Coordination
- » Onsite HSEQ Management
- » Quality Management
- » Stakeholder Engagement

Dan is a highly experienced Site Foreman with over 15 years' experience. Dan has a well-balanced knowledge of the construction industry, having gained comprehensive experience working on complex and large-scale commercial construction projects, delivering high quality finishes. Dan ensures consistency and surety to the overall execution of works having completed staged works across live environments while maintaining quality and safe work environments for all site personnel.

Dan demonstrates professional management in coordinating multiple stakeholders across numerous work faces, and is able to lead the team ensuring strong communication channels are maintained between the project team, client and stakeholders. Dan is responsible for final sign off of all finishes, strengthening the quality delivery of the project, and guaranteeing defect free delivery.

PROJECT INVOLVEMENT

- » Supervision and day to day management of all subcontractors.
- » Quality management of all works, subcontractors and trades.
- » Develop and manage detailed lookahead programs in conjunction with Site Manager.
- » Ensure implementation of safety controls and compliance with approved plans and SWMS.
- » Manage project close-out phase including commissioning, inspections, authority clearances, witness hold points, defect management and handover activities.

PROJECT EXPERIENCE

COLAS YATALA OFFICE BUILDING (D&C)

\$1.8 Million | Colas Queensland | Yatala QLD

To facilitate the operational requirements and continuing growth of Colas Queensland in the Gold Coast area, Alder Constructions were engaged to complete the design and construction of their new Office Building. Works included all required design and approvals, pavement and concrete works including building foundations, construction of 2-storey building featuring 9 office spaces, board and meeting rooms, kitchen facilities, reception, storage room and amenities, all new services including drainage, electricity, water and gas. Additional works included extension to the existing workshop awning adjacent to new building and new covered walkway between the existing workshop and the new Office Building.

CANUNGRA DFSI FIELD TRAINING FACILITY (D&C)

\$5.8 Million | Department of Defence and Aurecon | Canungra QLD

Design and construction of a new DFSI Field Training Facility at Kokoda Barracks, Canungra including the construction of modular and proprietary prefabricated buildings for use as office and immersive training rooms with amenities. To support the functions of the new facility, siteworks, fencing, structures, vehicular and pedestrian access, hardstand and infrastructure were integrated to complete this development. Strict security protocols and safety measures were undertaken with works completed in live operational ADF environment.

CANUNGRA RANGE CONTROL WORKS (D&C)

\$0.7 Million | Department of Defence | Canungra QLD

Alder Constructions have been engaged to undertake the Design and Construction of a new Range Control Conference Room facility at Kokoda Barracks. This included the installation of a new prefabricated building to the West of the existing Range Control Building on Wau Road including, electrical, civil, ICT and mechanical services.

Dan Alloway

Site Foreman

PROJECT EXPERIENCE

ARCADIA COLLEGE

\$11.5 Million | Ohana Education | Robina QLD

Alder Constructions delivered the Gold Coast's newest Special Assistance School, Arcadia College at Robina. Arcadia is a one-of-a-kind future focused education facility designed to encourage student creativity, collaboration, nutrition and overall wellbeing. The new 3,000sqm campus consists of a three level multi-purpose educational building, featuring progressive learning and recreation facilities, and a youth hub. The facility will house the grade 7 to 12 classrooms, along with a student wellbeing centre which includes a nurse, psychologist and career counsellor. The new consolidated facility also includes a number of specialty rooms including hospitality, an IT hub, an HPE rock climbing wall, multipurpose basketball court and exterior playground equipment.

ALDER PLACE

\$4.1 Million | Alder L29 Pty Ltd | Helensvale QLD

Design and Construct of a Master Builders' State and National award winning corporate head office for Alder Constructions. This multi-level commercial development encompasses three levels of office tenancy space with prominent M1 frontage. Works included, undercroft carpark, internal corporate office fitout, well appointed amenities to all levels, high end finishes, and landscaping to all levels and exterior.

RACV ROYAL PINES RESORT REFURBISHMENT

\$0.72 Million | RACV Royal Pines Resort | Carrara QLD

Alder Constructions were contracted by RACV Royal Pines Resort to complete a refurbishment of various bathrooms within the hotel suites and also the family room, as part of the on-going resort upgrade. These facilities are used by golf and tennis professionals during the tournaments held at the resort, so the works had to be of a world class standard. During the refurbishment works, guest rooms and corridors were still operable therefore noise reduction and visual impact were imperative.

AURA APARTMENTS STAGE 2

\$18.3 Million | Varsity Developments Pty Ltd | Varsity Lakes QLD

The development includes two resort style pools, gym, sauna, spa, roof top terraces and landscaped gardens. High quality finishes and generous balconies have been incorporated into the design and are a point of difference from other developments in the area, this provided an improved environment to the patient. Access restrictions and site shutdowns due to patient needs, working in a live environment and other challenges were managed by the team.

