

FORMAL INSTRUMENT OF AGREEMENT FOR CONTRACT

AGREEMENT made the 19th day of July 2022

PARTIES
of Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)
Ground Floor, 131 Leichardt Street
Spring Hill QLD 4000
(the *Principal*)

AND
of **McNab Developments (QLD) Pty Ltd**
12 Neil Street
Toowoomba QLD 4350

(ABN: 63 118 748 548)
(QBCC Licence No: 1094350)
(the *Contractor*)

RECITALS:

- A. The *Principal* is undertaking the **Rockpool RAC (Pelican Waters) located on Lot 90 on SP316217 Spitfire Banks Drive, Pelican Waters QLD 4551** (the *project*).
- B. The *Principal* has agreed to engage the *Contractor* to carry out design and construction work in connection with the *project* upon and subject to the terms and conditions set out in this *Contract*.

OPERATIVE PROVISIONS:

1 Definitions:

In this formal instrument of agreement defined terms have the same meaning as in the General Conditions of Contract.

2 Completion of WUC

The *Contractor* shall undertake all *WUC* and otherwise perform all of its obligations in accordance with this *Contract*.

3 Payment to Contractor

The *Principal* shall pay the *Contractor* in accordance with the *Contract*.

4 The contract sum

The *contract sum* is: \$34,267,400.00 (Thirty Four Million Two Hundred and Sixty-Seven Thousand and Four Hundred Dollars and Zero Cents) (excluding GST)

5 Contract documents and order of precedence

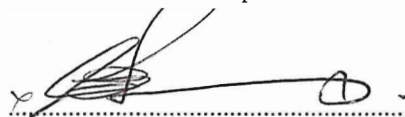
The *Contract* is comprised of the following documents and in the case of any ambiguity, discrepancy or inconsistency the documents will apply in the order of precedence as listed:

- (a) This Formal Instrument of Agreement;

- (b) General Conditions of Contract;
- (c) Annexure Part A - General Conditions;
- (d) Annexure Part R - Clarifications;
- (e) Annexure Part E - Approvals Responsibility Matrix;
- (f) Annexure Part B - Principal's Project Requirements;
- (g) Annexure Part C - Document Register;
- (h) Annexure Part D - GMP Cost Plan; and
- (i) The other Annexures contained within Part F to Part LI(not otherwise listed above), appended to the General Conditions of Contract.

EXECUTED as an agreement

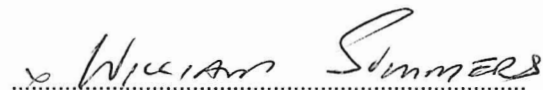
EXECUTED by Rockpool RAC Pelican Waters Pty)
 Ltd ACN 652 472 010 in accordance with)
 section 127 of the Corporations Act:)



 Signature of Director



 Signature of Director/Secretary

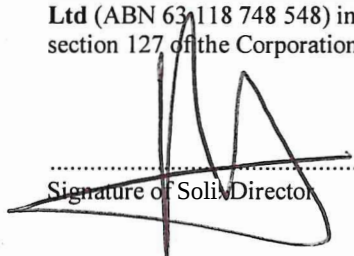


 Name of Director



 Name of Director/Secretary

EXECUTED by McNab Developments (QLD) Pty)
 Ltd (ABN 63 118 748 548) in accordance with)
 section 127 of the Corporations Act:)



 Signature of Sole Director



 Name of Sole Director

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General conditions of contract for design and construct

1 Interpretation and construction of Contract

In the *Contract*, except where the context otherwise requires:

<i>Additional Obligation Documents</i>	has the meaning given to it in clause 11B;
<i>adverse weather event</i>	is limited to the following weather events at the <i>site</i> '. (a) a BOM 'named' cyclone; or (b) a major flood event;
<i>Agreed D&C Margin</i>	means the fixed percentage as set out in <i>Item 12E</i> of Annexure Part A of the <i>GMP Preliminaries</i> and the total <i>Base Costs</i> incurred by the <i>Contractor</i> in carrying out <i>WUC</i> which the <i>Contractor</i> may charge to cover all <i>Margin</i> of the <i>Contractor</i> ,'
<i>Approvals</i>	means certificates, licences, consents, permits, approvals and requirements of <i>Authorities</i> having jurisdiction in connection with the carrying out of <i>WUC</i> ;
<i>Approvals Responsibility Matrix</i>	Means the schedule contained within Annexure Part E
<i>Asbestos</i>	has the meaning given to it in the <i>Work Health And Safety Law</i> and includes asbestos mineral fibres and asbestos containing or affected materials;
<i>Authority</i>	means any government department or agent or a municipal, public or statutory authority or any local government;
<i>Base Costs</i>	means all costs necessarily and properly incurred by the <i>Contractor</i> in carrying out <i>WUC</i> but excluding the: (a) <i>Agreed D&C Margin</i> ; (b) <i>Excluded Costs</i> ; (c) <i>GMP Preliminaries</i> ; and (d) <i>Excluded Trade Costs</i> .
<i>BIF Act</i>	means the <i>Building Industry Fairness (Security of Payment) Act 2017</i> ;
<i>bill of quantities</i>	means a document named therein as a bill of quantities issued to tenderers by or on behalf of the <i>Principal</i> , stating estimated quantities of <i>work</i> to be carried out;
<i>Building</i>	means the buildings and other improvements to be erected on the land the subject of the <i>Works</i> ;
<i>business day</i>	means a day which is not: (a) a Saturday or Sunday; or (b) a public holiday, bank holiday or special holiday in Queensland; or (c) a day occurring on or within the period of 22 December to 10 January;

Certificate of Classification	means a certificate of classification defined in the <i>Building Act 1975</i> (Qld) and its associated regulations;
certificate of practical completion	has the meaning in subclause 34.6;
claim	includes any right, claim, action, suit, demand, damages, charge, expense, cost (legal or otherwise) or liability whether actual or potential and whether or not currently known or made, of a party against another party whether in negligence, tort, restitution, contract, for breach of statutory duty or otherwise (and 'claims' has a corresponding meaning);
compensable cause	means: (a) any act, default or omission of the <i>Superintendent</i>, the <i>Principal</i> or its consultants, agents or <i>separate contractors</i> (not being employed by the <i>Contractor</i>) (excluding the matters stated in <i>Item 28</i> of Annexure Part A); or (b) those listed in <i>Item 31</i> of Annexure Part A;
construction program	has the meaning in clause 32;
construction plant	means appliances and things used in the carrying out of WUC but not forming part of <i>the Works</i> ;
consultant	means any person engaged by the <i>Contractor</i> to perform consultancy services in connection with WUC and includes any <i>Principal's</i> consultant whose prior contract is novated to the <i>Contractor</i> under subclause 9.4;
Contract	has the meaning in clause 6;
contract sum	means the sum of the following: (a) the <i>Base Costs</i>; (b) the <i>Agreed D&C Margin</i>; (c) the <i>provisional sums</i>; (d) the <i>GMP Preliminaries</i>; (e) the <i>Development Management Fee</i>, and (f) the <i>Excluded Trade Costs</i> capped at the <i>GMP</i> ;
Contractor	means the person bound to carry out and complete WUC;
Contractor's design obligations	means all tasks necessary to manage the coordination of the design, including design engaged by the <i>Contractor</i> and the <i>Principal Retained Consultants Works</i> to design and specify <i>the Works</i> required by the <i>Contract</i> , including preparation of the <i>design documents</i> and, if the documents stated in <i>Item 10</i> Annexure Part A as describing the <i>Principal's Project Requirements</i> include a <i>preliminary design</i> , developing, correcting and completing the <i>preliminary design</i> ;
Contractor Reliance Information	means the factual data included in the documents in <i>Item 16A</i> of Annexure Part A (and excludes any opinion, recommendation or interpretation set out in those documents whether or not based on the factual data);

Data	for the purpose of subclause 11.8, includes data, information, records, reports, and notices;
date for practical completion	means: (a) where <i>Item 7(a)</i> of Annexure Part A provides a date for <i>practical completion</i>, the date; (b) where <i>Item 7(b)</i> of Annexure Part A provides a period of time for <i>practical completion</i>, the last day of the period, but if any <i>EOT</i> for <i>practical completion</i> is directed by the <i>Superintendent</i> or allowed in any arbitration or litigation, it means the date resulting therefrom;
date of Contract Execution	means the date which appears on the Instrument of Agreement or if no date appears on the Instrument of Agreement, then the date the <i>Contract</i> is entered into by the parties;
date of practical completion	means: (a) the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or (b) where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;
deed of guarantee, undertaking and substitution	has the meaning in subclause 5.6;
Deed of Release and Waiver	means the deed of release and waiver in the form set out in Annexure Part O;
defects	has the meaning in clause 35 and includes omissions;
defects liability period	has the meaning in clause 35;
design documents	means the drawings, specifications and other information, samples, models, patterns and the like required by the <i>Contract</i> and created (and including, where the context so requires, those to be created by the <i>Contractor</i>) for the construction of the <i>Works</i> ;
Development Approval	means the Sunshine Coast Council Development Approval Notice MCU21/0230 dated 27 October 2021 for LOT 90 SP 316217 which is included in the Document Register Annexure Part C,
Development Management Fee	means the one off fixed amount as set out in <i>Item 121</i> payable by the <i>Principal</i> in the first payment claim;
direction	includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
dispute	has the meaning in clause 42;

- Emissions and Energy Data** has the meaning given to it in subclause 11.8(c);
- Environmental Harm** has the meaning given to it in the *Environmental Protection Act 1994* (Qld);
- EOT (from 'extension of time')** has the meaning in subclause 34.3;
- excepted risk** has the meaning in subclause 14.3;
- Excluded Costs** are:
- (a) costs, expenses, damages or liabilities arising out of or which are incurred to mitigate the effect of:
 - (i) any negligent act or omission of the *Contractor*, its employees, agents or *subcontractors*;
 - (ii) any breach of *Contract* by the *Contractor*';
 - (iii) breach by the *Contractor* of any contract or arrangement between the *Contractor* and any third party (including any of the *Contractor's subcontractors*)';
 - (iv) breach by any of the *Contractor's subcontractors* of any subcontract;
 - (v) breach by the *Contractor*, its employees, agents or *subcontractors* of any legislative requirement;
 - (vi) claims by third parties in connection with any breach by the *Contractor* or any of its *subcontractors*, or the agents or employees of any of them, of any intellectual property rights; or
 - (vii) any claims against the *Contractor* in tort or similar claims by third parties (including any of the *Contractor's subcontractors*);
 - (b) income tax or other tax payable by the *Contractor* in respect of income or capital gains of the *Contractor* or any third party (including any of the *Contractor's subcontractors*);
 - (c) costs and expenses for which the *Contractor* has been reimbursed by any insurer, the *Contractor's subcontractors* or any third party; or
 - (d) costs and expenses for which the *Contractor* would have been reimbursed by any insurance policy had the *Contractor* maintained the policy in accordance with the *Contract* and complied with its terms;
 - (e) costs and expenses for which the *Contractor* would have been entitled to be reimbursed by any insurer, the *Contractor's subcontractors* or third party contractors, had the *Contractor* used its reasonable endeavours to recover such costs or expenses;
 - (f) amounts by which costs and expenses will be, or have been, rebated, refunded or discounted;

- (g) any amounts in respect of which the *Contractor* indemnifies, or is obliged to indemnify, the *Principal* under the *Contract*,
- (h) any amounts which the *Contract* expressly provides are to be incurred at the cost of the *Contractor* or are payable by the *Contractor* to the *Principal* under the *Contract*,
- (i) any other amounts which are described in the *Contract* as *Excluded Costs*,

Excluded Trade Costs Trade Packages which do not form part of the sharing mechanism or open book tendering under subclauses 2A, 2B and *Item 12D* and are limited to the Scope of Works as identified in Annexure Part L.

final certificate has the meaning in subclause 37.4;

final payment has the meaning in clause 37;

final payment claim means the final payment claim referred to in subclause 37.4;

fit for purpose means:

- (a) to the extent the *Principal's Project Requirements* specifies the requirements for any component of *the Works*, when those requirements have been satisfied; and
- (b) to the extent the *Principal's Project Requirements* do not specify the requirements for any component of *the Works*, when *the Works* are capable of functioning and being used for their stated purposes as specified in this *Contract*,

force majeure means any event or circumstance (or combination of events and circumstances) which is beyond the reasonable control of the party affected (***affected party***) which causes or results in default or delay in the performance by the *affected party* of any of its obligations under the *Contract* and which the *affected party* could not have reasonably been expected to have prevented, avoided or overcome exercising *good industry practice* including:

- (a) a physical natural disaster including fire, flood, lightning or earthquake;
- (b) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law or confiscation by order of any *Government Agency*,
- (c) pandemic, epidemic or quarantine restriction by order of a *Government Agency*;
- (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any *Authority*; or
- (f) national or state-wide strikes, lockouts, industrial or labour disputes, work bans, blockades or picketing

provided that they are not caused by, or directed solely at, the *affected party*, its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) or its *subcontractors*,

- GMP or guaranteed maximum price*** means the aggregate limit on amounts payable by the *Principal* to the *Contractor* for *WUC* as stated in *Item 12C* of Annexure Part A and comprising the sum of *Item 12E*, *12G* & *12H* (as adjusted in accordance with this *Contract*)-,
- GMP Base Costs*** means the *GMP* amount listed at *Item 12C* less:
 (a) the *Agreed D&C Margin* listed at *Item 12E*
 (b) the *GMP Preliminaries* listed at *Item 12H*
 (c) the *Development Management Fee* listed at *Item 12I*
 (d) the *Excluded Trade Costs* listed at *Item 12J*
 (as adjusted in accordance with this *Contract*)-,
- GMP Preliminaries*** means the fixed preliminary costs listed at *Item 12H* (as adjusted in accordance with this *Contract*)-,
- GMP Savings*** means the amount calculated by subtracting the *Base Costs* from the *GMP Base Costs*.;
- good industry practice*** means the standards (including any relevant Australian Standard), practices, policies, methods, acts and procedures generally followed or approved by relevant industries and contractors in Australia with respect to *WUC* and *the Works*, and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent, experienced, competent and skilled design, procurement, construction, testing and commissioning contractors for a project of a similar nature to the *WUC*;
- Government Agency*** any government, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, statutory or other authority, local council, tribunal, agency or entity or minister of the Crown in any part of the world;
- inclement weather allowance*** means zero *inclement weather days*;
- inclement weather day*** means the existence of rain, hail, snow, high wind, severe dust storm, extreme high temperature, poor air quality or any combination thereof, including its effects, at any place where *WUC* is being performed, by virtue of which it is otherwise either not reasonable or safe for the *Contractor* or its *subcontractors* or employees exposed thereto to continue working whilst the same prevail, including having regard to the reasonable requirements for and limitations in relation to the safe operation of plant and equipment;
- intellectual property right*** means any patent, registered design, trademark or name, copyright or other protected right;
- Item*** means an *Item* in Annexure Part A;

Key Personnel	means each person specified in Annexure Part P and any persons replacing those persons in accordance with the Contract;
latent condition	has the meaning in subclause 25.1;
legislative requirement	includes: (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where <i>WUC</i> or the particular part thereof is being carried out; (b) <i>Approvals</i> (c) fees and charges payable in connection with the foregoing;
Margin	means an amount on account of offsite and onsite overheads and administrative and corporate and other like costs and profit;
Pandemic	means the outbreak of a disease or virus (whether at a global, regional or local level) and includes a declared or undeclared epidemic and pandemic (including the pandemic known as COVID-19);
Pandemic Delay Event	means any actual delay, disruption, shutdown, failure to progress the Works, or similar associated disturbance and any repercussions caused, contributed to or stemming from a Pandemic whether directly or indirectly, including: (a) lack of available human resources by the Contractor or the Contractor's officers, employees, subcontractors or agents; (b) the effects of any quarantine, shutdown or lockdown of the site or the Works (including any such quarantine, shutdown or lockdown as a result of a directive, order, restriction, prohibition, ban or guidance imposed or recommended by any Authority, industry body, union, the Principal or the Principal's officers, employees, subcontractors or agents); (c) lack of available material, equipment, components, goods or supplies and inability to procure such material, equipment, components, goods or supplies; and (d) delays caused by port closures or other such embargos, whether affecting or suffered by the Contractor or the Contractor's officers, employees, subcontractors or agents.
payment claim	means a claim for a <i>progress payment</i> made by the Contractor in accordance with the <i>Contract</i> and includes a 'payment claim' for the purposes of the <i>BIF Act</i> ,
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth);
practical completion	is that stage in the carrying out and completion of <i>WUC</i> when: (a) <i>the Works</i> are complete except for minor defects: (i) which do not prevent <i>the Works</i> from being <i>fit for purpose</i>;; (ii) which the <i>Superintendent</i> determines the Contractor has reasonable grounds for not promptly rectifying; and

- (iii) the rectification of which will not prejudice the convenient use of *the Works*;
- (b) *the Works* comply with all conditions of the *Development Approval*, which are the responsibility of the Contractor;
- (c) *the Works* (including all glass and flooring) have been cleaned;
- (d) the Contractor has obtained all Approvals which are the responsibility of the Contractor for the Works to be used for its intended purposes and delivered copies to the Principal, including a Certificate of Classification
- (e) 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;
- (f) the *Contractor* has provided all sections of maintenance, operating and training manuals and other information required by the *Contract* as may be necessary or desirable for:
 - (i) the good, safe and efficient operation and maintenance of *the Works*; and
 - (ii) all items of plant and equipment incorporated in *the Works*,

and sufficient to eliminate the possibility of incorrect operation or use or handling such that manufacturers or *subcontractor's* warranties or guarantees would be adversely affected, reduced or rendered void;
- (g) documents and other information required under the *Contract* which, in the *Superintendent's* opinion, are essential for the use, operation and maintenance of *the Works* have been supplied;
- (h) the *Contractor* has provided to the *Superintendent* each of the documents listed in *Item 18A* of Annexure Part A;
- (j) the *Contractor* has successfully completed, to the satisfaction of the *Superintendent*, all commissioning required by the *Contract*;
- (k) the *Contractor* has removed all cranes, scaffolding, plant and equipment, hoardings, builder's sheds and building debris rubbish and surplus material from the *site*;
- (l) all *subcontractor's* warranties as may be set out or referred to in the *Principal's Project Requirements* have been so provided as required under the *Contract*;
- (m) all draft 'as-constructed' drawings, warranties, guarantees and manuals have been provided in accordance with the *Contract* including a complete set of specifications and drawings prepared by or on behalf of the *Contractor* (and copies of drawings in CAD format). Final copies of the above documents to be provided by the *Contractor* within 28 days of receipt of the *Principals* comments.

- (n) a contact list for all consultants, certifiers, head contractor staff, subcontractors and suppliers; and
 - (o) any other conditions which the *Contract* requires be satisfied prior to *practical completion*, have been satisfied.
- preliminary design** means the documents stated in *Item 11* of Annexure Part A;
- prescribed notice** has the meaning in subclause 41.1;
- Principal** means the Principal stated in *Item 1* of Annexure Part A;
- Principal's Project Requirements** means the *Principal's* written requirements for *the Works* described in the documents stated in *Item 10* of Annexure Part A which:
- (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 *Item 10* of Annexure Part A, shall include a *preliminary design*.
- Principal Retained Consultants** means the consultants listed at *Item 11A*
- Principal Retained Consultants Works** means all design, documentation, and performance by the *Principal Retained Consultants* that would be required to satisfy the *Contractor's* obligations under the *Contract* had the *Principal Retained Consultants* been retained by the *Contractor*.
- Principal Supplied Material** Means *Principal* supplied documents which are not specified in the Formal Instrument of Agreement as comprising part of the *Contract*
- progress certificate** has the meaning in subclause 37.2 and, for the purposes of subclauses 11D, includes a payment schedule issued pursuant to the *BIF Act*,
- progress payment** means a payment to which the *Contractor* is entitled to claim in accordance with the *Contract* (including clause 11D and clause 37) and includes a 'progress payment' for the purposes of the *BIF Act*,
- provisional sum** has the meaning in clause 3 and includes monetary sum, contingency sum and prime cost item;
- public liability policy** has the meaning in clause 17;
- qualifying cause of delay** means:
- (a) any act, default or omission of the *Superintendent*, the *Principal* its consultants, agents or *separate contractors* (not being employed by the *Contractor*) (excluding the matters stated in *Item 28* of Annexure Part A);
 - (b) not used;
 - (c) delay by an *Authority* except to the extent it is caused or contributed to by any act or omission of the *Contractor* or its *subcontractors*,

- (d) a national or state wide strike that affects the work under the *Contract*, except to the extent that it is caused or contributed to by the *Contractor* or concerns the employees or subcontractors of the *Contractor*,
- (e) an *adverse weather event*,
- (f) a *latent condition* notified in accordance with Clause 25;
- (g) a *variation* pursuant to Clause 36 but excluding any *variations* described in Clause 36.3 for which the *Contractor* has no claim or which are issued at the *Contractor's* request for its convenience;
- (h) a change in *legislative requirements* occurring after the date of *Contract Execution*', or
- (i) an *inclement weather day*, but only to the extent the total *inclement weather days* claimed under the *Contract* would exceed the *inclement weather allowance* (and for the avoidance of doubt, only the *inclement weather days* in excess of the *inclement weather allowance* shall be a *qualifying cause of delay*).
- (j) a direction by an authority in response to the *Pandemic* that results in all WUC being suspended or delayed;
- (k) a delay or disruption which has adverse effect on the supply of equipment or materials required for the carrying out of WUC caused as a direct result of the *Pandemic Delay Event*,
- (l) any delay to the supply of materials, plant or equipment required for the performance of WUC which is not caused or contributed by a breach by the *Contractor* of this *Contract*, but only if the delay to the supply cannot be reasonably overcome (having regard to differences in cost, quality and lead times) by the *Contractor* using other sources; and
- (m) a *Force Majeure Event*

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 means:

- (a) cash;
- (b) retention moneys;
- (c) bonds or inscribed stock or their equivalent issued by a national, state or territory government;
- (d) interest bearing deposit in a bank carrying on business at the place stated in *Item 9(c)* of Annexure Part A;
- (e) an approved unconditional undertaking (the form in Annexure Part F is approved) or an approved performance

undertaking given by an approved financial institution or insurance company; or

- (f) other form approved by the party having the benefit of the security;

Security Interest includes any mortgage, pledge, encumbrance, lien or charge or any security or preferential interest or arrangement of any kind. It includes:

- (a) anything which gives a creditor priority to other creditors with respect to any asset;
- (b) any assignment by way of security, hypothecation, option, lease, trust or assignment;
- (c) retention of title;
- (d) any 'security interest' under the *PPSA*; and
- (e) any agreement to create or give an arrangement to effect any of the above;

selected subcontract work has the meaning in subclause 9.3;

selected subcontractor has the meaning in subclause 9.3;

Separate Contractors has the meaning in subclause 24.2B;

separable portion means a portion of *the Works* identified as such in the *Contract* or by the *Superintendent* pursuant to clause 4;

site means the lands and other places to be made available and any other lands and places made available to the *Contractor* by the *Principal* for the purpose of the *Contract*,

subcontractor includes a *consultant*,

Superintendent means the person stated in *Item 5* of 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 an individual appointed in writing by the *Superintendent* under clause 21;

survey mark in clause 26 means a survey peg, benchmark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring *WUC*;

temporary works means *work* used in carrying out and completing *WUC*, but not forming part of *the Works*;

test has the meaning in subclause 30.1 and includes examine and measure;

the Works means the whole of the *work* to be carried out and completed in accordance with the *Contract*, including *variations* provided for by the *Contract*, which by the *Contract* is to be handed over to the *Principal*;

- variation** has the meaning in clause 36;
- work** includes the provision of materials;
- Work Health and Safety Law** means any *legislative requirement*, principles of law or equity established by decisions of Australian Courts or requirements of persons acting in the exercise of statutory powers relating to health and safety, including the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld);
- Work Health and Safety Requirements** means:
- (a) any *Work Health and Safety Law*; and
 - (b) the requirements of:
 - (i) *Additional Obligation Documents*,'
 - (ii) the *Contractor's* management plans (including work methodology statements and the like;
 - (iii) any manufacturer's recommendations associated with any equipment or materials to be used for the purposes of carrying out *WUC* or to be installed as part of *WUC* (including, without limitation, the *Equipment*)',
 - (iv) industry standards, codes, practices and guidelines; or
 - (v) any other provisions of the *Contract*, relating to health and safety;
- WUC (from 'work under the Contract')** means the *work* which the *Contractor* is or may be required to carry out and complete under the *Contract* and includes *variations*, *remedial work*, *construction plant* and *temporary works*, and like words have a corresponding meaning.
- In the *Contract*:
- (a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporate;
 - (b) time for doing any act or thing under the *Contract* shall, if it ends on a Saturday, Sunday or Statutory or Public Holiday, be deemed to end on the day next following which is not a Saturday, Sunday or Statutory or Public Holiday, but nothing in this paragraph (b):
 - (i) affects or limits the operation of clauses 31 and 31A; and
 - (ii) applies to the *date for practical completion* (including any separate *dates for practical completion* for any separable portion)',
 - (c) clause headings and subclause headings shall not form part of, nor be used in the interpretation of, the *Contract*,'
 - (d) 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;

- (e) communications between the *Principal*, the *Superintendent* and the *Contractor* shall be in the English language;
- (f) measurements of physical quantities shall be in legal units of measurement of the jurisdiction in *Item 8* of Annexure Part A;
- (g) unless otherwise provided, prices are in the currency in *Item 9(a)* of Annexure Part A and payments shall be made in that currency at the place in *Item 9(b)* of Annexure Part A;
- (h) the law governing the *Contract*, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in *Item 8* of Annexure Part A;
- (i) unless expressly stated otherwise in the *Contract*, the rights and remedies under any indemnity or otherwise provided under the *Contract* are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy;
- (j) each indemnity in the *Contract* is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of the *Contract*. It is not necessary for a party to incur expense or to make payment before enforcing a right of indemnity under the *Contract*. A party must pay, as a debt due and payable, on demand any amount it must pay under an indemnity in the *Contract*', and
- (k) any amount which the *Contractor* is expressly liable to pay or reimburse to the *Principal* under the *Contract* will be a debt due and payable to the *Principal* in the time expressly provided or otherwise on demand.

2 Nature of Contract

2.1 Performance and payment

The *Contractor* shall carry out and complete *IVUC* in accordance with the *Contract* and directions authorised by the *Contract*.

The *Contract* applies to *WUC* whether commenced before, on or after the *date of Contract Execution*.

The *Principal* shall pay the *Contractor* the contract sum. In no circumstances will the amount payable by the *Principal* for *IVUC* exceed the *GMP*.

2.1A Acknowledgment by Contractor

Without limiting any other provision of this Contract, the *Contractor* acknowledges and agrees that the *GMP* together with any additions or deductions to the *GMP* expressly provided for by the Contract:

- (a) includes all costs, expenses, fees, customs, duties and charges incurred by the Contractor in performing its obligations under the Contract;
- (b) includes all items of work under the Contract required to complete the project, (procurement, supply of any labour, materials or other necessary items);
- (c) includes all services and utilities such as electricity, gas, internet, phone and water as defined in the *Principal's Project Requirements*;
- (d) will not be subject to any rise and fall in costs of materials or labour or otherwise, or any other adjustment for any reason other than that allowed under the Contract; and
- (e) subject to subclause 11.2, includes the costs of compliance with Legislative Requirements and Approvals for which the Contractor is responsible under this Contract and payment of associated costs, charges and fees to obtain such Approvals

2.2 Contractor's warranties

Without limiting the generality of subclause 2.1, the *Contractor* warrants to the *Principal* that:

- (a) the *Contractor*'.
 - (i) at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of *WUC*;
 - (ii) has examined the *preliminary design* and that such *preliminary design* is consistent with the *Development Approval* unless noted otherwise in the *Principal's Project Requirements*;
 - (iii) shall carry out and complete the *Contractor's design obligations* to accord with the *Principal's Project Requirements* and, if subclause 9.4 applies, accept the novation and retain the *Principal's* consultants for any work the subject of a prior contract with the *Principal*', and
 - (iv) shall carry out and complete *WUC* in accordance with the *design documents* so that *the Works*, when completed, shall:
 - (A) be *fit for purpose*;
 - (B) comply with all the requirements of the *Contract*'; and
 - (C) comply with all laws and *legislative requirements* and the *Development Approval*'; and
 - (D) satisfy the *Principal's Project Requirements*.
 - (n) shall carry out and complete *WUC* in such a way so that *the Works* are capable of satisfying, and at *practical completion* do not adversely impact on the *Principal's* ability to satisfy, the accreditation and registration requirements under the *Aged Care Act 1997* (Cth) and the Aged Care Principles under the *Aged Care Act 1997* (Cth);
 - (vi) shall, as part of the *Contractor's Design Obligations*, ensure that an appropriately skilled, experienced and qualified person, acceptable to the Superintendent, at all time supervises and co-ordinates:
 - (A) the design and specification of the *Works*;
 - (B) the carrying out of the *Contractor's Design Obligations*; and
 - (C) the construction of the works in accordance with the *Design Documents*.
- (b) subject to clause 9, the *consultants* identified in the *Contractor's* tender or the *Contract* are suitably qualified and experienced.

2.2A Warranties Unaffected

- (a) The *Contractor* acknowledges that the warranties in Clause 2.2 and the *Contractor's Design Obligations* shall remain unaffected notwithstanding:
 - (i) that the *Contractor* has entered into a novation of any prior contract between the *Principal* and a *consultant* of the *Principal* and thereafter has retained that *conszdtant* in connection with the work under the *Contract*',
 - (ii) any receipt or review of, or comment on, the *design documents* by the *Superintendent*',
- (b) The *Contractor* agrees it shall not be entitled to any Claim for:
 - (i) carrying out WUC, completing the *Works* and preforming its obligations under the *Contract* except as expressly set out in this *Contract*', and
 - (ii) any risk arising out of or in connection with carrying out WUC, completing the *Works* and performing its obligations under the *Contract* for which the *Contractor* is not expressly relieved from accepting liability for or is not expressly entitled to either or both payment and *EOT* for under the *Contract*.

2.2B Acknowledgements

- (a) The *Principal* and *Contractor* acknowledge and agree that:
 - (i) the warranties in Clause 2 are in addition to any other warranties contained in the *Contract* or by law;
 - (ii) the warranties in Clause 2 are separate and independent and shall not be limited by reference to each other;
 - (iii) the *Principal* and the *Contractor* have relied on the warranties when entering into this *Contract*; and
 - (iv) except as the *Contract* may expressly allow, in no circumstances will any difficulties or problems the *Contractor* may have in satisfying the requirements of the *Contract* entitle the *Contractor* to:
 - (1) any relief from its obligations to complete the *Works* or otherwise perform its obligations in accordance with the *Contract*;
 - (2) Claim from the *Principal* any adjustments to the *Contract Sum* or costs, expenses, damages, liabilities;
 - (3) other amounts of whatever nature by way of damages or otherwise; or
 - (4) invalidate, limit, restrict, prejudice or in any way derogate from the obligations, warranties and liabilities of the *Contractor* under the *Contract* including (without limitation) the *Contractor's* obligations, warranties and liabilities in respect of design of the *Works*.

The *Contractor* warrants that the documents which comprise the *Contract* have been fully reviewed by the *Contractor* and that the *Contractor* is satisfied that the documents which comprise the *Contract* have been presented in a manner appropriate and contain a level of detail sufficient to allow the *Contractor* to complete the WUC at the *GMP*.

2.2C Breach of warranty

Any breach of the warranties set out in Clause 2 will be a substantial breach under Clause 39.

2.3 Principal warranties

The Principal warrants:

- (a) that design work (including the *preliminary design*) has been carried out by or on behalf of the *Principal* in accordance the *Principal's Project Requirements*;
- (b) the design work (including the preliminary design) is free from any errors, inconsistencies, omissions or inadequacy save that the *Principal* does not warrant errors, inconsistencies, omissions or inadequacy which ought reasonably to be identified by a competent contractor following written acceptance by the *Contractor* of for construction documentation in accordance with this subclause; and
- (c) the *Principal Retained Consultants* will carry out and complete the *Contractor's design obligations* as they relate to the *Principal Retained Consultants Works*.

2.4 Schedule of rates - no adjustment to the contract sum

Unless the *Contract* expressly provides otherwise, no *schedule of rates* shall form part of the *Contract* and the *Contractor* will not be entitled to any adjustment to the *contract sum* or other claim whatever in connection with the *schedule of rates* (including any error, omission, discrepancy or ambiguity) and subclause 2.5 shall not apply. Any *schedule of rates* set out in *Item 12A* of Annexure Part A may be referred to by the *Superintendent* for:

- (a) purposes provided for in subclause 36.4; and
- (b) certifying payments under subclause 37.2.

2A Open Book and Records

- (a) The *Contractor* must ensure that any costs payable by the *Principal* under the *Contract* (including, without limitation, the *Base Costs*) are supported by all appropriate documentation to the satisfaction of the *Superintendent* on an 'open book' basis and such documentation is available at all times for inspection and audit in accordance with Clause 2A(b) - (e).
- (b) The *Contractor* shall make and keep and shall ensure all *subcontractors* make and keep accurate records of its tender and of *WUC* including but not limited to books of account, invoices, receipts or other documents in connection with any claim made by it pursuant to the *Contract*, documents referred to in any conditions of tender, design calculations, tender estimates, calculations and make ups, records as to progress of the works, diary records of daily tasks, complete photographic records, quality system documents and record, manning and equipment records, results of the examination and testing of any work or materials, quality assurance records and reports, cost to date records, costs to complete calculations, time records, all cost records relating in any way to delays, variations and day works, all consultants reports and opinions obtained by the *Contractor* in relation to the matters referred to in this Clause 2A and all necessary supporting documents invoices records and related financial statements whether in writing or stored on any other medium, including, without limitation, any electronic medium.
- (c) The *Principal* and the *Superintendent* (and their respective nominees) shall have the right to inspect and copy at any time any records referred to in Clause 2A(b) (including, without limitation, any records stored on any electronic medium). The *Contractor* shall not be entitled to refuse inspection of any record other than on the basis that legal professional privilege attaches to the record.
- (d) The *Principal*, the *Superintendent* or the *Principal's* appointed external auditor may (at the *Principal's* own cost), at any time, undertake an audit of the *Contractor's* books to ensure that all information provided by the *Contractor* is complete and accurate and

the *Contractor* must cooperate and assist in performing such functions under this clause (including providing access to hardware and software, facilities and personnel). The *Principal*, the *Superintendent* and any external auditor must have access to the *Contractor's* books on an 'open book' basis in connection with any claim made by it pursuant to the *Contract*.

- (e) The *Principal*, the *Superintendent* and any external auditor may take copies of all records when carrying out the audit.

2B Share of GMP Savings

Each of the *Principal* and the *Contractor* agree to the following:

- (a) the difference between the adjusted *GMP Base Costs* and the *Base Costs* shall be known as the *GMP Savings*;
- (b) within 28 days after the *date of practical completion*, the *Superintendent* will determine the *GMP Savings*; and
- (c) the *Contractor's* share of any *GMP Savings* (as set out in *Item 12D* of Annexure Part A) will be payable by the *Principal* to the *Contractor* within 5 business days after the date of determination of any *GMP Savings* by the *Superintendent* under sub-paragraph (b).

