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**SUBCONTRACT**

**FOR**

**KOGARAH RSL MIXED USE DEVELOPMENT  
AT RAILWAY PARADE, NSW**

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**BETWEEN**

**WESTBOURNE CONSTRUCTIONS PTY LIMITED  
ACN 100 473 907**

**AND**

**[REDACTED]  
ACN [REDACTED]**

**SUBCONTRACT NO [REDACTED]**



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## FORMAL INSTRUMENT

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### FORMAL INSTRUMENT

**THIS DEED** is made on 7<sup>th</sup> day of February 2018

**BETWEEN:** Westbourne Constructions Pty Limited  
ACN 100 473 907  
("Contractor")

**AND:** [REDACTED]  
ACN [REDACTED]  
("Subcontractor")

### BACKGROUND

- A The Contractor wishes to engage the Subcontractor to perform the WUS in relation to the Project.
- B The Subcontractor has represented to the Contractor that it has the experience and expertise in the carrying out of, or procurement and coordination of, works equivalent to the WUS.
- C The Subcontractor has agreed to carry out the WUS in accordance with the terms and conditions of the Subcontract.

### AGREED TERMS

#### 1 Definitions

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Words which are defined in the General Conditions have the same meaning in this Formal Instrument unless the context otherwise requires.

#### 2 Acknowledgements and agreements

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Each of the parties acknowledges and agrees that:

- (a) it is duly incorporated and has the right, power and authority to enter into and perform its obligations in accordance with this Subcontract;
- (b) it has taken all corporate and other action required to enter into the Subcontract and to authorise the execution and delivery thereof and the performance of its obligations thereunder;
- (c) this Subcontract is valid and legally binding on it in accordance with the terms of this Subcontract;
- (d) no litigation, arbitration, criminal or administrative proceedings are current, pending or (to its knowledge) threatened which if adversely determined would have a material adverse effect on its ability to carry out its obligations arising out of or in any way in connection with the Subcontract; and
- (e) no representation, warranty or information provided by it to the other party contains any untrue statement of material fact or omits to state a material fact



necessary to make such representation and warranty not misleading in light of the circumstances under which it was made.

### **3 Term**

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The term of this Subcontract commences on the earlier of execution of this Formal Instrument or commencement on Site and ends on the expiry of the Defects Liability Period or earlier termination of the Subcontract.

### **4 Early Works**

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The terms of the Subcontract apply to all of the work performed by the Subcontractor in connection with the WUS, including any work performed prior to the date of execution of the Subcontract.

Any payment made to the Subcontractor by the Contractor in connection with the Subcontract or the WUC prior to the date of execution of the Subcontract will be treated as a payment under the Subcontract and will be in part discharge of the Contractor's obligation to pay the Subcontract Sum.

### **5 General**

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#### **5.1 Amendment**

The Subcontract may only be amended, varied or replaced by a document duly executed by the parties.

#### **5.2 Costs**

Each party shall bear its own legal, accounting and other costs, charges and expenses of and incidental to the negotiation, preparation, finalisation and execution of the Subcontract.

#### **5.3 Further assurances**

Each party shall exercise all such powers as are available to it, do all such acts, matters and things and sign, execute and deliver all such documents and instruments as may be necessary or reasonably required to give full force and effect to the provisions of the Subcontract.

#### **5.4 Entire agreement**

The Subcontract embodies the entire agreement between the parties with respect to the subject matter of the Subcontract and supersedes and extinguishes any prior agreements, understandings, negotiations and representations between the parties.

#### **5.5 Counterparts**

The Subcontract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

#### **5.6 Severability**

Part or all of any provision of the Subcontract that is illegal, invalid or unenforceable may be severed from the Subcontract and the remaining provisions of the Subcontract continue in force.



**EXECUTED as a Deed**

**Executed by Westbourne Constructions Pty Limited (ACN 100 473 907)** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Company Secretary

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

**Executed by** [REDACTED] **(ACN** [REDACTED] **)** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Company Secretary

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)



**Kogarah RSL mixed use  
development at Railway Parade, NSW**

**Contractor: Westbourne  
Constructions Pty Limited  
ACN 100 473 907**

**Subcontractor:** [REDACTED]  
[REDACTED]  
[REDACTED]

**Australian Standard™**

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

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This Australian Standard was prepared by Committee OB/3, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 17 February 1995 and published on 5 April 1995

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The following interests are represented on Committee OB/3:

Australian Chamber of Commerce and Industry  
AUSTROADS  
Construction Industry Engineering Services Group  
Construction Policy Steering Committee  
Electricity Supply Association of Australia  
Institution of Professional Engineers New Zealand  
Law Council of Australia  
Master Builders Australia  
National Construction Council/MTIA  
National Public Works Council  
Process Engineers and Constructors Association  
Railways of Australia  
Royal Australian Institute of Architects  
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Australian Standard™

