

Amended General Conditions of Contract

Formal Instrument of Agreement

Project Name: Health Hub/Wellness Centre – Latitude 25 RV Lifestyle Community

This AGREEMENT is made on the 12th day of February 2020

Between **Nikenbah Constructions Pty Ltd ACN 613 502 873 as trustee for the Nikenbah Constructions Unit Trust of Level 1, 5/41 Lavarack Avenue, Eagle Farm 4009**

(Principal)

AND

PBS Building QLD Pty Ltd ACN 114 856 674 of Ground Floor, 40 Thesiger Ct, Deakin ACT 2600

(Contractor)

Background

- A. The *Principal* wishes to engage the *Contractor* to perform the *Works* and carry out *WUC* in accordance with the requirements of this *Contract*.
- B. The *Contractor* has offered to execute the *Works* for the *contract sum* and the *Principal* has accepted that offer.
- C. The parties have agreed to perform their respective obligations on the terms of this *Contract*.

IT IS AGREED

1. Agreement

- (a) In this *Formal Instrument of Agreement*, unless the context requires otherwise, terms used have the same meaning as defined in the document *Amended AS 4902-2000 General conditions of contract for design and construct*.
- (b) The *Contractor* agrees to carry out the *WUC* in accordance with the *Contract*.

2. Contract Sum

- (a) In consideration of the *Contractor* carrying out the *WUC* in accordance with the *Contract*, the *Principal* agrees to pay the *Contractor* the *contract sum* in accordance with the *Contract*:
 - (i) The *contract sum* is  (exclusive of GST) which amount excludes additions and deductions that may be required to be made under this *Contract*.

Description	Procurement Type	Amount
Trade Costs	Provisional Amount	[REDACTED]
Preliminaries	Fixed Lump Sum	[REDACTED]
Margin	Fixed Lump Sum	[REDACTED]

- (b) The terms of the *Contract* apply to all of the work performed by the *Contractor* in connection with the *WUC* even if it was performed prior to the date of execution of the *Contract*. Any payment made to the *Contractor* by the *Principal* prior to the date of execution of the *Contract* will, be treated as a payment under the *Contract* and will be in part discharge of the *Principal's* obligations to pay the *contract sum*.

3. Site

The address of the *site* is 1 Latitude Boulevard, Nikenbah QLD 4655.

4. Contract Documents

- (a) The following documents are the *Contract Documents*:
- (i) this *Formal Instrument of Agreement*;
 - (ii) the *Amended AS 4902-2000 General conditions of contract for design and construct*;
 - (iii) Annexures to the *Amended AS 4902-2000 General conditions of contract for design and construct*, which are set out in this *Formal Instrument of Agreement*; and
 - (iv) the Schedules to this *Formal Instrument of Agreement*, which comprise the following:
 - (A) **Schedule 1: Principal's Project Requirements**
 - (B) **Schedule 2: Contractors Clarifications**
 - (C) **Schedule 3: Document Transmittal (Not limited to the following)**
 - (1) **Development Approval**
 - (2) **Operational works approvals**
 - (3) **Project design documents transmittal: Architectural, Civil, Structural, and others**
 - (4) **Sustainability, Environmental report**
 - (5) **Survey**
 - (6) **Marked up drawings**
 - (7) **Geotechnical Investigations**
 - (8) **Communications**
 - (9) **Bowls**

- (10) Key System
- (11) Health Hub Fly Through
- (12) Bowls Shade Structure
- (13) Program
- (D) Schedule 4: Contract
- (E) Schedule 5: Schedules & Specifications
 - (1) Specification
 - (2) Internal & External Finishes
 - (3) Metering

The parties acknowledge having received each of the documents referred to in clause 4(a).

- (b) If there is any inconsistency, ambiguity or discrepancy between the documents listed in paragraph 4(a), the inconsistency, ambiguity or discrepancy is to be resolved using the order of precedence set out in clause 4(a) (with the documents appearing earlier in clause 4(a) taking priority over the documents appearing later).
- (c) If a party discovers any inconsistency, ambiguity or discrepancy in the documents compromising this *Contract*, it must notify the other party as soon as reasonably possible.

EXECUTED on the 12th day of February 2020

EXECUTED by
 Nikenbah
 Constructions Pty Ltd
 ACN 613 502 873 as
 trustee for the
 Nikenbah
 Constructions Unit
 Trust in accordance with
 section 127 of the
 Corporations Act 2001
 (Cth):


 sign
 Director
 office (director)

 full name


 sign
 Director
 office (director or secretary)

 full name

EXECUTED by PBS
Building (QLD) Pty Ltd
ACN 114 856 674 in
accordance with section
127 of the Corporations
Act 2001 (Cth):



sign

DIRECTOR

office (director)



full name



sign

Director

office (director or secretary)



full name

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

Part A (Schedule)

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 the General Conditions of Contract and shall be read as part of the *Contract*.

<i>Item</i>	
1	<i>Principal</i> <i>(clause 1)</i>
	<u>Nikenbah Constructions Pty Ltd as trustee for the Nikenbah</u> <u>Constructions Unit Trust.....</u> ACN <u>613 502 873</u> ABN
2	<i>Principal's address</i>
	<u>Level 1, 5/41 Lavarack Avenue, Eagle Farm 4009</u> Phone <u>0412 620 378</u> Fax
3	<i>Contractor</i> <i>(clause 1)</i>
	<u>PBS Building (QLD) Pty Ltd.....</u> ACN <u>114 856 674</u> ABN
4	<i>Contractor's address</i>
	<u>Ground Floor, 40 Thesiger Ct, Deakin ACT 2600</u> Phone <u>07 3136 1333</u> Fax
5	<i>Superintendent</i> <i>(clause 1)</i>
	<u>Ryan Williams – Development Manager</u> ACN ABN
6	<i>Superintendent's address</i>
	<u>1 Latitude Boulevard, Nikenbah QLD 4655.....</u> Phone <u>0422 389 110</u> Fax

Annexures to the Amended AS 4902-2000 General conditions of contract

- † 7 (a) *Date for practical completion* 02 September 2020
(clause 1)
OR
(b) *Period of time for practical completion*
(clause 1)
- 8 *Governing law* Queensland
(clause 1(h)) If nothing stated, that of the jurisdiction where the site is located
- 9 (a) *Currency* Australian dollars (\$AUD)
(clause 1(g)) If nothing stated, that of the jurisdiction where the site is located
(b) *Place for payments* N/A
(clause 1(g)) If nothing stated, the Principal's address
(c) *Place of business of bank* N/A
(clause 1(d)) If nothing stated, the place nearest to where the site is located
- 10 The *Principal's project requirements* are described in the following documents
(clause 1)
1 As identified in Schedule 1 of the Formal Instrument of Agreement Preliminary design (if included in Item 11)
2
3
4
5
- 11 *Preliminary design*
(clause 1)
(a) A *preliminary design*
is included
~~is not included~~
in the *Principal's project requirements*.
If neither deleted, a *preliminary design* is not included
(b) The *preliminary design* documents are:
1 As identified in Schedule 3 of the Formal Instrument of Agreement
2
3
4
5