2C Principal Retained Consultants

- (a) The *Principal* shall engage and retain the *Principal Retained Consultants* for the duration of the *Contract* and ensure the *Principal Retained Consultants* carry out and complete the *Principal Retained Consultants Works*.
- (b) Upon request by the *Contractor*, the *Principal* or *Superintendent* must promptly direct the *Principal Retained Consultants* to make any amendments or alterations or additions to the *Principal Retained Consultants Works* ("the Original Design Works") as reasonably required by the *Contractor*. Such a request by the *Contractor* may include substitution of materials, products or the provision of further design details to achieve the *Contractor's* cost or programming objectives, provided in complying with such a request the *Principal Retained Consultants Works* remain compliant with the *Principal's Project Requirements*.
- (c) The *Superintendent* may reject the *Contractor's* request in paragraph (b) of this clause and direct the *Contractor* pursuant to clause 36.1 to carry out the "Original Design Works" as a *variation*.

For the avoidance of doubt, any costs, losses, or expenses suffered or incurred by the *Contractor* as a result of an act, default or omission by the *Principal*, *Superintendent* or the *Principal Retained Consultants* to perform their obligations in accordance with this clause will be a deemed variation to be valued in accordance with clause 36.4.

3 Provisional sums

A *provisional sum* included in the *Contract* shall not itself be payable by the *Principal* but where pursuant to a *direction* the work or item to which the *provisional sum* relates is carried out or supplied by the *Contractor*, the work or item shall be priced by the *Superintendent*, and the difference shall be added to or deducted from the *contract sum*.

Where any part of such work or item is carried out or supplied by a *subcontractor*, the *Superintendent* shall allow the amount payable by the *Contractor* to the *subcontractor* for the work or item, disregarding:

- (a) any damages payable by the *Contractor* to the *subcontractor* or vice versa; and

(b) any deduction of cash discount for prompt payment, plus an amount for profit and attendance calculated by using the percentage thereon stated in *Item 13* of Annexure Part A or elsewhere in the *Contract*, or, if not so stated, as assessed by the *Superintendent*.

The *Contractor* shall:

- (c) provide the *Superintendent* with the *Contractor's* estimate of the likely cost of the carrying out or supply by the *Contractor* of the work or item to which a *provisional sum* relates when requested by the *Superintendent*', and
- (d) comply with the reasonable *directions* of the *Superintendent* in respect of the subcontracting or procurement of the work or item to which a *provisional sum* relates.

4 Separable portions

Separable portions may be directed by the *Superintendent*, who shall clearly identify for each, the:

- (a) portion of *the Works*',
- (b) *date for practical completion*',
- (c) respective amounts for *security*, bonus, liquidated damages and delay damages; and
- (d) any other matters that are capable of being completed in the relevant *separable portions* section of Annexure Part A.

The interpretations and application of the terms:

- (e) *the Works*',
- (f) *date for practical completion*',
- (g) *date of practical completion*',
- (h) *practical completion*',
- (i) *defects liability period*',
- (j) *contract sum*', and
- (k) insurance.

and clauses 9.6, 14.1, 27, 30.1, 34, 35, 36.1 and 36.5 shall apply separately to each *separable portion* and references therein to *the Works* and to *WUC* shall mean so much of *the Works* and *WUC* as is comprised in the relevant *separable portion*.

5 Security

5.1 Provision

Security shall be provided in accordance with *Item 14* or *15* of Annexure Part A. All security shall be held subject to the provisions of the *Contract*.

The date on which a *payment claim* may be made does not occur until the *Contractor* has provided *security* (other than retention moneys) in accordance with this clause.

5.2 Recourse

The *Principal* shall not convert the *security* into cash unless expressly entitled under the *Contract*.

The *Principal* may utilise the *security* to pay for any costs, expenses or damages which the *Principal* has incurred as a consequence of any act or omission of the *Contractor* which the

constitutes a breach of the *Contract* or any unlawful or negligent act or omission or any *insolvency event* in respect of the *Contractor*.

5.3 Change of security

The *Contractor* may by written notice of the *Principal* request permission to substitute the form of *security*. The *Principal* must not unreasonably refuse a request under this clause. If permission is granted to the extent that another form of *security* is provided, the *Principal* shall promptly release and return the balance of the remaining original *security*.

5.4 Reduction and release

Upon the later of the issue of the *certificate of practical completion* or the provision by the *Contractor* of all of the documents set out in *Item 18A* of Annexure Part A, a party's entitlement to *security* (other than in *Item 14(e)* of Annexure Part A) shall be reduced by the percentage or amount in *Item 14(f)*, *14(g)* or *15(d)* of Annexure Part A as applicable, and the reduction shall be released and returned within 14 days to the other party.

The *Principal's* entitlement to *security* in *Item 14(e)* of Annexure Part A shall cease 14 days after incorporation into the *Works* of the plant and materials for which that *security* was provided.

A party's entitlement otherwise to *security* shall cease 14 days after *final certificate*.

Upon a party's entitlement to *security* ceasing, that party shall release and return forthwith the *security* to the other party.

5.5 Trusts and interest

Except where held by an *Authority*, any portion of *security* (and interest earned thereon) which is cash or retention moneys, shall be held in trust for the party providing them until the *Principal* or the *Contractor* is entitled to receive them.

Interest earned on *security* not required to be held in trust shall belong to the party holding that *security*.

5.6 Not used

5.7 Stamp Duty on Security

The party providing *security* shall pay, or reimburse the other party for the payment of, any stamp duty assessed on the *security*.

5.8 No Payment until Security Lodged

The *Contractor* may not make any claim for payment and, to the maximum extent permitted by law, the *Principal* is not liable to pay any amount to the *Contractor* until the *Contractor* has fully complied with its obligations to lodge *security* under subclause 5.1.

5.9 Financier's Requirements

The *Contractor* acknowledges that the *Principal* may enter into any arrangement with one or more financiers ('*Financier*'), and the *Financier* may be providing funding in respect of the *Works* and as a condition of doing so a *Financier* may take *security* over this *Contract* or any

of the Principal's rights under or in connection with this Contract or the Works. The Contractor may not object to a Financier taking such security.

The Contractor agrees to execute, when requested by the Principal, the agreement contained within Annexure Part Q with a Financier forming part of a Financier's security arrangements containing terms reasonably required by a Financier.

6 Evidence of Contract

Until a formal instrument of agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the *Contract*. If such *Contract* requires a formal instrument of agreement, the *Principal* shall, within 14 days of the *date of Contract Execution*, send it in duplicate for execution by the *Contractor*. Within 14 days after receiving them, the *Contractor* shall (if they are correct) properly execute both copies and return them.

Within 14 days after receiving them, the *Principal* shall execute both copies, have them stamped as necessary and send one copy to the *Contractor*.

The *Superintendent* may extend the time under this clause by written notice to the parties.

7 Service of notices

7.1 Method of service

A notice under this *Contract* must be given by:

- (a) hand;
- (b) mail; or
- (c) email, except for notices and other documents pursuant to clauses 37.4, 39, 41 and 42, and the *BIF Act*.

7.2 BIF Act notices

Where a notice or other documents is given pursuant to the *BIF Act*, it must be served at the address set out in *Item 15A* of Annexure Part A.

The *Contractor* must immediately notify the *Principal* and the *Superintendent* in writing upon serving a notice or other documents under the *BIF Act*.

7.3 Deemed service

A notice (and other documents) shall be deemed to have been given and received:

- (a) if addressed or delivered to the relevant address in the *Contract* or last communicated in writing to the person giving the notice; and
- (b) on the earliest date of:
 - (i) actual receipt;
 - (ii) confirmation of correct transmission of fax;
 - (iii) 5 days after posting; or
 - (iv) in the case of email, when the email is sent to that person's email address. For the purposes of this subclause, an email is not sent to a person's email address if the sender:
 - (A) receives any communication to the effect that the email is undeliverable or undelivered to the recipient's email address; or

- (B) transmits or attempts to transmit any email that is a file size greater than that set out in *Item 15B of Annexure Part A*.

Any notice given to the *Contractor's* representative (identified in a notice to the *Superintendent* under clause 22) shall be deemed to have been given to the *Contractor*.

A notice received after 5.00pm shall be deemed to have been given and received on the next *business day*.

Any notice given to the *Principal* must also be copied simultaneously via email to the *Superintendent*.

8 Contract documents

8.1 Discrepancies

Figured shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out *WUC*, that party shall give the *Superintendent* written notice of it. Subject to clause 5 of the *Formal Instrument of Agreement*, the *Superintendent*, thereupon, and upon otherwise becoming aware, shall direct the *Contractor* as to the interpretation and construction to be followed.

With the exception of *Principal Retained Consultants Works* the *Contractor* shall bear the cost of compliance with a *direction* under this subclause to the extent that any inconsistency, ambiguity or discrepancy in the *design documents* or between the *design documents* and the *Principal's Project Requirements* necessitates the *direction*.

If compliance with any other *direction* under this subclause causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum* however the *Contractor* shall not be entitled to any variation for discrepancies in documentation which ought reasonably to be identified by a competent contractor following written acceptance by the *Contractor* of for construction documentation in accordance with this subclause.

8.2 Principal-supplied documents

The *Principal* shall supply to the *Contractor* the documents and number of copies thereof, both stated in *Item 16 of Annexure Part A*.

They shall:

- (a) remain the *Principal's* property and be returned to the *Principal* on written demand; and
- (b) not be used, copied nor reproduced for any purpose other than *WUC*.

8.2A Principal Supplied Material

- (a) The *Contractor* acknowledges and agrees that except to the extent that this Clause otherwise provides:
 - (i) any *Principal Supplied Material* has been or will be provided only for the *Contractor's* convenience;
 - (ii) has not been and will not be relied upon by the *Contractor* for any purpose (including entering into the Contract or performing its obligations under the Contract);
- (b) the *Principal* does not:

- (i) assume any responsibility or duty of care in respect of the *Principal Supplied Material*, or
- (ii) warrant, guarantee or make any representation:
 - (A) as to the accuracy, completeness or adequacy of the *Principal Supplied Material* for the purposes of the Contract; and
 - (B) that all relevant or related information held by it has been provided by way of *Principal Supplied Material* or otherwise;
- (c) the Principal shall not be liable to the Contractor in contract, tort, equity, under statute or otherwise arising from or in connection with the *Principal Supplied Material*, the provision of the *Principal Supplied Material* or the non-provision of any other information by the Principal;
- (d) the Contractor shall not be entitled to any Claim arising from or in connection with the inaccuracy, incompleteness or inadequacy, the non-provision of or any action or inaction taken by it in respect to any *Principal Supplied Material* or other information; and
- (e) the Contractor must not rely upon (or allow any other person to rely upon) the *Principal Supplied Material* or other information for or in connection with the carrying out of work under the Contract until it has satisfied itself as to the accuracy, completeness and adequacy of the *Principal Supplied Material*.
- (f) The Contractor may rely on the factual content (as distinct from the interpretive content) of the documents described in Item 16A.

8.3 Contractor-supplied documents

The Contractor shall supply to the Superintendent the documents (including the *design documents*) and number of copies at the times or stages stated in Item 17 of Annexure Part A.

Other documents and information required by the Contract, unless elsewhere stated in the Contract, shall be supplied not less than 14 days before the -work described in the documents is commenced and shall be in a form satisfactory to the Superintendent.

If the Contractor submits a document (including a *design document*) to the Superintendent, then except where the Contract otherwise provides:

- (a) the Superintendent shall not be required to check that document for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the Contract', and
- (b) if the Contract requires the Contractor to obtain the Superintendent's direction about that document, the Superintendent shall give, within the time stated in Item 18 of Annexure Part A, the appropriate *direction*, including reasons if the document is not suitable.

A *direction* by the Superintendent to vary anything in the *design documents* shall be a *variation* to WUC only to the extent that the *design documents*, before such *variation*, complied, or would have complied, with the *Principal's Project Requirements*.

Copies of documents supplied by the Contractor shall be the Principal's property and may be used or copied for any purpose for which the Principal is entitled to use intellectual property in those documents, including for construction, use, maintenance, upgrade or alteration of the Works or otherwise dealing with the Works or WUC.

Notwithstanding any other provision of the Contract, the parties agree to the following:

- (a) if the Superintendent determines that the documents and information (including *design documents*) provided by the Contractor in accordance with the Contract are not suitable

(or do not otherwise comply with the *Contract*) then, within the time stated in *Item 18* of Annexure Part A, the *Superintendent* may issue a written direction to the *Contractor* that the documents and information (including *design documents*) are not suitable (or do not otherwise comply with the *Contract*)',

- (b) if the *Superintendent* directs the *Contractor* that the documents and information (including *design documents*) are not suitable (or do not otherwise comply with the *Contract*) in accordance with paragraph (a), the *Superintendent* must provide reasons (in writing) to the *Contractor*- why the documents and information (including *design documents*) are not suitable (or do not otherwise comply with the *Contract*)',
- (c) where the *Principal* directs the *Contractor* that the documents and information (including *design documents*) are not suitable (or do not otherwise comply with the *Contract*) in accordance with paragraph (b), the *Contractor* must (at its cost), within the time stated in the *Contract* (or if no time is stated in the *Contract*, within the time stated in *Superintendent's* written direction), submit new or amended documents and information (including *design documents*) for the *Superintendent's* further review and direction pursuant to paragraph (a); and
- (d) the provisions of paragraphs (a) to (c) will apply to the new or amended documents and information (including *design documents*) as if the new or amended documents and information (including *design documents*) had been provided by the *Contractor* on the date of re-submission.

8.3A Comment, approval on review

Without limiting any other Clause, any approval, comment or review by the *Principal* or the *Superintendent* in relation to any work under the *Contract* (including any document or other thing submitted by the *Contractor* to the *Superintendent* for approval) is for contract management purposes only and does not relieve, limit, reduce or exclude any of the *Contractor's* obligations or liability:

- (a) under this *Contract*',
- (b) as a contractor to the *Principal*, owing a duty of care to the *Principal*, or
- (c) to comply with the requirements of any *Legislative Requirements*.

8.4 Availability

The *Contractor* shall keep available to the *Superintendent* and the *Principal*'.

- (a) on site, one complete set of documents affecting *WUC* and supplied by a party or the *Superintendent*', and
- (b) at the place of manufacture or assembly of any significant part of *WUC* off site, a set of the documents affecting that part.

8.5 Confidential information

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

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 *final certificate* or earlier termination of the *Contract*. If so required by the *Contractor*, the *Principal* shall ensure that the *Superintendent* also enters into such an agreement.

Without limiting its other obligations under this clause, the *Contractor* must not:

- (a) disclose to any person; or
- (b) use for any purpose other than the carrying out of *WUC*,

any of the contents of the *Contract* or any other information obtained by the *Contractor* in the course of or in connection with it carrying out *WUC* unless:

- (c) the *Principal* has given its prior consent in writing; or
- (d) required by law.

The *Contractor's* obligations under this clause apply after the issue of a *final certificate* or termination of the *Contract* for any reason (whether or not the *Contractor* signs a separate agreement under this clause).

8.6 Media

The *Contractor* shall not disclose any information concerning the project for distribution through any communications media without the *Principal's* prior written approval (which shall not be unreasonably withheld). The *Contractor* shall refer to the *Principal* any enquiries from any media concerning the project.

The *Contractor* shall ensure the *Contractor*, its employees, its *subcontractors* and their employees:

- (a) direct all enquiries which it may receive in respect of *WUC*, *the Works*, the *site* or the *Principal* from the media, government officers or representatives of any outside organisations to the *Principal*, and
- (b) do not make any statements to the media, government officers or to outside organisations in respect of matters concerning *WUC*, *the Works*, the *site* or the *Principal* without the prior consent of the *Principal*.

8.7 Delivery of documents before practical completion

The *Contractor* must deliver to the *Superintendent* before *practical completion* each of the documents listed in *Item 18A* of Annexure Part A.

9 Assignment and subcontracting

9.1 Assignment

Neither party shall, without the other's prior written approval (including terms) assign the *Contract* or any payment or any other right, benefit or interest thereunder.

9.2 Subcontracting generally

The *Contractor* shall engage and retain the *consultants* identified in the *Contract*.

The *Contractor* shall not without the *Superintendent's* prior written approval (which shall not be unreasonably withheld):

- (a) subcontract or allow a *subcontractor* to subcontract any work described in *Item 19* of Annexure Part A; or
- (b) allow a *subcontractor* to assign a subcontract or any payment or any other right, benefit or interest thereunder.

With a request for approval, the *Contractor* shall give the *Superintendent* written particulars of the work to be subcontracted and the name and address of the proposed *subcontractor*. The *Contractor* shall give the *Superintendent* other information which the *Superintendent* reasonably requests, including the proposed subcontract documents without prices.

Within 14 days of the *Contractor's* request for approval, the *Superintendent* shall give the *Contractor* written notice of approval or of the reasons why approval is not given. For the avoidance of doubt, the *Superintendent* shall not be required to give the *Contractor* written

notice of approval or of the reasons why approval is not given, unless the *Contractor* has complied with its obligations under this clause.

Approval may be conditional upon the subcontract including:

- (c) provision that the *subcontractor* shall not assign nor subcontract without the *Contractor's* written consent;
- (d) provisions which may be reasonably necessary to enable the *Contractor* to fulfil the *Contractor's* obligations to the *Principal*,
- (e) provision that if the *Contract* is terminated by the *Principal* under clause 39.11 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 G.

For the purpose of effecting such novation only, 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

- (f) where the *subcontractor* is a *consultant*, provision that the *subcontractor* shall effect and maintain professional indemnity insurance on the same terms as are required under Items 24(c) and 24(d) of Annexure Part A.

9.3 Selected subcontract work

If the *Principal* has included in the *Contract* a list of one or more *selected subcontractors* for particular -work, the *Contractor* shall subcontract that -work to a *selected subcontractor* and thereupon give the *Superintendent* written notice of that *selected subcontractor's* name.

If no *subcontractor* on the *Principal's* list will subcontract to carry out the *selected subcontract work*, the *Contractor* shall provide a list for the written approval of the *Superintendent*.

The *Contractor* shall not terminate a subcontract with a *selected subcontractor* without the written approval of the *Superintendent* and as early as possible, the *Contractor* shall notify the *Superintendent* of the *Contractor's* request to terminate and the reasons for termination.

9.4 Not Used

9.5 Contractor's responsibility

Except where the *Contract* otherwise provides, the *Contractor* shall be liable to the *Principal* for the acts, defaults and omissions of *subcontractors* (including *selected subcontractors*) and employees and agents of *subcontractors* as if they were those of the *Contractor*.

Approval to subcontract shall not relieve the *Contractor* from any liability or obligation under the *Contract*.

10 Intellectual property rights

10.1 Warranties and indemnities

The *Principal* warrants that, unless otherwise provided in the *Contract*, the *Principal's* *Project Requirements*, design, materials, documents and methods of working, each specified in the *Contract* or provided or directed by the *Principal* or the *Superintendent* shall not infringe any *intellectual property right*.

The *Contractor* warrants that any other design, materials, documents and methods of working, each provided by the *Contractor*, shall not infringe any *intellectual property right*. Each party shall indemnify the other against such respective infringements.

10.2 Intellectual property rights granted to Principal

The Alternative in *Item 21* of Annexure Part A applies.

Alternative 1

The *Contractor* grants to the *Principal* an irrevocable licence to use the *design documents* for WUC. 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* and the copying of the documents for such purposes.

Alternative 2

Copyright and property in the *design documents* (and, as between the *Principal* and the *Contractor*, any part of the *preliminary design* produced under a prior contract between the *Principal* and a *Principal's* consultant novated under subclause 9.4) hereby vest in the *Principal*, and the *Principal* grants to the *Contractor* an irrevocable licence to use the *design documents* for WUC. Such vesting shall not extend to components of the design which have been developed by the *Contractor* for general use in the *Contractor's work* and have not been specially developed for incorporation in the *design documents*.

The *Contractor* shall do everything necessary to perfect such vesting.

The *Contractor* shall ensure that the *design documents* are used, copied and supplied only for the purpose of WUC.

11 Legislative requirements

11.1 Compliance

The *Contractor* shall satisfy all *legislative requirements* except those in *Item 22(a)* of Annexure Part A or directed by the *Superintendent* to be satisfied by or on behalf of the *Principal*.

The *Contractor*, upon finding that a *legislative requirement* is at variance with the *Contract* or the *Principal's Project Requirements*, shall promptly give the *Superintendent* written notice thereof.

11.2 Changes

If a *legislative requirement*:

- (a) necessitates a change:
 - (i) to the *Principal's Project Requirements*;
 - (ii) to the *Works*;
 - (iii) to so much of WUC as is identified in *Item 22(b)* of Annexure Part A;
 - (iv) being the provision of services by an *Authority* in connection with WUC; or
 - (v) in a fee or charge or payment of a new fee or charge;
- (b) comes into effect after the 14th day before the *date of Contract Execution* but could not reasonably then have been anticipated by a competent contractor; and
- (c) causes the *Contractor* to incur more or less cost than otherwise would have been incurred,

the difference shall be assessed by the *Superintendent* and the *GMP* shall be adjusted in accordance with clause 36.4.

11.3 Contractor to Obtain Approvals

The *Contractor* agrees the *Contractor* shall procure and pay for all certificates, licences, consents, permits and other approvals:

- (a) necessary for the lawful carrying out of *WUC*, or
 - (b) relating to the completion, occupation or use of *the Works*,
- other than the certificates, licences, consents, permits and other approvals expressly referred to in *Item 22(a)* of Annexure Part A.

11.4 Not used

11.5 ABN Withholding

- (a) Where the *Principal* may become obliged under any law or *legislative requirement* to withhold any amount on account of tax or other imposts from any amount payable to the *Contractor* under or in connection with the *Contract* unless certain conditions (including without limitation the provision by the *Contractor* of an Australian Business Number (*ABN*)) the *Principal* may withhold the amount required to be withheld under the law or *legislative requirement* until the *Principal* is satisfied in its reasonable opinion that all the relevant conditions have been satisfied.
- (b) If the *Principal* for any reason becomes liable to pay an amount referred to in paragraph (a):
 - (i) the amount paid by the *Principal* to any Commonwealth, State or Local Government department, body, instrumentality or other *Authority* shall be taken to have been paid by the *Principal* to the *Contractor* on account of and in satisfaction of amounts payable under the *Contract*, and
 - (ii) if the amount paid by the *Principal* exceeds any amounts payable by the *Principal* to the *Contractor* under the *Contract*, the amount of the excess shall be a debt due from the *Contractor* to the *Principal*.

11.6 Portable Long Service Leave Levy and other levies

The *Principal* shall pay all levies and fees required by any *legislative requirement* to be paid by a "principal" under a contract for construction or building work (including portable long service leave levy and workplace health and safety fee). The *Contractor* shall not be required to reimburse the *Principal* for such levies or fees irrespective of any other provision under this *Contract*.

11.7 Workplace Health and Safety

- (a) The *Contractor* must ensure that all *WUC* is carried out in accordance with *Work Health and Safety Requirements*.
- (b) Without limiting paragraph (a), the *Contractor* must at all times:
 - (i) discharge its duties under *Work Health and Safety Law*, and
 - (ii) ensure its officers, employees and agents, *subcontractors* and its *subcontractors'* officers, employees and agents (***Contractor's Personnel***) discharge their respective duties under *Work Health and Safety Law*,

in connection with *WUC*.

- (c) The parties agree:
- (i) subject to sub-paragraph (iii), the *Principal* appoints the *Contractor* as the "principal contractor" (as defined by *Work Health and Safety Law*) in respect of the construction project;
 - (ii) the *Contractor* accepts appointment under sub-paragraph (i);
 - (iii) the construction project in respect of which the *Contractor* is appointed "principal contractor" under sub-paragraph (i) includes:
 - (A) all *WUC*.
 - (iv) the *Principal* authorises the *Contractor* to:
 - (A) assume management and control of the *site*-, and
 - (B) carry out and discharge the duties given to the "principal contractor" under Chapter 6 of the *Work Health and Safety Regulation 2011* (Qld),

for the period during which the *Contractor* is the 'person in control' of the *site* (as referred to in paragraph (j) below), unless and to the extent that such authorisation is withdrawn by the *Principal* in writing prior to the end of that period.
- (d) The *Contractor* must ensure that the *Contractor* and *Contractor's Personnel*':
- (i) subject to sub-paragraph (c), comply with the *directions* of the *Principal*, *Superintendent* (or any other person nominated by the *Principal* as having the authority to give *directions* (***Principal's Nominee***)) in connection with health and safety;
 - (ii) consult fully with the *Principal*, *Superintendent* and *Principal's Nominee* in respect of:
 - (A) any matter relevant to health and safety; and
 - (B) without limiting sub-paragraph (A), how *WUC* can be undertaken in a way which prevents or minimises all risks to health and safety of all persons including identifying potential hazards associated with *WUC*,
 - (iii) comply strictly with the *Work Health and Safety Requirements*,
 - (iv) throughout the period of the *Contract* maintain all qualifications, competencies and licences:
 - (A) held at the commencement of *WUC*', or
 - (B) required by *Work Health and Safety Requirements*,
 - (v), consult fully with the *Principal*, *Superintendent* and *Principal's Nominee* in respect of, and demonstrate to the *Principal* or *Principal's Nominee*, compliance by the *Contractor* and *Contractor's Personnel* with the requirements of this subclause 11.7 and *Work Health and Safety Requirements*,
 - (vi) maintain adequate records of all health and safety matters (including in accordance with *Work Health and Safety Requirements*)',
 - (vii) audit the *Contractor's* health and safety records and compliance with *Work Health and Safety Requirements* regularly and whenever requested by the *Principal* or *Superintendent* and provide to the *Principal* and *Superintendent* a copy of the findings of that audit; and
 - (viii) satisfy themselves as to, and only treat as minimum requirements, those *Work Health and Safety Requirements* prepared or provided by or on behalf of the *Principal*.

- (e) The *Principal* or *Superintendent* may at any time conduct its own audit of the *Contractor's* health and safety records and compliance with *Work Health and Safety Requirements* (including any safety management systems of the *Contractor*) and the *Contractor* must:
 - (i) co-operate fully with the *Principal* or *Superintendent* in connection with that audit (including by providing all necessary access, relevant documents or other information); and
 - (ii) immediately address and ensure the *Contractor's Personnel* address any issues identified by the *Principal* or *Superintendent* from its audit and notified to the *Contractor*.
- (f) The *Contractor* must immediately notify the *Principal* and *Superintendent* of:
 - (i) any breach by the *Contractor* or any *Contractor's Personnel* of *Work Health and Safety Requirements*, or
 - (ii) any notice or *direction* received by the *Contractor* or any *Contractor's Personnel* under or in connection with *Work Health and Safety Law* (including by providing a copy of the notice or *direction* to the *Principal* and *Superintendent*).
- (g) Despite any other provision of the *Contract*, the *Principal's* or *Superintendent's* rights under the *Contract* relating to health and safety (including without limitation the rights under this subclause 11.7, to give *directions* to the *Contractor*, carry out an audit of the *Contractor's* records or practices, provide, approve or review any plan or other document to be implemented or relied upon by the *Contractor* (including any *Work Health and Safety Requirements*) or exercise rights of suspension or termination under the *Contract*) **{Safety Enforcement Rights}**:
 - (i) are for the benefit of the *Principal* and *Superintendent*,
 - (ii) may be exercised by the *Principal* or *Superintendent* in its absolute discretion (without the *Principal* or *Superintendent* being under any obligation to do so); and
 - (iii) do not prejudice or otherwise affect the *Contractor's* full responsibility for ensuring strict compliance with all of the *Contractor's* obligations under the *Contract* and under *Work Health and Safety Requirements*.
- (h) The *Contractor* must provide to the *Principal* and also to any person who the *Contractor* is aware has been or will be engaged by the *Principal* to undertake any activities relating to *WUC* **{Relevant Contractors}**, all information relevant to *WUC*:
 - (i) required to be disclosed by the *Contractor* in the discharge of its duties under *Work Health and Safety Law*, or
 - (ii) received (or which should have been received) by the *Contractor* or any *subcontractor* of the *Contractor* from any other person required to disclose the information to the *Contractor* or any *subcontractor* in the discharge of that person's duties under *Work Health and Safety Law*.
- (i) The *Contractor* must indemnify and keep indemnified the *Principal* and *Superintendent* and their officers, employees and agents against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss, penalty, fine or other liability (including without limitation in tort, under any law), arising from or in connection with:
 - (i) any breach by the *Contractor* of its obligations under this subclause 11.7;
 - (ii) any injury, accident or safety related incident on or adjacent to the *site* arising out of or as a consequence of carrying out *WUC*,

but the indemnity shall not apply to the extent that the injury, accident or safety related incident on or adjacent to the *site* arises due to the negligent act or omission of the *Principal* or the *Principal's* employees and agents.

- (j) The *Contractor* is for the purposes of the *Work Health and Safety Law* the 'person in control' of the *site* and all things on the *site*:
 - (i) from the *date of Contract Execution* until the *date of practical completion*-,and
 - (ii) during the time of, and for so long as that part of the *site* is affected by, the carrying out of *WUC* during the *defects liability period*.

11.8 Environmental Protection

The *Contractor*:

- (a) shall take all action necessary to protect and preserve the environment from harm or damage arising from or in connection with the carrying out of *WUC* (including *Environmental Harm*)-,
- (b) shall comply with all:
 - (i) *legislative requirements* relating to the protection or preservation of the environment; and
 - (ii) environmental management plans provided by or on behalf of the *Principal* to the *Contractor* or provided by the *Contractor* and approved by the *Principal*,
- (c) where required by the *Principal*, shall promptly provide to the *Principal* any *Data* in relation to emissions (including greenhouse gas or other environmental emissions, concentrations, pollutants or contaminants) or energy production, use, consumption or efficiency in connection with the *Works* or *WUC* (collectively "***Emissions and Energy Data***") which:
 - (i) any person (whether or not the *Contractor*') may be required to keep or to provide as part of any *legislative requirement* (which is to be provided by the *Contractor* within 10 *business days* after it is prepared or provided); or
 - (ii) is requested by the *Principal* or the *Superintendent* so that the *Principal* may:
 - (A) comply with its obligations under any *legislative requirement* or to enable the *Principal* to obtain the benefit of any rights, protections or other interests under any *legislative requirement*', or
 - (B) determine whether the *Contractor* is complying with its obligations under the *Contract*',
- (d) agrees that the *Principal* may use the *Contractor's Emissions and Energy Data* for any purpose as it sees fit;
- (e) shall obtain all approvals or licences required and pay, and reimburse the *Principal* for the payment of, all fees, fines or other amounts payable under all environmental protection or preservation *legislative requirements* (including in connection with any applicable approvals or licences);
- (f) shall, to the maximum extent permitted by law, indemnify and keep indemnified the *Principal* and its employees and agents against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss or other liability (including without limitation in tort, under any law), in respect of making good environmental damage or in defending claims arising from or contributed to by:

- (i) acts or omissions of the *Contractor*, its employees, its *subcontractors* or their employees (whether wilful, negligent or otherwise);
- (ii) breach by the *Contractor* of its obligations under this clause; or
- (iii) the carrying out of *WUC*,

but the indemnity shall not apply to the extent that the injury, accident or safety related incident on or adjacent to the *site* arises due to the negligent act or omission of the *Principal* or the *Principal's* employees and agents; and

- (g) must promptly rectify (at the *Contractor's* own cost) any environmental damage and provide a report (as to the environmental damage and its rectification) to the *Principal* whenever requested and otherwise within 7 days of the completion of the rectification of damages detailing the rectification carried out and any other matters requested.

11.9 Industrial Relations

The *Contractor* shall at its own cost and expense:

- (a) ensure all employees (including employees of *subcontractors*) carrying out *WUC* are employed in accordance with any applicable industrial *legislative requirement*, award or agreement;
- (b) actively manage and do all things necessary to avoid disputes or disturbance in industrial relations; and
- (c) upon request by the *Principal*, consult fully with the *Principal* in connection with any actual or potential industrial dispute or disturbance.

11A GST and PAYG

11A.1 Definitions

- (d) Terms defined by the *GST Law* and *PAYG Law* and used (without separate definition) in this clause, shall have the meaning given to them by the *GST Law* or *PAYG Law*,
- (e) For the purposes of this clause:

“*GST*” means goods and services tax as imposed by the *GST Law*,

“*GST Law*” has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

“*PAYG Law*” means any Act dealing with or relating to the introduction or administration of the PAYG system referred to in Schedule 1 of the *Taxation Administration Act 1953* (Cth);

“*registered for GST*” means registered as a supplier under the *GST Law* and in respect of the *Contractor*, also having provided an ABN to the *Principal*,

“*tax invoice*” has the meaning given to that term by the *GST Law* and includes a recipient created tax invoice for the purposes of subclause 11A.4.

11A.2 Treatment of GST

- (f) Unless Item 22B of Annexure Part A states otherwise the *contract sum* excludes *GST* on taxable supplies to be made under the *Contract* (as at the *date of Contract Execution*).

- (g) Where under the *Contract* a party is obliged to pay the other party an amount (including the *contract sum*) calculated by reference to an agreed rate or an agreed lump sum, unless the agreed rate or lump sum is expressed to include *GST*, the party shall pay the aggregate of:
 - (i) the amount calculated by reference to the agreed rate or the agreed lump sum (as the case may be) (***Agreed Amount***), and
 - (ii) *GST* (if any) incurred by the other party in respect of the taxable supply in respect of which the *Agreed Amount* is payable.
- (h) Where under the *Contract* a party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by that other party (***Reimbursable Liability***) the party shall pay the aggregate of:
 - (i) the *Reimbursable Liability* net of input tax credits available to the other party in respect of the *Reimbursable Liability*, and
 - (ii) *GST* (if any) incurred by the other party in respect of the taxable supply in respect of which the *Reimbursable Liability* is payable.
- (i) Where under the *Contract* the parties agree to a provisional allowance for any *WUC* or otherwise (including any *provisional sum*), unless the allowance is expressed to include *GST*, it shall be taken to be exclusive of any *GST*.
- (j) No other provision of the *Contract* (including clause 11) shall operate to give the *Contractor* any claim in connection with *GST*.

11A.3 Notification of GST Registration Status

- (a) The *Contractor* warrants to the *Principal* that:
 - (i) the *Contractor* is registered for *GST* as at the date of *Contract Execution* and shall maintain that registration until the issue of a *final certificate* under the *Contract*', and
 - (ii) the *Contractor's* ABN notified by the *Contractor* to the *Principal* is correct.
- (b) The *Contractor* shall immediately notify the *Principal* if at any time the *Contractor* ceases to be registered for *GST*.
- (c) The *Principal* acknowledges it is registered for *GST* and shall notify the *Contractor* if at any time the *Principal* ceases to be registered for *GST*.

11A.4 PAYG Withholding

- (a) This subclause 11A.4 applies where:
 - (i) the *Contractor* is not registered for *GST*', or
 - (ii) the parties are bound by a Voluntary Agreement.
- (b) Whether or not the *Principal* should bind itself to a Voluntary Agreement at any time may be determined by the *Principal* in its absolute discretion.
- (c) Where this subclause 11A.4 applies, the *Principal* shall be entitled to withhold from any payment otherwise due to the *Contractor* under or in connection with the *Contract*, tax calculated and to be held in accordance with the *PAYG Law*.