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

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## PREFACE

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

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

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

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

### WARNINGS:

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

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

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

- 2 Where the Contractor effects insurance policies under Clause 18 or 19, copies of such policies should be made available to tenderers at the time of tender.
- 3 For the purposes of Clause 30.2, the inclusion of Quality Assurance requirements in a contract will require detailed clauses in the Subcontract which have regard to the Quality Standard selected for the work.
- 4 Contractors should ensure that their specific requirements are fully and completely incorporated in the 'Principal's Project Requirements' obtaining specialist advice if necessary. Where a Subcontractor provides a proposed design as part of its tender the parties should give consideration to whether that design should form part of the Design.
- 5 Clauses which are prefixed by a dagger symbol (†) require the parties to indicate in the Annexure whether the particular Clause is applicable or not applicable. If words in an Annexure item are prefixed with a dagger symbol (†), the parties are required to delete the words which do not apply, as appropriate. Note Clause 1 which provides that if no deletion is made, the particular Clause applies.
- 6 Items in Annexure Part A which are marked with a hash symbol (#) indicate that these items are to be deleted where the Subcontract provides for Separable Portions. If so, the items marked with a hash symbol (#) are to be deleted in Annexure Part A and that part of Annexure Part A entitled Separable Portion is to be completed for each Separable Portion.
- 7 Clauses which are prefixed by an asterisk symbol (\*) may be omitted without making consequential amendments to these General Conditions of Subcontract.

A1

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



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## GENERAL CONDITIONS OF CONTRACT

### 1 DEFINITIONS

In the Subcontract, except where the context otherwise requires—

‘**Accredited Certifier**’ has the meaning given to that term in the *Building Professionals Act 2005* (NSW);

‘**Approval**’ means:

- (a) any approval required by any Legislative Requirement arising out of or in any way connected with the WUS; and
- (b) any other certificates, licences, consents, permits, approvals and requirements required by:
  - (i) organisations; or
  - (ii) any Authority,having jurisdiction in connection with the carrying out of the WUS;

‘**Australian Standard**’ means any standard published by Standards Australia Limited;

‘**Authority**’ means any government or any public, local or statutory authority, including any Certification Authority, or utility provider having jurisdiction in respect of the WUS or the Site;

‘**Building Code**’ means the *Building Code of Australia* published by the Australian Building Codes Board, as in force in New South Wales on the date of the application for the relevant Construction Certificate;

‘**Building Services**’ means all plant, equipment and apparatus forming part of the Subcontract Works, including all water, mechanical, electrical, communications, air conditioning, waste, access control, security, fire protection, lifts and hydraulics but excluding any upgrade, augmentation or amplification of services to the Site;

‘**Business Day**’ means any day other than:

- (a) a Saturday, Sunday or public holiday, or
- (b) 27, 28, 29, 30 or 31 December;

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

‘**Certification Authority**’ means any:

- (a) Council;
- (b) Consent Authority;
- (c) Accredited Certifier; or
- (d) Principal Certifying Authority;

‘**Claim**’ includes any claim, action, demand or proceeding;

‘**Club Stratum**’ means proposed Lot 1 in the Stratum Plan.

‘**Cold Shell**’ means construction of each of the premises within the Club Stratum and Commercial Stratum to base building level in accordance with the Principal’s Project Requirements;

‘**Commercial Stratum**’ means proposed Lot 2 in the Stratum Plan;

‘**Consent Authority**’ has the meaning given to that term in the EPA Act;



**‘Consequential Loss’** means indirect, remote, abnormal or unforeseeable loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, the following:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of production;
- (d) loss or denial of opportunity;
- (e) loss of access to markets;
- (f) loss of goodwill;
- (g) loss of business reputation, future reputation or publicity;
- (h) damage to credit rating;
- (i) loss of use; and
- (j) any similar loss whether or not in the reasonable contemplation of the parties at the date of Subcontract;

**‘Construction Certificate’** means a construction certificate under the EPA Act relating to all or any of the WUS;

**‘Constructional Plant’** means appliances and things used in the execution of the WUS but not forming part of the Subcontract Works;

**‘Contamination’** or **‘Contaminant’** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance:

- (a) the presence of which requires investigation or remedy under any Commonwealth, State or local statute, regulation, rule, ordinance, order, action, policy, notice or common law;
- (b) which is or becomes defined as a hazardous waste, hazardous substance, environmentally hazardous chemical, declared chemical waste, pollutant or contaminant under any Commonwealth, State or local statute, regulation, rule or ordinance;
- (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous;
- (d) which contains gasoline, diesel, fuel or other petroleum hydrocarbons;
- (e) which makes or may make the environment unsafe or unfit for habitation or occupation by persons or animals or is or threatens to be a nuisance; or
- (f) which makes or may make the environment degraded;