ZUPP PLACE LOBBY REFURBISHMENT

\$1.13 Million | Zupps Property Group | Southport QLD

The project comprised of a complete refurbishment of the ground floor lobby, front entry, amenities, rear entry and Level 7 base building upgrade. The end result is an impressive display of architectural design to a high quality standard which has put the building in the premier commercial grade of Southport, adding significant value to the owners and occupiers. The works were completed within five months of taking possession with a multitude of additional works completed during this time-frame.

SEACHANGE COUNTRY CLUB

\$18.3 Million | Varsity Developments Pty Ltd | Varsity Lakes QLD

The project included the construction of a luxury over 50's resort style complex. The build included 1800m² of amenable space, full tilt panel and structural steel frame, external cladding and stone feature walls. The decorative finishes such as marble and wall tiling, stone cladding and timber features are incorporated in the dining facilities and craft rooms.

THE STAR CASINO LEVEL 2 RESORT AND SPA REFURBISHMENT

\$4 Million | The Star Entertainment Group | Broadbeach QLD

The construction of all new amenities facilities, new function and meeting rooms, day spa treatment facilities to a very high standard, were completed with the Casino remaining operational, with the team working in a live environment. The scope of works included installation of new electrical, hydraulics, fire protection and audio visual services and systems.



Paul Fullwood

HSE & HR Manager



QUALIFICATIONS

- » Diploma of Workplace Health and Safety
- » Certificate IV Workplace Health and Safety
- » Bachelor of Business Communication

WORK EXPERIENCE

20+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Condev Construction

PROFESSIONAL SKILLS

- » HR Management
- » Commercial Acumen
- » Industrial Relations
- » Health and Safety Management
- » Contract Negotiations
- » Defence Works

Paul joined the Alder Constructions team as an experienced HSE Manager, bringing a wealth of knowledge to drive and manage our company Integrated Management System - quality, environmental and safety management. With a true passion for safe work practices and reducing environmental impact, he drives internal and external project auditing, training, incident management and compliance.

He is known across the industry for his passion in developing safe methodologies and training. Paul has long been recognised for his endorsement of safety systems and compliance and ensuring these are communicated through all activities our team and delivery partners carry out.

MANAGEMENT RESPONSIBILITIES

- » Overseeing internal project auditing, training, investigation and management of incidents, adherence to legislative and compliance requirements, external audit coordination and implementation of Alder Constructions' Integrated Management System.
- » Manage and support project based HSE Advisors in all safety and environmental aspects.
- » Working closely with senior management and senior project team members on a holistic approach and implementation of a quality safety focused systems and practices.
- » Training champion ensuring the continued upskilling of our internal personnel as well as subcontractor network.
- » Lead and manage human resource matters, recruitment and initiatives.

PROJECT EXPERIENCE

Paul provides support across the delivery of both commercial building, civil and infrastructure projects delivered by Alder Constructions.

Civil & Infrastructure

LISMORE EMPLOYMENT LANDS PROJECT
\$8.1 Million | Lismore City Council | Lismore NSW

LIGHTHOUSE ROAD STORMWATER UPGRADE
\$1.1 Million | Byron Shire Council | Byron Bay NSW

COLAS ASPHALT BATCHING PLANT (D&C)
\$7.6 Million | Colas Australia | Yatala QLD

SNAPPER STREET PEDESTRIAN LINK STAGE 1
\$2.2 Million | Redland City Council | North Stradbroke Island QLD

EPHRAIM ISLAND BRIDGE REFURBISHMENT
\$2.5 Million | Burchills Engineering & Ephraim Island Body Corporate | Paradise Point QLD

GOLD COAST SAND BYPASS JETTY UPGRADE
\$2.6 Million | Gold Coast Waterways Authority | Main Beach QLD

BEAUDESERT WATER TREATMENT PLANT (D&C)
\$6 Million | Seqwater | Beaudesert QLD

FREEDOM CABA RESIDENTIAL SUBDIVISION
\$1.2 Million | Sherpa Property Group | Boganger NSW

SOUTHPORT DEPOT HARDSTARD UPGRADE
\$1 Million | Department of Defence | Southport QLD

Building

COOMBABAH SHS- NEW LEARNING CENTRE
\$8.3 Million | Department of Education | Coombabah QLD

GRAFTON COMMUNITY HEALTH FACILITIES
\$1.2 Million | Northern NSW Local Health District | Grafton NSW

CANUNGRA DFSI FIELD TRAINING FACILITY
\$5.8 Million | Department of Defence & Aurecon | Canungra QLD

COOLER CLEANER SCHOOLS- PACKAGE 2, 4 & 13
\$9 Million | Department of Education | Southeast QLD

ASHMORE TAFE PLUMBING TOWER (D&C)
\$4.9 Million | QLD Department of Energy & Public Works | Ashmore QLD