11B Requirements of Additional Obligation Documents

The *Contractor*-.

- (a) acknowledges that it has had the opportunity to satisfy itself as to; and

(b) shall satisfy the requirements of,

the agreements, licences, approvals or other documents referred to in *Item 22C of Annexure Part A* (so far as they are relevant to the carrying out of *WUC* or *the Works*') (***Additional Obligation Documents***).

The *Contractor* shall not be entitled to any *EOT*, adjustment to the *contract sum* or any other claim arising from the matters or requirements disclosed in or which could have been anticipated from information in the *Additional Obligation Documents*.

11C QBCC Requirements

11C.1 Provisions Subject to QBCC Act

- (a) The rights and obligations of the parties under the *Contract* are subject to the provisions of the *Queensland Building and Construction Commission Act 1991 (Qld) (QBCC Act)* to the extent they apply.
- (b) Where there is any inconsistency between the *Contract* and the *QBCC Act*, the *QBCC Act* shall prevail to the extent necessary to avoid the inconsistency.
- (c) Terms used in this clause and defined in the *QBCC Act*, shall have the meaning given to them by the *QBCC Act*.

11C.2 Contractor's Registration

The *Contractor* warrants it is currently registered under the *QBCC Act* (under the registration number set out in *Item 22D of Annexure Part A*) to carry out *WUC*.

11C.3 Directions in writing

- (a) Despite any other provision of the *Contract*, the *Contractor* is not obliged to comply with any direction given by the *Principal* or *Superintendent* pursuant to the *Contract* until the direction is given in writing.
- (b) If the *Contractor* intends to not comply with a direction until the direction is given in writing, the *Contractor* must notify the person giving the direction of that intention immediately the direction is first given.

11C.4 Application of section 67J QBCC Act

The parties agree that for the purposes of section 67J of the *QBCC Act (Relevant Section)* to the extent it applies:

- (a) the *Principal* authorises the *Superintendent* to give on behalf of the *Principal* the notices referred to in the *Relevant Section*,
- (b) the *Contractor* accepts that any *progress certificate* issued by the *Superintendent* or the *Principal* which refers to an amount owed by the *Contractor* to the *Principal* shall be taken to be advice from the *Principal* of the proposed use of security (as defined in the *QBCC Act*) held by the *Principal* to obtain the amount owed; and
- (c) to the extent required by the *Relevant Section*, the *Superintendent* shall give to the *Contractor* on the *Principal's* behalf any notice required pursuant to the *Relevant Section* to ensure the *Principal's* rights to use security (as defined in the *QBCC Act*) are not prejudiced.

11D BIF Act Requirements

11D.1 Provisions Subject to the BIF Act

- (a) The rights and obligations of the parties under the *Contract* are subject to the provisions of the *BIF Act* to the extent that they apply.
- (b) Where there is any inconsistency between the *Contract* and the *BIF Act*, the *BIF Act* shall prevail to the extent necessary to avoid the inconsistency.
- (c) Terms used in this clause and defined in the *BIF Act*, shall have the meaning given to them by the *BIF Act*.

11D.2 Service Under the BIF Act on Superintendent

Notwithstanding any other provision of the *Contract* and subject to section 102 of the *BIF Act*, the *Contractor* agrees that in the event it is seeking to serve any claims, notices and other documents upon the *Principal* under the *BIF Act*, the *Contractor* shall only do so by serving such claim, notice or other document upon the *Superintendent* in accordance with subclause 7.2 and the *Superintendent* is the *Principal's* agent for such purpose.

12 Protection of people and property

Insofar as compliance with the *Contract* permits, the *Contractor* shall:

- (a) take measures necessary to protect people and property;
- (b) avoid unnecessary interference with the passage of people and vehicles; and
- (c) prevent nuisance and unreasonable noise and disturbance.

If the *Contractor* damages property, the *Contractor* shall promptly rectify 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, the *Principal*, after the *Superintendent* has given reasonable written notice to the *Contractor* and in addition to the *Principal's* other rights and remedies, may have the obligation performed by others. The cost thereby incurred shall be certified by the *Superintendent* as moneys due from the *Contractor* to the *Principal*.

13 Urgent protection

If urgent action is necessary to protect *WUC*, 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 *Superintendent* shall certify the cost incurred as moneys 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.

This clause also applies if urgent action is necessary or considered desirable by the *Superintendent* to ensure that:

- (a) the operation of or continuing use by the *Principal* of the *site* or lands in the vicinity of the *site* is not threatened;
- (b) any harm or damage to the environment (including *Environmental Harm*) is avoided or minimised or
- (c) *Asbestos* is properly handled, transported, stored or disposed of.

14 Care of the work and reinstatement of damage

14.1 Care of WUC

Except as provided in subclause 14.3, the *Contractor* shall be responsible for care of:

- (a) the whole of *WUC* from and including the date of commencement of *WUC* to 4:00 pm on the *date of practical completion*, at which time responsibility for the care of the *Works* (except to the extent provided in paragraph (b)) shall pass to the *Principal*, and
- (b) 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 clauses 29, 30 and 35.

Without limiting the generality of paragraph (a), the *Contractor* shall be responsible for the care of unfixed items accounted for in a *progress certificate* and the care and preservation of things entrusted to the *Contractor* by the *Principal* or brought onto the *site* by *subcontractors* for carrying out *WUC*.

14.2 Reinstatement

If loss or damage, other than that caused by an *excepted risk*, occurs to *WUC* during the period of the *Contractor's* care, the *Contractor* shall at its cost, rectify such loss or damage.

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 to the extent directed by the *Superintendent*, rectify the loss or damage and such rectification shall be a deemed *variation*. If loss or damage is caused by a combination of *excepted risks* and other risks, the *Superintendent* in pricing the *variation* shall assess the proportional responsibility of the parties.

14.3 Excepted risks

The *excepted risks* causing loss or damage, for which the *Principal* is liable, are:

- (a) any negligent act or omission of the *Superintendent*, the *Principal* or its consultants, agents, employees or other contractors (not being employed by the *Contractor*)-,
- (b) any risk specifically excepted elsewhere in the *Contract*',
- (c) war, invasion, acts 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 *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 its *subcontractors* or either's employees or agents;
- (e) use or occupation of any part of *WUC* by the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*)', and
- (f) defects in such part of the design of *WUC* comprising the *Principal Retained Consultants Works* excluding deficiencies which ought reasonably to be identified by a competent contractor following written acceptance by the *Contractor* of for construction documentation in accordance with this subclause.

15 Damage to persons and property other than WUC

15.1 Indemnity by Contractor

Insofar as this subclause applies to property, it applies to property other than *WUC*.

The *Contractor* shall indemnify the *Principal* against:

- (a) loss of or damage to the *Principal's* property; and
- (b) claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the carrying out of *WUC*, but the indemnity shall be reduced proportionally to the extent that the act or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*) may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- (a) the extent that the *Contractor's* liability is limited by another provision of the *Contract*,
- (b) exclude any other right of the *Principal* to be indemnified by the *Contractor*,
- (c) things for the care of which the *Contractor* is responsible under subclause 14.1; and
- (d) claims in respect of the *Principal's* right to have *WUC* carried out.

15.2 Not used

15.3 No Consequential loss

- (a) Subject to subclause 15.4, neither party will be liable to the other (in contract, under an indemnity, for debt, in tort including negligence, under statute or otherwise according to law or in equity) for any *Consequential Loss* arising out of or in any way in connection with the *Contract*, the *Works* or the parties' conduct (including breach of contract and any other acts or omissions, whether before, on or after the date of this *Contract*).
- (b) For the purposes of this clause 15.3, '*Consequential Loss*' is defined to mean:
 - (i) any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of third party contract, loss of good will, loss of use, loss of production or failure to realise anticipated savings (whether the loss is direct or indirect); or
 - (ii) any loss, damage, cost, expense or liability that is not reasonably considered to arise naturally, in the ordinary course of things, from the relevant breach, default or negligent act or omission,

15.4 Exceptions

Subclause 15.3(a) does not limit the *Contractor's* liability:

- (a) arising under or pursuant to subclauses 10.1 and 11.4;
- (b) in respect of liability which:
 - (i) cannot be limited at law;
 - (ii) is due to the *Contractor's* wilful misconduct, fraud or criminal conduct;
 - (iii) arises in connection with the *Contractor's* abandonment of its obligations under the *Contract*, or
 - (iv) arises under or pursuant to subclause 34.7 and 34.7A.
- (c) for loss of or damage to third party property and claims by any third party against the *Principal* in respect of personal injury or death;
- (d) (ignoring the application of clause 15.3) to the extent the *Contractor* is paid or indemnified for the liability by an insurer under an insurance policy required by the *Contract* up to, but not to exceed, the amount of cover specified in the *Contract*, or

- (e) (ignoring the application of clause 15.3) to the extent the *Contractor* would have been entitled to be indemnified for that liability by an insurer under an insurance policy required by the *Contract*, but for a failure by the *Contractor* to effect and maintain the insurance policy as required by the *Contract* up to, but not to exceed, the amount of cover specified in the *Contract*.

15.5 Limit of Liability

- (a) Subject to subclause 15.3(a) and 15.4 the *Contractor's* total aggregate liability to the *Principal* under the *Contract* is limited to the amount stated in *Item 22E*.

16A Insurance of the Works

Before commencing *WUC*, the *Contractor* shall insure all the things referred to in subclause 14.1 against loss or damage resulting from any cause until the *Contractor* ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance shall cover the *Contractor's* liability under subclause 14.2 and things in storage off *site* and in transit to the *site* but may exclude:

- (a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;
- (b) the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom;
- (c) consequential loss of any kind, but shall not exclude loss of or damage to *the Works'*,
- (d) damages for delay in completing or for the failure to complete *the Works'*,
- (e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;
- (f) loss or damage resulting from the *excepted risks* referred to in paragraphs (b) and (c) of subclause 14.3.

The insurance cover shall be for an amount not less than the aggregate of the:

- (g) *contract sum'*,
- (h) provision in *Item 23(b)* of Annexure Part A to provide for costs of demolition and removal of debris;
- (i) provision in *Item 23(c)* of Annexure Part A for *consultants' fees* and *Principal's consultants' fees*;
- (j) value in *Item 23(d)* of Annexure Part A of any materials or things to be supplied by the *Principal* for the purposes of *WUC'*, and
- (k) additional amount or percentage in *Item 23(e)* of Annexure Part A of the total of the items referred to in sub-paragraphs (a) to (d) of this paragraph.

Insurance shall be in the joint names of the parties, shall cover the parties, *consultants* and all *subcontractors* whenever engaged in *WUC* for their respective rights, interests and liabilities and, except where the *Contract* otherwise provides, shall be with an insurer and in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

The insurance shall be maintained until the *Contractor* ceases to be responsible under subclause 14.1 for the care of anything.

16B Professional indemnity insurance

Before commencing *WUC*, the *Contractor* shall effect and maintain professional indemnity insurance with levels of cover not less than stated in *Item 24(a)* of Annexure Part A, on terms and conditions a prudent and competent contractor would obtain (taking into account the methods of *WUC* and the *Works* and the *Contractor's* obligations and liabilities under or arising out of the *Contract*).

The insurance shall be maintained until the *final certificate* is issued and thereafter for the period as stated in *Item 24(b)* of Annexure Part A.

The *Contractor* shall ensure that every *consultant*, if within a category stated in *Item 24(c)* of Annexure Part A, shall effect and maintain professional indemnity insurance with levels of cover not less than stated in *Item 24(c)* of Annexure Part A applicable to that category.

Each such *consultant's* professional indemnity insurance shall be maintained until the *final certificate* is issued and thereafter for the period as stated in *Item 24(d)* of Annexure Part A.

17 Public liability insurance

Before commencing *WUC*, the *Contractor* shall effect and maintain for the duration of the *Contract*, a *public liability policy*.

The policy shall:

- (a) be in the joint names of the parties;
- (b) cover the:
 - (i) respective rights and interests; and
 - (ii) liabilities to third parties,
 of the parties, the *Superintendent*, *consultants* and *subcontractors* from time to time, whenever engaged in *WUC*,
- (c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16A) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- (d) be endorsed to cover the use of any *construction plant* not covered under a comprehensive or third party motor vehicle insurance policy;
- (e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in *Item 25(b)* of Annexure Part A; and
- (f) be with an insurer and otherwise in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

18 Insurance of employees

Before commencing *WUC*, the *Contractor* shall insure against statutory and common law liability for death of or injury to persons employed by the *Contractor*. The insurance cover shall be maintained until completion of all *WUC*.

Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for the *Principal's* statutory liability to the *Contractor's* employees.

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

19 Inspection and provisions of insurance policies

19.1 Proof of insurance

Before the *Contractor* commences *WUC* and whenever requested in writing by the other party, a party liable to insure shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the *Contract*.

19.2 Failure to produce proof of insurance

If after being so requested, the *Contractor* fails promptly to provide satisfactory evidence of compliance with clauses 16A, 16B, 17, or 18, then without prejudice to other rights or remedies, the *Principal* may insure and the cost thereof shall be certified by the *Superintendent* as moneys due and payable from the *Contractor* to the *Principal*. The *Principal* may refuse payment until such evidence is produced by the *Contractor*.

The date on which a *payment claim* may be made does not occur until such evidence is produced by the *Contractor*.

19.3 Notices from or to insurer

Where the party insuring under clause 16A or 17 is the *Contractor* (including the *Contractor's* obligation to ensure *Asbestos* liability insurance is effected pursuant to the *Contract*, the *Contractor* shall ensure that each insurance policy contains provisions acceptable to the *Principal* which:

- (a) requires the *Contractor* to inform both parties, whenever the insurer gives a party or a *consultant* or a *subcontractor* a notice in connection with the policy;
- (b) provides that a notice of claim given to the insurer by either party, the *Superintendent*, a *consultant* or a *subcontractor* shall be accepted by the insurer as a notice of claim given by both parties, the *Superintendent*, the *consultant* and the *subcontractor*-,and
- (c) requires the *Contractor*, whenever the party fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

19.4 Notices of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by clauses 16A and 17 and shall keep the other party informed of subsequent developments concerning the claim. The *Contractor* shall ensure that *consultants* and *subcontractors* in respect of their operations similarly inform the parties.

The *Contractor* shall notify the *Principal* immediately the *Contractor* becomes aware that any policy of insurance required to be taken out and maintained by this *Contract*, is cancelled.

19.5 Settlement of claims

Upon settlement of a claim under the insurance required by clause 16A:

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

- (b) to the extent that reinstatement 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 insurance moneys received, the amount of such moneys so paid in relation to any loss suffered by the *Contractor*.

19.6 Cross liability

Any insurance required to be effected in joint names in accordance with the *Contract* shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting 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).

20 Superintendent

The *Principal* shall ensure that at all times there is a *Superintendent*, and that the *Superintendent* fulfils all aspects of the role and functions reasonably and in good faith.

Except where the *Contract* otherwise provides, the *Superintendent* may give a direction orally but 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* does so.

21 Superintendent's Representative

The *Superintendent* may from time to time appoint individuals to exercise delegated *Superintendent's* functions, provided that:

- (a) no aspect of any function shall at any one time be the subject of delegation to more than one *Superintendent's Representative*,
- (b) delegation shall not prevent the *Superintendent* exercising any function;
- (c) the *Superintendent* forthwith gives the *Contractor* written notice of respectively:
 - (i) the appointment, including the *Superintendent's Representative's* name and delegated functions; and
 - (ii) the termination of each appointment; and
- (d) if the *Contractor* makes a reasonable objection to the appointment of a *Superintendent's Representative*, the *Superintendent* shall terminate the appointment.

22 Contractor's representative

The *Contractor* shall superintend *WUC* personally or by a competent representative. Matters within a *Contractor's* representative's knowledge (including *directions* received) shall be deemed to be within the *Contractor's* knowledge.

The *Contractor* shall forthwith give the *Superintendent* written notice of the representative's name and any subsequent changes.

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

23 Contractor's employees and subcontractors

The *Superintendent* may direct the *Contractor* to have removed, within a stated time, from the *site* or from any activity of *WUC*, any person employed on *WUC* who, in the *Superintendent's* opinion, is incompetent, negligent or guilty of misconduct.

The *Contractor* acknowledges that the *Principal* has appointed the *Contractor* in reliance of its representations that the *Key Personnel* would assist in performing the *WUC*. The *Contractor* must:

- (a) engage the *Key Personnel* in the roles proposed and ensure that the *Key Personnel* maintain the roles as proposed exclusively for the *Works*, for the duration of the *Works* (including defects rectification); and
- (b) not replace any of the *Key Personnel* without the *Principal's* prior informed approval except if a person:
 - (i) dies;
 - (ii) becomes ill or incapacitated so as to be unable to perform their role; or
 - (iii) resigns from the *Contractor's* employment, or where applicable, the employment of a *subcontractor* (other than to be employed by an associated entity of the *Contractor* or, where applicable, an associated entity of a *subcontractor*),

in which case the *Contractor* must then replace that person with someone of at least equivalent ability, experience and expertise approved by the *Principal*, which approval will not be unreasonably withheld.

24 Site

24.1 Access and possession

Before the expiry of the time stated in *Item 25B(a)* of 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*.

Provided the *Contractor* has complied with subclause 19.1, the *Principal* shall before the expiry of the time in *Item 25B(b)* of Annexure Part A, give the *Contractor* possession of the *site* for commencement of *WUC* on *site*. If the *Principal* has not given the *Contractor* possession of the whole *site*, the *Principal* shall give the *Contractor* possession of such further portions of the *site* as may, from time to time, be necessary for carrying out *WUC*. Subject to subclause 39.7, delay by the *Principal* in giving possession shall not be a breach of the *Contract*.

Possession of the *site* shall confer on the *Contractor* a right to only such use and control as is necessary to enable the *Contractor* to carry out *WUC* and shall exclude camping, residential purposes and any purpose not connected with *WUC*, unless approved by the *Superintendent*.

24.1A Access Only

Despite any other provision of the *Contract*, where *Item 25B* of Annexure Part A specifies that the *Contractor* is to have only access to the *site*:-

- (a) references in the *Contract* to "possession of" the *site* shall be read as "access to" the *site*;
- (b) the *Contractor* shall have no right of exclusive occupation of any part of the *site* and shall access the *site* only in accordance with the *directions* of the *Superintendent*.

24.1B Access to Site

The *Contractor* shall ensure that the *Contractor*, its employees, its *subcontractors* and their employees:

- (a) not enter upon any place notified by the *Principal* to the *Contractor* in writing as a place to which the *Contractor* is not to have access, without the prior written consent of the *Principal*;

- (b) have completed such safety or other training or induction as the *Superintendent* from time to time directs before accessing the *site*,
- (c) at all times:
 - (i) keep themselves informed as to the requirements of, comply with and not do anything which may place the *Principal* in breach of laws or *legislative requirements* applying to the *site*,
 - (ii) comply with all procedures, policies or rules adopted from time to time by the *Principal* in connection with the *site*, and
 - (iii) comply with the *directions* (if any) given to the *Contractor* by the *Principal* or the *Superintendent* at any time in connection with the *site* (including access to and use of the *site*);
- (d) only access the *site* during the hours and on the days provided for in the *Contract*; and
- (e) ensure the *site* is kept safe and secure.

24.2 Access for Principal and others

The *Principal* and the *Principal's* employees, consultants and agents may at any time after reasonable written notice to the *Contractor*, have access to any part of the *site* for any purpose.

The *Contractor* shall at all reasonable times give the *Superintendent* access to *WUC*.

24.2A Not Used

24.2B Separate Contractors

After giving the *Contractor* not less than 2 *business days* prior notice, the *Principal* shall be entitled to arrange for or allow *separate contractors* to have access to the *site* to carry out work, provide services or supply items not forming part of *WUC* concurrently with the *Contractor* carrying out *WUC*.

In respect of *separate contractors*:

- (a) to the extent that they are not identified in the *Contract*, the *Superintendent* shall notify the *Contractor* in writing of the identity of *separate contractors*, if requested by the *Contractor*;
- (b) the *Principal* shall ensure that *separate contractors*:
 - (i) do not interfere with the progress of *WUC*;
 - (ii) hold and maintain the same insurance coverage that the *Contractor* is required to hold and maintain under the *Contract* in relation to their works;
 - (iii) hold an appropriate licence to carry out the relevant work;
 - (iv) observe all relevant workplace health and safety laws and the requirements of the *Contractor* in regard to workplace health and safety;
 - (v) obey all directions issued by the *Contractor* regarding the co-ordination and timing of their work on *site*;
 - (vi) co-operate with all of the other workers and contractors on *site*;
 - (vii) on request, give the *Contractor* evidence of all licences and insurances referred to in paragraphs (ii) and (iii); and

- (viii) enter into an access deed with, on terms reasonably requested by, the *Contractor* (which may also include payment for site facilities and services);
- (c) if the *separate contractors* do not observe all of the requirements in paragraph (b), the *Contractor* may exclude or direct the *separate contractors* to leave the *site*.

The *Contractor* is not responsible for the performance and suitability of materials, services, labour and goods provided by the *Principal* or *separate contractors*.

The *Principal* indemnifies and shall keep indemnified the *Contractor* against all claims in connection with *separate contractors*' access to, and work on, the *site* under this subclause.

24.3 Minerals, fossils and relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the *site* shall as between the parties be and remain the property of the *Principal*. Immediately upon the discovery of these things the *Contractor* shall:

- (a) take precautions to prevent their loss, removal or damage; and
- (b) give the *Superintendent* written notice of the discovery.

All costs so incurred by the *Contractor* shall be assessed by the *Superintendent* and the *GMP* shall be adjusted in accordance with clause 36.4.

24A Site Meetings

24A.1 Attendance at site meetings

The *Contractor* shall ensure that it is represented at any project or *site* meetings required by the *Superintendent* or *Principal* (***Site Meetings***) to openly discuss all matters relevant to the *Works* and progress of *WUC* which may be convened by the *Principal* or *Superintendent* by reasonable notice to the *Contractor*.

24A.3 Not used

25 Latent conditions

25.1 Definition

Latent conditions are physical conditions on the *site* and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent contractor at the time of the *Contractor*'s tender if the *Contractor* had inspected:

- (a) all written information made available by the *Principal* to the *Contractor* for the purpose of tendering;
- (b) all information influencing the risk allocation in the *Contractor*'s tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the *site* and its near surrounds.

25.2 Notification

The *Contractor*, upon becoming aware of a *latent condition* while carrying out *WUC*, shall promptly, and where possible before the *latent condition* is disturbed, give the *Superintendent* written notice of the general nature thereof.

If required by the *Superintendent* promptly after receiving that notice, the *Contractor* shall, as soon as practicable, give the *Superintendent* a written statement of:

- (a) the *latent condition* encountered and the respects in which it differs materially;
- (b) the additional *work*, resources, time and cost which the *Contractor* estimates to be necessary to deal with the *latent condition*-,and
- (c) other details reasonably required by the *Superintendent*.

25.3 Deemed variation

Subject to subclause 25.2 and 25.4, the effect of a latent condition shall be deemed a *variation*.

25.4 Excepted Latent Conditions

Despite any other Clause to the contrary, the *Contractor* will have no latent condition claim for any of the following conditions:

- (a) direct or indirect impediments, difficulties or inefficiencies regarding any open drainage flood channels overland flow paths that run through the Site;
- (b) encountering any condition that was reasonably inferable from the geotechnical, geological or hydrological examination and testing conducted by the Principal and which is reasonably inferable by a competent and experienced contractor.

25.5 Protection to adjoining properties

The *Contractor* shall carry out all necessary protection works to adjoining properties or structures including underground services as may be necessary or advisable for the proper protection of persons and property while carrying out *WUC*.

26 Setting out the Works

26.1 Setting out

The *Principal* shall ensure that the *Superintendent* gives the *Contractor* the data, *survey marks* and like information necessary for the *Contractor* to set out *the Works*, together with those *survey marks* specified in the *Contract*. Thereupon the *Contractor* shall set out *the Works* in accordance with the *Contract*.

26.2 Errors in setting out

The *Contractor* shall rectify every error in the position, level, dimensions or alignment of any *WUC* after promptly notifying the *Superintendent* and unless the *Superintendent* within 3 days directs otherwise.

If the error was caused by incorrect data, *survey marks* or information given by the *Superintendent*, the cost incurred by the *Contractor* in rectifying the error shall be assessed by the *Superintendent* and the *GMP* shall be adjusted in accordance with clause 36.4.

26.3 Care of survey marks

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

The *Contractor* shall reinstate any *survey mark* disturbed, after promptly notifying the *Superintendent* and unless the *Superintendent* within 3 days directs otherwise.

If the disturbance was caused by the *Superintendent* or a person referred to in subclause 24.2 other than the *Contractor*, the cost incurred by the *Contractor* in reinstating the *survey mark*

shall be assessed by the *Superintendent* and the *GMP* shall be adjusted in accordance with clause 36.4.

27 Cleaning up

The *Contractor* shall keep the *site* and *IVL/C* clean and tidy and regularly remove rubbish and surplus material.

28 Materials, labour and construction plant

Except where 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.

In respect of any materials, machinery or equipment to be supplied by the *Contractor* in connection with the *Contract*, the *Superintendent* may direct the *Contractor* to:

- (a) supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information; and
- (b) arrange reasonable inspection at such place or sources by the *Superintendent*, the *Principal* and persons authorised by the *Principal*.

The *Superintendent* may give the *Contractor* a written *direction* not to remove materials or *construction plant* from the *site*. Thereafter the *Contractor* shall not remove them without the *Superintendent's* prior written approval (which shall not be unreasonably withheld).

28A. Commissioning program

The *Contractor* shall prepare and submit to the *Superintendent* a detailed commissioning program (including commissioning procedures necessary to establish performance meeting the requirements of the *Contract*) for the *Works* (in a form satisfactory to the *Superintendent*); and obtain the *Superintendent's* written approval (such approval not to be unreasonably withheld) to the commissioning program in sufficient time and at least 1 month prior to the *Date for Practical Completion* to enable the commissioning program to be satisfactorily completed prior to the *Date for Practical Completion*.

28B Commissioning by Contractor Prior to Practical Completion

The *Contractor* agrees:

- (c) the successful commissioning of the *Works* shall comprise tests which are required to be carried out and passed before the *Works* reach *Practical Completion*;
- (d) all commissioning shall be carried out in accordance with *Industry Practice* and shall conform to the requirements of the relevant *Australian Standards*;
- (e) the *Contractor* shall ensure that results of all commissioning are recorded and submitted to the *Superintendent* as and when requested by the *Superintendent*;
- (f) the *Contractor* shall give the *Superintendent* reasonable prior notice of the carrying out of any part of the commissioning required by the commissioning program; and
- (g) the *Contractor* shall immediately notify the *Superintendent* if any portion of the *Works* fails to pass a commissioning requirement and, at the *Contractor's* cost, make good that portion and after completion of the remedial work promptly carry out further commissioning of that portion.

29 Quality

29.1 Quality of material and work

Unless otherwise provided, the *Contractor* shall use suitable new materials and proper and tradesmanlike workmanship.

29.2 Quality assurance

If the *Contract* elsewhere requires further quality assurance, the *Contractor* shall:

- (a) plan, establish and maintain a conforming quality system; and
- (b) ensure that the *Superintendent* has access to the quality system of the *Contractor*, *consultants* and *subcontractors* so as 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 discharge the *Contractor's* other obligations under the *Contract*.

29.3 Defective work

If the *Superintendent* becomes aware of *-work* done (including material provided) by the *Contractor* which does not comply with the *Contract*, the *Superintendent* shall as soon as practicable give the *Contractor* written details thereof. If the subject *work* has not been rectified, the *Superintendent* may direct the *Contractor* to do any one or more of the following (including times for commencement and completion):

- (a) remove the material from the *site*-,
- (b) demolish the *work*' ,
- (c) redesign, reconstruct, replace or correct the *work*-,and
- (d) not deliver it to the *site*.

If:

- (e) the *Contractor* fails to comply with such a *direction*-,and
- (f) that failure has not been made good within 8 days after the *Contractor* receives written notice from the *Superintendent* that the *Principal* intends to have the subject *work* rectified by others,

the *Principal* may have that *work* so rectified and the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*.

29.4 Acceptance of defective work

Instead of a *direction* pursuant to subclause 29.3, the *Superintendent* may direct the *Contractor* that the *Principal* elects to accept the subject *work*, whereupon there shall be a deemed *variation*.

29.5 Timing

The *Superintendent* may give a *direction* pursuant to this clause at any time before the expiry of the last *defects liability period*.

29.6 Not used

30 Examination and testing

30.1 Tests

At any time before the expiry of the last *defects liability period*, the *Superintendent* may direct that any *WUC* be tested. The *Contractor* shall give such assistance and samples and make accessible such parts of *WUC* as may be directed by the *Superintendent*.

30.2 Covering up

The *Superintendent* may direct that any part of *WUC* shall not be covered up or made inaccessible without the *Superintendent's* prior written *direction*.

30.3 Who conducts

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

30.4 Notice

The *Superintendent* or the *Contractor* (whichever is to conduct the *test*) shall give reasonable written notice to the other of the date, time and place of the *test*. If the other does not attend, the *test* may nevertheless proceed.

30.5 Delay

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

30.6 Completion and results

On completion of the *tests*, the *Contractor* shall make good *WUC* so that it fully complies with the *Contract*.

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

30.7 Costs

Costs in connection with testing pursuant to this clause shall be borne by the *Principal* except where the *Contract* otherwise provides or the *test* is consequent upon, or reveals a failure of the *Contractor* to comply with the *Contract* (including this clause).

30.8 Access to Superintendent for Testing

The *Contractor* shall ensure the *Superintendent* and its agents and employees are allowed access to any place where any part of *the Works* is situated or any *WUC* is being carried out (including at a location other than the *site* or the *Contractor's* premises), for the purpose of inspection and testing.

30.9 Results of Tests

A satisfactory inspection or *test* of any part of *the Works* or *WUC* by the *Superintendent* or the *Principal* shall not constitute evidence of the *Contractor* having satisfactorily complied with the *Contract*, and shall not prejudice or relieve the *Contractor* from any of its obligations or liabilities under or in connection with the *Contract*.

31 Working hours

The *Contractor* must only carry out *WUC* on the *site* during the working hours and on the working days set out in *Item 26H* of Annexure Part A or otherwise specified in the *Contract*.

If the working hours and working days on the *site* are not stated elsewhere in the *Contract*, they shall be as notified by the *Contractor* to the *Superintendent* before commencement of work on *site*. They shall not be varied without the *Superintendent's* prior written approval, except when, in the interests of safety of persons or property, the *Contractor* finds it necessary to carry out *WUC* otherwise, whereupon the *Contractor* shall give the *Superintendent* written notice of those circumstances as early as possible.

32 Programming

The *Superintendent* shall give to the *Contractor* the information, materials, documents and instructions by the times or within the periods both stated in *Item 27*.

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

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

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

A *program* is a written statement showing the dates by which, or the times within which, the various stages or portions of *WUC* are to be carried out or completed. It shall be deemed a *Contract* document.

The *Superintendent* may direct the *Contractor* to give the *Superintendent* a *program* within the time and in the form directed.

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

If compliance with any such *directions* under this clause, except those pursuant to the *Contractor's* default, or acts or omissions of the *Principal* require the *Contractor* to depart from the *construction program*, causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the *Contractor* not been given the *direction*, the difference shall be assessed by the *Superintendent* and added to or deducted from the *GMP*.

33 Suspension

33.1 Superintendent's Suspension

The *Superintendent* may direct the *Contractor* to suspend the carrying out of the whole or part of *WUC* for such time as the *Superintendent* thinks fit, if the *Superintendent* is of the opinion that it is necessary:

- (a) because of an act, default or omission of:
 - (i) the *Superintendent*, the *Principal* or its employees, consultants, agents or other contractors (not being employed by the *Contractor*)-, or
 - (ii) the *Contractor*, a *consultant*, a *subcontractor* or the employees or agents of any of them;

- (b) for the protection or safety of any person or property or for protection of the environment; or
- (c) to comply with a court order.

The *Superintendent* may also direct the *Contractor* to suspend the carrying out of the whole or part of *WUC* under this clause if required by the *Principal* for its convenience, for such time as the *Superintendent* thinks fit.

33.2 Contractor's suspension

If the *Contractor* wishes to suspend the carrying out of the whole or part of *WUC*, otherwise than pursuant to subclause 39.9, the *Contractor* shall obtain the *Superintendent's* prior written approval. The *Superintendent* may approve the suspension and may impose conditions of approval.

The *Contractor* shall not be entitled to any *EOT* in connection with a suspension approved by the *Superintendent* under this clause.

33.3 Recommencement

As soon as the *Superintendent* becomes aware that the reason for any suspension no longer exists, the *Superintendent* shall direct the *Contractor* to recommence suspended *WUC* as soon as reasonably practicable.

The *Contractor* may recommence *WUC* suspended pursuant to subclause 33.2 or 39.9 at any time after reasonable notice to the *Superintendent*.

33.4 Cost

Any cost, expense, loss or damage (including delay and disruption costs) incurred by the *Contractor* by reason of any suspension under this clause shall be borne by the *Contractor* but if:

- (a) the suspension is directed by the *Superintendent* or the *Principal*', and
- (b) the suspension has been directed by the *Superintendent* or *Principal* for no other reason than:
 - (i) the convenience of the *Principal*', or
 - (ii) an act or omission of the *Principal*, the *Superintendent* or an employee, consultant or agent of the *Principal* which does not arise from or in connection with:
 - (A) any industrial dispute affecting the *site* or the employees of the *Principal*', or
 - (B) circumstances which are beyond the reasonable control of the *Principal*', and
- (c) the suspension causes the *Contractor* to incur more or less cost than otherwise would have been incurred but for the suspension,

the difference in cost shall be assessed by the *Superintendent* and the *GMP* shall be adjusted in accordance with clause 36.4.

Subclause 34.9 shall not apply to delay or disruption costs or damages resulting from a suspension under this clause.

34 Time and progress

34.1 Progress

The *Contractor* shall ensure that *WUC* reaches *practical completion* by the *date for practical completion*.

34.2 Notice of delay

A party becoming aware of anything which will probably cause delay to *WUC* shall promptly give the *Superintendent* and the other party written notice of that cause and the estimated delay.

34.3 Claim

The *Contractor* shall be entitled to such extension of time for carrying out *WUC* (including reaching *practical completion*) as the *Superintendent* assesses ('*EOT*'), if:

- (a) the *Contractor* is or will be delayed in reaching *practical completion* by a *qualifying cause of delay*, and
- (b) the *Contractor* gives the *Superintendent*, within 28 days of when the *Contractor* should reasonably have become aware of that causation occurring, a written claim for an *EOT* evidencing the facts of causation and of the delay to *WUC* (including extent).

If further delay results from a *qualifying cause of delay* evidenced in a claim under paragraph (b) of this subclause, the *Contractor* shall claim an *EOT* for such delay by promptly giving the *Superintendent* a written claim evidencing the facts of that delay within 5 days of when the *Contractor* should reasonably have become aware of that further delay.