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A
Delete one

Annexures to the Amended AS 4902-2000 General conditions of contract

- 42 Quantities in schedule of rates, limits of accuracy (subclause 2.5) Upper Limit Lower Limit
- 13 Provisional sum, percentage for profit and overheads attendance (clause 3) If the aggregated cost of all provisional sums is greater than the aggregated of all provisional sums – an addition of 0% of the difference
If the aggregated cost of all provisional sums is less than the aggregated of all provisional sums – a deduction of 0% of the difference
- 13A Variation (subclause 36.4) (a) Percentage for profit and overheads for additions 10%
(b) Percentage for profit for deductions 7%
- † 14 Contractor's security
- (a) Form (clause 5) Cash or on-demand, unconditional insurance bond in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal)
- (b) Amount or maximum percentage of contract sum (clause 5) 2.5%
If nothing stated, 5% of the contract sum
- (c) If retention moneys, percentage of each progress certificate (clause 5 and subclause 37.2) 5%, until the limit in Item 14(b)
If nothing stated, 10%, until the limit in Item 14(b)
- (d) Time for provision (except for retention moneys) (clause 5) within days after date of acceptance of tender
If nothing stated, 28 days
- (e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3) An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials.....
..... \$
- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 100 % of amount held
If nothing stated, 50% of amount held
- † 15 Principal's security
- (a) Form (clause 5) Not applicable.....

† If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount or maximum percentage of Not applicable.....
 contract sum If nothing stated, nil
 (clause 5)
- (c) Time for provision Not applicable
 (clause 5) within days after date of acceptance of tender
 If nothing stated, 28 days
- (d) Principal's security upon certificate Not applicable..... % of amount held
 of practical completion is reduced If nothing stated, 50% of amount held
 by
 (subclause 5.4)

16	Principal-supplied documents (subclause 8.2)	Document	No. of copies
		1 <u>As identified in clause 4(a)(iv) of the Formal Instrument of Agreement</u>	
		2	
		3	
		4	
		5	
			If nothing stated, 5 copies

- 17 ~~Documents, numbers of copies, and
 the times or stages at which they are to
 be supplied by the Contractor~~
 (subclause 8.3)

	Document	No. of copies	Time/stage
1			
2			
3			
4			
5			

- 18 Time for Superintendent's direction 5 days
 about documents If nothing stated, 14 days
 (subclause 8.3)

19	Subcontracting (subclause 9.2)	Work by consultants	Work by others
			
			
			
			

Annexures to the Amended AS 4902-2000 General conditions of contract

20	Novation (subclause 9.4)	Subcontractor or selected subcontractor, as the case may be	Particular part of the preliminary design or selected subcontract work, as the case may be
		Automated Security (CCTV & Access Control)	
			
			
			
			
			
			
21	Intellectual property rights granted to the Principal, the Alternative applying (subclause 10.2)	<u>Alternative 1</u> If nothing stated, Alternative 1 applies	
22	Legislative requirements	<u>Not applicable</u>	
	(a) Those excepted (subclause 11.1)		
			
			
	(b) Identified WUC (subclause 11.2(a)(iii))		
			
23	Insurance of the Works (clause 16A)	<u>Alternative 1 (Contractor to insure)</u>	
	(a) Alternative applying		
		If nothing stated, Alternative 1 applies	
	If Alternative 1 applies		
	(b) Provision for demolition and removal of debris	 \$	
		OR	
		% of the contract sum	

Annexures to the Amended AS 4902-2000 General conditions of contract

- (c) Provision for *consultants'* fees and
Principal's consultants' fees \$

OR

.....% of the contract sum

- (d) Value of materials or things to be
supplied by the *Principal* \$

- (e) Additional amount or percentage
..... \$

OR

.....% of the total of (a) to (d) in clause 16A

24 Professional indemnity insurance
(clause 16B and subclause 9.2(d))

- (a) Levels of cover of *Contractor's*
professional indemnity insurance \$ 10,000,000.....
shall be not less than If nothing stated, \$5 000 000

- (b) Period for which *Contractor's*
professional indemnity insurance If nothing stated, 6 years
shall be maintained after issue of
the *final certificate*

- | (c) Categories of <i>consultants</i> and
levels of cover of <i>consultants'</i>
professional indemnity
insurance | Category | Levels of cover |
|---|----------|-----------------------------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | If nothing stated,
\$1 000 000 |

- (d) Period for which each *consultant's*
professional indemnity insurance If nothing stated, 6 years
shall be maintained after issue of
the *final certificate*

25 Public liability insurance
(clause 17)

- (a) Alternative applying Alternative 1 (Contractor to insure)
If nothing stated, Alternative 1 applies

If Alternative 1 applies

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount per occurrence shall be not
 less than \$ 20,000,000
 If nothing stated, \$10 000 000
- 26 (a) Time for giving access within 5 business days after date of acceptance of tender
 (subclause 24.1) executing the Formal Instrument of Agreement
 If nothing stated, 14 days
- (b) Time for giving possession within 5 business days after letter of intent being issued.
 (subclause 24.1) If nothing stated, 14 days
- 27 ~~The information, materials, documents~~ Documents or instructions Times/Periods
~~or instructions and the times by, or~~
~~periods within which they are to be~~ 1
~~given to the Contractor~~ 2
~~(clause 32)~~ 3
 4
 5
- 28 Qualifying causes of delay, causes of As set out in the amended definition under clause 1
delay for which EOTs will not be
granted
(paragraph (b)(iii) of clause 1 and
subclause 34.3)
- † 29 Liquidated damages, rate per day \$300 per day
 (subclause 34.7)
- 29A Limit of liquidated damages 3% of contract sum
 (subclause 34.7)
- † 30 Bonus for early practical completion
 (subclause 34.8)
- (a) Rate Not applicable
 per day \$ per day
- (b) Limit Not applicable
 \$
 OR
 % of contract sum
 If nothing stated, there is no waiver

† If applicable, delete and instead complete equivalent item in the separable portions section of the Annexure Part A

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1/18

Annexures to the Amended AS 4902-2000 General conditions of contract

- † 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable.....
.....
.....
- 32 Defects Liability period (clause 35) 12 months
If nothing stated, 12 months
- 33 Progress Claims (subclause 37.1)
- (a) Times for progress claims 28th day of each month for WUC
done to the last day of that month
- OR
- (b) Stages of WUC for progress claims
.....
.....
.....
.....
.....
- 34 Unfixed plant and materials for which payment claims may be made (subclause 37.3) Not applicable.....
.....
.....
- 35 Interest rate on overdue payments (subclause 37.5) 7 % per annum
If nothing stated, 18% per annum
- 36 (a) Time for Principal to rectify inadequate access (subclause 39.7(a)(iii)) 14 days
If nothing stated, 14 days
- (b) Time for Principal to rectify inadequate possession (subclause 39.7(a)(iv)) 14 days
If nothing stated, 14 days
- ~~37 Arbitration (subclause 42.3)~~



Annexures to the Amended AS 4902-2000 General conditions of contract

(a) ~~Person to nominate an arbitrator~~

.....
.....