THE YORK COMMERCIAL PRECINCT (D&C)
\$16.4 Million | Alder Developments & Invest | Logan | Beenleigh QLD

ENERGEX GREENSLOPES COMMERCIAL REDEVELOPMENT
\$24.4 Million | Energy Queensland | Greenslopes QLD

GOLD COAST HOCKEY CENTRE
\$13.7 Million | QLD Department of State Development | Labrador QLD

Robert Palmer

HSE Advisor



QUALIFICATIONS

- » Diploma of Occupational Health and Safety
- » Certificate IV Building and Construction
- » Certificate I in Construction
- » SWNELP (Electrical Spotter) Authorised Person
- » Various HRW Licenses
- » Advanced CPR & First Aid
- » Traffic Controller Level 1 and 2
- » Certificate of Instruction - Introductory Fire Safety Course
- » Tickets: Roller, Articulated Haul Truck, Telehandler
- » Rehabilitation & Return To Work Coordinator

WORK EXPERIENCE

8+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Condev Construction
- » Pointcorp Commercial
- » Bloomer Constructions

PROFESSIONAL SKILLS

- » Undertake WHS&E analysis and reviews
- » Subcontractor and Supplier Coordination and Management
- » Quality Management
- » Safety Management
- » Stakeholder Engagement
- » Live environments
- » Manage and Review all project requirements in accordance with project deliverables

Robert is Alder Constructions' dedicated Health, Safety and Environmental (HSE) Advisor. With his industry experience, Robert brings a wealth of knowledge to the Alder Constructions team and has a drive to deliver safer work practices in live and staged environments, meeting all safety, quality and environmental objectives and project requirements.

Robert's enthusiasm and passion for safe and quality work practices, ensures he oversees all internal project investigations, management of incidents and adherence to legislative and compliance requirements. Robert has long been recognised for his endorsement of safety systems and compliance and ensuring these are communicated through to all Alder Constructions' personnel and subcontractors.

PROJECT INVOLVEMENT

- » Oversee health, safety and environmental compliance in line with project objectives and targets, Alder Constructions and industry standards.
- » Coordinate and manage incident reporting, investigation and close out in conjunction with project team and senior management.
- » Conduct audits, inspections and report on project health, safety and environmental matters.
- » Facilitate and manage health and safety issues and dispute resolution.
- » Implement and monitor project WHS Management Plan ensuring all personnel are compliant with all required controls.
- » Ensure all Subcontractors comply with their SWMS and project WHS Management Plan.

PROJECT EXPERIENCE

Robert provides support across the delivery of both commercial building, civil and infrastructure projects delivered by Alder Constructions.

Civil & Infrastructure

ADMINISTRATION BUILDING & CAR PARK UPGRADE
\$0.8 Million | Multicap | Eight Mile Plains QLD

MINNIPPI QUARTER TOWNHOUSES
\$48 Million | | Carina QLD

MINNIPPI QUARTER SALES CENTRE
\$0.65 Million | | Carina QLD

YORK SITE
\$385 Million | | Port of Brisbane QLD

Building

BRACKEN RIDGE SHS - NEW LEARNING CENTRE
\$10.7 Million | Department of Education | Bracken Ridge QLD

QUEEN STREET HEAD OFFICE FITOUT
\$0.8 Million | Coulson Operations | Southport QLD

COOLER CLEANER SCHOOLS - PACKAGE 2
\$2.9 Million | Department of Education | South East QLD

COOLER CLEANER SCHOOLS - PACKAGE 4
\$2.6 Million | Department of Education | South East QLD

COOLER CLEANER SCHOOLS - PACKAGE 13
\$2.1 Million | Department of Education | South East QLD

MINNIPPI QUARTER TOWNHOUSES
\$48 Million | | Carina QLD

MINNIPPI QUARTER SALES CENTRE
\$0.65 Million | | Carina QLD

AMIRA APARTMENTS
\$26 Million | | East Brisbane QLD

MAGNUS APARTMENTS
\$22 Million | | Kangaroo Point QLD

Mark Otte

Quality Manager



QUALIFICATIONS

- » Carpentry and Joinery Certificate
- » Building Foreman and Clerk of Works
- » Registered Builder
- » BSA Open Builders Licence no.31552
- » BISCOA Advanced Course in Contract Administration
- » Building Consultant Expert Witness

WORK EXPERIENCE

48+ YEARS INDUSTRY EXPERIENCE

- » Alder Constructions
- » Condev Constructions
- » Dixon Homes Pty Ltd
- » Ottken Developments Pty Ltd
- » MID Australia Pty Ltd
- » Apple Fabrications

PROFESSIONAL SKILLS

- » Undertake quality analysis and reviews
- » Thorough and detailed understanding of code and regulations and compliance
- » Subcontractor quality management and solution driven outcomes
- » Quality management
- » Stakeholder Engagement
- » Live Environment Projects

Mark joined the Alder Constructions team as a highly experienced Quality Manager, bringing a wealth of knowledge to drive and manage Alder Constructions commitment to Quality.