Notwithstanding any other provision of the Contract, the parties acknowledge and agree that:

- (c) the *Contractor* shall obtain and maintain site-specific data and records of *inclement weather*, including data and records obtained from rain gauges, thermometers and wind speed detectors installed by the *Contractor* at the site and photographs and video recordings taken by or on behalf of the *Contractor* at the site (***Site Data***),
- (d) the *Site Data* shall constitute sufficient evidence of the *inclement weather* and site conditions generally experienced at the site on the date or dates identified by the *Contractor*,
- (e) the *Contractor* shall submit *Site Data* as part of any claim for an extension of time where the cause of the delay is *inclement weather*,
- (f) the *Superintendent* shall reasonably consider the *Site Data* submitted by the *Contractor* in assessing any claim for extension of time.

34.4 Assessment

If:

- (a) two or more delays to *WUC* overlap;
- (b) each of those delays, in the absence of any of the other overlapping delays, would delay the *Contractor* in reaching *practical completion*, and
- (c) the cause of at least one of those delays, but not all of them, is a not a *qualifying cause of delay*,

then, for the period of such overlap, the *Contractor* shall not be entitled to an *EOT* and, despite any provision in the Contract to the contrary, the *Contractor* shall not be entitled to any other claim of any kind, including delay damages, notwithstanding that any one or more

of the causes of those delays is or may be a *compensable cause* (including any act or omission of the *Principal* or the *Superintendent*).

In assessing each *EOT* the *Superintendent* shall disregard questions of whether:

(d) *WUC* can nevertheless reach *practical completion* without an *EOT*, or

(e) the *Contractor* can accelerate,

but shall have regard to what prevention and mitigation of the delay has not been effected by the *Contractor*.

In calculating the effect of an assessed *EOT* on the *date for practical completion* the *Superintendent* shall only count *business days* when work would normally be carried out on the *site*. The *Superintendent* shall exclude rostered days off which have general application to the building industry in the State or Territory in which the *site* is located.

34.5 Extension of time

Within 28 days after receiving the *Contractor's* claim for an *EOT*, the *Superintendent* shall give to the *Contractor* and the *Principal* a written *direction* evidencing the *EOT* so assessed. If the *Superintendent* does not do so, there shall be a deemed assessment and *direction* for an *EOT* as claimed.

Notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time and from time to time before issuing the *final certificate* direct an *EOT* but is not obliged to do so for the benefit of the *Contractor*.

34.6 Practical completion

The *Contractor* shall give the *Superintendent* at least 14 days written 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 after receiving the request, the *Superintendent* shall give the *Contractor* and the *Principal* either a *certificate of practical completion* evidencing the *date of practical completion* or written reasons for not doing so.

If the *Superintendent* is of the opinion that *practical completion* has been reached, the *Superintendent* may issue a *certificate of practical completion* even though no request has been made.

34.7 Liquidated damages

If *WUC* does not reach *practical completion* by the *date for practical completion*, the *Contractor* shall be liable to the *Principal*, as a debt due and payable to the *Principal*, liquidated damages in *Item 29* of Annexure Part A for every day after the *date for practical completion* to and including the earliest of the *date of practical completion* or termination of the *Contract* or the *Principal* taking *WUC* out of the hands of the *Contractor*.

The *Contractor's* total maximum liability for liquidated damages shall be limited to the amount stated in *Item 29A*.

If an *EOT* is directed after the *Contractor* has paid or the *Principal* has set off liquidated damages, the *Principal* shall forthwith repay to the *Contractor* such of those liquidated damages as represent the days the subject of the *EOT*.

34.8 Bonus for early practical completion

If the *date of practical completion* is earlier than the *date for practical completion* the *Superintendent* shall certify as due and payable to the *Contractor* the bonus in *Item 30(a)* of

Annexure Part A for every day after the *date of practical completion* to and including the *date for practical completion*.

The *Contractor* hereby waives that part of a bonus exceeding the *Item 30(b)* of Annexure Part A amount.

34.9 Delay damages

- (a) Subject to subclause 34.4, For every day the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay damages pursuant to subclause 41.1, damages certified by the *Superintendent* under subclause 41.3, having regard to the rates in *Item 31A*, shall be due and payable to the *Contractor*.

34.10 Acceleration

- (a) The *Superintendent* may at any time *direct* the *Contractor* to accelerate the performance of its obligations under the *Contract*, provided that the acceleration is reasonably capable of being achieved.
- (b) The *Superintendent* may request the *Contractor* at any time to price a proposed acceleration *direction*, giving the *Contractor* details of the proposed acceleration with the request.
- (c) Within 14 days, or such time as reasonably agreed between the parties, of receiving a request from the *Superintendent* under clause 34.10(b), the *Contractor* must, at its cost, provide the *Superintendent* with a written notice containing the following details:
 - (i) the *Contractor's* strategy for acceleration {"*Acceleration Strategy*"}, including details of the order of work and effect on the *Program*-,and
 - (ii) the *Contractor's* estimated cost of accelerating the work as proposed, together with a detailed breakdown of the estimated cost {"*Acceleration Quotation*"}
- (d) The *Superintendent* may:
 - (i) accept the *Acceleration Strategy* and *direct* the *Contractor* to proceed with the acceleration in accordance with it;
 - (ii) notify the *Contractor* of any modifications which it requires to be made to the *Acceleration Strategy*, in which case the procedures under clauses 34.10(b) to 34.10(d) are to be performed again, taking account of the modifications notified; or
 - (iii) not proceed with the acceleration.
- (e) If the *Superintendent* gives a *direction* to the *Contractor* to accelerate under clause 34.10(a) or 34.10(d) then:
 - (i) the *Contractor* must accelerate the performance of the *Contractor's* obligations under the *Contract* to the degree which the *direction* requires and in accordance with any *Acceleration Strategy* as accepted by the *Superintendent*,
 - (ii) to the extent that the *Contractor*, but for the *direction*, would have been entitled to an extension of time to the *date for practical completion*, the *Contractor* will:
 - (A) be entitled to be paid:
 - (1) the *Acceleration Quotation* if accepted, or such other price as the *Superintendent* and the *Contractor* have otherwise agreed; or
 - (2) where an *Acceleration Quotation* has not been accepted and the parties have not agreed another price for the acceleration, then the direct nett costs reasonably incurred in accelerating the performance of its obligations under the *Contract* as required by the

Superintendent's direction plus profit at the rate specified in *Item 12F*, but will not otherwise be entitled to any payment or other benefit nor to any relief from any of its obligations under the *Contract*, and

- (B) except to the extent that the acceleration is not reasonably capable of being achieved, not be entitled to an extension of time to the *date for practical completion* for the period to which the acceleration relates;
- (iii) if the *direction* to accelerate is given to overcome delay by the *Contractor* for which the *Contractor* is not entitled to an extension of time in accordance with clause 34.5, the *Contractor* will comply with the *direction* to accelerate at its own costs; and
- (iv) if neither clause 34.10(e)(ii) or 34.10(e)(iii) applies, the *Contractor* will be entitled to be paid:
 - (A) the *Acceleration Quotation* if accepted, or such other price as the *Superintendent* and the *Contractor* have otherwise agreed; or
 - (B) where an *Acceleration Quotation* has not been accepted and the parties have not agreed another price for the acceleration, then the direct nett costs reasonably incurred in accelerating the performance of its obligations under the *Contract* as required by the *Superintendent's direction* plus profit at the rate stated in *Item 12F*, but will not otherwise be entitled to any payment or other benefit nor to any relief from any of its obligations under the *Contract*.

35 Defects liability

The *defects liability period* stated in *Item 32* of Annexure Part A shall commence on the *date of practical completion* at 4:00 pm.

The *Contractor* shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of the *Works* as is reasonably possible.

As soon as possible after the *date of practical completion*, the *Contractor* shall rectify all *defects* existing at the *date of practical completion* and use its best endeavours to procure the urgent repair of any *defects* which create an immediate danger to the health and safety of occupiers or to the integrity and safety of the building.

During the *defects liability period*, the *Superintendent* may give the *Contractor* a *direction* to rectify a *defect* which:

- (a) shall identify the *defect* and the date for completion of its rectification; and
- (b) may state a date for commencement of the rectification and whether there shall be a separate *defects liability period* therefor (not exceeding that in *Item 32* of Annexure Part A, commencing at 4:00 pm on the date the rectification is completed and governed by this clause).

If the rectification is not commenced or completed by the stated dates, the *Principal* may have the rectification carried out by others but without prejudice to any other rights and remedies the *Principal* may have. The cost thereby incurred shall be certified by the *Superintendent* as moneys due and payable to the *Principal*.

The *Contractor* must maintain a defects register with a single point of contact nominated, with target site attendance date, rectification and target close out date.

The *Contractor* must attend a final 'defects validation' meeting with the *Principal*, which will be held one month prior to the expiry of the *defects liability period*.

The total *defects liability period* will not exceed 24 months.

To the extent the *defects liability period* is extended pursuant to clause 35(b) upon expiry of the original *defects liability period* the *Principal* must promptly release any *security* held. The *Principal* may withhold *security* equal to the value of the rectification of the *defect* which extends the *defects liability period* for that item.

36 Variations

36.1 Directing variations

The *Contractor* shall not vary *WUC* except as directed in writing.

The *Superintendent*, before the *date of practical completion*, may direct the *Contractor* to vary *WUC* by any one or more of the following which is nevertheless of a character and extent contemplated by, and capable of being carried out under, the provisions of the *Contract* (including being within the warranties in subclause 2.2):

- (a) increase, decrease or omit any part;
- (b) change the character or quality;
- (c) change the levels, lines, positions or dimensions;
- (d) carry out additional work';
- (e) demolish or remove material or work no longer required by the *Principal*.

The *Contractor* shall not be bound to execute a *variation* directed after *practical completion* unless the *variation* is in respect of rectification work referred to in clause 35.

36.2 Proposed variations

The *Superintendent* may give the *Contractor* written notice of a proposed *variation*.

The *Contractor* shall as soon as practicable after receiving such notice, notify the *Superintendent* whether the proposed *variation* can be effected, together with, if it can be effected, the *Contractor's* estimate of the:

- (a) effect on the *program* (including the *date for practical completion*}', and
- (b) cost (including all warranties and time-related costs, if any) of the proposed *variation*.

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

The *Contractor's* costs for each compliance with this subclause shall be certified by the *Superintendent* as moneys due to the *Contractor*.

36.3 Variations for convenience of Contractor

If the *Contractor* requests the *Superintendent* to direct a *variation* for the convenience of the *Contractor*, the *Superintendent* may do so. The *direction* shall be written and may be conditional. Unless the *direction* provides otherwise, the *Contractor* shall be entitled to neither extra time nor extra money.

36.4 Pricing

Where:

- (a) (subject to clause 36.3) a *variation* is directed by the *Superintendent* by a written direction in accordance with clause 36.1 or there is a deemed variation under the *Contract*', or
- (b) the *Contract* provides that the *GMP* shall be adjusted in accordance with this Clause 36.4; or

the *Principal* shall pay or allow the *Contractor* or the *Contractor* shall pay or allow the *Principal*, as the case may require, an amount determined by the *Superintendent* (acting reasonably) based on the following:

- (b) there will be no amount allowed for any *Excluded Costs*;
- (c) if the item to be valued increases or decreases the *Base Costs* that will be incurred by the *Contractor*, then the *GMP* will be adjusted by an amount assessed by the *Superintendent* as the increase or decrease to the *Base Costs* to be incurred by the *Contractor*; and
- (d) if the valuation increases or decreases any work or item relating to a *provisional sum*, the *provisional sum* will be increased or decreased by an amount assessed by the *Superintendent* using reasonable rates and prices and the *GMP* will be adjusted by a corresponding amount.

For the purposes of a valuation to be made under this Clause 36.4:

- (e) if the valuation relates to extra costs incurred by the *Contractor* for delay or disruption, the valuation shall be made in accordance with the principles in Clause 34.9; and
- (f) The exchange of information between the *Contractor*, *Superintendent* and *Principal* with respect to the valuation of variations must be on an 'open book' basis.

For the purposes of a valuation to be made under this Clause 36.4:

- (g) any deductions will be assessed on the rates used within the *GMP* Cost Plan; and
- (h) any additions will be assessed at market rates at the date of the direction or proposed variation.

36.5 Notification of Variations

Despite any other provision of the *Contract*, if the *Superintendent* at any time gives the *Contractor* a *direction* which involves a *variation* (other than a *direction* which the *Superintendent* expressly acknowledges in writing involves a *variation*) the *Contractor* must notify the *Superintendent* of:

- (a) the fact that the *direction* involves a *variation*; and
- (b) the *Contractor's* estimate of the additional *work* necessary to give effect to the *variation* (including additional time and cost),

within 7 days after receipt by the *Contractor* of the *direction* and, unless the *Superintendent* directs otherwise before the *Contractor* gives effect to the *direction*.

31 Payment

37.1 Payment claims

The *Contractor* shall claim payment progressively in accordance with *Item 33* of Annexure Part A.

Each *payment claim* shall be given in writing to the *Superintendent* and shall include details of:

- (a) the value of the *WUC* forecast to be completed by the end of the month, supported by evidence of the amount due to the *Contractor*;
- (b) the *Contractor's* valuation of any unfixed materials and/or goods;
- (c) the total amount previously certified pursuant to clause 37.2; and
- (d) the total amount previously paid to the *Contractor*;

- (e) the amount then claimed by the *Contractor*, and
- (f) other such information as the *Superintendent* may reasonably require.

As a precondition to payment:

- (i) each payment *claim* must be accompanied by:
 - (A) a statutory declaration in the form of Part J and in the case of a final payment claim in the form of Part K
 - (B) if requested, any documentary evidence required under clause 37; and
 - (C) proof of insurance, if required by the *Principal* under clause 19; and
- (ii) the *Contractor* must maintain security as required by clause 5.

If the preconditions to payment are not met, the *Contractor* shall not be entitled to submit any *claim* for payment under the *Contract* and the *Principal* shall be entitled to withhold payment in full until such time as the preconditions are met.

37.2 Certificates

The *Superintendent* shall, within 10 *business days* after receiving such a *payment claim*, issue to the *Principal* and the *Contractor*.

- (a) a *progress certificate* evidencing the *Superintendent's* opinion of the moneys due from the *Principal* to the *Contractor* pursuant to the *payment claim* and reasons for any difference {'*progress certificate*'), and
- (b) a certificate evidencing the *Superintendent's* assessment of retention moneys and debts and other moneys due from the *Contractor* to the *Principal* pursuant to the *Contract*.

If the *Contractor* does not make a *payment claim* in accordance with *Item 33* of Annexure Part A, the *Superintendent* may issue the *progress certificate* with details of the calculations and shall issue the certificate in paragraph (b).

If the *Superintendent* does not issue the *progress certificate* within 10 *business days* of receiving a *payment claim* in accordance with subclause 37.1, that *payment claim* shall be deemed to be the relevant *progress certificate*.

The *Principal* shall, within the number of days stated in *Item 33A* of Annexure Part A after the *Superintendent* receives the *payment claim*, pay to the *Contractor* the balance of the *progress certificate*.

Neither a *progress certificate* nor a payment of moneys shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be payment on account only.

37.3 Unfixed plant and materials

The *Contractor* may claim payment for unfixed plant and materials and for deposit payments for unfixed plant and materials. The *Contractor's* claim for payment must include evidence that the subject plant and materials have been paid for, properly stored and protected, and labelled the property of the *Principal*, where possible.

The *Contractor* shall not be required to provide any additional *security* in respect to claims for payment for unfixed plant and materials and for deposit payments for unfixed plant and materials for which the *Contractor* claims payment up to \$100,000.00 for those as listed in *Item 34*.

For any claims for payment for unfixed plant and materials and for deposit payments for unfixed plant and materials for which the *Contractor* claims payment of \$100,000.00 or more, the *Contractor* shall provide the additional security in *Item 14(e)*.

Upon payment to the *Contractor* the subject plant and materials shall be the unencumbered property of the *Principal*.

37.3A Ownership of plant and material

The *Contractor* warrants and agrees that ownership of and property in any plant or material incorporated or to be incorporated in the *Works* shall pass to, and will be held on trust for, the *Principal* upon the earlier of payment to the *Contractor* of the amount claimed by the *Contractor* in respect of that plant or material, or the plant or material being incorporated in the *Works*.

37.4 Final payment claim and certificate

At the time for the final payment claim stated in *Item 33B* of Annexure Part A, the *Contractor* must lodge with the *Superintendent* a final payment claim and endorse it '**Final Payment Claim**'. The claims status as the final payment claim is subject to the payment claim meeting the contractual prerequisites required for a final payment claim.

Within 10 *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 the above paragraph for the lodgement of the final payment claim by the *Contractor*, the *Superintendent* must issue to the *Contractor* and to the *Principal* a final payment certificate endorsed '**Final Certificate**' or give the *Contractor* in writing the reasons for not issuing the certificate. In the certificate the *Superintendent* must 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.

Those moneys certified as due and payable shall be paid by the *Principal* or the *Contractor*, as the case may be, within 5 *business days* after the *Superintendent* issues the *final certificate*.

The *final certificate* shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the *Contract* except for:

- (a) fraud or dishonesty relating to *WUC* or any part thereof or to any matter dealt with in the *final certificate*,
- (b) any *defect* or omission in the *Works* or any part thereof which was not apparent at the end of the last *defects liability period*, or which would not have been disclosed upon reasonable inspection at the time of the issue of the *final certificate*,
- (c) any accidental or erroneous inclusion or exclusion of any *work* or figures in any computation or an arithmetical error in any computation; and
- (d) unresolved issues the subject of any notice of *dispute* pursuant to clause 42, served before the 7th day after the issue of the *final certificate*.

37.5 Interest

Interest in *Item 35* of Annexure Part A shall be due and payable after the date of default in payment.

37.6 Other moneys due

The *Principal* may deduct from any payment otherwise due to the *Contractor*:

- (a) any debt or other amount due from the *Contractor* to the *Principal*

under the *Contract* or at law relating to the *Works* under the *Contract* between the *Principal* and the *Contractor* and if those moneys are insufficient, the *Principal* may have recourse to retention moneys and if they are insufficient then to security under the *Contract*.

37.7 Schedule

Within 10 *Business Days* after the date of this *Contract*, the *Contractor* must provide to the *Principal* an indicative schedule of the anticipated amounts payable under progress claims to be provided under this *Contract*. The schedule referred to in the preceding sentence does not affect or otherwise limit amounts that the *Contractor* may claim under any progress claims.

38 Payment of workers, consultants and subcontractors

38.1 Workers, consultants and subcontractors

The *Contractor* shall give in respect of a *payment claim*, documentary evidence of the payment of moneys due and payable to:

- (a) workers of the *Contractor* and of the *subcontractors*,
- (b) *consultants*', and
- (c) *subcontractors*,

in respect of *WUC* the subject of that claim.

If the *Contractor* is unable to give such documentary evidence, the *Contractor* shall give other documentary evidence of the moneys so due and payable to workers, *consultants* and *subcontractors*.

Documentary evidence, except where the *Contract* otherwise provides, shall be to the *Superintendent's* satisfaction. For the purposes of this paragraph, documentary evidence may include, without limitation, statutory declarations from workers or *subcontractors* specified by the *Superintendent*.

38.2 Withholding payment

Subject to the next paragraph, the *Principal* may withhold moneys certified due and payable in respect of the *payment claim* until the *Contractor* complies with subclause 38.1.

The *Principal* shall not withhold payment of such moneys in excess of the moneys evidenced pursuant to subclause 38.1 as due and payable to workers, *consultants* and *subcontractors*.

38.3 Direct payment

Before *final payment*, the *Principal*, if not aware of a relevant relation-back day (as defined in the Corporations Law) may pay unpaid moneys the subject of subclause 38.1 directly to a worker, *consultant* or *subcontractor* where:

- (a) permitted by law;
- (b) given a court order in favour of the worker, *consultant* or *subcontractor*', or
- (c) requested in writing by the *Contractor*.

Such payment and a payment made to a worker, *consultant* or *subcontractor* in compliance with a *legislative requirement* shall be deemed to be part-satisfaction of the *Principal's* obligation to pay pursuant to subclause 37.2 or 37.4, as the case may be.

38.4 Project Trusts

- (a) Terms defined in the Security of Payment Act as relevant to the operation of Chapter 2 of the Security of Payment Act and used (without separate definition) in this subclause 38.4, shall have the meaning given to them by the Security of Payment Act.
- (b) If:
 - (i) at the time of entry into this Contract, a project trust is not required; and
 - (ii) the Contract later becomes a contract for which a project trust is required, the Contractor must give the Superintendent and the Principal written notice of that change promptly (and within five Business Days) of the date on which the Contract becomes a contract for which a project trust is required.
- (c) 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 shall give that notice in writing to the Superintendent and the Principal.
- (d) 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.

39 Default or insolvency

39.1 Preservation of other rights

If a party breaches (including repudiates) the *Contract*, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

39.2 Contractor's default

If the *Contractor* commits a substantial breach of the *Contract*, the *Principal* may, by hand or by registered post, give the *Contractor* a written notice to show cause.

Substantial breaches include, but are not limited to:

- (a) failing to:
 - (i) perform properly the *Contractor's design obligations*,
 - (ii) provide *security*,
 - (iii) provide evidence of insurance;
 - (iv) comply with a *direction* of the *Superintendent* pursuant to subclause 29.3; or
 - (v) use the materials or standards of *work* required by the *Contract*,
- (b) wrongful suspension of *work*,
- (c) substantial departure from a *construction program* without reasonable cause or the *Superintendent's* approval;
- (d) where there is no *construction program*, failing to proceed with due expedition and without delay;
- (e) in respect of clause 38, knowingly providing documentary evidence containing an untrue statement; and
- (f) in respect of clause 32, failing to provide a monthly revised *construction program* for a period of three consecutive months.

39.3 Principal's notice to show cause

A notice under subclause 39.2 shall state:

- (a) that it is a notice under clause 39 of these General Conditions of *Contract*,
- (b) the alleged substantial breach;
- (c) that the *Contractor* is required to show cause in writing why the *Principal* should not exercise a right referred to in subclause 39.4;
- (d) the date and time by which the *Contractor* must show cause (which shall not be less than 7 clear days after the notice is received by the *Contractor*), and
- (e) the place at which cause must be shown.

39.4 Principal's rights

If the *Contractor* fails to show reasonable cause by the stated date and time, the *Principal* may by written notice to the *Contractor*:

- (a) take out of the *Contractor*'s hands the whole or part of the *work* remaining to be completed and suspend payment until it becomes due and payable pursuant to subclause 39.6; or
- (b) terminate the *Contract*.

Notwithstanding any other provision of this Contract, upon the giving of a notice under Clause 39.2:

- (c) the *Contractor* will not be entitled to any further payment in respect of the *Work* taken out of the hands of the *Contractor* unless payment becomes due to the *Contractor* under Clause 39.6; and
- (d) the *Principal* may suspend payments to the *Contractor*, until the earlier of:
 - (i) the date upon which the *Contractor* shows reasonable cause;
 - (ii) the date upon which the *Principal* takes action under Clause 39.4(a) or (b); or
 - (iii) the date which is 7 days after the last day for showing cause in the notice under Clause 39.2.

39.5 Take out

The *Principal* shall complete *work* taken out of the *Contractor*'s hands and may:

- (a) use materials, equipment and other things intended for *WUC*, and
- (b) use all *Records*, and
- (c) without payment of compensation to the *Contractor*:
 - (i) take possession of, and use, such of the *construction plant* and other things on or in the vicinity of the *site* as were used by the *Contractor*,
 - (ii) contract with such of the *consultants* and *subcontractors*, and
 - (iii) take possession of, and use, such of the *design documents*, methods of working or other documents and information,

as are reasonably required by the *Principal* to facilitate completion of *WUC* taken out.

If the *Principal* takes possession of *construction plant*, *design documents* or other things, the *Principal* shall maintain them and, subject to subclause 39.6, on completion of the *work* taken out, shall return such of them as are surplus.

The *Superintendent* shall keep records of the cost of completing the work taken out.

39.6 Adjustment on completion of work taken out

When work taken out of the *Contractor's* hands has been completed, the *Superintendent* shall assess the cost thereby incurred and shall certify as moneys due and payable accordingly the difference between that cost (showing the calculations therefor) and the amount which would otherwise have been paid to the *Contractor* if the work had been completed by the *Contractor*.

If the *Contractor* is indebted to the *Principal*, the *Principal* may retain construction plant or other things taken under subclause 39.5 until the debt is satisfied. If after reasonable notice, the *Contractor* fails to pay the debt, the *Principal* may sell the construction 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*.

39.7 Principal's default

If the *Principal* commits a substantial breach of the *Contract*, the *Contractor* may, by hand or by registered post, give the *Principal* a written notice to show cause.

Substantial breaches are:

- (a) failing to:
 - (i) provide security,
 - (ii) produce evidence of insurance;
 - (iii) rectify inadequate *Contractor's* access to the site if that failure continues for longer than the time stated in *Item 36(a)* of Annexure Part A;
 - (iv) rectify inadequate *Contractor's* possession of the site if that failure continues for longer than the time stated in *Item 36(b)* of Annexure Part A; or
 - (v) make a payment due and payable pursuant to the *Contract'*, and
- (b) the *Superintendent* not giving a *certificate of practical completion* or reasons as referred to in subclause 34.6.

39.8 Contractor's notice to show cause

A notice given under subclause 39.7 shall state:

- (a) that it is a notice under clause 39 of these General Conditions of Contract;
- (b) the alleged substantial breach;
- (c) that the *Principal* is required to show cause in writing why the *Contractor* should not exercise a right referred to in subclause 39.9;
- (d) the date and time by which the *Principal* must show cause (which shall not be less than 7 clear days after the notice is received by the *Principal'*), and
- (e) the place at which cause must be shown.

39.9 Contractor's rights

If the *Principal* fails to show reasonable cause by the stated date and time, the *Contractor* may, by written notice to the *Principal*, suspend the whole or any part of WUC.

The *Contractor* shall remove the suspension if the *Principal* remedies the breach.

The *Contractor* may, by written notice to the *Principal*, terminate the *Contract*, if within 7 days of the date of suspension under this subclause the *Principal* fails:

- (a) to remedy the breach; or

- (b) if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the *Contractor*.

Damages suffered by the *Contractor* by reason of the suspension shall be assessed by the *Superintendent*, who shall certify them as moneys due and payable to the *Contractor*.

39.10 Termination

If the *Contract* is terminated pursuant to subclause 39.4(b) or 39.9, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the *Contract* 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 subclause 10.2 applies and the *Principal* has terminated the *Contract*, the *Principal* may also, without payment of compensation, take possession of the *design documents*, methods of working or other documents and information.

If the *Principal* gives the *Contractor* a notice terminating the *Contract* under clause 39.4, the *Contractor* must:

- (a) cease the execution of the *Works* within the reasonable time stipulated by the *Principal*;
- (b) de-mobilize from the *Site* in accordance with any directions of the *Principal*;
- (c) ensure that the *Site* is left in a safe condition and the *Works* are properly secured;
- (d) without limiting clause 10, hand over all other documents and information in its possession or control relating to the *Works* and *Site* to the *Principal* packed and indexed as required by the *Principal*, and
- (e) novate or assign to the *Principal* or its nominee those subcontracts stipulated by the *Principal* and, where applicable, obtain the consent to any assignment from any other party to the relevant subcontract.

39.11 Insolvency

If:

- (a) a party is insolvent or informs the other 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 like provision under the law governing the *Contract*; 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) it enters a deed of company arrangement with creditors;

- (iii) a liquidator, controller, external manager or administrator is appointed (whether or not on a provisional basis);
- (iv) a meeting of creditors is called with a view to:
 - (A) entering a scheme of arrangement or composition with creditors; or
 - (B) appointing a controller, external manager or administrator to the party;
- (v) a receiver of the property or part of the property of the corporation is appointed;
- (vi) it takes or commences or has taken, commenced or instituted against it any process, action or proceeding, whether voluntary or compulsory, which has a object or may result in the winding up of the corporation, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or a controller, external manager or administrator is appointed or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on the corporation's business for the benefit of the creditors or any of them;
- (vii) a winding up order is made in respect of it;
- (viii) execution is levied by creditors, debenture holders or trustees or under a floating charge,

then, where the other party is:

- (e) the *Principal*, the *Principal* may, without giving a notice to show cause:
 - (i) exercise the right under subclause 39.4(a) or terminate the *Contract* under subclause 39.4(b); and
 - (ii) suspend payment to the *Contractor* and the *Contractor* may not make any further claims for payment; or
- (f) the *Contractor*, the *Contractor* may, without giving a notice to show cause, exercise the right under subclause 39.9.

The rights and remedies given by this subclause are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of contract.

The rights given by this clause are subject to any restrictions on their enforcement under Part 5.1, Part 5.2 or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).

40 Termination by frustration

If the *Contract* is frustrated:

- (a) the *Superintendent* shall issue a *progress certificate* for *WUC* carried out to the date of frustration, evidencing the amount which would have been payable had the *Contract* not been frustrated and had the *Contractor* been entitled to and made a *payment claim* on the date of frustration;
- (b) the *Principal* shall pay the *Contractor*-.
 - (i) the amount due to the *Contractor* evidenced by all unpaid certificates;
 - (ii) the cost of materials and equipment reasonably ordered by the *Contractor* for *IVUC* and which the *Contractor* is liable to accept, but only if they will become the *Principal's* property upon payment; and
 - (iii) the costs reasonably incurred:
 - (A) removing *temporary works* and *construction plant*,

- (B) returning to their place of engagement the *Contractor*, *consultants*, *subcontractors* and their respective employees engaged in *WUC* at the date of frustration; and
 - (C) by the *Contractor* in expectation of completing *WUC* and not included in any other payment; and
- (c) each party shall promptly release and return all *security* provided by the other

41 Notification of claims

41.1 Communication of claims

The *prescribed notice* is a written notice of the general basis and quantum of the claim.

As soon as practicable after a party becomes aware of any claim in connection with the subject matter of the *Contract*, that party shall give to the other party and to the *Superintendent* the *prescribed notice* or a notice of *dispute* under subclause 42.1.

This subclause and subclause 41.3 shall not apply to any claim, including a claim for payment (except for claims which would, other than for this subclause, have been included in the *final payment claim*), the communication of which is required by another provision of the *Contract*.

41.2 Liability for failure to communicate

The failure of a party to comply with the provisions of subclause 41.1 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 the *Contract* but shall neither bar nor invalidate the claim..

41.3 Superintendent's decision

If within 28 days of giving the *prescribed notice* the party giving it 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 notify the parties in writing of the decision. Unless a party within a further 28 days of such notification gives a notice of *dispute* under subclause 42.1 which includes such decision, the *Superintendent* shall certify the amount of that assessment to be moneys then due and payable.

42 Dispute resolution

42.1 Notice of dispute

If a difference or dispute (together called a '*dispute*') between the parties arises in connection with the subject matter of the *Contract*, including a *dispute* concerning:

- (a) a *Superintendent's direction*', or
- (b) a claim:
 - (i) in tort;
 - (ii) under statute;
 - (iii) for restitution based on unjust enrichment or other quantum meruit; or
 - (iv) for rectification or frustration,
 or like claim available under the law governing the *Contract*,

then either party shall, by hand or by registered post, give the other and the *Superintendent* a written notice of *dispute* adequately identifying and providing details of the *dispute*.

Notwithstanding the existence of a *dispute*, the parties shall, subject to clauses 39 and 40 and subclause 42.4, continue to perform the *Contract*.

42.2 Conference

Within 14 days after receiving a notice of *dispute*, the parties shall confer at least once to resolve the *dispute* or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

If the *dispute* has not been resolved within 28 days of service of the notice of *dispute*, that *dispute* shall be and is hereby referred to senior management.

42.3 Mediation

If the parties are unable to resolve the *dispute* within 28 days of service of the notice of *dispute*, the *dispute* may be referred to a mediator if both parties agree in writing to do so. For the purposes of this clause 42.3, the mediator must be a person:

- (a) having appropriate qualifications and experience relevant to the *dispute*;
- (b) who is agreed by the parties, or if no agreement can be reached within 7 days after the agreement to mediate, a mediator nominated by the Chair of Resolution Institute; and
- (c) who does not have any relevant conflict of interest.

The mediation shall be conducted in accordance with the Resolution Institute Mediation Rules. Each of the parties must cooperate fully with the mediator and pay an equal share of the mediator's fees and expenses.

At any time after the *dispute* has been referred to a mediator:

- (a) the parties may end the mediation if both parties agree in writing to do so; or
- (b) either party may withdraw its consent to continue to participate in the mediation.

42.4 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.

43 Waiver of conditions

Except as provided at law or in equity or elsewhere in the *Contract*, none of the provisions of the *Contract* shall be varied, waived, discharged or released, except with the prior written consent of the parties.

Failure by the *Principal* or by the *Superintendent* acting on behalf of the *Principal* at any time and from time to time to enforce or require strict compliance with, or performance of any terms of the *Contract* will not constitute waiver of, or affect, or impair such terms in any way, nor shall such failure affect the right of the *Principal* to avail itself at any time of such remedies it may have for any subsequent breach of the terms by the *Contractor*.

44 Special Conditions

The *Contractor* must comply with the special conditions set out in Annexure Part N.

45 BIF Act

45.1 Application of clauses

- (a) This clause 45 applies to the extent that *BIF Act* applies to the *Contract*.
- (b) Expressions defined or used in *BIF Act* have the same meaning for the purposes of this clause (unless the context otherwise requires).

45.2 Notice of Communications

- (a) The *Superintendent* is not the *Principal's* agent for the purpose of receiving any documents under *BIF Act* and the *Contractor* must serve such documents on the *Principal* but is also required to provide a copy of any such documents to the *Superintendent* at the same time as the *Principal*, and
- (b) When the *Contractor* receives notice of an adjudication application or suspension under *BIF Act* from any third party (including any *subcontractor*), the *Contractor* must give a copy of that *claim* or notice to both the *Principal* and *Superintendent*.

45.3 Payment Schedules Issued by Superintendent or Others

- (a) If within the time allowed by *BIF Act* for the service of a payment schedule by the *Principal*, the *Principal* does not:
 - (i) serve the payment schedule itself; or
 - (ii) notify the *Contractor* that the *Superintendent* does not have authority from the *Principal* to issue the payment schedule on its behalf,
 then a *payment certificate* issued by the *Superintendent* under the *Contract* which relates to the period relevant to the payment schedule, shall be taken to be the payment schedule for the purpose of *BIF Act* (whether or not it is expressly stated to be a payment schedule).
- (b) Unless and until the *Principal* notifies the *Contractor* in writing otherwise, the *Principal* authorises the *Superintendent* and the solicitors engaged by the *Principal* generally in connection with the *Contract*, to issue payment schedules on its behalf (without affecting the *Principal's* right to issue a payment schedule itself).
- (c) Nothing in paragraphs (a) or (b) shall prejudice the obligations of the *Superintendent* relating to the manner in which the *Superintendent* is to exercise its function of issuing a *payment certificate*, whether or not the *payment certificate* is or may also be a payment schedule.
- (d) The *Superintendent's* failure to set out in a payment schedule any amount which the *Principal* is entitled to withhold, deduct, set-off or retain does not prejudice the *Principal's* right to subsequently exercise a right to withhold, deduct, set-off or retain the amount under the *Contract*.