A1

If no one stated, the President of the Institute of Arbitrators & Mediators Australia

(b) ~~Rules for arbitration~~

.....
.....
.....
.....

If nothing stated:

~~(a) rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations;~~

~~OR~~

~~(b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in Item 37(c)~~

(c) ~~Appointing Authority under UNCITRAL Arbitration Rules~~

A1

If no one stated, the President of the Institute of Arbitrators & Mediators Australia



Part B
(Unconditional
Undertaking)

- This form may also be used where the *Principal* is required to provide an unconditional undertaking, by substituting *Principal* for *Contractor* and vice versa, wherever occurring.

Approved form of unconditional undertaking

(clause 1 – security)

At the request of
ACN..... ABN (the *Contractor*) and in consideration of
.....
ACN..... ABN (the *Principal*) accepting this undertaking
in respect of the *Contract* for
..... (the *Project*)
.....
ACN..... ABN (the *Financial Institution*) unconditionally
undertakes to pay on demand any sum or sums which may from time to time be demanded by the *Principal* to a
maximum aggregate sum of
..... (\$)

The undertaking is to continue until notification has been received from the *Principal* that the sum is no longer required by the *Principal* or until this undertaking is returned to the *Financial Institution* or until payment to the *Principal* by the *Financial Institution* of the whole of the sum or such part as the *Principal* may require.

Should the *Financial Institution* be notified in writing, purporting to be signed by
..... for and on behalf of the *Principal* that the *Principal* desires
payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the *Financial Institution* will make the payment or payments to the *Principal* forthwith without reference to the *Contractor* and notwithstanding any notice given by the *Contractor* not to pay same.

Provided always that the *Financial Institution* may at any time without being required so to do pay to the *Principal* the sum of
..... (\$)
less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the *Principal* and thereupon the liability of the *Financial Institution* hereunder shall immediately cease.

Dated at this day of 20





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

**Part C (Deed of
Novation)**

Deed of novation

(subclause 9.2(c))

This Deed made the day of 20
between (the *Principal*)
of ACN ABN
and (the *Contractor*)
of ACN ABN
and (the *Subcontractor*)
of ACN ABN
and (the *Incoming Contractor*)
of ACN ABN
witness that:

- 1 Upon receipt by the *Subcontractor* of the sum certified by the *Superintendent* as owing under the prior contract described in the Schedule hereto:
 - (a) the prior contract shall be discharged;
 - (b) the *Subcontractor* shall release the *Contractor* from the further performance of the prior contract and from all claims and demands in connection with the prior contract;
 - (c) the *Incoming Contractor* shall punctually perform the obligations of the *Contractor* under the prior contract as far as they are not performed. The *Incoming Contractor* acknowledges itself bound by the provisions of the prior contract as if the *Incoming Contractor* had been named in the prior contract; and
 - (d) the *Subcontractor* shall punctually perform like obligations and be bound to the *Incoming Contractor* as if the provisions of the prior contract were incorporated herein.
- 2 The *Principal* and *Subcontractor* each warrant to the *Incoming Contractor* that:
 - (a) subcontract work carried out to the date hereof is in accordance with the provisions of the prior contract; and
 - (b) all claims and demands in connection with the prior contract have been made to the *Contractor*.
- 3 The *Principal* and *Subcontractor* each indemnifies the *Incoming Contractor* from all claims and demands of the *Contractor*, *Principal* and *Subcontractor* in connection with the prior contract.
- 4 A dispute between:
 - (a) the *Principal* and the *Subcontractor* in connection with the *Superintendent's* certification of the sum owing under the prior contract; or
 - (b) the *Incoming Contractor* and the *Subcontractor* in connection with clause 1(c) or 1(d), shall be resolved pursuant to the provisions of AS 4903—2000 Subcontract Conditions for Design and Construct which for the purposes of this clause 4 are incorporated herein.
- 5 This Deed shall be governed by the laws of the jurisdiction stated in Item 8 of the *Contract* between the *Principal* and *Contractor*.

Schedule

.....
.....
.....
.....

In witness whereof the parties have executed this DEED OF NOVATION by affixing their seals.

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

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

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

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

THE COMMON SEAL of the *Subcontractor*
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)

THE COMMON SEAL of the *Incoming Contractor*
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Director

.....
Name (please print)

.....
Name (please print)





Annexure to the Australian Standard
General Conditions of Contract for
Design and Construct**Part D (Deed of
Novation)**

Note: Usually the *continuing party* is the subcontractor, selected subcontractor or consultant, as the case may be.

Deed of novation

(subclause 9.4)

This Deed made this day of 20
between (the *outgoing party*)
of ACN ABN
and (the *incoming party*)
of ACN ABN
and (the *continuing party*)
of ACN ABN
witness that:

- 1 Upon receipt by the *continuing party* of all moneys owing under the prior contract:
 - (a) the *incoming party* shall punctually perform the obligations of the *outgoing party* under the prior contract described in the Schedule hereto as far as they are not performed. The *incoming party* acknowledges itself bound by the provisions of the prior contract as if the *incoming party* had been named as the *outgoing party* in the prior contract;
 - (b) the *continuing party* punctually perform like obligations and be bound to the *incoming party* as if the provisions of the prior contract were incorporated herein; and
 - (c) the *outgoing party* and *continuing party* shall each release and forever discharge the other from the further performance of the prior contract and from all claims and demands in connection with the prior contract.
- 2 The *outgoing party* and *continuing party* each warrant to the *incoming party* that *preliminary design* or *selected subcontract work*, as the case may be, carried out to the date hereof, is in accordance with the provisions of the prior contract.
- 3 This Deed shall be governed by the governing law of the prior contract between the *outgoing party* and *continuing party*.

Schedule

.....
.....
.....
.....

In witness whereof the parties have executed this DEED OF NOVATION by affixing their seals.