Mark is known across the industry for his dedication to developing quality controls and educating others in quality processes.

He brings a wealth of knowledge and proactively ensures that we implement strong processes, above the industry standard, on each and every project we deliver.

Mark works collaboratively with our dedicated HSE Manager and Advisors to ensure comprehensive management of our quality, safety and environmental requirements on all projects.

MANAGEMENT RESPONSIBILITIES

- » Oversee quality management meeting client, government and Australian standards, across all projects company wide.
- » Manage, coordinate and implement company quality standards, manuals, processes and systems.
- » Educate, support and mentor project delivery teams on successful quality management and delivery quality, defect free outcomes.

PROJECT EXPERIENCE

Mark provides support and education across the delivery of both commercial building, civil and infrastructure projects delivered by Alder Constructions.

Civil & Infrastructure

LISMORE EMPLOYMENT LANDS PROJECT
\$7.4 Million | Lismore City Council | Lismore NSW

MERMAID SANCTUARY RESIDENTIAL SUBDIVISION
\$1.7 Million | SKF Developing Pty Ltd & SDS Projects | Mermaid Waters QLD

RETAINING WALLS - BURLEIGH HDS & COOLANGATTA
\$1.1 Million | City of Gold Coast | Burleigh, Coolangatta QLD

COLAS ASPHALT BATCHING PLANT (D&C)
\$7.6 Million | Colas Australia | Yatala QLD

SNAPPER STREET PEDESTRIAN LINK STAGE 1
\$2.2 Million | Redland City Council | North Stradbroke Island QLD

EPHRAIM ISLAND BRIDGE REFURBISHMENT
\$2.5 Million | Burchills Engineering & Ephraim Island Body Corporate | Paradise Point QLD

GOLD COAST SAND BYPASS JETTY UPGRADE
\$2.6 Million | Gold Coast Waterways Authority | Main Beach QLD

BEAUDESERT WATER TREATMENT PLANT (D&C)
\$6 Million | Seqwater | Beaudesert QLD

FREEDOM CABA RESIDENTIAL SUBDIVISION
\$1.2 Million | Sherpa Property Group | Boganger NSW

Building

COOMBABAH SHS - NEW LEARNING CENTRE
\$8.3 Million | Department of Education | Coombabah QLD

GRAFTON COMMUNITY HEALTH FACILITIES
\$1.2 Million | Northern NSW Local Health District | Grafton NSW

LISMORE HOSPITAL GENERATOR REPLACEMENT
\$1.9 Million | Northern NSW Local Health District | Lismore NSW

CANUNGRA RANGE CONTROL WORKS (D&C)
\$0.7 Million | Department of Defence | Canungra QLD

ASHMORE TAFE PLUMBING TOWER (D&C)
\$4.9 Million | QLD Department of Energy & Public Works | Ashmore QLD

THE YORK COMMERCIAL PRECINCT (D&C)
\$16.4 Million | Alder Developments and investLogan | Beenleigh QLD

ENERGEX GREENSLOPES COMMERCIAL REDEVELOPMENT
\$24.4 Million | Energy Queensland | Greenslopes QLD

ENERGEX STAFFORD DEPOT
\$12.9 Million | Energy Queensland | Stafford QLD

ASHMORE CITY SHOPPING CENTRE UPGRADE
\$2.4 Million | ACSC Investments Pty Ltd | Ashmore City QLD

ATTACHMENTS

Appendix 9

Financial Assessment



ALDER CONSTRUCTIONS
PTY LTD

ABN 31 106 657 470

Financial Report

For the year
ended 30 June
2023

2022

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STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

FOR THE YEAR ENDED 30 JUNE 2023



	NOTE	2023 \$
Revenue	2	74,472,849
Cost of sales		(71,044,727)
GROSS PROFIT		3,428,122
Other income	2	74,114
Depreciation and amortisation expense	3	(294,328)
Other expenses		(1,250)
PROFIT / (LOSS) BEFORE INCOME TAX EXPENSE		3,206,658
Income tax (expense) / benefit	4	(863,201)
PROFIT / (LOSS) FOR THE YEAR		2,343,457

The accompanying notes form part of these financial statements.