45.4 Suspension by Contractor

If the *Contractor*, at any time suspends the whole or any part of the work under the *Contract* pursuant to *BIF Act* then, despite any other provision of the *Contract*.

- (a) the *date for practical completion* shall not be affected but the suspension shall be a cause of delay for which the *Contractor* may *claim* an *EOT* in accordance with the *Contract*,
- (b) except to the extent (if any) expressly provided under *BIF Act*, the *Principal* shall not be liable for any costs, expenses, damages, losses or other liability whatsoever suffered or incurred by the *Contractor* as a result of the suspension.

45.5 Suspension by Subcontractors

If any *subcontractor* at any time suspends the provision by it of work, services, materials or other things (which form part of the work under the *Contract*) or takes any other action pursuant to *BIF Act*, despite any other provision of the *Contract*:-

- (a) the *Contractor* shall not be relieved of any of its obligations under the *Contract* and the suspension or other action by the *subcontractor* shall not entitle the *Contractor* to any *claim* (including without limitation, for any *EOT* under clause 35.5 or delay or disruption costs under clause 36); and
- (b) the *Contractor* shall immediately provide to the *Principal* full details of the circumstances giving rise to the *subcontractor's* right or alleged right to suspend or take other action.

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

<i>Item</i>	
1	<i>Principal</i> (clause 1)
	Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)
2	<i>Principal's address</i> Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000 Phone: 0413 870 909 Fax: N/A Email: bill.summers@rockpoolrac.com
3	<i>Contractor</i> (clause 1)
	McNab Developments (QLD) Pty Ltd ACN: 118 748 548 ABN: 63 118 748 548
4	<i>Contractor's address</i> 12 Neil Street, Toowoomba QLD 4350 Phone (07) 4620 0700 Fax (07) 4638 7376 Email: Matthew.Palmer@mcnab.net.au
t5	<i>Superintendent</i> (clause 1)
	MPC Architecture Pty Ltd T/A GJG Architects ACN 637 879 228 ABN 69 637 879 228
f6	<i>Superintendent's address</i> 12 Claudia Court, Currumbin Waters, QLD, 4223 Phone: 07 5520 1144 Fax: Not Applicable Email: michael(a)qiqarchitects.com.au

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

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- | | | |
|-----|--|--|
| 17 | (a) <i>Date for practical completion</i>
(clause 1) | Not Applicable |
| | OR | |
| | (b) <i>Period of time for practical completion</i>
(clause 1) | 60 Weeks from: <ul style="list-style-type: none"> o Piling Rig commencement on site |
| 8 | Governing law
(clause 1) | Queensland |
| 9 | (a) Currency
(clause 1) | Australian Dollars |
| | (b) Place for payments
(clause 1) | Brisbane |
| | (c) Place of business of bank
(clause 1) | Brisbane |
| 110 | The <i>Principal's Project Requirements</i> are described in the following documents
(clause 1) | 1 Preliminary design (if included in Item 11)
2 Principal's Project Requirements (as included in Annexure Part B)
3
4
5 |
| f11 | <i>Preliminary design</i>
(clause 1) | a) A preliminary design
❖ is included
in the <i>Annexure Part C</i> .
If neither deleted, a preliminary design is not included
b) The preliminary design documents are:
1 Included in the Annexure Part C |
-

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

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

11A Principal Retained Consultants

1. Architect
2. Interior Designer
3. Town Planner
4. Bushfire Consultant
5. Certifier

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

t12A	<i>Schedule of rates, bill of quantities</i> (not forming part of <i>Contract</i> but used for <i>variations, progress</i> <i>payments</i> and rated provisional sums) (subclause 2.4C)	Not Applicable
f12B	Quantities in <i>bill of quantities</i> or schedule of rates, limits of accuracy (subclause 2.5(b))	Not used
12C	GMP	\$34,267,400.00 (Thirty-Four Million Two Hundred and Sixty-Seven Thousand Four Hundred Dollars and Zero Cents) excluding GST
12D	Share of GMP Savings	100% of the first \$45,000.00 of GMP Savings achieved goes to the <i>Principal</i> . Thereafter any and all further savings achieved are split equally 50% to the <i>Principal</i> and 50% to the <i>Contractor</i>
12E	Agreed D&C Margin	10% equates to a value of \$3,108,400.00
12F	Profit percentage - acceleration	10%
12G	GMP Base Costs	\$24,535,540.50
12H	GMP Preliminaries	\$4,315,552.50
12I	Development Management Fee	\$75,000.00
12J	Excluded Trade Costs	Joinery & Benchtops \$1,497,651.00 Sanitary Hardware/Hydraulic FFE/Grab Rails, etc \$735,256.00 Are limited to the Scope of Works as identified within Annexure Part L
13	Provisional Sum and PC Items percentage for profit and attendance (clause 3)	10%
14	Contractor's security	

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

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

(a) Form (Clause 5)	Two unconditional undertakings each in the amount of 5% of the <i>contract sum</i> from a financial institution approved by the <i>Principal</i>
(b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	5% of the <i>contract sum</i>
(c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	10% with option of alternative security as per <i>Item 14(a)</i> .
(d) Time for provision (except for retention moneys) (clause 5)	14 days after date of <i>Contract Execution</i> or at such other time as advised by the <i>Contractor</i> .
(e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3)	The <i>ft^{va}</i> lue of unfixed plant and materials claimed by the <i>Contractor</i>
(f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount originally provided (2.5% of <i>Contract Sum</i>)
(g) <i>Contractor's security</i> upon expiry of the <i>defects liability period</i> stated in <i>Item 32</i> is reduced by (subclause 5.4)	100% of amount originally provided (2.5% of <i>Contract Sum</i>)
14A <i>Deed of guarantee, undertaking and substitution</i> (subclause 5.6)	& <i>c/eecl</i> of <i>guarantee, undertaking and substitution</i> is not required . if not requested within 14 days of the <i>date of Contract Execution</i> the <i>Principal</i> may require the <i>Contractor</i> to comply with subclause 5.6 at any time during the <i>Contract</i> , i.e. at any time prior to <i>final certificate</i> .
+15 <i>Principal's security</i>	
(a) Form (clause 5)	Not Applicable
(b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not Applicable
(c) Time for provision (clause 5)	Not Applicable

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

**DoH
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Z/u**

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*.

(d) *Principal's security upon certificate of practical completion is reduced by (subclause 5.4)* Not Applicable

15A	Address for service of BIF Act notices (subclause 7.2)	The <i>Principal's</i> address	
15B	Email file size (subclause 7.3)	10Mb	
t16	<i>Principal</i> -supplied documents (subclause 8.2)	Document	No. of copies
		1 <i>Preliminary Design</i>	1no Hard Copy 1no Electronic
		2	
		3	
		4	
		5	
			If nothing stated, 5 copies
t16A	Reliance Documents (subclause 8.2A)	Document	Purpose/extent for which the document may be relied (subject to subclause 8.2A(f))
		Not applicable	Not Applicable
f17	Documents, numbers of copies, and the times or stages at which they are to be supplied by the <i>Contractor</i> (subclause 8.3)	Document	No. of copies
		1 For Construction documentation	One (1) hard Copy in A3 format
			Time/stage
			Ten (10) <i>business days</i> prior to the relevant construction work commencing

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

Part A

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2	Operation and Maintenance Manuals	One (1) hard copy and One (1) electronic	Twenty (20) business days prior to the earlier of the date for practical completion and the date of practical completion
3	Asset Database	One (1) electronic copy	Twenty (20) business days prior to the earlier of the date for practical completion and the date of practical completion
18	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days	
t18A	Documents to be delivered to <i>Superintendent</i> before <i>practical completion</i> (subclause 8.7)	Draft As Built Information Draft Operation and Maintenance Manuals, Test Certification	
19	Subcontracting (subclause 9.2)	Work by consultants None	Work by others None

**ANNEXURE to the
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Design and Construct**

Part A

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20	Novation (subclause 9.4)	<i>Subcontractor or selected subcontractor, as the case may be</i>	Particular part of the <i>preliminary design or selected subcontract work, as the case may be</i>
		None	None
21	<i>Intellectual property rights</i> granted to the <i>Principal</i> , the Alternative applying (subclause 10.2)	Alternative 2	
22	<i>Legislative requirements</i>		
	(a) Those excepted (subclauses 11.1 and 11.3)	Those Conditions and <i>approvals</i> expressly stated to be in the <i>Principal's</i> responsibility in the <i>approvals matrix</i> contained within Annexure Part E	
	(b) Identified <i>WUC</i> (subclause 11.2(a)(iii))	Those Conditions and <i>approvals</i> expressly stated to be in the <i>Principal's</i> responsibility in the <i>approvals matrix</i> contained within Annexure Part E	
22B	<i>Contract sum</i> inclusive or exclusive of GST (subclause 11A.2)	Exclusive of GST	
22C	Additional Obligation Documents (clause 11B)	Not Applicable	
22D	<i>Contractor's QBCC Licence Number</i> (subclause 11C.2)	1094350	
22E	Limit of Liability (clause 15.5)	100% of the <i>GMP</i> (as adjusted in accordance with the <i>Contract</i>)	

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Part A

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23	Insurance of <i>the Works</i> (clause 16A)	The Contract Sum									
	(a) Not used										
	(b) Provision for demolition and removal of debris	\$2,000,000.00									
	(c) Provision for <i>consultants'</i> fees and <i>Principal's</i> consultants' fees	\$2,000,000.00									
	(d) Value of materials or things to be supplied by the <i>Principal</i>	Nil									
	(e) Additional amount or percentage	10% of the contract sum									
24	Professional indemnity insurance (clause 16B and subclause 9.2(d))										
	(a) Levels of cover of <i>Contractor's</i> professional indemnity insurance shall be not less than	\$20 million									
	(b) Period for which <i>Contractor's</i> professional indemnity insurance shall be maintained after issue of the <i>final certificate</i>	6 years									
	(c) Categories of <i>consultants</i> and levels of cover of <i>consultants'</i> professional indemnity insurance	<table><tr><th>Category</th><th>Levels of cover</th></tr><tr><td>Structural Engineer</td><td>\$10 million</td></tr><tr><td>Services Engineer</td><td>\$5 million</td></tr><tr><td>Other Consultants</td><td>\$5million or such value commensurate with the services being provided</td></tr></table>	Category	Levels of cover	Structural Engineer	\$10 million	Services Engineer	\$5 million	Other Consultants	\$5million or such value commensurate with the services being provided	
Category	Levels of cover										
Structural Engineer	\$10 million										
Services Engineer	\$5 million										
Other Consultants	\$5million or such value commensurate with the services being provided										
	(d) Period for which each <i>consultant's</i> professional indemnity insurance shall be maintained after issue of the <i>final</i> <i>certificate</i>	6 years									

**ANNEXURE to the
General Conditions of Contract for
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Part A

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25	Public liability insurance (clause 17)		
	(b) Amount per occurrence shall be not less than	\$20million	
25B	(a) Time for giving access (subclause 24.1)	within	On the <i>date of contract execution</i>
	(b) Time for giving possession (subclause 24.1)	within	On the <i>date of contract execution</i>
26B	<i>Separate Contractors</i> (subclause 24.2B(a))	FFE Contractor Food and Beverage Contractor	
t26C	<i>Excepted latent conditions</i> (subclause 25.1)	None	
	(Note: Any items listed are site conditions for which the <i>Contractor</i> will <u>not</u> be entitled to claim <i>latent conditions</i> i.e. the <i>latent condition</i> risk is allocated to the <i>Contractor</i>)		
f26E	Special Warranties (subclause 28A.1)	Not Required	
t26F	Not Used		
t26G	Work to be included in the Commissioning Program (subclause 30A.1(a))	Any services and equipment that require commissioning, as set out in the <i>Principal's Project Requirements</i>	
f26H	Working hours and working days (clause 31)	Working days mean: Monday - Saturday Working hours mean: 6:30am - 6:30pm	
27	The information, materials, documents or instructions and the	Documents or instructions 1 TBC	Times/Periods TBC

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

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

Part A

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times by, or periods within which they are to be given to the <i>Contractor</i> (clause 32)		2	
		3	
		4	
		5	
J28	Qualifying causes of delay, causes of delay for which EOTs will not be granted (clause 1 and subclause 34.3 and other subclauses)	•	any cause of delay within the reasonable control of the <i>Contractor</i> or any <i>subcontractor</i> (including selected or novated subcontractors)
		•	any cause of delay caused or contributed to by the <i>Contractor</i> failing to comply with its obligations under the <i>Contract</i>
		•	any cause of delay which does not, or the effects of it do not, affect the <i>Contractor's</i> critical path for completion of the <i>Works</i>
		•	any cause of delay which the <i>Contract</i> expressly excludes the <i>Contractor's</i> entitlement to an EOT
t29	Liquidated damages, rate (subclause 34.7)		\$8,200 per day
29A	Cap on Liquidated Damages		5% of the GMP
f30	Bonus for early <i>practical completion</i> (subclause 34.8)		
	(a) Rate		Not applicable.....
			 per day \$..... per day

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

**ANNEXURE to the
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Part A

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(b) Limit Not applicable
.....per day \$.....per day

OR

.....% of contract sum

If nothing stated, there is no waiver

f31 Other *compensable causes*
(paragraph (b) of clause 1 and
subclause 34.9)

- (a) Latent Conditions
- (b) Change in *legislative requirements*; and
- (c) a direction by *authority* but not where the *direction* arose from the failure of the *Contractor* to comply with a *legislative requirement*.

f31A Delay rates
(subclause 34.9)

\$ 16,000.00 per day

f32 *Defects Liability period*
(clauses 4 and 35)

12 months

32 Payment Claim (clause 37.1)

25th of each month

(a) Times for *payment claims*

The date worked out as follows:

(i) except for the month of December, the last day of each month for WUC done to the 25th day of that month; and

(ii) for the month of December, the 20th of December for WUC done to the 18th of December.

OR

(b) Stages of *WUC* for progress
claims

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

**ANNEXURE to the
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Part A

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**33A Time for *progress payment*
(subclause 37.2)**

Progress payment shall be made within 15 *business days* after Superintendent's receipt of the *payment claim*.

The Parties have agreed to generate a process that will allow the *Contractor* to be paid 7 days from the date of the *progress claim*, excluding the first *payment claim*.

This is a "best endeavours" agreement. The *Contractor* must provide the agreed information within the pre-agreed time-frames to enable this process to be achieved

Refer to Annexure Part U - Other Agreements.

33B Time for Final Payment Claim

For the final *payment claim*, the later of the date worked out as follows:

- (a) Within 28 days after the expiration of the last to occur:
 - (i) the completion of any specified new works or rectification works required by the *Superintendent* to be effected by the *Contractor*,
 - (ii) the *defects liability period*, or
 - (iii) where there is more than one *defects liability period*, the last to expire,

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

Part A

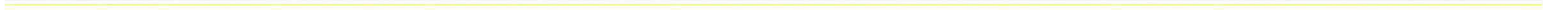
This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

- | | |
|---|--|
| <p>34 Unfixed plant and materials for which payment claims may be made (subclause 37.3)</p> | <p>Lift services (to the extent that a deposit is required)</p> <p>Form Work</p> <p>Masonry / Precast Concrete</p> <p>Carpentry / Joinery</p> <p>Doors and Windows</p> <p>Door Hardware</p> <p>Tapware & Sanitaryware</p> <p>Light Fittings</p> <p>Tiling</p> <p>Window furnishings, Blinds & Curtains</p> <p>Plant, equipment and Appliances</p> <p>Ceilings & Partitions</p> <p>Metalwork</p> <p>Floor and Wall Coverings</p> <p>Mechanical, Electrical, Fire & Hydraulic Services</p> <p>Plumbing Fixtures & Fittings</p> |
| <p>35 Interest rate on overdue payments (subclause 37.5)</p> | <p>1% above the Reserve Bank of Australia cash rate which is ruling at the time that the payment first becomes overdue.</p> |
| <p>36 (a) Time for <i>Principal</i> to rectify inadequate access (subclause 39.7(a)(iii))</p> <p>(b) Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7(a)(iv))</p> | <p>7 days</p> <p>7 days</p> |

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

Part B

PRINCIPAL'S PROJECT REQUIREMENTS



Rockpool RAC Pelican Waters

Principal Project Requirements (PPR)

Prepared by - GJG Architects

Client - Rockpool RAC Pelican Waters Pty Ltd

Date- November 2021

Project Address: - Lot 90 on SP 316217
Spitfire Banks Drive, Pelican Waters

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1 Overview

The contractor is to facilitate the Design and Construction of a 150-bed residential aged care facility including ground floor back of house amenities, administration, and public areas, plus 5 levels of aged care accommodation, external works inside the property boundary, associated works outside the property boundary as identified in the Preliminary Design, landscaping, carparking and all authority approvals required to complete the works.

The Principal is Rockpool (RAC) Pelican Waters Pty Ltd. For the avoidance of doubt, the terms "Client" or "Rockpool" within this document have the same meaning as "Principal."

1.1 Current Status

As at the publishing of this PPR the Architectural building documentation is at Design Development (70% complete) only.

1.2 Reading this Document

This document is arranged in a hierarchical format which should be kept in mind when interpreting its requirements. The hierarchy is arranged as follows: -

- Principals Philosophy
- Project Wide Requirements
- Building Requirements
- Schedules of Specific Requirements.

1.3 Deviations from PPR

It is understood that deviations from this PPR will likely occur. All deviations need to be agreed to by the Principal. The hierarchy mentioned above has been set in such a way that it is envisaged that it is more likely that deviations will occur toward the bottom of the hierarchy (Schedules) than the top (Philosophies).

2 Principals Philosophies

The Principal (Rockpool) has specific philosophies towards the approach to the building and running of the Aged Care facility that should inform the creation of the building.

These are: -

- Innovation where possible to improve the operation of the facility and control the operational expenses - generally this would be manifested in the building services.
- A higher percentage of Building Area is to be manifested within the Resident Rooms as opposed to the common areas when compared with similar Aged Care Facilities.
- Front of house areas to have a higher level of finish to appeal to families and potential residents.
- The need to provide some market differentiators within the facility as a point of sale.

3 Project Wide Requirements

3.1 General Building and Development Description

The builder is to construct a 150 resident aged care facility for Rockpool.

The construction scope shall include: -

- Construction of a 150 resident room aged care facility
- All Site works to construct the facility and leave the site in a completed manner.
- All relevant authority approvals to complete the above items.
- All required and Relevant Service Connections
- The instatement of any required Easements
- Completion of all consultant's design and documentation (with the exception of the consultants nominated as Client Retained Consultants) in order to complete the design sufficient to complete the above items.

3.2 Standard of Finish and Benchmark Project

The design, selection and installation of all systems, elements, components, fitments, fittings, materials and the like necessary to complete the D&C works are to be to an acceptable quality within the agreed contract price, and of appropriate durability and life cycle cost and are to be fit for purpose for use as a contemporary residential aged care building suitable for high care and dementia residents.

The existing Rockpool Morayfield facility should be referred to as the Benchmark for scope, cost and finish.

For the provision of Principal and Contractor supply items, the proposed Carseldine facility should be used as the benchmark.

Where any doubt, ambiguity or omission exists, or clarity is not clearly represented in this PPR or the Preliminary Design, the Morayfield constructed facility should be referred to as the reference position to provide such clarity.

On request Rockpool will make every effort to assist the contractor to have access to the Morayfield facility for the purpose of benchmarking.

3.3 Design Development

The Contractor is to manage the process of further design development, cost review and reporting to the Client, through to a documentation stage suitable for use to construct the facility.

3.4 Design Consultants

3.4.1 Client Appointed and Retained Consultants

Client appointed and retained consultants include;

Architect/ Superintendent	GJG Architects
Town Planning	TP Alliance
Interior Designer	Martinique Design Studio
Client-Side Quantity Surveyor	Mitchell Brandtman

Client Nominated Contractors include;

Nurse Call - Design and Construct	Cable Comm - Subject to Prov Sum
Electronic Access Control and Security CCTV - Design and Construct	Cable Comm - Subject to Prov Sum

The Contractor is responsible to co-ordinate all design, specification, and construction of works under the D&C contract to complete the building in accordance with the intended scope and intent of client appointed consultant drawings and specifications and is deemed to have included all items whether specifically drawn, specified, implied, not shown or are otherwise required within their contract price, where reasonably inferable from this PPR and the Preliminary Design.

The building certifiers position may be revisited as a client appointed and retained consultant with the agreement of all parties.

3.4.2 D&C Consultancy

The Contractor takes on all responsibility for the design of remaining consultancies required to complete the building works.

With respect to services trades undertaken as a Design and Construct sub-contract, the Contractor is to;

- provide a defect inspection from the D&C services subcontractor's consultants and confirmation that the items raised have been rectified and,
- provide a final inspection report from the original design consultant to confirm compliance with the original brief.

3.4.3 Coordination of Consultants Documentation and Clash Detection

The Contractor is responsible to ensure the individual consultants and the consultant team in general co-ordinate all design, drawings, and specifications between the various consultants, including both those being taken on in a D&C arrangement and those being retained by the client.

The Contractor shall also be responsible to co-ordinate any clash detection being undertaken amongst the consultants.

3.5 Development Application

The Development Application (DA) has been obtained.

Any fees associated, any subsequent headworks fees or contributions, further approvals including compliance assessments, resulting from the DA Approval are payable by the Client.

The Contractor is responsible to facilitate the design and approvals for the facility and to construct and complete the building such that it complies in every respect with all conditions of the DA and is deemed to have allowed for all such design and construction works as are necessary whether stated, shown, implied, not shown or are otherwise required within the contract price, where reasonably inferable from this PPR, the Preliminary Design and the DA Conditions.

Upon commencement of the building contract the Contractor and the Client are to undertake a DA conditions review and further assign responsibility for managing and discharging the requirements of the DA conditions.

3.6 Performance Solutions

The Contractor has allowed to work with the design Consultants, and the Principal to determine any compliance issues that may need to be approved as alternate or performance solutions, where agreed by the Principal to form part of the project scope. This includes those shown in the table below among others that may be identified during the design phase.

The Contractor has assumed that Rockpool will provide supporting documentation where required to enable the Contractor to obtain alternate/performance solutions.

Number	Description
1	Fire Engineering Alternate Solution for smoke compartment sizes.
2	Fire Engineering alternate solution to address egress stairs to be classified as external stairs.
3	Removal of stair pressurisation from stairs.
4	Fire Engineering alternate solution to address the removal of Sprinklers to the main switchboard electrical room. FER will also likely need to address upgrading smoke walls to fire rated smoke walls to facilitate horizontal initial exiting strategy (further information under section 4)
5	Performance Solution to be provided to address the removal of accessible compliant rooms.
6	Performance Solution to be provided to combine the slop hopper and disinfection appliance.
7	Performance Solution to be provided to remove handrails to public corridors.
8	Performance Solution to be provided to remove the provision of a fixed bath.

3.7 Consultant and Authority Fee Responsibilities

The following provides clarity on which parties are responsible for payment of authority and consultant fees (please read in conjunction with the ECI Agreement);

Item	Description	Responsible Party
A	Retained Consultants	Rockpool
B	Balance of Design Consultants	Contractor
C	QLeave	Rockpool
D	Titles Registration (including establishing Easements) where required	Rockpool
E	Marketing Plans and Renderings	Rockpool
F	DA approval contributions	Rockpool
G	Land Holding Costs	Rockpool
H	Land Tax (if applicable)	Rockpool
I	Contract and Body Corporate set-up costs (if applicable)	Rockpool
J	Cost associated with Operational Works or Compliance Assessment Approvals (if required)	Rockpool
K	Operational Licensing Requirement Costs (e.g., food production)	Rockpool
L	Power- Application, inspection, and connection fees (not temporary connection)	Rockpool
M	Water- Application, inspection, and connection fees (not temporary connection)	Rockpool
N	Sewer - Application, inspection, and connection fees (not temporary connection)	Rockpool
O	Stormwater - Application, inspection, and connection fees (as required)	Rockpool
P	Phone/Internet - Application, inspection, and connection fees (not temporary connection)	Rockpool
Q	Any other permanent government, utility, authority, or infrastructure cost	Rockpool
R	Temporary Connections of utilities for building period	Contractor

3.8 Sustainability

As a minimum the following will need to be incorporated in the project: -

- 100kL Rainwater Tank for Irrigation
- 99kW PV System
- Energy Management System with metering consistent with Carseldine.

It is to be noted and understood that Rockpool are currently constructing a similar sized facility at Carseldine which is intended to achieve 5 Star Green Star accreditation from the Green Building Council of Australia, although the Pelican Waters facility will not be attempting to get GBCA accreditation the majority of the building inclusions from that facility are envisaged by Rockpool to be incorporated here at Pelican Waters. Those that are to be included will be described within the DD documentation.

4 Building Requirements

Build an Aged Care facility and for the number of residents included in the general building parameters schedule. The facility shall be designed so that the Principal can satisfy the accreditation and registration requirements under the Aged Care Act 1997 (Cth) and the Aged Care Principles under the Aged Care Act 1997 (Cth). In this regard, the design is the responsibility of the Architect and the Principal, and it is the Principal's responsibility to obtain these approvals.

The facility is to include a mix of resident room sizes to give consistency with Rockpool's philosophies. The building is to be organised into operational nodes that can be efficiently staffed.

The building is to include the following uses and facilities generally in accordance with the exemplar projects.

- Porte Cochere Drop-off facility to provide a destination entrance to the facility as per Concept Design
- Impressive Entrance Foyer
- The following uses with direct association with the foyer - Cafe and associated seating area, Reception, Hair Salon, Lift, Entrance Handwashing, and sign-in areas.
- Administration - 6 Offices and Administration area
- Common Area Ablutions
- Central Production Kitchen and Laundry appropriately sized for resident numbers
- Laundry Chute for Delivery of soiled linen to Laundry is envisaged to assist in protecting against cross-contamination.
- Loading Zone - with covered areas for rear of vehicles and access for logistics connections throughout the facility
- Bin Room (Mechanically Ventilated)
- Dedicated Maintenance Store
- Wellness Centre - Dental/Physio Room, Consulting Room and Wellness/Gym. Large room (Gym) to include uses such as massage tables, exercise equipment, parallel bars, and the like.
- Function/Activities Room and associated Theatre Room - configured such that Theatre space can spill over into Function Area. Each of these spaces though are to have separate entrances. Theatre as much as possible to evoke a theatre going experience.
- Staff Facilities- Staff Lunchroom, Lockers, Staff Ablutions and Staff Shower Room. Lunchroom to have external access.
- Private Meeting Room
- Interview Room
- A dedicated Memory Support Unit (MSU) to include:
 - o 2 Separable Sub-Units
 - o Shared Nurse Station with Access to both Sub-Units
 - o Shared Medication (Treatment) Room

- o Shared Servery with Access to both Sub-Units
- o Shared Dirty Utilities (Pan) Room with access to both sub-units
- o Shared Cleaners Room
- o Bathroom for Mobile Bath - Shared or Separate
- o Accessible Visitors WC for each sub-unit
- o Dining Room for Each Sub-unit
- o Lounge Room for each sub-unit
- o Wanderers Patio fully Secured for each sub-unit. Security Climb and Fall prevention is imperative for these areas.
- General Resident Operational Resident Nodes (approx. 30 residents)
 - o To be divided into smaller (approx. 15) resident 'cottages'
 - o Nurse Station - shared by both cottages - with day desks as required per cottage
 - o Treatment Room - shared by both cottages
 - o Pan Room - Shared between cottages
 - o Cleaners Room - shared between cottages
 - o Servery - Shared between cottages
 - o Bathroom - Shared between cottages
 - o Quiet Room per node as design permits
 - o Dining Room per cottage
 - o Lounge Room per cottage
 - o Visitors' Accessible WC per cottage
- Landscaping to provide: - Aesthetic presentation, Recreation Areas, Walking Opportunities, therapeutic gardening opportunities and generally low maintenance.
- Structural Methodology - to provide a structurally sound and cost efficient fit for purpose design.
- Mechanical Methodology - To be in accordance with AS1668 and provide Airconditioning to all areas of the building and integrate with the building EMS system as provided.
- Electrical Methodology - Provide fit for purpose electrical and lighting systems throughout the building including PV solar inclusion, accommodation of emergency generator capacity and metering to co-ordinate with EMS system.
- Communications Methodology - The contractor is to allow for backbone cabling for communications system throughout facility - refer schedule.
- Nurse Call - Provide complete nurse call system throughout entire facility - refer schedule
- Security - Security Access system and CCTV system equivalent to the exemplar project.
- Hydraulics - Fit for purposes hydraulic design and fixtures equivalent to that of the exemplar projects.
- Fire Detection - Allow for fire detection and alarm system in accordance with AS1670 and configured for a cascading alarm system to be developed in conjunction with the client's evacuation consultant.
- Fire Sprinklers - Fire sprinklers throughout the facility - refer schedule.
- Building needs to Incorporate Evacuation Strategy that allows building to have a cascading alarm system that allows building to be evacuated horizontally in the first cascade to avoid moving residents vertically in the event of false alarms. This will likely involve upgrading some smoke walls within a floor to some form of fire rated wall. This work to be undertaken between Evacuation Consultant (client retained), Certifier and Fire Engineer, among others.

5 Schedules

The contractor shall allow for the following elements for the design and construction of the project, subject to client approval of the design and cost reviews.

5.1 General Building Parameters

Total Number of Residents	150
Number of Residents per Operational Unit	30 (2 by 15 Resident Sub-units)
Dementia Specific Unit Size	30 (2 by 15 Resident Sub-units)
Number of Floor Levels	6
Occupancy of Resident Rooms	Single Occupant Rooms
Carparks	38
Lift Access	1300 Clear minimum door width
Lift Car Clear Depth	2200 car depth for deliveries
Porte Cochere Clearance	3600 minimum
Loading Vehicle Clearance	3800 minimum unless otherwise agreed
Facilities Management Software	Allow for the use of the Web FM Operation and Maintenance Manual system. Contractor responsible for all costs in setting up system and first year's fees. Principal responsible for ongoing licensing fees beyond the above.

5.2 Architectural and Interior Elements

Flooring		
Floor finish type to be consistent with the Prelim Design and the exemplar projects		
Carpet	The Contractor shall allow for supply of carpet and adhesive using a direct supply agreement between Rockpool and Amtico, at the rates shown below.	
Mannington Broadloom Carpet with Integra HP Backing	Poetica	\$44.85/m2
HP Integra Adhesive	HP Integra Adhesive	\$112.00 per drum
These rates to be confirmed with Mannington contact : Mark Taylor - Sales Director Australia and New Zealand - 0477 708 418 mark.taylor@amtico.com		
Pavers to Podium Decks	Terraces to include paver selection from a Adbri Euro Slate/Classic or the National tiles Beaton range on a raised paver support system such as versipave.	
Discrepancies between Architect and Interior Designer	Floor finishes are to be in accordance with the interior finishes schedule, taking precedence over the architectural floor finishes plans.	

Wall and Ceiling Systems	
Wall systems and finishes are generally shown on the architectural plans and as per the exemplar project.	
Impact Protection	1200 high impact board to lower portion of corridor and common areas. Standard Plasterboard above.
General Wall Treatment at openings	Square Set Plasterboard
Handrails to Corridors	The contractor is not to allow handrails to corridors. Client has instructed contractor to have handrails removed under a performance solution.
Skirtings	General Skirting Standard paint finished pine finger jointed splayed skirting (66x11 nominally) Corridor Skirtings to be 180x19 nominally oversized skirting.
Door Frames	Standard metal door frames generally.
Vinyl Wall Coverings Scope	Kitchen, Serveries, Laundry, Pan Rooms, Cleaners Room
Vinyl Wall Coverings Notes	Full Height
	To comply with food and safety requirements where in food pre/handling areas

Extinguishers	Fire Extinguishers where required are to be surface mounted rather than concealed in cupboards or the like.
Ceilings	Generally, Plasterboard or Wet Area Plasterboard Throughout
Ceiling Heights (subject to final coordination)	Bedrooms - 2700 Wet Areas - 2400 Corridors/ Common Areas - 2700 Key Rooms (E.g., Function, Lounge, Theatre etc) may be targeted to have some ceiling heights over 2700.
Cornice General treatment	Generally standard 90mm Sconce Cornice or square set throughout.
Feature Cornice	Boral Cairo or equivalent four stepped cornice for foyers, key corridor spaces, dining rooms and lounges.
External Concrete Soffits	Due to sprinkler and section J requirements, it is likely most concrete soffits will be covered by an FC dropped soffit. Where exposed concrete soffits do exist, they are to be Class 3 off-form concrete with a textured paint finish
Acoustic Reverberation Control	No allowance required for additional reverberation or other acoustic treatment, where not identified in the preliminary design.

Joinery	
To Resident Rooms	Scope generally as Per Morayfield and described below
Main Bedroom	Wardrobes
	Desk, shelves, and backboard. Backboard behind TV and Shelf to all room types except T1 rooms. T1 Rooms to have feature paint finish in lieu.
	Kitchenette (To all rooms other than T1 and MSU rooms)
	Bedhead Panel
	Freestanding Bedside Table
	Contractor to Provide 150mm high Painted MDF Pelmet across external wall of resident rooms.
Ensuite	Medicine Cabinet with Open Shelves either side
Serveries, Kitchen and Laundry	To be consistent with Food services and laundry consultant's concept.
Reception Desk	Refer Prelim Design and Interiors Concept Designs
Servery Benchtops	Refer interior Designer's selection or standard Smart Stone range (or equivalent) if no selection made
Joinery Panelling and Other Benchtops	Standard Laminate

Handles	Standard Joinery Handles
Hinges	Standard Joinery Hinges
Drawer closers	Soft Closers not required
Joinery Locks	Standard joinery locks to residents' bedrooms as nominated.
Shelving	No allowance is required for racking/shelving to linen store, cleaners stores or other storerooms.

Glazing and Windows	
Compliance	Windows and Doors to comply with all statutory requirements including but not limited to -NCC Section J -Statutory Acoustic Requirements -Australian Standards
Auto Doors	Main Entry Door Only
Glazing Type	Glazing Suites are to be standard G. James or Equivalent
Insect and Security Screening	All operable windows and external sliding doors to have non-combustible window screens. All Windows (and Sliding Glazed doors with fall exposure) above the ground level to have screening capable of legally meeting requirements of shielding from falls from heights.
Powder Coating	Standard Powder coat colour. Minimum 6-year warranty. Dulux Duratec or equivalent is likely required to maintain manufacturer's warranty in a commercial facility of this size.
Window Restrictors	Ground Floor windows and MSU windows to be fitted with Window Restrictors. Window restrictor also to be fitted to anywhere that the BCA would otherwise require them.

Painting	
General System	Quality 3 Coat system generally throughout. Dulux or equivalent
Painted External Walls	Refer concept drawings. External rendered walls to be finished with external grade 3 coat render and paint system which is non-combustible to the satisfaction of the Building Certifier and Architect. Joints in render shall be minimized where possible.
Stairwells	Internal Masonry surfaces in stairwells to be left unpainted.