THE COMMON SEAL of the *outgoing party*
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

THE COMMON SEAL of the *incoming party*
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

THE COMMON SEAL of the *continuing party*
was affixed to this document in the presence of:

.....
Secretary/Director

.....
Name (please print)

.....
Director

.....
Name (please print)

MB

VA

Part E (Deletions, amendments and additions)

1 The following clauses have been deleted from AS 4902—2000

See tracked changes to the Amended General conditions of contract for design and construct.....

2 The following clauses have been amended and differ from the corresponding clauses in AS 4902—2000

See tracked changes to the Amended General conditions of contract for design and construct.....

3 The following clauses have been added to AS 4902—2000

See tracked changes to the Amended General conditions of contract for design and construct.....

WJ

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Schedule 1: Principal's Project Requirements

1. Health Hub & Communal Facilities

(a) Project Objectives

The key project objectives are to design and construct the development with the highest priority on a long term investment. Nikenbar Constructions has every intention to retain ownership of the lifestyle village for a long period of time.

Nikenbar Constructions is committed to the delivery of a quality focused development. All facets of the development should consider this specific objective.

Nikenbar Constructions is focused on the future development and growth of its assets it is also committed to delivering a community lifestyle with a harmonious quality of living all its residents.

1. General Scope of Work: Health Hub & Communal Facilities

The scope of the works includes the design & construction of the work prescribed in the contract schedules including but not limited to;

- Health hub building (Gym, Amenities, Tenancy)
- Pool Area (pool, roof, deck, amenities, plant rooms, lawn area)
- Bowls green (green, roof structure)
- Leisure Hut
- 2 x Tennis court
- 4 x Pickle ball courts (included on the tennis court)
- External works

Refer to marked up document (AR 1-2-1.01 - PART SITE PLAN (PPR Scope Mark-up Rev 1) for visual clarity on scope

1.1. Health Hub Building

The scope of the works includes the design & construction of the work prescribed in the contract schedules including but not limited to;

- Paxton access control, integrated into the existing head end equipment
- CCTV to be integrated into the existed Milestone headend equipment.
- PA System to be integrated into the existing head end equipment. The gym is to be provided with an additional active equipment music player to enable (Auxiliary connection, Bluetooth, Radio, CD, USB).
- Provision for solar PV system (future install) including conduit pathways from;
 - Pathways from ceiling panels to Inverter location
 - Pathway from DB & Comms cabinet to Inverter location
- Provision for DATA rack, Inverter and Distribution board to be inside a built in cupboard (note likely size on tender set will need to increase)
- WIFI WAP system to be provided on latitude25 public WIFI
- Electric Smart Meter
- Water meter
- 2 x high level wall mounted TV's Samsung Series 8 55" RU8000 4K UHD TV.

1.2. Pool Area

The scope of the works includes the design & construction of the work prescribed in the contract schedules including but not limited to;

Annexures to the Amended AS 4902-2000 General conditions of contract

- Pool to provide 3 x 25lm swimming lanes and recreational space. Generally in accordance with the design provided.
- Magnesium or "Blonizer" filtration system for pool
- Electric heated pool, time controlled to be mainly used during solar periods.
 - Option 1: Heat Pump
 - Option 2: Standard Electric
- Pool Finished; coping tile, waterline tile and pebblecrete finish, lane marking
- Sauna; full fitout, traditional hot rock, electric.
- Relocatable accessibility pool hoist, to be stored in designated area
- Lawn area; seating, synthetic turf and stormwater drainage
- Lighting & power layout as per EMF drawings.
- All necessary plant and minimum lighting as required
- Underwater pool lighting 100% coverage
- Electric Smart Meter
- Water meter

1.3. Leisure Hut

- Option 1: In accordance with BMA designs
- Option 2: Grillelex akora package 02
- Water bubbler (Grillelex, match existing)
- Service provisions;
 - Lighting
 - Power
 - Sanitary drainage capped off for future use

1.4. Tennis & Pickle Ball Courts

D&C turnkey package; preferred contractor to be nominated in tender including full capability report

- Specification to competition standard
- 2 x Tennis Court
- 4 x Pickle ball courts: Pickle ball court to be superimposed over the 2nd tennis court.
- Minimum 3.0m high fence, black powder coated posts with black PCV coated diamond mesh
- Ground sleeve post, black powder coated with net tension adjustment, all playing courts
- LED lights & Pole, black powder coated on digital time switch/clock
- Door closers on gates
- All ancillary equipment required for play & everyday maintenance provided

1.5. Lawn Bowls

D&C turnkey package; preferred contractor to be nominated in tender including full capability report

- 6 rink synthetic turf, sunken / dropped playing field with gutters.
- Fabric texture shade structure either end.
- Lighting suitable for night play



Annexures to the Amended AS 4902-2000 General conditions of contract

- Bowls construction "Sports Field" provided in folder 3 is the generally accepted construction methodology.
- All ancillary equipment required for play & everyday maintenance provided (excluding balls).

2. Existing Site

- The contractor has inspected and accepted the site in its current condition.
- Contractor has made all necessary allowances for the final trimming of site pads in preparation for the works
- Contractor has made all allowance for the connection and extension of all utility and communication serviced into the building
 - o Power
 - o NBN
 - o Communications (intercom, MATV, CCTV, GPON)
 - o Water, Sewer, Stormwater

3. Design and Construction

- The design documents have been prepared for Tender only. The principle will be handing over the design to the contractor for the completion of "For Construction Issue"
 - o Architectural: BMA are the nominated Architect and engaged and paid by the Principle. The documentation set is 90% complete pending final coordination with engineering. The contractor has allowed to coordinate the balance of the design in consultation with the principle and BMA.
 - o Services Designs: The principle has provided a design for tender purposes. It is the contractor choice to use this design or value manage their own.
 - o Sports Fields: the provided by a reputable D&C turnkey contractor with proven experience in the works
- Where there is a conflict in this schedule and other technical documents the superior requirement (as determined by the superintendent) shall apply
- Geotechnical report provided in the tender documents. Contractor has made for all allowance outlined in the reports. Any additional testing required for the works is the contractor responsibility.
- Provide dilapidation report prior to commencement. Closure report to be provided at time of practical completion (site photos, date location and general description)
- Submit for approval a Construction Management Plan prior to the commencement of work, as a minimum standard the CMP must include;
 - o Digital marked up plan (Bluebeam or similar)
 - o Vehicle access
 - o Temporary storage
 - o Amenities
 - o Parking
 - o Access via lot 172
 - o Protection for adjoining properties

Note: No construction / personal access is permitted via Latitude Boulevard. All access is via Chapel Rd.
- Submit detailed construction programme and staging plan. Updated regally