STATEMENT OF FINANCIAL POSITION

AS AT 30 JUNE 2023



	NOTE	2023 \$
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	6	5,603,697
Trade and other receivables	7	8,026,015
Other assets	8	203,288
TOTAL CURRENT ASSETS		13,833,000
NON-CURRENT ASSETS		
Property, plant and equipment	10	1,065,578
Financial assets	9	2,271,430
TOTAL NON-CURRENT ASSETS		3,337,008
TOTAL ASSETS		17,170,008
LIABILITIES		
CURRENT LIABILITIES		
Trade and other payables	11	6,192,278
Financial liabilities	12	412,637
Current tax liabilities		832,071
TOTAL CURRENT LIABILITIES		7,436,986
NON-CURRENT LIABILITIES		
Financial liabilities	12	657,204
TOTAL NON-CURRENT LIABILITIES		657,204
TOTAL LIABILITIES		8,094,190
NET ASSETS		9,075,818
EQUITY		
Issued capital		630,021
Retained earnings		8,445,797
TOTAL EQUITY		9,075,818

The accompanying notes form part of these financial statements.

STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED 30 JUNE 2023



	NOTE	ISSUED CAPITAL \$	RETAINED EARNINGS \$	TOTAL \$
Balance at 1 July 2021		630,021	6,106,340	6,736,361
Total profit or loss for the period		-	2,343,457	2,343,457
Dividends paid	5	-	(4,000)	(4,000)
BALANCE AT 30 JUNE 2023		630,021	8,445,797	9,075,818

The accompanying notes form part of these financial statements.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED 30 JUNE 2023



	NOTE	2023 \$
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers		85,254,525
Payments to suppliers and employees		(83,195,807)
Income tax (paid) / refunded		(122,735)
NET CASH PROVIDED BY / (USED IN) OPERATING ACTIVITIES	13	1,935,983
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property, plant and equipment		60,522
Payments for property, plant and equipment		(284,178)
Repayments of loans to other parties		88,564
Payments for investments		(50)
NET CASH PROVIDED BY / (USED IN) INVESTING ACTIVITIES		(135,142)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from loans borrowings		38,990
Repayment of borrowings		(179,343)
Proceeds from unsecured loans		386,169
Dividends paid		(4,000)
NET CASH PROVIDED BY / (USED IN) FINANCING ACTIVITIES		241,816
Net increase / (decrease) in cash and cash equivalents		2,042,657
Cash and cash equivalents at beginning of financial year		3,561,040
CASH AND CASH EQUIVALENTS AT END OF FINANCIAL YEAR	6	5,603,697

The accompanying notes form part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2023



Alder Constructions Pty Ltd (the "Company") is a company limited by shares, incorporated and domiciled in Australia. The Company is a for-profit entity for financial reporting purposes under Australian Accounting Standards.

1. Summary of Significant Accounting Policies

Basis of Preparation

The directors have prepared the financial statements on the basis that the Company is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the *Corporations Act 2001*.

The financial statements have been prepared in accordance with the mandatory Australian Accounting Standards applicable to entities reporting under the *Corporations Act 2001* and the significant accounting policies disclosed below, which the directors have determined are appropriate to meet the needs of members. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements, except for the cash flow information, have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes. The amounts presented in the financial statements have been rounded to the nearest dollar.

Accounting Policies

(a) Income Tax

The income tax expense (income) for the year comprises current income tax expense (income) and deferred tax expense (income).

Current income tax expense charged to profit or loss is the tax payable on taxable income for the current period. Current tax liabilities (assets) are measured at the amounts expected to be paid to (recovered from) the Australian Tax Office (ATO) using tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year as well as unused tax losses.

Current and deferred income tax expense (income) is charged or credited outside profit or loss when the tax relates to items that are recognised outside profit or loss or arising from a business combination.

Except for business combinations, no deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, and their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability. With respect to non-depreciable items of property, plant and equipment measured at fair value and items of investment property measured at fair value, the related deferred tax liability or deferred tax asset is measured on the basis that the carrying amount of the asset will be recovered entirely through sale.

When an investment property that is depreciable is held by the Company in a business model whose objective is to consume substantially all of the economic benefits embodied in the property through use over time (rather than through sale), the related deferred tax liability or deferred tax asset is measured on the basis that the carrying amount of such property will be recovered entirely through use.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised, unless the deferred tax asset relating to temporary differences arises from the initial recognition of an asset or liability in a transaction that:

- (i) is not a business combination; and
- (ii) at the time of the transaction, affects neither accounting profit nor taxable profit (tax loss).

Where temporary differences exist in relation to investments in subsidiaries, branches, associates and joint ventures, deferred tax assets and liabilities are not recognised where the timing of the reversal of the temporary difference can be controlled and it is not probable that the reversal will occur in the foreseeable future.

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where:

- (i) a legally enforceable right of set-off exists; and
- (ii) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities, where it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

(b) Property, Plant and Equipment

Each class of property, plant and equipment is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Property

Freehold land and buildings are shown at their fair value (being the amount for which an asset could be exchanged between knowledgeable, willing parties in an arm's length transaction), based on periodic, but at least triennial, valuations by external independent valuers, less accumulated depreciation for buildings.

Increases in the carrying amount arising on revaluation of land and buildings are credited to a revaluation surplus in other comprehensive income. Decreases that offset previous increases of the same asset are recognised against revaluation surplus directly in other comprehensive income; all other decreases are recognised in profit or loss.

Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Plant and equipment

Plant and equipment are measured on the cost basis and are therefore carried at cost less accumulated depreciation and any accumulated impairment losses. In the event the carrying amount of plant and equipment is greater than the estimated recoverable amount, the carrying amount is written down immediately to the estimated recoverable amount and impairment losses are recognised either in profit or loss or as a revaluation decrease if the impairment losses relate to a revalued asset. A formal assessment of recoverable amount is made when impairment indicators are present.

The cost of fixed assets constructed within the Company includes the cost of materials, direct labour, borrowing costs and an appropriate proportion of fixed and variable overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in profit or loss during the financial period in which they are incurred.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

Depreciation

The depreciable amount of all fixed assets, including buildings and capitalised lease assets but excluding freehold land, is depreciated on a straight-line basis over the asset's useful life to the Company commencing from the time the asset is held ready for use. Depreciation is recognised in profit or loss.

The depreciation rates used for each class of depreciable assets are:

Class of Fixed Asset	Depreciation Rate
Machinery & equipment	2.5% - 50%
Furniture & fittings	5% - 20%
Plant & Equipment	4% - 67%
Motor Vehicles	12.5% - 25%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are recognised in profit or loss when the item is derecognised. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

(c) Financial Instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the Company becomes a party to the contractual provisions to the instrument. For financial assets, this is the date that the Company commits itself to either the purchase or sale of the asset (ie trade date accounting is adopted).

Financial instruments (except for trade receivables) are initially measured at fair value plus transaction costs, except where the instrument is classified "at fair value through profit or loss", in which case transaction costs are expensed to profit or loss immediately. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Trade receivables are initially measured at the transaction price if the trade receivables do not contain a significant financing component or if the practical expedient was applied as specified in AASB 15.63.

Classification and subsequent measurement

Financial liabilities

Financial liabilities are subsequently measured at:

- amortised cost; or
- fair value through profit or loss.

All other financial liabilities are subsequently measured at amortised cost using the effective interest method.

The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest expense in profit or loss over the relevant period.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

The effective interest rate is the internal rate of return of the financial asset or liability, that is, it is the rate that exactly discounts the estimated future cash flows through the expected life of the instrument to the net carrying amount at initial recognition.

A financial liability is held for trading if it is:

- incurred for the purpose of repurchasing or repaying in the near term;
- part of a portfolio where there is an actual pattern of short-term profit taking; or
- a derivative financial instrument (except for a derivative that is in a financial guarantee contract or a derivative that is in an effective hedging relationship).

Any gains or losses arising on changes in fair value are recognised in profit or loss to the extent that they are not part of a designated hedging relationship.

The change in fair value of the financial liability attributable to changes in the issuer's credit risk is taken to other comprehensive income and is not subsequently reclassified to profit or loss. Instead, it is transferred to retained earnings upon derecognition of the financial liability.

If taking the change in credit risk in other comprehensive income enlarges or creates an accounting mismatch, then these gains or losses should be taken to profit or loss rather than other comprehensive income. A financial liability cannot be reclassified.

Financial assets

Financial assets are subsequently measured at:

- amortised cost;
- fair value through other comprehensive income; or
- fair value through profit or loss.

On the basis of the two primary criteria:

- the contractual cash flow characteristics of the financial asset; and
- the business model for managing the financial assets.

A financial asset is subsequently measured at amortised cost if it meets the following conditions:

- the financial asset is managed solely to collect contractual cash flows; and
- the contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates.

By default, all other financial assets that do not meet the conditions of amortised cost and the fair value through other comprehensive income's measurement condition are subsequently measured at fair value through profit or loss.

Equity instruments

At initial recognition, as long as the equity instrument is not held for trading or is not a contingent consideration recognised by an acquirer in a business combination to which AASB 3 applies, the Company made an irrevocable election to measure any subsequent changes in fair value of the equity instruments in other comprehensive income, while the dividend revenue received on underlying equity instruments investments will still be recognised in profit or loss.

Regular way purchases and sales of financial assets are recognised and derecognised at settlement date in accordance with the Company's accounting policy.

Derecognition

Derecognition refers to the removal of a previously recognised financial asset or financial liability from the statement of financial position.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

Derecognition of financial liabilities

A liability is derecognised when it is extinguished (ie when the obligation in the contract is discharged, cancelled or expires). An exchange of an existing financial liability for a new one with substantially modified terms, or a substantial modification to the terms of a financial liability, is treated as an extinguishment of the existing liability and recognition of a new financial liability.

The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

Derecognition of financial assets

A financial asset is derecognised when the holder's contractual rights to its cash flows expires, or the asset is transferred in such a way that all the risks and rewards of ownership are substantially transferred.