Roofing	
Roof Sheeting	Standard Custom Orb or Kliplok Roof sheeting (depending on slope) unless noted otherwise. As a general rule Trimdek type sheeting will not be considered.
Gutter Guard	Allow non-combustible gutter guard to all gutters

Signage	
General Signage	Contractor to allow for all Statutory Signage required and Signage to Resident Rooms consistent with that provided at Morayfield.
Corporate Signage to External of Building	Allow Provisional Sum
Wayfinding Signage	Allow Provisional Sum

Miscellaneous	
Acoustic Treatments	To the requirements of the Building Code of Australia and any Acoustic Requirements identified in the DA Process
Laundry Chute	Proprietary System - JD Macdonald or approved equivalent
Door Hardware	Consistent with Reference projects
Boundary Fencing	As nominated on Landscape Preliminary Design. Where not nominated but extent shown allow 2100H lightweight commercial palisade style fence in powder-coated finish.
Kitchen, Laundry and Serveries	Builder to allow for fixed fit-out including stainless steel benches.
Fall Arrest	Allow for standard fall arrest system to roofed areas (anchor points).
Fire Stair Handrails	Handrail/balustrade to fire stairs to be galvanised.
Main Switch Room	Allow for the Main switch room to be constructed to 2-hour fire rating. Fire sprinklers to be omitted from this room.

5.3 FFE

Refer preliminary FFE schedule for supply of FFE items. Items are divided into three Groups.

- Group 1 - Contractor Supply and Install
- Group 2 - Client Supply, Contractor Install
- Group 3 - Client Supply and Install

Chemical Storage	Proprietary bunded galvanised mesh chemical storage cage to be provided as a Group 1 item.
Loose Furniture	No allowance for the supply and installation of loose furniture is required. This will be the responsibility of the Client (Group 3).
Window Furnishings	No allowance to be made for window furnishings. This will be the responsibility of the client (Group 3).
AV Equipment	No allowance has been made for any Audio-Visual equipment to the theatre or resident rooms.
Defibrillator	A Group 2 item Defibrillator to be included around reception area.
Ceiling Hoists	No allowance is required for ceiling hoist rails - not to be included.
Services to FFE	Allow to provide services (power, water & waste) to all Group 2 FFE items. The Contractor is to take possession of Group 2 items from the Principal on site in accordance with the Contractors programme and install and connect to services (where required). The Principal shall confirm all services requirements for FFE Group 2 items with sufficient time to enable the design documentation to be finalised.
Hoggings	Hoggings or other in wall support to be provided for all known fixed FFE items.
	No allowance required for additional noggings, structure or wall strengthening for client installed items including artwork, mirrors, whiteboards, pinboards etc, unless nominated in the Preliminary Design.

5.4 Landscaping

Landscaping shall be completed to a standard similar to the Morayfield facility, including hard and soft landscaping elements

All footpaths from exits to lead through to municipal footpaths. Should an authority footpath not exist in the road frontage where footpath is leading then Rockpool should be consulted as to their preferred alternative with terminating that footpath.

External Hard surfaces including footpaths to be generally coloured concrete finish.

5.5 Structural

Provide a structurally sound building.

Allow for sufficient slab strength and support to minimise deflection, (critical for vinyl installation)

Allow for movement joints as per engineer's advice positioned to avoid excessive control joints in floor surfaces.

Allow for block work to the full perimeter of the building with internal concrete columns.

Allow for a lightweight truss roof system with some structural steel to create heads etc. where needed.

All structure of the building will need to be non-combustible; the majority of the structure will need to be fire rated - refer BCA requirements.

5.6 Civil

Refer Development application and /or approval documents. Allow to connect to authority provided stormwater connection.

- Allow for levels (and all earthworks/retaining structures to achieve these) as per architectural plans and preliminary civil plans.
- Allow for external pavement types as per the landscape and civil design drawings.
- Allow for 100kL of underground stormwater retention for landscape irrigation.
- Allow for the sewer and water connections located adjacent property boundaries including all light works and Traffic management if required.
- Allow for wheel stops to the carpark where required.

5.7 Mechanical

Bedroom AC (Resident rooms)	3 Pipe VRF AC systems
	Bulkhead units with side blow register
	Outside air to resident rooms shall be via external windows/doors or spill air from adjacent corridors to comply with requirements of AS1668.
	Each room to have wall mounted AC control
Resident Ensuites Meeh Vent	Allow to provide bedroom ensuite exhaust system to discharge horizontally through the fagade. The exhaust fan shall be interfaced and operate in conjunction with the ensuite light switch.
Common Area AC	As a minimum, allow for 2 pipe VRF heat pump systems to all common areas. Outside air shall be ducted to the common area AC units
Treatment Room AC	Allow for Treatment Rooms to be kept at less than 23 degrees Celsius for safe medication storage.
Central AC Controller	All AC units shall be wired to a central controller to inspect/override all AC system (including bedrooms)
Air Curtains	Allow for air-curtains on the foyer entry (at ceiling level) only.
Kitchen and Laundry	To be provided with Air Conditioning
	Allow for kitchen and laundry exhaust systems.
	Allow for 2no. Kitchen Cool Rooms (1 to be a freezer)
	Allow for stainless steel kitchen exhaust canopy (Halton or approved equivalent).
Exhaust Ventilation	Allow to provide exhaust ventilation throughout the facility in accordance with AS1668 including toilets, cleaner's rooms, pan rooms, serveries, etc.
Stair Pressurisation	At this stage it is expected that stair pressurisation will be removed by a FER performance solution as happened at Carseldine ACF.

5.8 Electrical

Energex	Allow for builder's works relating to the installation of Energex power supply only. This includes slab and culvert below transformer, and conduits to the boundary line only.
	No allowance is required for ENERGEX conduit runs outside of the property boundary, or the provision of the transformer. This assumed to form part of Energex works.
	Energex costs or fees for connection of power to the site, including the pad mount transformer installation will be the responsibility of Rockpool.
Power Reticulation	the Contractor is to allow for all essential and non-essential boards throughout the facility, as required.
	All electrical works including final sub-circuits cabling in accordance with AS/NZS 3000.
Electrical Car Chargers	Allow for three number electric car charges to be installed (1 x single and 1 x dual charger).
Power Point Requirements	Allow all necessary power outlets to operate the facility. Exemplar facility and Australian Standards to be a guide for minimum requirement.
	As well as general power outlets to each residents' rooms, allow for power outlets for a reclining chair and lamp in each resident room. Quantities to be as per Morayfield
	All balconies to have external GPO's.
	Large rocker type - light switches only within the resident rooms, GPO above basin in ensuite, and accessible bathrooms to be large rocker type, (as per Carseldine). All other GPO's to be standard.
	Power Point allowance at Reception desk to be increased over that at Morayfield. Norn 9 double GPOs
	Golf Buggy Charging Point to be included in the allocated service area.
Metering	Allow for co-ordination of the Authority meter to the main switchboard to be installed. Also allow additional metering requirements as required to interface with EMS
Generator Provision	A Mobile Generator Connection point to be located in car park or service bay to enable the main switchboard to be powered off a temporary generator. Temporary generator provided by others.
Solar PV	Allow for a 99kW Solar PV roof mounted system. No walkways to the roof to be allowed. Maintenance and cleaning will be undertaken from the roof anchor system.

Lightning Protection	Electrical designer to validate requirement by undertaking a lightning protection assessment.
External Lighting	Include carpark, and pathway bollard lighting or building perimeter lighting as appropriate. Lighting levels to be in accordance with AS1680.
	Time clock / PE control for external lighting
	External street lighting (external to the property boundary) is not required. This will be provided by the developer of the land or the local authority.
Emergency Lighting	Emergency Evac Lighting to AS2293. Clevertronics monitored system to be allowed.
Internal Lighting	Allow for internal lighting as provided at the Morayfield facility. This includes;
	Bedrooms; - General lighting - Reading lighting - LED strip lighting to bedhead. - Two-way switching
	Motion Sensors to transient areas such as storerooms, toilets etc.
	Lighting Control to common areas, panel located in nurse station.
	Feature Lighting - Allow feature lighting extent as per the Preliminary Design and consistent with Morayfield facility.

5.9 Communications

The Contractor has allowed for communication works in accordance with the installation undertaken at the Morayfield facility.	
Incoming telecommunication provider equipment	The Contractor has allowed to co-ordinate the incoming telecommunication provider equipment within the site. This includes provision of all conduits from the property boundary into the main comms room, to enable cabling to be installed (cabling install by others).
	No allowance required for costs associated with the telecommunication connection to the site including NBN, Telstra or any other network provider. The Contractor is to facilitate and liaise for these connections on behalf of the Principal only.
Backbone Cabling System	Allow for the complete backbone telecommunication system to the facility including but not limited to: • Communication Racks • Cable Support Systems • Fibre Cabling (between communication racks) • Cat 6 (class E) horizontal cabling outlets and termination points. • 3no. Cat 6 data outlet provided per bedroom. • Cat 6 data outlet provided throughout the building as per standard practice to suit interior design layouts.
MATV	Allow for MATV outlets for all TV locations including bedrooms, sitting and lounge rooms, generally as per installed at Morayfield.
Wireless Access Points	The Contractor has allowed for backbone cabling to all WAP locations. WAP locations to be confirmed in the design phase, via wireless heat mapping provided by Clients ICT provider.
	No allowance has been made for WAP equipment. This shall be provided as part of the ICT scope. The Contractor is to install WAP equipment if supplied by the principal in accordance with the contract programme.
Patch Leads	Patch leads between Contractor provided infrastructure and ICT equipment to be provided by Clients ICT contractor.
ICT System	No allowance is required for the site ICT system (including active equipment, switches, and fixtures). This will be the responsibility of the Client.

PABX System	No allowance is required for the site PABX system or telephone handsets. This shall be provided as part of the ICT scope.
UPS	No Allowance is required for UPS to the Communication network. This shall be provided as part of the ICT scope if required.
Exclusions	No requirement for • Pay TV system • Hearing Augmentation • Digital Antenna System

5.10 Nurse Call

Allow for nurse call scope as per the Preliminary Design. The scope of works generally includes the following:

- Complete facility nurse call system including;
 - Nurse call system to include software licenses.
 - Nurse stations to be provided with Annunciator kit/monitors
 - Annunciator display in hallways
 - Android phone interface
 - Nurse Call to beside resident beds.
- 30 no. rooms to be wired for Dementia use including nurse call points and features per room;
 - Bed head or side table - with pendant with long lead so accessible from both sides of bed
 - Auxiliary
 - Ensuite
 - Shower
 - Room exit - PIR
 - Ensuite entry - PIR
 - Dementia keypad
- 120 no. rooms with standard configuration including nurse call points;
 - Bed head- with pendant
 - Auxiliary
 - Ensuite
 - Shower

5.11 Security

Allow for a complete security system as provided at the Morayfield Facility, including the following features;	
Intercom	from two external gates to reception area. After hours re-direction to android device of choice.
Access Control	Access Control to the following areas, as per the Preliminary Design - MSU (dementia) - all doors enabling corridors to be locked down. - Main entrance - Treatment rooms (drug storage) - External egress doors - Staff only accessible areas - Storerooms
	Access control to doors to include proximity reader, electronic locks, and manual egress.
	Allow "screamer" boxes to manual call points for MSU areas only.
	Allow to provide for integration of RTLS advanced care staff badges.
	Allow integrated biometric readers for staff area entry and Rockpool system log on purposes
Security Camera System	Allow high-definition CCTV IP cameras (and NVR recording device, as per the Preliminary Design.
	Security head end equipment / PC to be located in the main communication room.

5.12 Hydraulics

Allow for hydraulic services works in accordance with the Morayfield facility.	
Sewer Connection	Allow to connect new sewer to authority provided point of discharge.
Water Connection	Allow for a metered connection from an existing main in the road verge
Gas Connection	No Gas Connection proposed.
Sewer Drainage and Sanitary Plumbing throughout the facility	The Contractor has allowed to install pipework in accordance with relevant Australian Standards and local Authority requirements.
Trade Waste	Shall be provided for all serveries and the Commercial Kitchen. This shall include a 5,000-litre grease trap to be located at the loading dock. All trade waste pipe shall be in HDPE.
Cooling Pit	Shall be provided for the commercial washing machines and be located in an agreed location on site. All hot discharge pipework shall be HDPE.
Stormwater Pipework	Downpipes, Balcony Drainage and Planter Boxes. Allow to install all stormwater pipework in PVC.
Water Reticulation	Potable Cold-Water reticulation throughout the facility including backflow prevention devices as required for connection of appliances.
	Hot Water Service - Including flow and return pipework (insulated), thermostatic mixing valves and balancing valves.
Hot Water Plant	Heat pump or electric hot water plant.
Fire Hydrant	Allow for the complete installation as required to meet relevant Australian Standards, NCC and Building Certifier requirements. Allowance to be made for a hydrant pump set.
Fire Hose Reels	Fire hose reels are not required, in accordance with the NCC.
Hydraulic Fixtures	Hydraulic Fixtures to be quality, Aged Care targeted fixtures as selected in the Preliminary Design, or as per the Morayfield facility where no selection has been made.
Electronic Bidet Toilets	Resident rooms and some staff visitors WCs to have floor mounted Electronic Bidet Toilets similar to Morayfield. Ensure fixture has Watermark and all approvals for use. Allow for total number as per the Preliminary Design.
RPZ Valves	RPZ valves as legally required. No allowance for RPZ valves for showers or bidet, based on ensuite design not requiring these.

Ecolab and E-water	All cleaning and sanitising systems (including Ecolab and E-water), where selected, shall be supplied and installed by the Principal. Builder to allow for all connections required for these systems.
Hose Cocks	Hose Cocks to provide coverage around external of building and to Level 1 wanderers' terraces. Wanderers' area hose cocks to be potable water.
BWU to Corridor Tea Making Areas	BWU's to corridor tea making facilities to be low-capacity boiling water and ambient water (not chilled water).
Fire Water Storage	No allowance to be made for fire water storage, assuming authority mains will provide sufficient flow and pressure.

5.13 Fire Detection

Allow for a Fire Detection and Alarm system in accordance with AS1670 for the facility including but not limited to the following:

- Analogue addressable system (including the maintenance shed)
- FIP (Control and Indicating Equipment or CIE)
- MIMIC Panels to be located in each smoke compartment.
- Connection to the Fire Brigade
- Smoke and heat detectors (heat detectors shall be used where appropriate to avoid nuisance false alarms as per standard practice)
- Wiring and cable support systems
- Audible and visual alarms
- Door hold open devices.
- Interface of fire alarm signals to all other services to enable successful operation of the facility.

5.14 Fire Sprinklers

Allow for fire sprinkler system in accordance with AS2118.4 for the facility including:

- Sprinkler Pipework and control valve(s)
- Fire sprinkler pump set
- A sprinkler and/or hydrant water storage tank is not envisaged, and therefore no allowance is to be made. The sprinkler system shall be installed to the residential sprinkler standards AS2118.4
- No allowance required for wall or window wetting sprinklers for alternate solutions for fire rating.
- Standard sprinklers to comms rooms.

5.15 Vertical Transportation

- The Contractor has allowed for two lifts as shown on the current drawings.
- Lift finishes shall be from the standard manufacturer's finishes schedule.
- Lift to have sufficient Battery backup to allow lift cars to return to nearest floor in the event of a power outage and have 4 hours minimum emergency lighting.

5.16 Provisional Sums

At the time of compiling the PPR the following Provisional Sums have been identified and are to be incorporated in the contract.

Item	Description	Value
1	Corporate signage	\$60,000
2	Wayfinding signage.	\$50,000
3	Corner and door / door frame protection	\$30,000
4	Reception, Hair Salon and Private Dining stonework	\$22,000
5	Nurse Call, Electronic Access Control and Security Cameras	\$600,000
	TOTAL	\$762,000

For clarity, provisional sums are inclusive of all supply and installation costs.

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

Part C

DOCUMENT REGISTER

ROCKPOOL PELICAN WATERS - CONTRACT DOCUMENT REGISTER

Document Name	Document No.	Rev
DRAWINGS		
Architectural		
Cover Sheet	20-12-A-1.00	1
Locality Plan	20-12-A-1.Q1	6
Site Plan	20-12-A-1.02	8
External Works Setout Plan	20-12-A-1.05	1
Overall Ground Floor Plan	20-12-A-1.20	9
Overall LI Floor Plan	20-12-A-1.21	8
Overall L2 Floor Plan	20-12-A-1.22	8
Overall L3-5 Typical Floor Plan	20-12-A-1.23	8
Ground - Compartmentation	20-12-A-1.30	8
LI & L2- Compartmentation	20-12-A-1.31	8
L3 & L4- Compartmentation	20-12-A-1.32	8
L5 Compartmentation	20-12-A-1.33	8
Ground Floor - Main	20-12-A-2.01	10
Ground Floor - South	20-12-A-2.02	10
LI -Main	20-12-A-2.03	9
LI -South	20-12-A-2.04	9
L2-Main	20-12-A-2.05	9
L2 - South	20-12-A-2.06	9
L3 - Main	20-12-A-2.07	8
L3-South	20-12-A-2.08	8
L4 -Main	20-12-A-2.09	8
L4 - South	20-12-A-2.10	8
L5 -Main	20-12-A-2.11	8
L5 - South	20-12-A-2.12	8
Roof - Main	20-12-A-2.13	8
Roof -South	20-12-A-2.14	7
Elevations - Sheet 1	20-12-A-3.01	8
Elevations - Sheet 2	20-12-A-3.02	8
Elevations - Sheet 3	20-12-A-3.03	8
Elevations - Sheet 4	20-12-A-3.04	8
Elevations - Sheet 5	20-12-A-3.05	8
Sections -Sheet 1	20-12-A-4.01	3
Sections - Sheet 2	20-12-A-4.02	3
Sections - Sheet 3	20-12-A-4.03	3
RCP - Ground - Pt1	20-12-A-5.01	7
RCP - Ground - Pt2	20-12-A-5.02	7
RCP LI - Pt1	20-12-A-5.03	7
RCP LI - Pt2	20-12-A-5.04	7
RCP L2 - Pt1	20-12-A-5.05	7
RCP L2 - Pt2	20-12-A-5.06	7
RCP L3 - Pt1	20-12-A-5.07	7
RCP L3 - Pt2	20-12-A-5.08	7
RCP L4 - Pt1	20-12-A-5.09	7
RCP L4 - Pt2	20-12-A-5.10	7
RCP L5 - Pt1	20-12-A-5.11	7
RCP L5 - Pt2	20-12-A-5.12	7
Slab Plan - GF Main	20-12-A-6.01	3
Slab Plan - GF South	20-12-A-6.02	3
Slab Plan - L1 Main	20-12-A-6.03	3
Slab Plan - L1 South	20-12-A-6.04	3
Slab Plan - L2 Main	20-12-A-6.05	3
Slab Plan - L2 South	20-12-A-6.06	3
Slab Plan -L3 Main	20-12-A-6.07	3
Slab Plan - L3 South	20-12-A-6.08	3
Slab Plan -L4 Main	20-12-A-6.09	3

ROCKPOOL PELICAN WATERS - CONTRACT DOCUMENT REGISTER

Document Name	Document No.	Rev
Slab Plan - L4 South	20-12-A-6.10	3
Slab Plan -L5 Main	20-12-A-6.11	3
Slab Plan - L5 South	20-12-A-6.12	3
Wall Types	20-12-A-6.20	1
Framing Plan -GF Main	20-12-A-6.21	1
Framing Plan -GF South	20-12-A-6.22	1
Framing Plan -L1 Main	20-12-A-6.23	1
Framing Plan -L1 South	20-12-A-6.24	1
Framing Plan - L2 Main	20-12-A-6.25	1
Framing Plan - L2 South	20-12-A-6.26	1
Framing Plan -L3 Main	20-12-A-6.27	1
Framing Plan - L3 South	20-12-A-6.28	1
Framing Plan -L4 Main	20-12-A-6.29	1
Framing Plan - L4 South	20-12-A-6.30	1
Framing Plan -L5 Main	20-12-A-6.31	1
Framing Plan - L5 South	20-12-A-6.32	1
Floor Finishes Plan -GF	20-12-A-6.41	1
Floor Finishes Plan -L1	20-12-A-6.42	1
Floor Finishes Plan -L2	20-12-A-6.43	1
Floor Finishes Plan - L3	20-12-A-6.44	1
Floor Finishes Plan -L4	20-12-A-6.45	1
Floor Finishes Plan -L5	20-12-A-6.46	1
FFE Plan -GF	20-12-A-6.51	1
FFE Plan -L1	20-12-A-6.52	1
FFE Plan -L2	20-12-A-6.53	1
FFE Plan -L3	20-12-A-6.54	1
FFE Plan -L4	20-12-A-6.55	1
FFE Plan -L5	20-12-A-6.56	1
Window Schedule	20-12-A-7.10	3
Glazed Wall Setouts 1	20-12-A-7.11	3
Glazed Wall Setouts 2	20-12-A-7.12	3
Glazed Wall Setouts 3	20-12-A-7.13	3
Door Schedule	20-12-A-7.20	3
Drawn Glass Door Schedule	20-12-A-7.21	3
Gate Schedule, Fence and Balustrade Details	20-12-A-7.30	1
Stair 1 -Details	20-12-A-8.01	3
Stair 2 -Details	20-12-A-8.02	3
Stair 3 - Details	20-12-A-8.03	3
Conceptual Lift Details	20-12-A-8.04	1
Batten Screen Arrangements - 1	20-12-A-8.10	1
Batten Screen Arrangements - 2	20-12-A-8.11	1
Batten Screen Arrangements - 3	20-12-A-8.12	1
Batten Screen Arrangements - 4	20-12-A-8.13	1
Batten Screen Arrangements - 5	20-12-A-8.14	1
Pergola Details 1	20-12-A-8.15	1
Window and Door Hoods	20-12-A-8.16	1
Transformer, Western Hardscape and Fire Place	20-12-A-8.17	1
Wanderers Deck Arrangement	20-12-A-8.18	1
External Business Identification Signage	20-12-A-8.25	1
Porte Cochere Conceptual Details 1	20-12-A-8.30	1
Construction Details 1	20-12-A-9.01	1
Construction Details 2	20-12-A-9.02	1
Construction Detail 3	20-12-A-9.03	1
Standard Door Details	20-12-A-9.20	1
Resident Room Type T1	20-12-A-10.1	6
Resident Room Type T2	20-12-A-10.2	6
Resident Room Type S1	20-12-A-10.3	6

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Document Name	Document No.	Rev
Resident Room Type S2	20-12-A-10.04	6
Nurse, Treatment L2-5	20-12-A-10.10	6
Nurse Treatment L1	20-12-A-10.12	6
Pan, AWC, Bath and Comms	20-12-A-10.13	6
Pan Elevations, Chute Rooms GF	20-12-A-10.14	6
AWC and Cleaners	20-12-A-10.15	6
Corridor Amenities	20-12-A-10.16	6
Servery	20-12-A-10.17	6
Reception	20-12-A-10.20	6
Hair Salon and AWC	20-12-A-10.21	6
Hair Salon Elevations	20-12-A-10.22	1
Staf Kitchenette	20-12-A-10.23	6
Staf Ablutions	20-12-A-10.24	6
Kitchen and Cafe	20-12-A-10.30	6
Laundry	20-12-A-10.32	6
Bin Room	20-12-A-10.33	6
Cleaners Ground	20-12-A-10.34	6
Visitors WC - Ground	20-12-A-10.35	6
Interview and Private Dining	20-12-A-10.36	6
Consultant and Dental	20-12-A-10.37	6
Cafe and Kitch. Elevations	20-12-A-10.42	1
Lounge Screens	20-12-A-10.43	1
Ensuite Plan	20-12-A-11.01	1
Ensuite Elevations	20-12-A-11.02	1
Bedhead Details	20-12-A-11.10	1
Robe Details	20-12-A-11.11	1
Desk / Shelf Detail	20-12-A-11.12	1
Typ. Kitchenette Detail	20-12-A-11.13	1
Bedside Table Sketch	20-12-A-11.14	1
Type S2 - Kitchenette Details	20-12-A-11.15	1
S2 - Desk/TV	20-12-A-11.16	1
Civil		
COVER SHEET AND LOCALITY PLAN	21033-C-0.01	A
GENERAL NOTES	21033-C-0.02	A
EROSION AND SEDIMENT CONTROL DETAILS	21033-C-1.01	A
EROSION AND SEDIMENT CONTROL PLAN	21033-C-1.02	A
BULK EARTHWORKS LAYOUT PLAN	21033-C-2.01	A
SITEWORKS PLAN	21033-C-3.00	A
SITEWORKS PLAN SHEET 1 OF 4	21033-C-3.01	A
SITEWORKS PLAN SHEET 2 OF 4	21033-C-3.02	A
SITEWORKS PLAN SHEET 3 OF 4	21033-C-3.03	A
SITEWORKS PLAN SHEET 4 OF 4	21033-C-3.04	A
STORMWATER DRAINAGE PLAN	21033-C-4.00	A
CIVIL DETAILS SHEET 1 OF 2	21033-C-6.01	A
CIVIL DETAILS SHEET 2 OF 2	21033-C-6.02	A
Electrical		
COVER PAGE	E-000	1
LEGEND AND NOTES	E-001	2
SITE PLAN	E-100	2
GROUND FLOOR - PART 1 POWER & COMMUNICATIONS LAYOUT	E-200	2
GROUND FLOOR - PART 2 POWER & COMMUNICATIONS LAYOUT	E-201	2
LEVEL 1 - PART 1 POWER & COMMUNICATIONS LAYOUT	E-210	2
LEVEL 1 - PART 2 POWER & COMMUNICATIONS LAYOUT	E-211	2
TYPICAL 2-5 - PART 1 POWER & COMMUNICATIONS LAYOUT	E-220	2

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Document Name	Document No.	Rev
TYPICAL 2-5 - PART 2 POWER & COMMUNICATIONS LAYOUT	E-221	2
ROOF - SOLAR PANEL LAYOUT	E-223	2
GROUND FLOOR - PART 1 LIGHTING LAYOUT	E-300	2
GROUND FLOOR - PART 2 LIGHTING LAYOUT	E-301	2
LEVEL 1 - PART 1 LIGHTING LAYOUT	E-310	2
LEVEL 1 - PART 2 LIGHTING LAYOUT	E-311	2
TYPICAL 2-5 - PART 1 LIGHTING LAYOUT	E-320	2
TYPICAL 2-5 - PART 2 LIGHTING LAYOUT	E-321	2
TYPICAL RESIDENT ROOM LAYOUT	E-400	2
KITCHEN, CAFE, SCULLERY AND SERVERY POWER & COMMS DETAILS	E-410	2
SCHEMATICS - SHEET 1	E-500	2
SCHEMATICS - SHEET 2	E-501	2
SCHEMATICS - SHEET 3	E-502	2
SCHEMATICS - SHEET 4	E-503	2
Fire Protection		
COVER SHEET	F-001	2
LEGEND, NOTES AND SCHEMATICS	F-002	2
GROUND FLOOR - PART 1 FIRE SERVICES LAYOUT	F-100	2
GROUND FLOOR - PART 2 FIRE SERVICES LAYOUT	F-101	2
LEVEL 1 - PART 1 FIRE SERVICES LAYOUT	F-102	2
LEVEL 1 - PART 2 FIRE SERVICES LAYOUT	F-103	2
LEVEL 2 - PART 1 FIRE SERVICES LAYOUT	F-104	2
LEVEL 2 - PART 2 FIRE SERVICES LAYOUT	F-105	2
LEVEL 3 - PART 1 FIRE SERVICES LAYOUT	F-106	2
LEVEL 3 - PART 2 FIRE SERVICES LAYOUT	F-107	2
LEVEL 4 - PART 1 FIRE SERVICES LAYOUT	F-108	2
LEVEL 4 - PART 2 FIRE SERVICES LAYOUT	F-109	2
LEVEL 5 - PART 1 FIRE SERVICES LAYOUT	F-110	2
LEVEL 5 - PART 2 FIRE SERVICES LAYOUT	F-111	2
Hydraulic		
HYDRAULIC SERVICES COVER SHEET, DRAWING SCHEDULE & LOCALITY PLAN	21033-H-1.01	A
HYDRAULIC SERVICES NOTES & LEGEND	21033-H-1.02	A
HYDRAULIC SERVICES SITE KEY PLANS	21033-H-1.03	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART A DRAINAGE LAYOUT	21033-H-2.01	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART B DRAINAGE LAYOUT	21033-H-2.02	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART C DRAINAGE LAYOUT	21033-H-2.03	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART D DRAINAGE LAYOUT	21033-H-2.04	A
HYDRAULIC SERVICES LEVEL 1 FLOOR PLAN PART A DRAINAGE LAYOUT	21033-H-2.05	A
HYDRAULIC SERVICES LEVEL 1 FLOOR PLAN PART B DRAINAGE LAYOUT	21033-H-2.06	A
HYDRAULIC SERVICES LEVEL 2 FLOOR PLAN PART A DRAINAGE LAYOUT	21033-H-2.07	A
HYDRAULIC SERVICES LEVEL 2 FLOOR PLAN PART B DRAINAGE LAYOUT	21033-H-2.08	A
HYDRAULIC SERVICES LEVEL 3-5 FLOOR PLAN PART A DRAINAGE LAYOUT	21033-H-2.09	A
HYDRAULIC SERVICES LEVEL 3-5 FLOOR PLAN PART B DRAINAGE LAYOUT	21033-H-2.10	A
HYDRAULIC SERVICES ROOF PLAN PART A	21033-H-2.11	A
HYDRAULIC SERVICES ROOF PLAN PART B	21033-H-2.12	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART A WATER LAYOUT	21033-H-3.01	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART B WATER LAYOUT	21033-H-3.02	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART C WATER LAYOUT	21033-H-3.03	A
HYDRAULIC SERVICES GROUND FLOOR PLAN PART D WATER LAYOUT	21033-H-3.04	A
HYDRAULIC SERVICES LEVEL 1 FLOOR PLAN PART A WATER LAYOUT	21033-H-3.05	A
HYDRAULIC SERVICES LEVEL 1 FLOOR PLAN PART B WATER LAYOUT	21033-H-3.06	A
HYDRAULIC SERVICES LEVEL 2 FLOOR PLAN PART A WATER LAYOUT	21033-H-3.07	A
HYDRAULIC SERVICES LEVEL 2 FLOOR PLAN PART B WATER LAYOUT	21033-H-3.08	A
HYDRAULIC SERVICES LEVEL 3 FLOOR PLAN PART A WATER LAYOUT	21033-H-3.09	A
HYDRAULIC SERVICES LEVEL 3 FLOOR PLAN PART B WATER LAYOUT	21033-H-3.10	A
HYDRAULIC SERVICES LEVEL 4 FLOOR PLAN PART A WATER LAYOUT	21033-H-3.11	A
HYDRAULIC SERVICES LEVEL 4 FLOOR PLAN PART B WATER LAYOUT	21033-H-3.12	A
HYDRAULIC SERVICES LEVEL 5 FLOOR PLAN PART A WATER LAYOUT	21033-H-3.13	A

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Document Name	Document No.	Rev
HYDRAULIC SERVICES LEVEL 5 FLOOR PLAN PART B WATER LAYOUT	21033-H-3.14	A
HYDRAULIC SERVICES DRAINAGE SCHEMATICS SHEET 1 OF 6	21033-H-4.01	A
HYDRAULIC SERVICES DRAINAGE SCHEMATICS SHEET 2 OF 6	21033-H-4.02	A
HYDRAULIC SERVICES DRAINAGE SCHEMATICS SHEET 3 OF 6	21033-H-4.03	A
HYDRAULIC SERVICES DRAINAGE SCHEMATICS SHEET 4 OF 6	21033-H-4.04	A
HYDRAULIC SERVICES WATER SCHEMATICS SHEET 5 OF 6	21033-H-4.05	A
HYDRAULIC SERVICES DRAINAGE SCHEMATICS SHEET 6 OF 6	21033-H-4.06	A
HYDRAULIC SERVICES WATER SCHEMATICS SHEET 1 OF 3	21033-H-5.01	A
HYDRAULIC SERVICES WATER SCHEMATICS SHEET 2 OF 3	21033-H-5.02	A
HYDRAULIC SERVICES WATER SCHEMATICS SHEET 3 OF 3	21033-H-5.03	A
HYDRAULIC SERVICES HOT WATER SCHEMATICS SHEET 1 OF 3	21033-H-6.01	A
HYDRAULIC SERVICES HOT WATER SCHEMATICS SHEET 2 OF 3	21033-H-6.02	A
HYDRAULIC SERVICES HOT WATER SCHEMATICS SHEET 3 OF 3	21033-H-6.03	A
HYDRAULIC SERVICES FIRE HYDRANT SCHEMATICS SHEET 1 OF 1	21033-H-7.01	A
HYDRAULIC SERVICES DETAILS SHEET 1 OF 1	21033-H-8.01	A
Interior Design		
GROUND LEVEL - GENERAL ARRANGEMENT	ID-GL-0.01	S1
GROUND LEVEL - FOYER - GENERAL ARRANGEMENT	ID-GL-1.01	S1
GROUND LEVEL - FOYER - FLOOR FINISHES	ID-GL-1.02	S1
GROUND LEVEL - FOYER - FF&E LAYOUT	ID-GL-1.03	S1
GROUND LEVEL - FOYER - RCP	ID-GL-1.04	S1
GROUND LEVEL - FOYER - LIGHTING	ID-GL-1.05	S1
GROUND LEVEL - FOYER - ELEVATION	ID-GL-1.11	S1
GROUND LEVEL - FOYER - ELEVATION	ID-GL-1.12	S1
GROUND LEVEL - FOYER - ELEVATION	ID-GL-1.13	S1
GROUND LEVEL - FOYER - CONCEPT	ID-GL-1.20	S1
GROUND LEVEL - FOYER - CONCEPT	ID-GL-1.21	S1
GROUND LEVEL - HAIR SALON - GENERAL ARRANGEMENT	ID-GL-2.01	S1
GROUND LEVEL - HAIR SALON - FLOOR FINISHES	ID-GL-2.02	S1
GROUND LEVEL - HAIR SALON - ELEVATION	ID-GL-2.10	S1
GROUND LEVEL - HAIR SALON - CONCEPT	ID-GL-2.20	S1
GROUND LEVEL - CAFE - GENERAL ARRANGEMENT	ID-GL-3.01	S1
GROUND LEVEL - CAFE - FLOOR FINISHES	ID-GL-3.02	S1
GROUND LEVEL - CAFE - LIGHTING	ID-GL-3.05	S1
GROUND LEVEL - CAFE - ELEVATION	ID-GL-3.10	S1
GROUND LEVEL - CAFE - CONCEPT	ID-GL-3.20	S1
GROUND LEVEL - TERRACE - CONCEPT	ID-GL-4.20	S1
GROUND LEVEL - OTHER - CONCEPT	ID-GL-5.21	S1
Kitchen, Laundry & Waste		
Cafe Cover Page	UFD-0732-C-100	A
Cafe - Floor Plan & Equipment Schedule	UFD-0732-C-101	A1
Cafe - Elevations & Section Details	UFD-0732-C-201	A
Cafe - Electrical & Hydraulic Services Layouts	UFD-0732-C-301	A1
Kitchen Cover Page	UFD-0732-K-100	A
Main Kitchen - Floor Plan, Equipment Schedule & Details	UFD-0732-K-101	A
Main Kitchen - Elevation Details	UFD-0732-K-201	A
Main Kitchen - Elevation & Section Details	UFD-0732-K-202	A
Main Kitchen - Standard Details	UFD-0732-K-203	A
Main Kitchen - Electrical & Hydraulic Services Layouts	UFD-0732-K-301	A
Main Kitchen - Exhaust Hood Details	UFD-0732-K-401	A
Main Kitchen - Refrigeration Schematic Details	UFD-0732-K-402	A
Laundry Cover Page	UFD-0732-L-100	A
Laundry - Floor Plan & Equipment Schedule	UFD-0732-L-101	A
Laundry - Elevations & Section Details	UFD-0732-L-201	A
Laundry - Electrical & Hydraulic Services Layouts	UFD-0732-L-301	A
Laundry - Equipment Data Sheets	UFD-0732-L-401	A
Cover Page	UFD-0732-S-100	B