Annexures to the Amended AS 4902-2000 General conditions of contract

- Provide site access for development and sales team
- Provide organisation chart of project team
- Facilitate monthly PCG meetings including provision for detailed PCG report
- Accommodate any of the Principle's contractors onsite. Provide inductions and clear access to their work areas
 - The Principle has its own landscaping team that will be responsible for the soft landscaping. The contractor is to allow reasonable access to the areas to ensure all landscaping completion which coincides with construction programme.
- Coordinate and manage regular design meetings
- Design documents to be submitted for review and comment prior to the commencement of work. CAD files and design licence to be provided to Principle
- The contractor is responsible for the management of all sediment and erosion control.
- Samples require for approval prior to procurement
- The contractor is to allowed for the supply and installation of the keying system in accordance with the Principles Master keying schedule.
- All handover material is to be delivered to the principle 2 weeks prior to practical completion. Practical completion will not be satisfied without this condition being met. The final content and format is to be approved by the principle and will generally include but not be limited to;
 - Indexed folders of all handover materials (hard and electronic)
 - Schedule of materials, plant and equipment with corresponding warranties
 - Preventative maintenance program
 - Touch up paint: Sample pots (500ml) for every paint colour, labelled.
 - Floor Coverings: Provide a reasonable amount of spare (carpet, tiles, vinyl and the like)
 - Spares to be located in the maintenance shed on completion.
- Construction utilities; water, sewer and power are the contractor's responsibility
- Progress claims to be supplied in an approved format. Generally trade broken into percentage complete

4. Authorities

- Allow for all Authority and Utility costs & coordination for the works under contract including;
 - Any costs associated with water connection into club
 - All plumbing approvals
 - Gas supply
 - NBN
- The contractor is responsible for obtaining Building approval and final certificate of classification. All scope associated with achieving these approvals is the contractor's responsibility.

5. Metering

- For internal monitoring purposes provide the following;
 - Water Meters: Standard pulse meter connection into the electricity meter
 - Electrical Meters: Metering Dynamics – 3 phase meter

6. Sustainability

- Contractor to complete energy efficiency reporting

- Provision for Solar is in accordance with the Ashburner and Francis design document (Folder 3.4)

7. Electrical & Communications

- Lighting to be provided in accordance with the EMF lighting schedule
- Lighting control in accordance with EMF's schedules
- Communications; contractor to provide the active communications equipment to the health-hub building including;
 - Communication cabinet
 - Supply, install of ONT
 - MATV
 - Fibre reticulation from existing network

8. Mechanical

Mechanical generally in accordance to the minimum requirements prescribed in EMF's design

9. Works by others

- Irrigation
- Golf chipping area
- Soft landscaping
- Work excluded in the below site plan

10. Principle preferred contractors

- Security: Automated Security (Darren 0400 400 100)
- Communications: Bundaberg Home Theatre and AV (Tony 0437 512 464)

11. Contractual Arrangement

11.1. Structure

Description	Procurement Type	Amount
Trade Costs	Provisional Amount	[REDACTED]
Preliminaries	Fixed Lump Sum	[REDACTED]
Margin	Fixed Lump Sum	[REDACTED]

11.2. Definitions

11.2.1. Trade Costs

Trade costs are defined as summary of trade lettings provided in PBS Tender Submission_Latitude 25 Health Hub (6th December 2019). Trade Costs exclude preliminaries and Margin
Trade Costs include;

Annexures to the Amended AS 4902-2000 General conditions of contract**TRADE SUMMARY**

Description	Job %	Total
Ground Works	0.57%	17,105.40
Pool Construction (Incl Hoist)	23.16%	608,000.00
Bowls (Incl Roof) & Tennis Courts	21.04%	634,712.47
Concrete Supply	0.05%	28,550.00
Concrete Labour	1.35%	40,829.48
Reinforcement Supply	0.80%	23,994.17
Reinforcement Fix	0.21%	6,441.30
Masonry	1.05%	31,549.20
Structural Steel	5.47%	195,000.00
Structural Timber	2.02%	60,938.50
Roofing	4.88%	147,100.00
Cranage	0.18%	3,840.00
Aluminium Windows & Doors	1.15%	24,800.00
Ceilings & Partitions	6.11%	184,180.30
Joinery	0.15%	4,500.00
Doors	0.29%	8,660.00
Roof Access	0.14%	4,250.00
Metal Screens & Louvres	5.51%	166,253.91
Floor Finishes	0.85%	25,708.00
FF&E	0.90%	27,236.91
Tiling	1.55%	46,846.30
Painting	1.08%	32,538.00
Fixtures & Fittings	0.91%	9,214.00
Signage	0.28%	8,400.00
Hydraulics	4.17%	125,900.00
Electrical	5.35%	161,300.00
Mechanical	0.96%	29,000.00
Sauna (Provisional Sum)	0.66%	20,000.00

1.1.1. Preliminaries

Preliminaries cover all the contractors onsite /offsite operational and overhead costs. Including but not limited to;

Authority Fees & Charges
Project Insurances -
Bank Guarantee Charges - Surety Bonds
Survey Fees - Intrade costs
Temporary Offices & Sheds
Hoardings & Fences
Notice Board & Signs
Temporary Roads & Access
Make Good Council Roads & Paths
Temporary Hydraulic Services
Temporary Electrical Services
Site Communications
Temporary Telephone Installation
Mobile Phones - On cost with in staffing allocation
Photocopiers & Fax Machines
IT Costs
Plan Printing
Plant & Equipment
Cranage
Hoists & Builders Lift

Annexures to the Amended AS 4902-2000 General conditions of contract

Scaffolding
Freight & Transport
Plant Operating Costs
Operating Supplies
General Labour
Crane Crew
Hoist Operators
Watchman or Security Patrol
Interim Site Cleaning
Safety
Prototypes
Sundry Expenses
Council - Construction Safety Zone
Trade Package Bill of Quantities
Salaried Staff - Delivery Stage
Salaried Staff - Conversion Stage
Maintenance & Defect Liability

11.3 Reporting

Reporting to provide the development manager (DM) and team visibility on the trade cost throughout the delivery of the project. This will typically include;

- Visibility on trade vetting sheets
- Tender analysis on trade lettings
- Letting advices provided to DM for counter signing before commencement
- Reporting
 - Visibility on Project Status Report; R&O, JCD, Outstanding Commitments, movements, Monthly Project Valuation (MPV), cashflow, variations, ect.
 - Accounting reports as requested; JCD in Excel, Outstanding Commitments, MPV, Accruals (percentage of works complete).