All the following criteria need to be satisfied for the derecognition of a financial asset:

- the right to receive cash flows from the asset has expired or been transferred;
- all risk and rewards of ownership of the asset have been substantially transferred; and
- the Company no longer controls the asset (i.e. it has no practical ability to make unilateral decisions to sell the asset to a third party).

On derecognition of a financial asset measured at amortised cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognised in profit or loss.

On derecognition of a debt instrument classified as fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the investment revaluation reserve is reclassified to profit or loss.

On derecognition of an investment in equity which was elected to be classified under fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the investments revaluation reserve is not reclassified to profit or loss, but is transferred to retained earnings.

Impairment

The Company recognises a loss allowance for expected credit losses on:

- financial assets that are measured at amortised cost or fair value through other comprehensive income;
- lease receivables;
- contract assets (e.g. amount due from customers under construction contracts);
- loan commitments that are not measured at fair value through profit or loss; and
- financial guarantee contracts that are not measured at fair value through profit or loss.

A loss allowance for expected credit losses is not recognised for:

- financial assets measured at fair value through profit or loss; or
- equity instruments measured at fair value through other comprehensive income.

Expected credit losses are the probability-weighted estimate of credit losses over the expected life of a financial instrument. A credit loss is the difference between all contractual cash flows that are due and all cash flows expected to be received, all discounted at the original effective interest rate of the financial instrument.

The Company uses the simplified approach to impairment, as applicable under AASB 9 *Financial Instruments*:

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

Simplified approach

The simplified approach does not require tracking of changes in credit risk at every reporting period, but instead requires the recognition of lifetime expected credit loss at all times.

This approach is applicable to:

- trade receivables or contract assets that results from transactions that are within the scope of AASB 15 *Revenue from Contracts with Customers*, that contain a significant financing component; and
- lease receivables.

In measuring the expected credit loss, a provision matrix for trade receivables was used taking into consideration various data to get to an expected credit loss.

Recognition of expected credit losses in financial statements

At each reporting date, the Company recognised the movement in the loss allowance as an impairment gain or loss in the statement of profit or loss and other comprehensive income.

The carrying amount of financial assets measured at amortised cost includes the loss allowance relating to that asset.

Assets measured at fair value through other comprehensive income are recognised at fair value with changes in fair value recognised in other comprehensive income. The amount in relation to change in credit risk is transferred from other comprehensive income to profit or loss at every reporting period.

For financial assets that are unrecognised (e.g. loan commitments yet to be drawn, financial guarantees), a provision for loss allowance is created in the statement of financial position to recognise the loss allowance.

(d) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of 12 months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the statement of financial position.

(e) Trade and Other Receivables

Trade and other receivables include amounts due from customers for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Trade and other receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any provision for impairment.

(f) Revenue Recognition

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed. Any consideration deferred is treated as the provision of finance and is discounted at a rate of interest that is generally accepted in the market for similar arrangements. The difference between the amount initially recognised and the amount ultimately received is interest revenue.

Interest revenue is recognised on a proportional basis taking in to account the interest rates applicable to the financial assets.

Revenue recognition relating to the provision of services is determined with reference to the stage of completion of the transaction at the end of the reporting period and where outcome of the contract can be estimated reliably. Stage of completion is determined with reference to the services performed to date as a percentage of total anticipated services to be performed. Where the outcome cannot be estimated reliably, revenue is recognised only to the extent that related expenditure is recoverable.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

All revenue is stated net of the amount of goods and services tax (GST).

Construction Contracts and Work in Progress

Revenue from contracts with customers is recognised over time on the basis that the company transfers control and satisfies its performance obligation over the period of the contract.

Revenue is recognised by measuring the progress towards complete satisfaction of that performance obligation using the proportion of costs incurred to date as compared to expected actual costs (input method). Where losses are anticipated they are provided for in full.

Revenue recognised, less payment claims, results in either accrued income or income received in advance (Works in Progress) being recognised on the balance sheet.

(g) Trade and Other Payables

Trade and other payables represent the liabilities for goods and services received by the Company that remain unpaid at the end of the reporting period. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability. Trade and other payables are initially measured at fair value and subsequently measured at amortised cost using the effective interest method.

(h) Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to prepare for their intended use or sale are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

(i) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities, which are recoverable from or payable to the ATO, are presented as operating cash flows included in receipts from customers or payments to suppliers.