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Document Name	Document No.	Rev
L1 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	UFD-0732-S-101	B
L2 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	UFD-0732-S-102	B
L3 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	UFD-0732-S-103	B
L4 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	UFD-0732-S-104	B
L5 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	UFD-0732-S-105	B
L1 Double Sided Servery - Elevation Details	UFD-0732-S-201	B
L2 Double Sided Servery - Elevation Details	UFD-0732-S-202	B
L3 Double Sided Servery - Elevation Details	UFD-0732-S-203	B
L4 Double Sided Servery - Elevation Details	UFD-0732-S-204	B
L5 Double Sided Servery - Elevation Details	UFD-0732-S-205	B
L1 Double Sided Servery - Electrical & Hydraulic Services Layouts	UFD-0732-S-301	B
L2 Double Sided Servery - Electrical & Hydraulic Services Layouts	UFD-0732-S-302	B
L3 Double Sided Servery - Electrical & Hydraulic Services Layouts	UFD-0732-S-303	B
L4 Double Sided Servery - Electrical & Hydraulic Services Layouts	UFD-0732-S-304	B
L5 Double Sided Servery - Electrical & Hydraulic Services Layouts	UFD-0732-S-305	B
Waste Management Cover Page	UFD-0732-W-100	A
Waste Management - Floor Plan & Equipment Schedule	UFD-0732-W-101	A
Waste Management - Electrical & Hydraulic Services Layouts	UFD-0732-W-301	A
Landscape		
SITE PLAN & DRAWING INDEX	21033-L-00	2
SURFACE TREATMENT PLAN - SHEET 1 OF 4	21033-L-01	3
SURFACE TREATMENT PLAN - SHEET 2 OF 4	21033-L-02	3
SURFACE TREATMENT PLAN - SHEET 3 OF 4	21033-L-03	3
SURFACE TREATMENT PLAN - SHEET 4 OF 4	21033-L-04	3
PLANTING PLAN - SHEET 1 OF 4	21033-L-05	3
PLANTING PLAN - SHEET 2 OF 4	21033-L-06	3
PLANTING PLAN - SHEET 3 OF 4	21033-L-07	3
PLANTING PLAN - SHEET 4 OF 4	21033-L-08	3
PLANTING PLAN - LEVEL 1	21033-L-09	2
TRELLIS STRUCTURE DETAILS	21033-L-10	2
WATER FEATURE AND EDGING DETAILS	21033-L-11	2
GENERAL PLANTING PLAN DETAILS	21033-L-12	2
GENERAL PLANTING PLAN NOTE AND SCHEDULE	21033-L-13	3
MAINTENANCE PLAN - SHEET 1 OF 2	21033-L-14	2
MAINTENANCE PLAN - SHEET 2 OF 2	21033-L-15	2
Mechanical		
COVER PAGE	M-001	2
LEGEND AND NOTES	M-002	2
DETAILS - SEISMIC	M-010	2
GROUND FLOOR - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-100	2
GROUND FLOOR - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-101	2
LEVEL 1 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-102	2
LEVEL 1 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-103	2
LEVEL 2 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-104	2
LEVEL 2 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-105	2
LEVEL 3 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-106	2
LEVEL 3 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-107	2
LEVEL 4 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-108	2
LEVEL 4 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-109	2
LEVEL 5 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	M-110	2
LEVEL 5 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	M-111	2
ROOF PLAN	M-112	2
Nurse Call		
Ground	20-12-Sk-3	8
Level 1 -MSU	20-12-Sk-4	7
Typical Level	20-12-Sk-5	7

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Document Name	Document No.	Rev
Structural		
STRUCTURAL COVER SHEET	S-00.01	A
STRUCTURAL GENERAL NOTES SHEET 1	S-01.01	A
STRUCTURAL GENERAL NOTES SHEET 2	S-01.02	A
STRUCTURAL STANDARD DETAILS FOUNDATIONS	S-01.20	A
STRUCTURAL PILE/PIER DETAILS	S-01.21	A
STRUCTURAL STANDARD DETAILS - COLUMN DETAIL	S-01.30	A
STRUCTURAL STANDARD DETAILS MASONRY WALLS - SHEET 1	S-01.40	A
STRUCTURAL STANDARD DETAILS MASONRY WALLS - SHEET 2	S-01.41	A
STRUCTURAL STANDARD DETAILS RETAINING WALLS	S-01.50	A
STRUCTURAL STANDARD DETAILS - SOG JOINT DETAILS & SEALANTS	S-01.60	A
STRUCTURAL STANDARD DETAILS - SOG DETAILS & RE-ENTRANT DETAILS	S-01.61	A
STRUCTURAL STANDARD DETAILS SUSPENDED SLAB	S-01.62	A
STRUCTURAL STANDARD DETAILS - CONCRETE BEAM	S-01.63	A
STRUCTURAL STANDARD DETAILS CONCRETE STAIRS	S-01.70	A
STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 1	S-01.80	A
STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 2	S-01.81	A
STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 3	S-01.82	A
STRUCTURAL SITE PLAN	S-02.00	A
STRUCTURAL FOOTING PLAN - MAIN	S-02.01	A
STRUCTURAL FOOTING PLAN - SOUTH	S-02.02	A
STRUCTURAL GROUND FLOOR GENERAL ARRANGEMENT PLAN - MAIN ZONE	S-03.01	A
STRUCTURAL GROUND FLOOR GENERAL ARRANGEMENT PLAN - SOUTH ZONE	S-03.02	A
STRUCTURAL LEVEL 1 GENERAL ARRANGEMENT PLAN - MAIN ZONE	S-04.01	A
STRUCTURAL LEVEL 1 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	S-04.02	A
STRUCTURAL LEVEL 1 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	S-04.11	A
STRUCTURAL LEVEL 1 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	S-04.12	A
STRUCTURAL LEVEL 1 TOP REINFORCEMENT PLAN - MAIN ZONE	S-04.21	A
STRUCTURAL LEVEL 1 TOP REINFORCEMENT PLAN - SOUTH ZONE	S-04.22	A
STRUCTURAL PORTE COCHERE ROOF FRAMING PLANS	S-04.31	A
STRUCTURAL LEVEL 1 SECTIONS AND DETAILS	S-04.51	A
STRUCTURAL LEVEL 2 GENERAL ARRANGEMENT PLAN - MAIN ZONE	S-05.01	A
STRUCTURAL LEVEL 2 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	S-05.02	A
STRUCTURAL LEVEL 2 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	S-05.11	A
STRUCTURAL LEVEL 2 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	S-05.12	A
STRUCTURAL LEVEL 2 TOP REINFORCEMENT PLAN - MAIN ZONE	S-05.21	A
STRUCTURAL LEVEL 2 TOP REINFORCEMENT PLAN - SOUTH ZONE	S-05.22	A
STRUCTURAL WANDERERS DECK ROOF FRAMING	S-05.31	A
STRUCTURAL LEVEL 2 SECTIONS AND DETAILS	S-05.51	A
STRUCTURAL LEVEL 3-5 GENERAL ARRANGEMENT PLAN - MAIN ZONE	S-06.01	A
STRUCTURAL LEVEL 3-5 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	S-06.02	A
STRUCTURAL LEVELS 3-5 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	S-06.11	A
STRUCTURAL LEVELS 3-5 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	S-06.12	A
STRUCTURAL LEVELS 3-5 TOP REINFORCEMENT PLAN - MAIN ZONE	S-06.21	A
STRUCTURAL LEVELS 3-5 TOP REINFORCEMENT PLAN - SOUTH ZONE	S-06.22	A
STRUCTURAL ROOF GENERAL ARRANGEMENT PLAN - MAIN ZONE	S-09.01	A
STRUCTURAL ROOF GENERAL ARRANGEMENT PLAN - SOUTH ZONE	S-09.02	A
STRUCTURAL ROOF BOTTOM REINFORCEMENT PLAN - MAIN ZONE	S-09.11	A
STRUCTURAL ROOF BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	S-09.12	A
STRUCTURAL ROOF TOP REINFORCEMENT PLAN - MAIN ZONE	S-09.21	A
STRUCTURAL ROOF TOP REINFORCEMENT PLAN - SOUTH ZONE	S-09.22	A
Vertical Transport		
VERTICAL TRANSPORTATION DETAILS 1	VT-001	2
VERTICAL TRANSPORTATION DETAILS 2	VT-002	2

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Document Name	Document No.	Rev
SPECIFICATIONS		
Architectural		
Schedule 1 - External Finishes	N/A	1
Schedule 2 - General FFE	N/A	1
Schedule 3 - Hydraulic FFE	N/A	1
Architectural Specification	N/A	1
Door Hardware Schedule - 8/3/21	N/A	6/12/2021
Full Hardware Summary - 8/3/21	N/A	6/12/2021
Dulux Project Report	N/A	22/11/2021
Interior Design		
Finishes and Material Schedule	ID-SCH-002	A
Lighting Schedule	ID-SCH-003	A
Civil		
No separate Specification - the drawings include Specification Notes		
Structural		
MASONRY PERFORMANCE SPECIFICATION	N/A	A
STRUCTURAL STEELWORK PERFORMANCE SPECIFICATION	N/A	A
CONCRETE PERFORMANCE SPECIFICATION	N/A	A
Hydraulic		
No separate Specification - the drawings include Specification Notes		
Electrical		
Electrical Specification	STP21-0623	2
Vertical Transportation		
Vertical Transportation Specification	21033-VT-SPE01	2
Mechanical		
Mechanical Specification	21033 -MSPEC	1
Mechanical Safety in Design	21033-MSID	
Mechanical Form 15	N/A	1
Fire Services		
Fire Specification	STP21-0623_FSPEC	1
Fire Safety in Design	STP21-0623	
Landscape		
No separate Specification - the drawings include Specification Notes		
Building Certifier		
Assessment Report	2021259	1
Food Services, Waste & Laundry		
UFD Laundry Equipment Specification	N/A	2
UFD Waste Management Area Specification	N/A	2
UFD Foodservice Equipment Specification	N/A	2
Waste Management Plan Operational Brief	N/A	1
Nurse Call & Security		
No separate Specification apart from Certifiers Report listed above	N/A	N/A
Fire Engineering		
FIRE ENGINEERING REPORT	WBF634-001-2021	1
Acoustic		
ACOUSTIC NCC REPORT	11001	R01B
Geotechnical		
Report on Geotechnical Investigation	205407	R.001
NCC Section J		
NCC Section J1	CAN-001	-
Survey		
029774.083 LOTS 89-91 SURFACE 200525	0297-74/83	25/05/2020
Easement Schedules	720621824	-
DETAIL SURVEY	M4057-91A	A
REGISTRATION CONFIRMATION STATEMENT	51247181	15/03/2021
REGISTERED PLAN	SP316217	-
DOCUMENTS PROVIDED FOR INFORMATION ONLY		
Development Approval		
PDA Development Approval reference number MCU2170230	MCU21/0230	27/10/2021
Rockpool Pelican Waters PPR	-	Nov-21

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

Part D

GMP COST PLAN



 ROC Resident Aged Care		1	Rockpool Pelican Waters TFS06 BTCSK00W1	 mcnab relationship builders
Trade Description			Contract Breakdown	
1	BULK EARTHWORKS			201,242
2	PILING			1,349,563
4	TERMITE TREATMENT			8,580
5	DETAILED EXCAVATION			91,545
6	CONCRETE SUPPLY			538,076
7	CONCRETE LABOUR			529,368
8	CONCRETE PUMPING			143,597
9	CONCRETE TESTING & SUNDRIES			62,421
10	REINFORCEMENT SUPPLY			727,261
11	REINFORCEMENT PLACING			214,152
12	POST TENSIONING			N/A
13	FORMWORK			994,001
14	PRECAST CONCRETE			N/A
15	MASONRY - BLOCKWORK			1,817,765
16	MASONRY - BRICK			N/A
17	WATERPROOFING & TANKING			256,310
18	STRUCTURAL STEEL			176,000
19	ROOFING			255,327
20	ROOF ACCESS & SAFETY			28,265
21	ALUMINIUM WINDOWS & DOORS			1,189,248
22	BALUSTRADES		Included in metalwork	
23	TIMBER WINDOWS & DOORS			N/A
24	METALWORK			646,695
25	SCREENS, AWNINGS & FACADE ELEMENTS		Included in Metalwork	
26	CLADDING			64,499
27	ROLLER DOORS			5,697
28	OPERABLE WALLS			N/A
29	TRUSSES			196,190
30	TIMBER DOORS & FRAMES			252,679
31	DOOR & SUNDRY HARDWARE			144,710
32	CEILINGS & PARTITIONS			3,016,797
33	CARPENTRY - MISCELLANEOUS			124,888
34	TOILET PARTITIONS			1,557
35	TILING SUPPLY			155,550
36	TILING INSTALL			383,457
37	FLOOR COVERINGS			1,057,328
39	COMMERCIAL KITCHEN, SERVERY & EQUIPMENT			266,962
40	COMMERCIAL LAUNDRY & EQUIPMENT			14,304
41	APPLIANCES		Included in Commercial Kitchens	
42	HYDRAULIC SERVICES			2,420,741
44	ELECTRICAL SERVICES			2,186,001
45	NURSE CALL		Included in PSSUMS	
46	MECHANICAL SERVICES			1,556,200
47	FIRE SERVICES			618,960
48	LIFT SERVICES			363,688
49	LANDSCAPING			428,931
50	RUBBISH/LAUNDRY CHUTE SYSTEM			20,530
51	PAINTING			496,356
52	RENDER			283,729
53	SIGNAGE			38,210
54	ROADS		Included in Concrete Trades	
55	DESIGN FEES			139,640
56	PROVISIONAL SUMS			867,000
XX	TRADE CONTINGENCY			201,522
	SUBTOTAL BASE COST			24,535,540
38	JOINERY & BENCHTOPS			1,497,651
43	SANITARY HARDWARE/HYDRAULIC FFE			735,256
1	PRELIMINARIES & OVERHEADS			4,315,553
57	MARGIN			3,108,400
	Construction Total (Net GST)			34,192,400
	Development Fee	1		75,000
	Contract Amount (Net GST)			34,267,400

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

Part E

RESPONSIBILITY MATRIX

Development Approval Responsibility Matrix

Application Number:

MCU21/0230

Land:

LOT 90 SP 316217

Property Address:

SPITFIRE BANKS DRIVE, PELICAN WATERS

Approved:

27 October 2021

Version:

Revision 1

Note: Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
7	When conditions must be complied with Unless otherwise stated, all conditions of this Decision Notice must be complied with prior to the use commencing, and then compliance maintained at all times while the use continues.	X	X
8	Approved Plans Development authorised by this approval must be undertaken generally in accordance with the Approved Plans listed within this Decision Notice.	X	X
8	Nature and Extent of Approved Use The approved Residential Care Facility must not exceed 150 beds.	X	X
4	Building Height The height of the development must be in accordance with the Approved Plans.		X
5	Certification must be submitted to council from a cadastral surveyor which certifies that the buildings do not exceed the maximum height requirement as shown on the Approved Plans.		X
6	Bus Service An on-demand bus service must be established and maintained for the residents of the development, providing services to higher order shopping, medical and public transport facilities.	X	
7	Safety and Security All pathways and land used for outdoor recreation must have grades complying with AS1428.1 being 7% or less, with paths having hard, slip resistant surfaces.		X
8	Internal paths, ramps and hallways must be capable of accommodating two wheelchairs side by side at any one time.		X
8	Management, Social and Care Facilities The residential care facility must provide management facilities, supervised care facilities and social and recreational facilities in the form of: (a) A live-in manager's residence and office or must be staffed 24 hours a day 7 days a week (b) 24 hour nursing station and/or 24 hour monitored alert system (c) Communal dining room (d) Communal indoor social/recreation space.	X	
10	Disaster Resilience The residential care facility or retirement facility must have access to a reliable alternative power supply in the event of prolonged power outage or disconnection from grid supplied electricity.		X
11	A site evacuation plan for the evacuation of all persons on-site to the nearest activity centre must be prepared and implemented.	X	
12	Community Management Statement Any proposed Community Management Statement or equivalent required for the development pursuant to the Body Corporate and Community Management Act 1997 must be submitted to Council for approval at the same time as submission of the building format plan (or similar) for approval.	X	

Development Approval Responsibility Matrix

Application Number: MCU21/0230
 Land: LOT 90 SP 316217
 Property Address: SPITFIRE BANKS DRIVE, ∞ WATERS
 Approved: 27 October 2021
 Version: Revision 1

Note: Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
1 $\downarrow$	All clauses and by-laws of the proposed Community Management Statement or equivalent must accord with the requirements of this development approval.	X	
14	Infrastructure Agreement The applicant must comply with all relevant requirements of the Pelican Waters Southern Lake Infrastructure Agreement 2011 (as amended).	X	
15	Building Appearance The approved building must be constructed such that it incorporates the external design features as shown on the Approved Plans and/or subsequent council endorsed detailed design drawings, with no inclusions or future alterations being made without approved in writing by council.	X	X
16	All air conditioning units or other mechanical equipment must be visually integrated into the design and finish of the building, or otherwise fully enclosed or screened such that they are not visible from the street frontages nor adjoining properties.		X
17	All deck and balcony areas above ground floor must not be enclosed by permanent fixtures such as shutters, louvres, glass panelling or the like except where shown on the Approved Plans or where required to satisfy any privacy condition of this development approval.		X
18	Fencing and Walls Any street fencing and walls must be (a) Provided in accordance to the approved plans; or (b) setback behind a 2m wide landscape strip and must have a maximum height of not more than: i. 1.8m, if 50% transparent; or ii. 1.2m if solid		X
19	A minimum 1.8m high solid screen fence is provided and maintained along the full length of any side or rear boundary.		X
20	Street Identification The street address of the development must be clearly visible and discernible from the primary frontage of the site by the provision of a street number and the building/and/or businesses name. The building entrance or reception area must be clearly visible and identifiable from the street or otherwise provided with signage and lighting at strategic locations to direct people to the building entrance.	Provisional Sum item and scope to be agreed. If Signage Application to Council required, these costs will be paid by the Principal separate to the Provisional Sum amount.	
21	Communal Recreation Areas Communal recreation areas must be provided as shown on the approved plans		X
22	Public Safety Signs must be provided and located to direct people to entries and exits and to parking spaces within the site. Public parking areas must be clearly designated as such and have clearly defined access points	N/A	N/A

Development Approval Responsibility Matrix

Application Number: MCU21/0230

Land: LOT 90 SP 316217

Property Address: SPITFIRE BANKS DRIVE, PELICAN WATERS
Approved: 27 October 2021

Version: Revision 1

Note: Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
23	Multi-level car parks must include the following: (a) emergency telephones to security personnel (b) mechanical surveillance (c) alarms or poles (d) other similarly effective safety and security measures.	N/A	N/A
24	Property Access and Driveways A sealed access driveway must be provided from Spitfire Banks Drive to all parking and manoeuvring areas of the development. The works must be undertaken in accordance with an operational works approval and, unless otherwise agreed with Council, must include in particular: (a) a driveway crossover in accordance with RS-051 (b) truncation of existing paths in the verge for the driveway construction, including any additional extents of reconstruction to provide a smooth pathway transition.		X Condition Precedent to starting on site
25	On-site Parking A minimum of 38 car parking spaces must be provided and marked on the site. The works must be undertaken in accordance with an operational works approval and must include in particular: (a) Provision signs, line marking and traffic control devices in accordance with Traffic Engineering report referenced document. (b) pedestrian routes in accordance with the conditions of this development approval (c) provision of vandal resistant public lighting with intensities to satisfy the requirements of AS 1158 - Lighting for roads and public spaces. (d) parking spaces for people with disabilities must satisfy the current requirements of the National Construction Code. (e) dimensions, crossfalls and gradients in accordance with AS 2890 - Parking facilities.		X
26	All on-site parking areas and access driveways must be maintained exclusively for vehicle parking and manoeuvring and kept in a tidy and safe condition at all times.	X Principal from Practical Completion onward	X Contractor up to Practical Completion
27	Directional signage must be provided to direct visitors and to the car parking spaces provided on-site.	Provisional Sum item and scope to be agreed. If Signage Application to Council required, these costs will be paid by the Principal separate to the Provisional Sum amount.	
28	Where access to the car park is proposed to be restricted by a security gate, provision must be made for queuing of vehicles clear of the roadway while waiting for the security gate to open.	N/A	N/A
29	Where access to visitor parking is proposed to be restricted by a security gate, provision must be made for intercom access (or other entry methodology), which can be operated with vehicles queued clear of the roadway while waiting for the security gate to open. Provision must also be made for vehicles to exit the site in a forward direction if entry through the security gate is prohibited.		X

Development Approval Responsibility Matrix

Application Number:

MCU21/0230

Land:

LOT 90 SP 316217

Property Address:

SPITFIRE BANKS DRIVE, PELICAN WATERS

Approved:

27 October 2021

Version:

Revision 1

Note:

Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
30	Service Vehicles Service vehicle parking, manoeuvring and standing spaces must be provided on the site. The works must be undertaken in accordance with an operational works approval and AS 2890.2 - Off-street commercial vehicle facilities and must include in particular: (f) a minimum 1 Ambulance space. (g) a minimum 1 WCV standing space		x
31	Pedestrian and Bicycle Facilities Pedestrian and bicycle facilities must be provided for the development, as noted below. The works must be undertaken in accordance with an operational works approval and must include in particular: (a) a minimum 2m wide footpath linkage within the road verge to the internal footpath. (b) pedestrian pathways between the proposed car parking area and the building/s. (c) adequate separation of all specific pedestrian routes from vehicle access and manoeuvring areas, and clear demarcation by pavement marking, signposts or changes in surface materials or levels. (d) signage and lighting at strategic locations to direct people to building entries. (e) a minimum of 22 staff bicycle parking spaces, in accordance with AS 2890.3 - Bicycle parking. (f) a minimum of 3 visitor bicycle parking spaces, in accordance with AS 2890.3 - Bicycle parking.		x
32	Earthworks and Retaining Walls All fill and associated batters must be undertaken in accordance with an operational works approval, and contained entirely within the subject site unless written permission from the respective landowner(s) is provided to Council.		X Condition Precedent to starting on site
33	All retaining walls must be designed and constructed in accordance with the planning scheme and must be certified by a Registered Professional Engineer of Queensland (RPEQ) where exceeding 1m in height.		x
34	Safety barriers must be implemented where steep slope or fall hazards exist naturally or are created by the design. The barrier type must be assessed and designed by a RPEQ as being appropriate for each location and the anticipated risks during construction, establishment, maintenance and end use, in accordance with the following criteria and standards: (a) Where located on public roadways, vehicle barriers must be designed in accordance with Austroads and the DTMR design guidelines. (b) Where located adjacent to vehicle manoeuvring areas, vehicle barriers must be designed in accordance with AS 2890.1 - Off-street Parking (c) Where located near publicly accessible paths, pedestrian and cycle barriers must be designed in accordance with Austroads Guide to Road Design - Part 6A Paths for Walking and Cycling. (d) Where located in areas with limited access, pedestrian barrier selection must be based on a suitable risk assessment method e.g. AS 2156.2 Walking Tracks. (e) where located on residential boundary retaining walls greater than 1.0m high, a 'full infill' barrier (1.0m min height) or equivalent performance boundary fence (e.g. 1.8m high timber) (f) All barriers must be certified to the appropriate load conditions from AS 1170 - Structural Design Actions by either the manufacturer or engineering calculations.		x
35	Easements Unless otherwise agreed in writing by the relevant service provider, any public or third party infrastructure located on the subject site must be placed within an easement registered against the title of the property.	x	

Development Approval Responsibility Matrix

Application Number:

MCU21/0230

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LOT 90 SP 316217

Property Address:

SPITFIRE BANKS DRIVE, PELICAN WATERS

Approved:

27 October 2021

Version:

Revision 1

Note:

Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
36	All easements must be designed in accordance with the planning scheme and granted at no cost to the Grantee. Where the Grantee is Council or a service authority, the easement documentation must be in accordance with the Grantee's standard easement terms. Draft easement documentation must be submitted to Council for endorsement.	x	
37	All works must be kept clear of any existing or proposed easements on the subject land, unless agreed otherwise in writing by the Grantee.	x	
38	Site Access and Driveways At least the first 8 metres of the proposed driveway access extending into the site from the existing southern leg of the Spitfire Banks Drive roundabout must be constructed with a pavement surface type and colour that seamlessly matches with the existing pavement surface at the location of the existing pedestrian refuge crossing of the roundabout (to create a contiguous pavement surface arrangement similar to that present on the western leg of the roundabout). Alternatively, the existing coloured paved surface on the roadway at the existing pedestrian refuge crossing may be removed and replaced with a different pavement surface type and colour that matches with at least the first 8 metres of the proposed driveway pavement surface into the site.		x
39	Stormwater Drainage The site must be provided with a stormwater drainage system connecting to a lawful point of discharge. The works must be undertaken in accordance with an operational works approval and the Queensland Urban Drainage Manual, and must include in particular: (a) the works described in Section 7 of the Site Based Stormwater Management Plan and Engineering Services Report listed in this development approval (b) collection and discharge of stormwater directly to Council's piped stormwater system with catchment splits to the three connection points in accordance with the Site Based Stormwater Management Plan and Engineering Services Report listed in this development approval. (c) the use of gravity stormwater drainage and not surcharge pits.		x Condition Precedent to starting on site
40	Stormwater Quality Management A stormwater quality treatment system must be provided for the development. The works must be undertaken in accordance with an operational works approval, and include stormwater quality treatment devices of a size and location generally in accordance with those shown in Section 7 of the Site Based Stormwater Management Plan and Engineering Services Report listed in this development approval		x Condition Precedent to starting on site
41	The vegetated stormwater quality treatment devices (bioretention basin and swale) must be maintained in accordance with Water by Design (2012), Maintaining Vegetated Stormwater Assets (Version 1). A copy of this document must be retained on the site together with the approved operational works drawings for the stormwater quality treatment system and a detailed life cycle costing of the system attached as an addendum. Records of all maintenance activities undertaken must be kept and made available to council upon request.		x Condition Precedent to starting on site
42	The SPEL Basin and Stormsack proprietary stormwater quality treatment devices must be routinely checked, serviced and cleaned in accordance with the manufacturer's recommendations. Records of all maintenance activities undertaken must be kept and made available to council upon request. Where replacement components for the system become unavailable, an alternative system must be retrofitted into the development to achieve an equivalent pollutant reduction outcome.	x	

Development Approval Responsibility Matrix

Application Number:

MCU21/0230

Land:

LOT 90 SP 316217

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SPITFIRE BANKS DRIVE, PELICAN WATERS

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27 October 2021

Version:

Revision 1

Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
3	A copy of a signed supply agreement between the site operator and the proprietary stormwater quality treatment device supplier for the maintenance of the SPEL Basin and Stormsack must be provided to council. The supply agreement must be for maintenance of the system for a minimum period of 10 years.	X	
3	Flood Immunity The minimum floor level of all buildings constructed on the site must be 3.38m AHD in accordance with the Approved Plans.		X
4	Flood Management The site must be constructed and operated in accordance with the latest revision of the Flood Emergency Management Plan required by this development approval at all times. Resources to manage the flood risk must include as a minimum onsite power supply, fresh water, medical supplies / medicine and food to cover the period of isolation. The site and the Flood Emergency Management Plan must be registered with the Sunshine Coast Local Disaster Coordination Centre.	X	
4	The Flood Emergency Management Plan required by this development approval must be reviewed by a suitably qualified person* and resubmitted to council at a minimum of the following times: (a) following council preparing a new flood study relevant to the site (b) following a change in the non-structural and/or structural flood mitigation measures (c) after the occurrence of floodwaters entering the site The Flood Emergency Management Plan must be reviewed in consultation with council.	X	
5	A Flood Emergency Management Plan must be prepared by a Registered Professional Engineer of Queensland (RPEQ) and implemented. This plan must be endorsed by council's delegate prior to commencement of use. The Flood Emergency Management Plan must be prepared in accordance with Sunshine Coast Flooding and Stormwater Management Guidelines and must detail the following: (a) nature of the flood threat (b) flooding constraints and flood risks for the site (including consideration of any residual flood risk)* (c) sources of flood intelligence (d) considerations for flood management (e) procedures to manage the flood risk (f) roles and responsibilities before, during and after the flood episodes (g) triggers for plan activation (h) arrangements for education of workers and residents (i) resources needed to shelter in place during a flood episode (j) management of a medical emergency during a flood episode (k) management of equipment and buildings and (l) recovery. The site and the Flood Emergency Management Plan must be registered with the Local Disaster Management Coordination Centre.		X

Development Approval Responsibility Matrix

Application Number:

MCU21/0230

Land:

LOT 90 SP 316217

Property Address:

SPITFIRE BANKS DRIVE, PELICAN WATERS

Approved:

27 October 2021

Version:

Revision 1

Note:

Responsibility for any Authority fees payable are as per the Principal's Project Requirements.

Condition #	Details	Principal	Contractor
48	Waste Management Refuse storage, removal and collection facilities must be provided in accordance with the Approved Plans and the following: (a) provision of an adequate supply of 1100L bulk bins for general and recyclable waste commensurate with the approved use, with an appropriate service frequency for collection (b) collection by service vehicles from within the site from the ground floor designated refuse area only, in a safe, efficient and unobstructed manner (c) a minimum clearance height of 4.5m for the waste collection vehicle to be maintained at all times, (d) provision of a functionally accessible communal hardstand impervious area for the permanent storage location and service collection of all bulk bins, with a smooth at-grade movement path between the storage area and where the collection vehicle stands (i.e. no steps, edging, ledges or the like) such that bins can be manually handled to the vehicle for servicing; (e) maintain continued responsibility of the body corporate, or an equivalent site management entity, to present bulk bins at the collection area on refuse collection day (f) provision of a readily accessible wash-down area in the vicinity of the permanent bin storage area fitted with a hosecock, bin roll over bund, and drain connected to the sewer that has a stormwater catchment area of no more than 1m2	X Practical Completion onward	X Up to Practical Completion
49	An inspection must be organised with a Council's Development Services Branch to confirm waste servicing and collection arrangements. Where obstructions to waste collection vehicles and facilities prevent safe and efficient servicing, the obstruction must be removed or rectified.	X	
50	Acoustic Amenity Acoustic measures and treatments must be incorporated into the development in accordance with the Acoustic Report listed within this development approval, including the following: (a) mechanical plant and equipment must achieve the background creep noise limits in section 6.1.6 at all noise sensitive receivers. Note: Measurements must be in accordance with AS 1055.1 - Acoustics - Description and measurement of environmental noise - General procedures. Measurements must be adjusted for tonality and impulsiveness where required, where attenuation is applied for inside to outside calculations, a maximum of 5 dB(A) only is to be applied (i.e. assumed windows fully open) (Refer to Advisory Note)		X
51	Service vehicle movements associated with the approved use on the premises (including loading and unloading) must not occur outside the hours of 7am to 6pm Monday to Saturday, and not at all on Sundays or public holidays. The requirements of this condition must be included in the Community Management Statement for any Body Corporate for the subject site.	X	
52	Any grills or metal plates subject to vehicular traffic on the site must be suitably acoustically dampened to prevent noise impacts on surrounding sensitive land uses		X
53	Certification must be submitted to Council from a qualified person* that the development has been constructed in accordance with the Acoustic Report and Acoustic Amenity conditions of this development approval. *(Refer to Advisory Note)		X
54	Lighting Devices Lighting associated with the use must be designed, sited, installed and tested to comply with Tables 3.2 & 3.3 for Zone A3 of AS 4282 - Control of the obtrusive effects of outdoor lighting".		X

Development Approval Responsibility Matrix

Application Number:

MCU2110230

Land:

LOT 90 SP 316217

Property Address:

SPITFIRE BANKS DRIVE, PELICAN WATERS

Approved:

27 October 2021

Version:

Revision 1



Responsibility for any Authority fees payable are as per the Principal's Project Requirements

Condition #	Details	Principal	Contractor
55	Certification must be submitted to Council from a qualified person* that all lighting devices comply with the requirements of this development approval. *(Refer to Advisory Note)		X
56	Commercial Kitchen Exhaust Kitchen exhaust points for the development must be located and operated in accordance with AS 1668.2 - The use of ventilation and airconditioning in buildings" (specifically Section 3.10 - Air Discharges).		X
57	Landscaping Works The development site must be landscaped. The works must be undertaken in accordance with an Operational Works approval and must include in particular: (a) the works shown on the approved landscape plans (b) a landscaping strip within the frontages of the subject site as per the approved plans, exclusive of the access driveway and fire boosters. The landscape strip must be uncompromised by infrastructure items, consist of columnar screening trees and shrubs (c) screening of bin enclosures with shrubs at approximately 1m centres. (d) landscaping provided along the side and/or rear boundaries, as per the approved plans, consisting of columnar screening trees and screening columnar shrubs (e) all species are to be selected for coastal hardness, drought tolerance, and so as to minimise nuisance or injury (f) vegetated screening of the front fences and walls from the street as indicated on the approved landscape concept plans (g) shade trees within the car parking area at a rate of 1 tree per 4 car parking spaces (h) provision of soil media, flush kerb, wheel stops and a common trench between the ends of the centre car parking bays (back of wheel stop to back of wheel stop) with appropriate shade trees and an appropriate surface treatment provided e.g. rock spalls (i) drainage of hardstand to garden beds and shade trees for passive irrigation (j) details of front fencing addressing the street, including elevation, section and plan. Provision of clear / translucent panelling throughout so as to soften the visual impact of the fence and allow visibility through the fence. Clear panelling is to be provided with an appropriate pattern, finish or texture so as to minimise the chances of bird strikes. (k) provision of one (1) street tree within the road reserve for every six (6m) of road frontage, located between the public path and back of kerb (where existing trees are present then these will be included in the count) (l) turf to the full extent of the verge excluding those areas subject to concrete paths or driveways (m) control of all weeds species listed in the following standards and legislation: (i) declared plants under the Land Protection (Pest and Stock Route Management) Act 2002 and sub-ordinate Regulation 2003 (ii) Sunshine Coast Local Government Area Pest Management Plan 2012-2016.		X Condition Precedent to performing landscape works
58	All landscape works must be established and maintained in accordance v * approved design for the life of the development, and in a manner that ensures healthy, sustained and vigorous plant growth. All plant material must be allowed to grow to full form and be refurbished when its life expectancy is reached.	X Principal from end of DLP onward	X Contractor up to end of DLP

Witness

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

Part G

Deed of novation

(subclause 9.2(c))

This Deed made the _____ day of _____ 20_____
between Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)
of _____

Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000 (the *Principal*)

and **McNab Developments (QLD) Pty Ltd**

of _____ 12 Neil Street, Toowoomba QLD 4350
(ABN: 63 118 748 548) (QBCC Licence No: 1094350) (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 contractor 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 (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 H

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

Deed of novation

(subclause Part I)

CONTRACT NO.: 21033

Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)

THIS DEED is made on **#date#** between the following parties:

1. **[insert name of Retiring Party]** **[insert ACN/ARBN]** of **[insert address]** ("Retiring Party")
2. **[insert name of Substitute Party]** **[insert ACN/ARBN]** of **[insert address]** ("Substitute Party")
3. **[insert name of Continuing Party]** **[insert ACN/ARBN]** of **[insert address]** ("Continuing Party")

RECITALS:

- A. The Retiring Party and the Continuing Party are parties to the Principal Agreement.
- B. The parties agree to novate the Principal Agreement on the terms of this deed.