Schedule 2: Contractors Clarifications

APPENDIX E



TENDER CLARIFICATIONS

- 1) Within this tender PBS has made allowance for a full sandwich type panel roof over the entire pool area.
- 2) Structural steel structure could present savings in using the above system with less steel being used no purlins or soffit structure and painting required.
- 3) PBS has allowed in the tender for the top of the line heat pump which if a lesser model is used could have savings of around \$30K
- 4) Within the tender PBS has allowed for further design consultants Structural, Hydraulic, and Access
- 5) PBS has made allowance in the tender for option 2 (Grille) at the Leisure Hut.
- 6) PBS has made no allowance in the tender for soil substitute beneath the bowls green if soils don't have the requirements for the playing field.
- 7) PBS has made no allowance other than the PS for the sauna which the market is suggesting another \$10k for a sauna of 14m2
- 8) PBS tender has no allowance for a dilapidation report to be administered
- 9) PBS tender does not have allowance for the payment of the certifier this is to be addressed to Nikenbah Constructions and paid for.
- 10) PBS has made no allowance within the tender for any roof top plant.
- 11) PBS has made no allowance for the golf pitching greens.
- 12) PBS has allowed for the shade covers to only both ends of the bowls green to 12mtrs
- 13) PBS tender has no allowance for any gym equipment including any of the virtual golf equipment within the tenancy.
- 14) PBS tender has included within it for 69 no screw piles beneath the pool due to bad ground
- 15) PBS has not made any allowance for any fire equipment at this stage as there is no documentation at the time of tender.
- 16) PBS has excluded any cost associated with Q Leave.
- 17) PBS has excluded any BA requirements from council for the pool.
- 18) PBS has allowed for only 2 x TV within the gym area.
- 19) PBS has excluded any master keying to the buildings
- 20) PBS has only included the 5 tile choices and excluded TILE 6 from the tender.
- 21) PBS has made no allowance for any fly screens or fly screen doors.
- 22) PBS has made no allowance to connect to the clubhouse BMS
- 23) PBS has made allowance for a security system within the buildings inclusive of access controls
- 24) PBS has made allowance for the sandstone rock wall landscaping and turf area outside of the sauna only, no irrigation has been allowed for. All other landscaping by others.
- 25) PBS has allowed to maintain sediment controls and access to site as detailed within the management plan for the duration.
- 26) PBS has allowed to use Fujitsu air conditioning within the building with 4 only external; units mounted at ground level.
- 27) PBS has made no allowance for solar panels to be installed.
- 28) PBS has made no allowance for any upgrade associated with existing utilities.
- 29) PBS has made no allowance for any rain water tanks for water storage.
- 30) PBS has made no allowance for the removal from site of excess spoil, location for stock pile of soil to be nominated by the client. No allowance has been made for any environmental treatment to this soil once stockpiled, this will be the responsibility of the client.
- 31) PBS has made no allowance for any costs associated with the Architect updating drawings once structural engineering has been achieved.
- 32) PBS has allowed for As-Built drawings on completion.

LATITUDE 25 – HEALTH HUB, RECREATIONAL FACILITIES & EXTERNAL WORKS

Schedule 3: Document Transmittal

3.0 DOCUMENT TRANSMITTAL	File Name	Date Modified
3.1 Development Conditions & Responsibility	MCU-1S10S2 - Amended Decision Notice	1/04/2019
	DA Responsibility Matrix	1/04/2019
3.2 Operational Works Approvals	Decision Notice - Engineers Plus Pty Ltd - OPW18 0098 - MCU-141052 - Operational Works - Civil Works - 174-206 Chapel Road Nikenbah QLD 46SS	13/02/2019
3.3 Project Document Transmittal	NSD-TRANS-000160 300120 - Lat 25	30/01/2020
3.4 Sustainability & Environmental	19-0282 E01-E01	27/08/2019
	19-0282 E02-E02	27/08/2019
	19-0282 E03-E03	27/08/2019
	19-0282 E04-E04	27/08/2019
	19-0282 E05-E05	27/08/2019
	19-0282 E06-E06	27/08/2019
	19-0282 E07-E07	27/08/2019
	19-0282 E08-E08	27/08/2019
	19-0282 E09-E09	27/08/2019
	19-0282 E10-E10	27/08/2019
	E19-0282_1 Electrical Solar PV Installation Specification Issue 3	27/08/2019
	E19-0282_2 Electrical Solar PV Network Protection & Export Control Specification Issue 4	27/08/2019
3.5 Survey	160423_C0006_Lot_Calcs_Overall_with_Contours.x483617.dwg	1/04/2019
	160423_C0006_RV_Park_Orig_Boundaries_with_Contours_A3.x483611	1/04/2019
	160423_C0006_The_Springs_Lot_Calcs_Overall_with_Contours_a1.x483612	1/04/2019
	160606_C0006_RV_Park_Contours_with_Boundaries.x483616.dwg	1/04/2019
	Initial_Subdivision.x483613	1/04/2019
	IS2S8288.x483614	1/04/2019
	Lot_Calcs.x483615	1/04/2019
3.6 Marked Up Drawings	EMF Electrical mark-up 071119	7/11/2019
3.7 Manufactured Homes Act (empty)		
3.8 Initial Geotechnical Investigations	H13996 Latitude 25 Lifestyle Community Stage 2 off Chapel Road Proposed Pool Area 28.10.19	7/11/2019
	Soil Test - Latitude 2S - Gym & Swimming Pool	22/10/2019
	Wellness Centre - Pad - Imported Fill - Layer 1 - 17.04.19 (002)	24/04/2019
3.9 Communications	Lat25 - Line Diagram rev1.0	24/07/2019
	Latitude 2S Security line drawings	5/11/2019
3.10 Bowls	Commercial in Confidence - Sports Courts & Bowls Precinct Proposal Edited	7/11/2019
		7/11/2019
3.11 Key System	Copy of Key Matrix Latitude 25	5/11/2019
3.12 Health Hub Fly Through	190919 Health Hub	19/09/2019

Annexures to the Amended AS 4902-2000 General conditions of contract

3.13 Bowls Shade Structure	171110-Hervey Bay Bowling Green Shade Structures.v1	22/07/2019
3.14 Program	Health Hub - Development Program	7/11/2019
3.15 Contract	Formal Instrument of Agreement AS4902 - 23 February 2018	28/06/2018
3.16 Golf Simulator (FYI ONLY)	Golfers Lounge Ballarat2 GolfSim Australia Pricelist 2017(1) GolfSim Triple screen Melbourne Trugolf HD Simulator	

(i) A new Transmittal: [NSD-TRANS-000160] - has been issued

Project: Latitude 25 - Nikenbah RV
 From: Kylie Waldock - Nikenbah Constructions
 Subject: Health Hub - Contract Transmittal
 Reason for Transmittal:
 Contract docs for Health Hub and sporting facilities