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2023 \$
2. REVENUE AND OTHER INCOME		
A) REVENUE DISAGGREGATION		
The revenue is disaggregated along product and services lines:		
Civil income		14,066,345
Construction income		60,406,504
TOTAL REVENUE		74,472,849
B) OTHER INCOME		
Gain on disposal of property, plant and equipment		27,349
Other revenue		46,765
TOTAL OTHER INCOME		74,114
3. PROFIT / (LOSS) BEFORE INCOME TAX		
EXPENSES:		
Depreciation of property, plant and equipment		294,328
4. INCOME TAX (EXPENSE) / BENEFIT		
Income tax (expense) / benefit		(863,201)
5. DIVIDENDS		
Distributions paid:		
Declared fully franked dividend of 4,000 franked at the tax rate of 30%		4,000
6. CASH AND CASH EQUIVALENTS		
CURRENT		
Cash at bank		5,603,697
TOTAL CASH AND CASH EQUIVALENTS		5,603,697
7. TRADE AND OTHER RECEIVABLES		
CURRENT		
Uncertified claims		2,616,165
Debtors retentions		1,907,172
Debtors control		1,921,102
Contract assets		1,581,576
TOTAL CURRENT TRADE AND OTHER RECEIVABLES		8,026,015

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2023 \$
8. OTHER ASSETS		
CURRENT		
Prepayments		192,123
Rental bond		11,165
TOTAL OTHER ASSETS		203,288
9. FINANCIAL ASSETS		
CURRENT		
Unsecured loans to related entities		2,257,549
Other unsecured loans		13,831
Shares in unlisted corporations		50
TOTAL FINANCIAL ASSETS		2,271,430
10. PROPERTY, PLANT AND EQUIPMENT		
MACHINERY AND EQUIPMENT		
Machinery and equipment at cost		101,414
Accumulated depreciation		(37,402)
TOTAL MACHINERY AND EQUIPMENT		64,012
FURNITURE AND FITTINGS		
Furniture and fittings at cost		6,270
Accumulated depreciation		(1,997)
TOTAL OFFICE EQUIPMENT		4,273
PLANT AND EQUIPMENT		
Plant and equipment at cost		748,589
Accumulated depreciation		(454,462)
TOTAL PLANT AND EQUIPMENT		294,127
MOTOR VEHICLES		
Motor vehicles at cost		1,163,129
Accumulated depreciation		(459,963)
TOTAL MOTOR VEHICLES		703,166
TOTAL PROPERTY PLANT AND EQUIPMENT		1,065,578

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

	NOTE	2023 \$
11. TRADE AND OTHER PAYABLES		
CURRENT		
Creditors retentions		2,249,837
Creditors control		982,030
Accrued expenses		2,241,604
Sundry creditors		99,094
GST payable		619,713
TOTAL CURRENT PAYABLES		6,192,278
12. FINANCIAL LIABILITIES		
CURRENT		
Hire purchase liability		412,637
TOTAL CURRENT FINANCIAL LIABILITIES		412,637
NON-CURRENT		
Hire purchase liability		257,204
Other unsecured loans		400,000
TOTAL NON-CURRENT FINANCIAL LIABILITIES		657,204
13. CASH FLOW INFORMATION		
Reconciliation of cash flows from operating activities with profit after income tax		
Profit after income tax		2,374,852
Non-cash flows in profit		
- Depreciation and amortisation		294,328
- (Profit)/Loss on disposal of fixed asset		(27,349)
Changes in assets and liabilities		
Decrease/(Increase) in:		
- Receivables		3,171,656
- Other assets		(42,229)
Increase/(Decrease) in:		
- Payables		(4,544,346)
- Income tax payable		709,171
CASH FLOW FROM OPERATING ACTIVITIES		1,935,983

NOTES TO THE FINANCIAL STATEMENTS



FOR THE YEAR ENDED 30 JUNE 2023

Reconciliation of cash		
Cash and cash equivalents		5,603,697

14. CONTINGENT LIABILITIES AND CONTINGENT ASSETS

The directors are not aware of any contingent liabilities or contingent assets as at 30 June 2023.

15. EVENTS AFTER THE REPORTING PERIOD

The directors are not aware of any significant events since the end of the reporting period.

16. COMPANY DETAILS

The registered office and principal place of business for the company is:
116 Siganto Drive
Helensvale, QLD, 4212

DIRECTORS' DECLARATION

FOR THE YEAR ENDED 30 JUNE 2023



The directors have determined that the company is not a reporting entity as, in our opinion, there are no users dependent on "general purpose financial reports" for information which would be useful for them in making and evaluating decisions about the allocation of scarce resources. This financial report is regarded as a "special purpose financial report" which has been prepared solely to meet the reporting obligations of the *Corporations Act 2001*. The directors have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The directors of the Company declare that:

1. In the directors' opinion the financial statements and notes, as set out on pages 1 to 15 are in accordance with the *Corporations Act 2001*, including:
 - i. comply with Australian Accounting Standards as described in Note 1 to the financial statements and the *Corporations Regulations 2001*; and
 - ii. give a true and fair view of the Company's financial position as at 30 June 2023 and of its performance for the year ended on that date in accordance with the accounting policies as described in Note 1 to the financial statements.
2. In the Directors' opinion there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

The declaration is made in accordance with the resolution of the Board of Directors.

Director  Dated this Day of 2023








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