THE PARTIES AGREE in consideration of, among other things, the mutual promises contained in this deed:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Effective Date" means **[insert date of novation]**;

"Principal Agreement" means **#Description of Agreement#**

2. NOVATION

2.1 Novation

Subject to the terms of this Deed, on and from the Effective Date, the parties novate the Principal Agreement so that:

- (a) the Substitute Party replaces the Retiring Party under the Principal Agreement as if it were the original party to the Principal Agreement; and
- (b) a reference in the Principal Agreement to the Retiring Party shall be read as a reference to the Substitute Party.

2.2 Assumptions of Rights and Obligations

- (a) On and from the Effective Date, the Substitute Party:
 - (i) must comply with the Principal Agreement; and
 - (ii) obtains the rights and assumes the obligations of the Retiring Party under the Principal Agreement.

- (b) On and from the Effective Date, the Continuing Party must comply with the Principal Agreement on the basis that the Substitute Party has replaced the Retiring Party under it in accordance with this deed.

2.3 Mutual Release

The Retiring Party and the Continuing Party, on the Effective Date, release each other from:

- (a) any obligation and liability under or in respect of the Principal Agreement; and
- (b) any action, claim and demand it has, or but for this clause 2.3 either would have had, against the other under or in respect of the Principal Agreement,

arising after the Effective Date.

3. DUTIES, COSTS AND EXPENSES

- (a) The Substitute Party must pay all stamp, transaction, registration, financial institutions, bank account debit and other duties and taxes including but not limited to any fines and penalties which may be payable in relation to the execution, delivery, performance or enforcement of this deed.
- (b) The Substitute Party indemnifies each other party against any amount payable under clause 3.1(a).

4. GENERAL

4.1 Notices

- (a) Any notice or other communication including but not limited to any request, demand, consent or approval, to or by a party to this deed or the Principal Agreement:
- (i) sent to the Continuing Party or the Retiring Party must be in the form and to the address required by the Principal Agreement (if the Principal Agreement so provides);
 - (ii) sent to the Substitute Party must be as follows:

Address: #To Be Completed#

Attention: **#To Be Completed#**

Facsimile: **#To Be Completed#**

4.2 Governing Law and Jurisdiction

This deed is governed by the laws of Queensland.

4.3 Further Assurances

Each party must do all things and execute all further documents necessary to give full effect to this deed.

4.4 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.

EXECUTED as a Deed:

SIGNED for the **[insert Retiring Party]** by its attorney in the presence of:

Witness

SIGNED for [insert name of Substitute Party] by its)
attorney in the presence of: ;

)

Witness

SIGNED for [insert name of Continuing Party] by)
its attorney in the presence of: ;

)

Witness



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

Part I

Deletions, amendments and additions

- 1 The following clauses have been deleted from the General Conditions in AS 4902-2000:
Refer to the track changed to Amended From AS4902-2000
.....
- 2 The following clauses have been amended and differ from the corresponding clauses in AS 4902-2000:
Refer to the tracked changed to Amended From AS4902-2000
- 3 The following clauses have been added to those of AS 4902-2000:
Refer to the track changed to Amended From AS4902-2000

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

Part J

STATUTORY DECLARATION- PROGRESS PAYMENTS

CONTRACT NO.: 21033

Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)

QUEENSLAND)

TO WIT)

I,

of in the State of Queensland,

do solemnly and sincerely declare that:

(a) I am the **//(Declarant's Status)//** for **McNab Developments (QLD) Pty Ltd**

of 12 Neil Street

Toowoomba QLD 4350 (ABN: 63 118 748 548) (QBCC Licence No: 1094350)

("Contractor") engaged by Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)

of Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000

to carry out the works known as Contract No. **("Works")** and I am duly authorised to make this declaration on the Contractor's behalf.

(b) All wages and claims of workmen employed on or about the works, (including all workers employed by subcontractors) which are due and payable have been paid up to the date of this declaration.

(c) All subcontractors, suppliers and consultants of the Contractor have been paid all that has been claimed by them up to the date of this declaration in respect of their part of *WUC* other than in respect of the following amounts for the following reasons:

Amount in dispute

Reason

.....

.....

(d) The Contractor:

i. has included in each *payment claim* submitted to the date of this statutory declaration; and

ii. will include in the *payment claim* to which this statutory declaration relates,

details of the value (calculated in accordance with the Contract, including clause 11D) of all *WUC* done as at the date of the relevant statutory declaration and all the details of all other moneys then due to the Contractor, pursuant to the provisions of the Contract, as at the date the relevant statutory declaration.

**AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE,
AND BY VIRTUE OF THE PROVISIONS OF THE "OATHS ACT OF 1867 (Qld)".**

Signed

Date

Taken and Declared before me, at

)

this day of

20.....)

A Justice of the Peace

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

Part K

STATUTORY DECLARATION - FINAL PAYMENT

CONTRACT NO.: 21033

Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)

QUEENSLAND)

TO WIT)

I,
of in the State of
Queensland,

do solemnly and sincerely declare that

(a) I am the #Declarant's Status# for McNab Developments (QLD) Pty Ltd

of 12 Neil Street

Toowoomba QLD 4350 (ABN: 63 118 748 548) (QBCC Licence No: 1094350)

("Contractor") engaged by Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)

of Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000

to carry out the works known as Contract No. ("Works") and I am duly authorised to make this declaration on the Contractor's behalf.

- (b) All wages and claims of workmen employed on or about the works, (including all workers employed by subcontractors) have been paid all amounts due and payable to them.
- (c) All subcontractors, suppliers and consultants of the Contractor have been paid all that has been claimed by them other than in respect of the following amounts for the following reasons.

Amount in dispute

Reason

.....

.....

AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING THE SAME TO BE TRUE,
AND BY VIRTUE OF THE PROVISIONS OF THE "OATHS ACT OF 1867 (Qld)".

Signed

Date

Taken and Declared before me, at

)

this day of

20.....)

A Justice of the Peace

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

Part L

Excluded Trade Costs

Identified Scope of Works

Excluded Trade Costs - Identified Scope of Works:
Joinery, Benchtops, Sanitary Hardware, FFE & Grabrail.

*Trade Packages which do not form part of the sharing mechanism or open book tendering under subclause 2A,
 2B and item 12D*

JOINERY & BENCHTOPS

Description

Foyer
Reception Desk
Lockable Storage Unit
SF-O1 Polished Smoked Aluminium Brass W/ MDF backing
Hair Salon
Hair Salon Reception Desk
Hair Salon Retail Display Shelving
Hair Salon Wash Basin
Hair Salon Washing Station
Hair Salon Overheads
Cafe
Cafe Water Station
Cafe Severy Counter
Cafe Suspended Shelving
Cafe Above Counter Storage Cupboards
Cafe Wash Station
Chefs Office
Chefs Overhead Cabinet
Chefs Office Desk
Interview/ Private Dining
Interview/Private Dining Base Cupboard
Interview/Private Dining Overhead Cupboard
Staff Room
Staff Room Kitchenette Base Cabinet
Staff Room Kitchenette Overhead Cabinet
Level 1
Nurse/Treat
Base Cupboards
Base Benchtop (LM-09)
Overheads
Servery
Base Cupboards
Overheads
Glass Splashback
Level 1-5
Tea Making Cabinets
Level 2-5
Nurse
Base Cupboards
Base Benchtop Laminate
Overheads
Treatment
Base Cupboards

Excluded Trade Costs - Identified Scope of Works:
Joinery, Benchtops , Sanitary Hardware, FFE & Grabrail.

*Trade Packages which do not form part of the sharing mechanism or open book tendering under subclause 2A,
2B and item 12D*

Overheads
Benchtop
<u>Servery</u>
Base Cupboards
Overheads
Glass Splash back
Tea Making
Base Cupboards
Residents Rooms
Ensuite Medicine Cabinets
Residents Room T1
1800x3000 Bed Head
2400x1300 Robe
Desk 400mm Wide
Over Desk Shelf 250mm Wide
Bedside Table
Residents Room T2
1800x3000 Bed Head
2400x1300 Robe
Desk 400mm Wide Level 1 only
Over Desk Shelf 250mm Wide Level 1 only
Desk 400mm Wide Level 2-5
Over Desk Shelf 250mm Wide Level 2-5
Bedside Table
Kitchenette Levels 2-5 only
Kitchentte Shelves
Residents Room SI
1800x3000 Bed Head
2400x1300 Robe
Desk 400mm Wide x 2
Over Desk Shelf 250mm Wide x 2
Bedside Table
Kitchenette Levels
Kitchentte Shelves
Residents Room S2
1800x3000 Bed Head
2400x1300 Robe
Desk 400mm Wide
Bedside Table
Kitchenette Levels
Kitchentte Shelves
Stone Bench Top
ST-03
ST-03 Stone Benchtop - Cafe
ST-03 Stone Benchtop - Hair Salon Wash Station
ST-05

Excluded Trade Costs - Identified Scope of Works:
Joinery, Benchtops, Sanitary Hardware, FFE & Grabrail.

Trade Packages which do not form part of the sharing mechanism or open book tendering under subclause 2A,

2B and item 12D

ST-05 Stone Benchtop - Level 2 - 5 Nurse
ST-06
ST-06 Stone Benchtop - LI Severy
ST-06 Stone Benchtop - L2-5 Severy
Sanitary Hardware / Hydraulic FFE
Description
Residential Ensuities
WC Pan - Roca Inspira In-wash back to wall smart toilet- 9509076
Cistern - Geberit Sigma 8 back to wall cistern- 1842013
Push Panel - Geberit Sigma 01 D/F accessplate ABS WH incorporated into toilet
Wall Basin - Caroma Opal 720 wall basin with no shroud- I/N: 4820915 (Product Code 1814425)
Basin Mixer Tap - Enware VP lever action basin set 60mm lever 155mm fixed / swivel spout- VPLBCD60-155
Shower Mixer tap - Grohe Bauedge Shower/bath Mixer CP (V2)- 9509684
Shower Rose - Con-serv Hosfab Commercial grab rail with Streamjet handheld shower & smooth hose- CF01809JC/6.5
WC Tap - Enware CS303 Cistern tap- right angle 15mm- Jumper valve
WC Paper Holder - Reece Essentials Acc T/Roll Holder with Cover- 9506958
Towel Rails - Reece Grab Rail Straight 600mm Satin S/S- 1850240
WC Grab Rail - Reece MLR50NCAL Folding Support Arm Std with nurse call provision- Product Code 102 and Reece MLR50 Folding Support Arm Std- produce Code 102
SHR Grab Rail - Reece Clam Flange CF880 SS Corner GR Rail- 1750061
Robe Hooks - Mizu Drift Robe Hook Chrome- 2202021
Basin Waste - Onsite Universal Basin P&W Push Plug CP- 205841
Basin Trap - Mizu Drift Bottle Trap 40mm Chrome- 2262546
Resident Kitchenette
Sink - Memo Hugo Compact Sink 1th SS- 2402710
Sink Mixer Tapware - Grohe Swift Sink Mixer CP (Fitted with 6* Flow Controller)- 9508886
Accessible WC
WC Suite - Ifo Care 6861 Kit- AS1418.1-2009 - S Trap - with grey seat
Wall Basin - Caroma Opal 720 Wall Basin- 1TH - No overflow
Shroud - Caroma Opal Shroud (short inlet P Trap required)
Basin Mixer tap - Enware Safira SAF606D-YB-5 star with Accessible extended lever - 5 star WELS
WC Tap - Enware CS303 Cistern tap- right angle 15mm- Jumper valve
WC Paper Holder - Caroma Virtu Circit double toilet paper holder
Coat Hook - Caroma Virtu Circit robe hook - large
Grab Rails - Bradley 832-1426 (LH) / 832-1427 (RH) / 832-005 (RH 90 deg) + 832-001-16 - Satin s.s as required
Communal WC's
WC Suite - Ifo Sign 6861 WC increased height - S Trap
WC Seat - Pressalit Sign WC seat - white
Flush Button - Ifo Sign - Raised dual flush button
Wall Basin - Caroma Opal 720 Wall Basin- 1TH - No overflow
Basin Mixer Tap - Enware Safira SAF606-YB-5 star - 5 star WELS
WC Tap - Enware CS303 Cistern tap- right angle 15mm- Jumper valve
WC Paper Holder - Caroma Virtu Circit double toilet paper holder

**Excluded Trade Costs - Identified Scope of Works:
Joinery, Benchtops, Sanitary Hardware, FEE& Grabrail.**

*Trade Packages which do not form part of the sharing mechanism or open book tendering under subclause 2/X.
2B and item 12D*

Coat Hook - Caroma Virtu Circit robe hook - large

Grab Rails - Bradley 832-1426 (LH)/ 832-1427 (RH)- Satin s.s.as required

Not in Schedule

Caroma Opal Shroud White

Treatment Room

Wall Basin - Caroma Opal 510 Wall Basin - OTH- No overflow

Shroud - Caroma Opal Shroud (short inlet P Trap required)

Basin Mixer Tap - Enware ENM5072A-250 hands-free tap with 230mm spout- 6-star

Sink - Clark 1503.1R Advance single end bowl sink - 1TH - RHbowl

Sink Mixer Tapware - Enware Safira SAF607-YB-6- 6 star WELS

Pan Room

Wall Basin - Caroma Opal 510 Wall Basin - OTH- No overflow

Shroud - Caroma Opal Shroud (short inlet P Trap required)

Basin Mixer Tap - Enware ENM5072A-250 hands-free tap with 230mm spout- 6-star

Pan Room Sink - Britex 304 grade stainless steel bench with integrated 54 litre sink - similar to wall mounted cleaner's sink- no grate to sink

Sink Tap - Enware Leva150mm Type 51 Wall mounted mixing set with SPC020swivel aerated spout- 1/4 turn ceramic disc - 150mm spout length

Pan & Bottle Rack - Malmet 8 bedpan + 8 bottle rack - Model BR-PR8+WT

Corridor Hand Wash Basin

Wall Basin - Caroma Opal 510 Wall Basin - OTH- No overflow

Shroud - Caroma Opal Shroud (short inlet P Trap required)

Basin Mixer Tap - Enware ENM5072A-250 hands-free tap with 230mm spout- 6-star

Corridor Tea Making

Sink - Clark Monaco single bowl undermount

Sink Mixer Tapware - Enware Safira SAF607-YB-6- 6 star WELS

Boiling Water Unit - Billi Sahara310 with XLlevered dispenser - 943010LCH

Cleaners Store

Cleaners Sink - Enware EWS600 s.s. sink with grate

Sink Taps - Enware Leva150mm Type 51 Wall mounted mixing set with SPC020swivel aerated spout- 1/4 turn ceramic disc - 150mm spout length

Wall Mounted Taps for Ecolab Dispenser - Enware Leva80mm Washing machine tap- 1/4 turn ceramic disc with hot & cold indicators

Wall basin - Caroma Opal 510 Wall Basin - OTH- No overflow

Shroud - Caroma Opal Shroud (short inlet P Trap required)

Basin Mixer Tap - Enware ENM5072A-250 hands-free tap with 230mm spout- 6-star

Hairdresser

Sink - Clark 1503.1R Advance single end bowl sink - 1TH - RH/ LH bowl

Sink Mixer Tapware - Enware Safira SAF607-YB-6- 6 star WELS

Hand Wash Basin - Robert Gordon - Clay350 Round hand basin - Saltbush- 350mm x 108mm

Basin Mixer Tap - Caroma Liano II tower basin mixer 96343B6A - Matte black

Hair Wash Basin - Comfortel 10000S - Hairdresser basin stand incl tapware - black

Not in Schedule

Mizu Drift Uni Dn40 Pop up P&W MB

Consulting, Wellness, Dental Rooms

Excluded Trade Costs - Identified Scope of Works:
Joinery, Benchtops, Sanitary Hardware, FFE & Grabrail.

Trade Packages which do not form part of the sharing mechanism or open book tendering under subclause 2A,

2B and item 12D

Wall Basin - Caroma Opal 510 Wall Basin - OTH- No overflow
Shroud - Caroma Opal Shroud (short inlet PTrap required)
Basin Mixer Tap - Enware ENM5072A-250 hands-free tap with 230mm spout- 6-star
Staff Room Kitchenette
Sink - Clark 1503.1R Advance single end bowl sink - 1TH - RH bowl
Sink Mixer Tapware - Enware Safira SAF607-YB-6 - 6 star WELS
Boiling Water Unit - Zip Hydrotap G4 BA160 - HT1708
Staff WC's
WC Suite - Roca Inspira In-wash close coupled smart toilet- 9507387
WC Suite - Ifo Sign 6862
WC Seat - Ifo Pressalit Sign WC seat - white
Wall Basin - Caroma Opal 720 Wall Basin - 1TH - No overflow
Shroud - Caroma Opal Shroud (short inlet P Trap required)
Basin Mixer Tap - Enware Safira SAF606-YB-5 star - 5 star WELS
WC Tap - Enware CS303 Cistern tap- right angle 15mm- Jumper valve
WC Paper Holder - Caroma Virtu Circit double toilet paper holder
Shower Rose - Con-serv Hosfab Commercial grab rail with Streamjet handheld shower & smooth hose- CF01809J C/6.5
Shower Mixer - Enware Safira in-wall shower mixer with yellow/blue indicator - SAF608-YB
Coat Hook - Caroma Virtu Circit robe hook - large
Grab Rails - Bradley 832-1426-AMB & 832-1427-AMB - Satin s.s.
Private Dining/ Interview Room
Sink - Clark Monaco single bowl undermount
Sink Mixer Tapware - Caroma Pin Lever gooseneck sink mixer- 872554C4A
Cafe Water Station
Basin - Billi drainage tray
Basin Tap - Billi Dual Levered Slimline dispenser - Product code 913100DMB - matte black
Boiling Water Unit - Billi B-3000 Sparkling
Foyer Handwash Basin
Basin - Tradelink Elvire 400
Basin Tap - ACS Designer Bathrooms Nero wall-mounted sensor tap - Product code YSW401- Produce SKUNR401MB - matte black
Bathroom
WC Suite - Ifo Care 6861 Kit- AS1418.1-2009 - STrap - with grey seat
Wall Basin - Caroma Opal 720 Wall Basin - 1TH - No overflow
Shroud - Caroma Opal Shroud (short inlet P Trap required)
Basin Mixer Tap - Enware Safira SAF606D-YB-5 star with Accessible extended lever - 5 star WELS
WC Tap - Enware CS303 Cistern tap- right angle 15mm- Jumper valve
WC Paper Holder - Caroma Virtu Circit double toilet paper holder
Coat Hook - Caroma Virtu Circit robe hook - large
Grab Rails - Bradley 832-1426 (LH)/ 832-1427 (RH)/ 832-005 (RH90 deg) + 832-001-16 - Satin s.s.as required
Shower Mixer Tap - Caroma Elegance Bath / Shower Mixer- 631102C
Shower Rose - Con-serv Hosfab Commercial grab rail with Streamjet handheld shower & smooth hose- CF01809J C/6.5 with 2m hose

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

Part M

FORM OF WARRANTY

DEED OF WARRANTY

DATED:

PARTIES:

#Warrantor's Name and A.C.N.# of #Warrantor's Address# (the "Warrantor")

Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010) of Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000

("Principal")

McNab Developments (QLD) Pty Ltd

of 12 Neil Street

Toowoomba QLD 4350 (ABN: 63 118 748 548) (QBCC Licence No: 1094350)

and its successors and permitted assigns (the **"Contractor"**)

BACKGROUND:

A. The Warrantor is providing:

- (a) equipment or materials (**"Goods"**); and/or
- (b) works or services (**"Services"**),

under a Subcontract No. **21033** dated **#date#** (the **"Subcontract"**) in connection with the Rockpool RAC Pelican Waters (**"Project"**).

B. The Warrantor has agreed to warrant the Goods and/or Services to the Principal and Contractor on the terms of this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. WARRANTY

The Warrantor warrants to the Principal and Contractor that:

- (a) **(Goods)** the Goods shall:
 - (i) be of merchantable quality, free from defects and fit for their purpose (including utility, performance and appearance); and
 - (ii) conform to the requirements of the Subcontract; and
- (b) **(Services)** the Services shall:
 - (i) be provided in a proper and workmanlike manner;
 - (ii) be free from defects and fit for their purpose; and
 - (iii) conform to the requirements of the Subcontract.

2. RECTIFICATION

The Warrantor agrees that it shall promptly, after notice from the Principal or Contractor requiring it to do so, at its own cost and expense replace, repair or otherwise rectify to the reasonable satisfaction of the Principal any of the Goods or Services which are found by the Principal or Contractor during the period of Warranty Period# from the date of Practical Completion of the Project to:

- (a) not comply with the warranty set out in clause 1 of this Deed; or

- (b) show deterioration to an extent that, in the opinion of either the Principal or Contractor, the Goods or Services require replacement, repair or rectification in order to achieve compliance with the warranty set out in clause 1 of this Deed.

3. LIABILITY

The Warrantor shall indemnify the Principal and Contractor for any loss, expense, cost or damage (including consequential loss or damage) arising from the Goods or Services failing to comply with the warranty set out in clause 1 of this Deed or the Contractor failing to comply with any of its obligations under this Deed.

4. GENERAL

The Warrantor agrees:

- (a) **(Interpretation of Warranty)** the warranties in clause 1 apply to all and every part of the Goods and Services whether supplied or installed by the Warrantor or others;
- (b) **(Other Rights Preserved)** this Deed does not limit or otherwise prejudice any other rights of the Principal or Contractor against the Warrantor;
- (c) **(Consequential Damages)** despite any limitations (express or implied) under this Deed, if:
- (i) any failure of the Goods and Services to comply with the warranties in clause 1 would be reasonably expected to result in consequential damage to any of the Works; and
 - (ii) the Warrantor, after receiving notification of the failure or defects, does not diligently rectify the failure or defect;
- the Warrantor shall be responsible for any consequential damage occurring after the time when the Warrantor should have rectified the Goods and Services;
- (d) **(Principal and Contractor Benefit Separately)** each of the warranties and obligations of the Warrantor shall be capable of enforcement independently by each of the Principal and the Contractor and any acts or omissions or waiver by the Principal or the Contractor shall not prejudice the rights of the other;
- (e) **(Assignment)** the Principal and Contractor may assign, novate or otherwise deal with this Deed or any of their rights and benefits under it in their absolute discretion and without the Warrantor's consent.

5. INTERPRETATION

If any provision of this Deed is legally invalid or unenforceable, it shall be severed or read down to the extent of the invalidity or unenforceability but so as to otherwise maintain as far as possible the full force and effect of this Deed.

6. MANUFACTURER'S WARRANTIES

The Warrantor:

- (a) **(Provision by Warrantor)** warrants to the Principal and Contractor that it has annexed to this Deed all related product warranties available on products incorporated into the Goods or Services by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchasers and users of the product without regard to specific applications ("**Manufacturer's Warranties**"); and
- (b) **(Effect of Other Warranties)** nothing in the Manufacturer's Warranties shall be taken to limit or otherwise prejudice the Warrantor's warranties or obligations under this Deed.

EXECUTED as a Deed.

*If Warrantor is Corporation

THE COMMON SEAL of #Name of Warrantor#)
 (A.C.N. #ACN of Warrantor#) was hereto affixed in)
 accordance with its articles of association in the ;
 presence of:)

Witness

*If Warrantor natural person

SIGNED, SEALED and DELIVERED by)

#Name of Warrantor# in the presence of:)

Witness

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

Part N

Special Conditions

National Construction Code 2019(a)

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

Part O

Deed of Release and Waiver

DEED OF RELEASE AND WAIVER

THIS DEED OF RELEASE is made on

BETWEEN: Rockpool RAC Pelican Waters Pty Ltd (ACN 652 472 010)
of Ground Floor, 131 Leichardt Street, Spring Hill, QLD 4000

(‘Principal’)

AND: McNab Developments (QLD) Pty Ltd

of 12 Neil Street
Toowoomba QLD 4350
(ABN: 63 118 748 548)
(QBCC Licence No: 1094350)

(‘Contractor’)

BASIS OF RELEASE AND WAIVER

This Release and Waiver relates to a contract (‘Contract’) between the Principal and the Contractor with respect to the following works and/or services.

RELEASE AND WAIVER

Pursuant to the Contract and in consideration of the amount set out below which has been or is to be paid to the Contractor, the Contractor fully releases and discharges the Principal (and its employees, consultants and agents) from and against all claims, demands and causes of action and proceedings of every kind and nature which the Contractor may or might have had or might assert arising directly or indirectly out of the Contract or the Works and/or services under the Contract or in relation to the Contract and in accordance with the terms of this Release and Waiver except for its rights (if any) with respect to the amounts (if any) set out in items 2.3 and 3.2 below and the exceptions to this Release and Waiver set out below.

The exceptions to this Release and Waiver (if any) are:

.....
.....

(‘Exceptions’).

The execution by the Contractor of this Deed of Release and Waiver does not prevent the Contractor from defending any Claim brought against it by the Principal. Without limitation, the Contractor’s right to defend a claim includes the right to bring a counterclaim against the Principal.

FINANCIAL STATUS

2	Payment Due	Amount (S) (Exc GST)	Amount (S) (Inc GST)
2.1	Total amount owed under the Contract	_____	_____
2.2	Less previous payments made	_____	_____

2.3 Less cash retention or any other withholding (if any) which shall be held by the Principal subsequent to this date

2.4 Total Payment Due

TERMS OF RELEASE AND WAIVER

1. The Contractor accepts the amount set out in item 2.4 (Total Payment Due) as the final payment under the Contract except if it has any rights with respect to the amounts set out in items 2.3 and 3.2 and the exceptions to this Release and Waiver set out in this Release and Waiver.
2. The Contractor certifies that its Subcontractors, suppliers and all persons who have performed works and/or services (including the supply of goods) in connection with the Contract and the works and/or services under or in relation to the Contract have been paid all amounts due and payable, and the Contractor agrees to provide the Principal upon demand, evidence of such payment as may be reasonably required.
3. The Contractor certifies that all wages due and owing to its employees and the employees of its Subcontractors and suppliers have been paid all amounts due and payable to this date and that all obligations to make payments with respect to them, whether as a result of a statutory obligation or otherwise, have been paid in full.
4. The Contractor indemnifies the Principal against and waives and relinquishes all or any Claims, liens, encumbrances, levies, attachments and all other rights whether known or unknown arising directly or indirectly out of the Contract or the works and/or services under, or in relation to, the Contract other than the Exceptions in this Release and Waiver and any obligation of the Principal to return security.
5. The Contractor undertakes that if the Principal is called upon to pay for or defend against any liens, Claims or demands of any kind arising directly or indirectly out of the Contract or the works and/or services under the Contract in relation to the Contract which the Contractor is obliged to pay and discharge, the Contractor shall indemnify the Principal from and against any such payment or defence (including any reasonable legal fees and costs it incurs), and will at the request of the Principal and its own expense take over and assume the defence and liability for any such lien, Claim or demand. This provision does not apply to the Exceptions in this Release and Waiver and any obligation of the Principal to return security.
6. The Contractor confirms that the payments made by the Principal shall not constitute an acceptance of defective or improper work or services or relieve the Contractor from any of its obligations arising directly or indirectly out of the Contract the works and/or services under, or in relation to, the Contract.
8. The Principal shall not be obliged to certify or arrange to make the payment referred to in item 2.4 nor certify or arrange to release any cash retention or other withholding or the non cash security or retention, unless and until the Principal receives this Release and Waiver signed by the Contractor.

EXECUTED and delivered as a Deed in **Queensland**

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

Part P

Key Personnel

Role	Key Personnel
Construction Manager	Matthew Palmer
Project Manager	Matthew Hyams
Site Manager	Adrian Wyatt
Design Manager	Callum Bell
Contract Administrator	Levi Carsburg

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

Part Q

FINANCIER'S TRIPARTITE DEED

Not provided at time of Contract

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

Part R

Clarifications

- Due to discrepancy between the PPR and the Interior Finishes Design, the *Contractor* confirms the *Contract Sum* includes wall vinyl as per the PPR.
- Due to discrepancy between the PPR and the Landscape Plans, the *Contractor* confirms the *Contract Sum* includes external pavement finishes included as per the landscape plans.
- Screening to certain windows will prohibit window cleaning. The *Contractor* confirms that the *Contract Sum* has not allowed to remedy this issue.
- Lighting selection and design included similar substitutions as per the Carseldine lighting package.
- Joinery Finishes included Similar to Laminex range. Similar to Carseldine.
- FFE included only as per the FFE Schedule. For clarity, the booth seating to the cafe and the book shelf to the foyer is considered FFE.
- Unity water private works and water meter connection and all associated costs by Rockpool.
- The *Contract Sum* allows for all services connections to be made to the property boundary.
- In accordance with the Carseldine and Morayfield specification, the *Contract Sum* does not include for lightning protection.
- Greenstar Concrete is not included in the *Contract Sum*.
- The *Contract Sum* includes the following, Provisional and Prime Cost Rates in addition to those included in the tender 'PPR':

-
- o Prime Cost Rate: Reinforcement Supply (including rolling margin):
\$1,960/tonne
 - o Provisional Sum: Lounge Area Screening, as per Option 2 (as specified on drawing ID-GL-5.21 'Ground Floor Other Concept'): \$50,000
-

- o Provisional Sum: Arbour structures, as nominated on drawing as A-8.15: \$100,000. McNab has nominated this scope as Provisional because the design of these components requires resolution. Given the aesthetic importance of these facade elements, McNab wants to resolve this issue in close coordination with GJG Architects.
-

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

Part S

Provisional Sums

- Corporate signage \$35,000 (PPR Reference 5.16 Provisional Sum Item 1)
- Wayfinding signage. \$30,000 (PPR Reference 5.16 Provisional Sum Item 2)
- Corner and door / doorframe protection \$30,000 (PPR Reference 5.16 Provisional Sum Item 3)
- Reception, Hair Salon and Private Dining stonework \$22,000 (PPR Reference 5.16 Provisional Sum Item 4)
- Nurse Call, Electronic Access Control and Security Cameras \$600,000 (PPR Reference 5.16 Provisional Sum Item 5)
- Lounge Area Screening, as per Option 2 (as specified on drawing ID-GL5.21 'Ground Floor Other Concept'): \$50,000 (refer to Clarifications Annexure Part R)
- Arbour structures, as nominated on drawing as A-8.15: \$100,000. (refer to Clarifications Annexure Part R)

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

Part T

PC Items and Rates

• Reinforcement Supply	\$1960/t
• TL-01 -	\$32/m2
• Paver -	\$40/m2
• TL-03 -	\$14/m2
• TL-05 -	\$50/m2
• VL-04 -	\$25/m2
• VL-07 -	\$48/m2
• Carpet - Poetica	\$44.85/m2
• HP Integra Adhesive	\$112/Drum

PC Rate - Steel Reinforcing

The Contractor and Principal acknowledge the following:

- 1) The supply of reinforcing steel is to be based upon the following rates
 - a. Processed Bar (Stock and Rolled) including rolling margin and all associated accessories - \$1,960 1 tonne
- 2) The rates apply to all reinforcement supplied for the project but not limited to:
 - a. All major structural elements
 - b. Slabs
 - c. Concrete Columns
 - d. Walls
 - e. Shotcrete
 - f. Precast elements
 - g. Piling
 - h. Blockwork
 - i. Concrete Paths
- 3) The Contractor shall provide reports or receipts for reinforcing steel delivered to site from its reinforcing suppliers, or subcontractors (e.g. within precast elements), with each progress claim.
- 4) The Contractor is required to provide an itemised schedule that confirms the forecast quantity of steel for each level of the development to support monthly valuations.
- 5) Any variance (up or down) in the supply cost rate of reinforcing steel purchased for the project to those detailed below shall be a variation to the Contract Sum (an additional cost or credit).
- 6) The Contractor warrants the total quantity of reinforcement subject to this clause. The total quantity is deemed to include for wastage. Should the total quantity of reinforcement used on the project exceed the total quantity provided by the Contractor, the additional quantity shall not be subject to this clause.
 - a. Total quantities are as follows:
 - b. Processed Bar & Reinforcing Mesh: 460t
 - (i) Masonry Reinforcement - 123.62t
 - (ii) Slabs and - 336t
 - (iii) Piling - 250t

c. Reinforcing Mesh: 480 sheets

(i) SL82- 480 Sheets

- 7) The Contractor's margin and overhead adjustment shall be made to any variation issued pursuant to this clause.
- 8) It is the Contractor's sole responsibility to collect the appropriate records and provide them to the Principal at the time of making a Progress Claims.
- 9) The supply rates exclude delivery fees, however, this is included in the contract sum.

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

Part U

Other Agreements

1. Option to obtain a second Bank Guarantee or Surety Bond

The Contract has been amended so that the Contractor only provides One Bank Guarantee or Surety Bond in lieu of cash retention at a time of the contractors choosing for a maximum of 2.5% of the *Contract Sum*

The *Principal* may take up an option to increase the *Contract* requirements and pay the *Contractor* to provide a second Bank Guarantee. To invoke this option, the *Principal* will request the *Superintendent* to issue a *direction* under clause 36 requesting the *Contractor* to provide a cost for the second BG or Bond.

Upon issuance of the *direction* the Contractor will confirm the price for the additional *security* and once agreed the following clauses will be reviewed and updated and appended to the direction.

- Clause 5 *Security*,
- Clause 35 *Defects* and the release of security
- Part A, *Item 14* (a) to (g) will be amended to suit additional security and release requirements at *Practical Completion* and end of *Defects Liability Period*

2. Faster Payment Terms

Clause 37 and *Item 33A* currently states that the *Contractor* will be paid within and no later than *15 business days* of receipt of the monthly progress claim. This is the contractual arrangement and complies with the *BIF Act*.

However the Parties have agreed to generate a process that will allow the *Contractor* to be paid 7 days from the date of the progress claim, excluding the first payment claim.

This is a "best endeavours" agreement. The *Contractor* must provide the agreed information within the pre-agreed time-frames to enable this process to be achieved.