Updated Documents:

Drawing No.	Revision	Title	Status	
Architectural > Health Hub				
AR 1-2-0-00	(T1)	Health Hub - COVER SHEET	For Tender	pdf
AR 1-2-1-00	(T1)	Health Hub - OVERALL SITE PLAN	For Tender	pdf
AR 1-2-1-01	(T1)	Health Hub - PART SITE PLAN	For Tender	pdf
AR 1-2-2-01	(T1)	Health Hub - FLOOR PLAN	For Tender	pdf
AR 1-2-2-02	(T1)	Health Hub - REFLECTED CEILING PLAN	For Tender	pdf
AR 1-2-2-03	(T1)	Health Hub - ROOF PLAN	For Tender	pdf
AR 1-2-2-04	(T1)	Health Hub - SLAB SETOUT PLAN	For Tender	pdf
AR 1-2-2-05	(T1)	Health Hub - WALL TYPE - SETOUT PLAN	For Tender	pdf
AR 1-2-3-01	(T1)	Health Hub - EXTERNAL ELEVATIONS - SHEET 1	For Tender	pdf
AR 1-2-3-02	(T1)	Health Hub - EXTERNAL ELEVATIONS - SHEET 2	For Tender	pdf
AR 1-2-3-11	(T1)	Health Hub - BUILDING SECTIONS - SHEET 1	For Tender	pdf
AR 1-2-3-12	(T1)	Health Hub - BUILDING SECTIONS - SHEET 2	For Tender	pdf
AR 1-2-3-13	(T1)	Health Hub - BUILDING SECTIONS - SHEET 3	For Tender	pdf
AR 1-2-3-14	(T1)	Health Hub - BUILDING SECTIONS - SHEET 4	For Tender	pdf
AR 1-2-3-15	(T1)	Health Hub - BUILDING SECTIONS - SHEET 5	For Tender	pdf
AR 1-2-3-21	(T1)	Health Hub - STAIR SECTIONS	For Tender	pdf
AR 1-2-4-01	(T1)	Health Hub - INTERNAL FITOUT PLANS - ELEVATIONS - SHEET 1	For Tender	pdf
AR 1-2-4-02	(T1)	Health Hub - INTERNAL FITOUT PLANS - ELEVATIONS - SHEET 2	For Tender	pdf
AR 1-2-4-03	(T1)	Health Hub - INTERNAL FITOUT PLANS - ELEVATIONS - SHEET 3	For Tender	pdf
AR 1-2-5-01	(T1)	Health Hub - DETAILED WALL SECTIONS - SHEET 1	For Tender	pdf
AR 1-2-5-02	(T1)	Health Hub - DETAILED WALL SECTIONS - SHEET 2	For Tender	pdf
AR 1-2-5-03	(T2)	Health Hub - DETAILED WALL SECTIONS - SHEET 3	For Tender	pdf
AR 1-2-5-04	(T1)	Health Hub - DETAILED WALL SECTIONS - SHEET 4	For Tender	pdf




Annexures to the Amended AS 4902-2000 General conditions of contract

Drawing No.	Revision	Title	Status	
AR 1-2-5-05	(T1)	Health Hub - DETAILED WALL SECTIONS - SHEET 5	For Tender	pdf
AR 1-2-6-01	(T1)	Health Hub - TYPICAL DETAILS	For Tender	pdf
AR 1-2-6-02	(T1)	Health Hub - TYPICAL GLAZING DETAILS - SHEET 1	For Tender	pdf
AR 1-2-6-03	(T1)	Health Hub - TYPICAL GLAZING DETAILS - SHEET 2	For Tender	pdf
AR 1-2-6-04	(T1)	Health Hub - TYPICAL WALL - ROOF DETAILS - SHEET 1	For Tender	pdf
AR 1-2-6-05	(T1)	Health Hub - MISCELLANEOUS DETAILS	For Tender	pdf
AR 1-2-6-11	(T1)	Health Hub - SCREEN DETAILS - SHEET 1	For Tender	pdf
AR 1-2-7-01	(T1)	Health Hub - JOINERY - KIT OF PARTS	For Tender	pdf
AR 1-2-7-02	(T1)	Health Hub - WET AREA DETAILS	For Tender	pdf
AR 1-2-8-01	(T1)	Health Hub - DOOR - WINDOW SCHEDULES	For Tender	pdf
AR 1-2-8-02	(T1)	Health Hub - WINDOW WALL SCHEDULE	For Tender	pdf
AR 1-2-9-01	(T1)	Health Hub - 3D VIEWS	For Tender	pdf
HH - APEN. A	(T2)	Health Hub - Appendix A - Internal Finishes Schedule	For Tender	pdf
HH - APEN. B	(T2)	Health Hub - Appendix B - External Finishes Schedule	For Tender	pdf
HH - APEN. C	(T1)	Health Hub - Appendix C - Fixtures - Fittings Schedule	For Tender	pdf
HH - APEN. D	(T1)	Health Hub - Appendix D - Door Hardware Schedule	For Tender	pdf
HH - APEN. E	(T1)	Health Hub - Appendix E - Paint Systems Schedule	For Tender	pdf
HH - APEN. F	(T1)	Health Hub - Appendix F - Waterproofing Schedule	For Tender	pdf
HH - ARCH. SPEC.	(T1)	Health Hub - Architectural Specification	For Tender	pdf
Civil				
Stage 1-702	(4)	Stage 1 - Pathways - Layout - Sheet 2	For Construction	pdf
Stage 1-704	(3)	Stage 1 - Pathways - Layout - Sheet 4	For Construction	pdf
Stage 1-705	(1)	Stage 1 - Pathways - Layout - Sheet 5	For Construction	pdf
Stage 1-708	(1)	Stage 1 - Pathways - Layout - Sheet 8	For Construction	pdf
Stage 1-709	(2)	Stage 1 - Pathways - Layout - Sheet 9	For Construction	pdf
Stage 1-721	(4)	Stage 1 - Pathways - Setout - Sheet 2	For Construction	pdf
Stage 1-722	(3)	Stage 1 - Pathways - Longitudinal Sections - Sheet 1	For Construction	pdf
Stage 2-401	(2)	Stage 2 - Stormwater Drainage - Layout - Sheet 1	For Construction	pdf
Stage 2-422	(2)	Stage 2 - Stormwater Drainage - Longitudinal Sections - Sheet 2	For Construction	pdf
Electrical				
E-SCH-001	(1)	ELECTRICAL SERVICES CIRCUIT AND LUMINAIRE SCHEDULE	For Tender	pdf
E01	(0)	Title Page, Drawing Schedule and Legend	For Information	pdf
E02	(2)	SITE PLAN - PART 1	For Tender	pdf
E23	(3)	CLUBHOUSE SWITCHBOARD SCHEMATIC	For Construction	pdf
E30	(5)	WELLNESS CENTRE POWER LAYOUT	For Tender	pdf
E31	(4)	WELLNESS CENTRE LIGHTING LAYOUT	For Tender	pdf
LAT18354-E101	(D)	ELECTRICAL SCHEDULES	For Construction	pdf
Mechanical				
M51	(3)	WELLNESS CENTRE LAYOUT	For Tender	pdf
ME-SCH-001	(0)	MECHANICAL SERVICES EQUIPMENT SCHEDULE	For Tender	pdf

AS 4902—200031

Annexures to the Amended AS 4902-2000 General conditions of contract

Drawing No. Revision
ME-SPEC-001 (1)

Title	Status
MECHANICAL SERVICES SPECIFICATION	For Construction pdf



Schedule 4: Contract

4.0 CONTRACT	File Name	Date Modified
	Formal Instrument of Agreement & Amended AS 4902-2000 - Health Hub - 30 Jan 2020	30/01/2020

Schedule 5: Schedules & Specifications

5.0 SCHEDULES & SPECIFICATIONS	File Name	Date Modified
5.1 Specification	HH - ARCH.SPEC._T1_health-hub-architectural-specification	7/11/2019
5.2 Internal & External Finishes	AR 1-2-8-01_T1_health-hub-door-window-schedules	7/11/2019
	AR 1-2-8-02_T1_health-hub-window- wall-schedule	7/11/2019
	AR 1-2-9-01_T1_health-hub-3d-views	7/11/2019
	HH - APEN.C_T1_health-hub-appendix-c-fixtures-fittings-schedule	7/11/2019
	HH - APEN.D_T1_health-hub-appendix-d-door-hardware-schedule	7/11/2019
	HH - APEN.E_T1_health-hub-appendix-e-paint-systems-schedule	7/11/2019
	HH - APEN.F_T1_health-hub-appendix-f-waterproofing-schedule	7/11/2019
	HH - APEN.A_T1_health-hub-appendix-a-internal-finishes-schedule	29/01/2020
	HH - APEN.B_T1_health-hub-appendix-b-external-finishes-schedule	29/01/2020
5.3 Metering	Metering Dynamics	28/06/2018

AS 4902—2000
(Incorporating Amendment No. 1)

Australian Standard™

**Amended from General conditions
of contract for design and construct**

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Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
AUSTROADS
Construction Industry Engineering Services Group
Construction Policy Steering Committee
Electricity Supply Association of Australia
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AS 4902—2000
(Incorporating Amendment No. 1)

Australian Standard™

General conditions of contract for design and construct

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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB/3, General Conditions of Contract.

This Standard incorporates Amendment No. 1 (March 2005). 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 is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

AS 4902—2000 *General conditions of contract for design and construct*, is a part of the suite of conditions of contract based on AS 4000—1997 *General conditions of contract*.

This Standard covers the following types of project procurement methods:

- (a) design and construct;
- (b) design development and construct; and
- (c) design, novate and construct.

If the project procurement method chosen by the Principal is:

- (a) 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;
- (b) 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;
- (c) 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 20 stating which subcontract (including consultant's agreement) or selected subcontract is to be novated to the Contractor.

Subclauses 8.6 and 29.2, prefixed by *, are optional, and may be omitted in the Contract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of the document by striking out these subclauses or indicating clearly in clause 1 of Annexure Part E or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating deletions in Annexure Part E.

WARNINGS

- (1) Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than WUC) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 16A (Insurance of the Works), 16B (Professional indemnity insurance) and 17 (Public liability insurance).

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

- (2) 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 consider whether that design should form part of the preliminary design.

- (3) The risk allocation, drafting, interpretation and construction of this Standard are interrelated. Users who alter the Standard do so at their own risk and should obtain specialist advice as to whether it is suitable for a particular project.
- (4) Contractors should ensure that they satisfy the requirements of payment for unfixed plant and materials.
- (5) 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.

CONTENTS

Clause	Title	Page
1	Interpretation and construction of Contract	6
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VARIATION APPROVAL

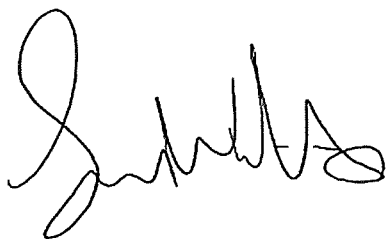
Date 07/10/20 Variation Number HCV#002
Project Number 1-00.LAT25
Project Name Latitude 25 RV Park – Heath Hub
Principal Nikenbah Constructions Pty Ltd
Contractor PBS Building
Contract Date 12 Feb 2020

In accordance with clause 36 of the conditions of contract the following variation has been approved and the contract sum adjusted.

VARIATION ;

Upgrade to Grillex package
PBS Variation Claim HCV#002 (dated 26/08/20)

Total Variation	\$18,744.00
Profit & Overhead – 10% builders margin	\$1,874.40
Net Adjustment (Excl.GST)	\$20,618.40



Signed by the Development Manager on behalf of Principal

Ryan Williams - Development Manager

Nikenbah Constructions Pty Ltd

PRACTICAL TASK #1.



PHONE 1800 025 025
EMAIL info@latitude25.com.au
ADDRESS 45 Spring Way, Nikenbah QLD 4655
www.latitude25.com.au

PAYMENT CERTIFICATE

Date 7/10/2020 Progress Claim Number: 008

Project Number 1-00.LAT25

Project Name Latitude25 - Health Hub

Principal The Trustee of Nikenbah Constructions Unit Trust

Contractor PBS Building (QLD) Pty Ltd

Contract Date 12th February 2020

This is to certify that in accordance with the terms of the contract between the Principal and the Contractor, there is due and payable to the contractor sum of Six hundred and Ninety-four thousand, One hundred and Twenty-four dollars, and Thirty-one cents after receipt by the Principal of the original payment claim from the Contractor.

CONTRACT SUMMARY

Original Contract Sum	\$	
Variations (to date)	\$	
Total Contract Sum (Excl GST)	\$	

Estimated Value of Works	\$	
Margin	\$	-
Less Retention Held	\$	-
Sub total	\$	
Less Previously Claimed	\$	

Subtotal This Certificate excl GST	\$	
GST	\$	
Total Including GST	\$	

Signed by the Development Manager on behalf of Principal
Ryan Williams
Development Manager
Nikenbah Constructions Pty Ltd

HAVE THE
TIME OF YOUR LIFE
AT HERVEY BAY'S
NEW LIFESTYLE
COMMUNITY