**‘Contractor’** means the Contractor stated in Item 3 of Annexure Part A;

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

**‘Council’** has the meaning given in the *Local Government Act 1993* (NSW);

**‘Date for Practical Completion’** means—

- (a) where Item 9 of Annexure Part A provides a date for Practical Completion, the date; or
- (b) where Item 9 of Annexure Part A provides a period of time for Practical Completion, the last day of the period,

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



**‘Date of Practical Completion’** means—

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

**‘day’** means calendar day;

**‘Daywork’** means work referred to in Clause 41;

**‘Deed of Release’** means the deed of release in the form set out at Annexure Part S;

**‘Defect’** means any error, defect, deficiency, shrinkage, fault, non-conformance or omission in the WUS or the Subcontract Works, or any aspect of the WUS or Subcontract Works which is not in accordance with the requirements of the Subcontract;

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

**‘Defects List’** means a list of Defects in the Subcontract Works to be provided by the Contractor in accordance with Clause 37.3;

**‘Design’** means any design of the Subcontract Works included in the documents stated in Item 10 of Annexure Part A as describing the Principal’s Project Requirements;

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

**‘Development Approval’** means the determination of Development Application No. 97/2015 issued 21 December 2015;

**‘Development Requirements’** means the requirements of the Development Approval;

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

**‘dwg’** means a format used for storing two and three dimensional design data;

**‘EPA Act’** means the *Environmental Planning and Assessment Act 1979* (NSW);

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

**‘Financier’** means any financier of the Principal in connection with the Main Contract Works;

**‘Force Majeure’** means:

- (a) acts of God, the occurrence of which could not have been anticipated by using reasonable foresight;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (c) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- (d) riot;
- (e) munitions of war, explosive materials, ionising radiation or contamination by radio-activity; and
- (f) natural catastrophes such as earthquake, hurricane, lightning strikes, typhoon or volcanic activity;

**‘Formal Instrument’** means the formal instrument of agreement to which these General Conditions are attached;



**‘General Conditions’** means these AS 4300 – 1995 general conditions of contract, as amended;

**‘GST’** means the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**‘High Risk Construction Work’** has the meaning given to that term in the WHS Regulation;

**‘Home Building Legislation’** means the *Home Building Act 1989* (NSW) and the *Home Building Regulation 2004* (NSW);

**‘Item’** means an Item in Annexure Part A;

**‘Kogarah RSL Club Limited’** means Kogarah RSL Club Limited ACN 001 032 355;

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

**‘Legislative Requirements’** includes—

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the WUS or any part thereof is being carried out;
- (b) the Building Code;
- (c) certificates, licences, consents, permits, approvals and requirements of organisations or any Authority having jurisdiction in connection with the carrying out of the WUS; and
- (d) fees and charges payable in connection with the foregoing;

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

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

**‘Milestone’** means each milestone in the schedule of milestones for the WUS prepared by the Subcontractor in accordance with the Financier’s requirements and approved by the Contractor and Financier;

**‘month’** means calendar month;

**‘Moral Rights’** means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world;

**‘Neighbouring Land’** means any property adjoining the Site.

**‘Occupation Certificate’** means an occupation certificate issued under the EPA Act for the Subcontract Works;

**‘other contractor’** has the meaning set out in subclause 27.2;

**‘Payment Withholding Request’** has the meaning given to that term in the Security of Payment Act;

**‘PC Documentation’** means all as-constructed drawings in respect of the Building Services and the Subcontract Works and as otherwise required by the specifications, comprising one printed copy and one CAD disk copy containing both dwg and pdf format, to the reasonable satisfaction of the Contractor;

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

**‘Practical Completion’** is that stage in the execution of the WUS when—

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



- (i) which do not prevent the Subcontract Works from being reasonably capable of being used for their stated purpose;
  - (ii) which the Contractor determines the Subcontractor has reasonable grounds for not promptly rectifying; and
  - (iii) rectification of which will not prejudice the convenient use of the Subcontract Works;
- (b) those tests which are required by the Subcontract or the Contractor to be carried out and passed before the Subcontract Works reach Practical Completion, have been carried out and passed;
- (c) documents and other information required under the Subcontract which, in the opinion of the Contractor, are essential for the use, operation and maintenance of the Subcontract Works, have been supplied; and
- (d) the Subcontractor has satisfied the requirements set out in Annexure Part H.

**‘Principal’** means Bluestone Capital Ventures (Kogarah) Pty Limited ACN 169 822 477 as trustee for the Bluestone Capital Ventures (Kogarah) Unit Trust ABN 27 692 845 375;

**‘Principal Certifying Authority’** has the meaning given to that term in the EPA Act;

**‘Principal Contractor’** has the meaning given to that term in the WHS Regulation;

**‘Principal Contractor WHS Management Plan’** has the meaning given to the term “WHS management plan” in the WHS Regulation;

**‘Principal’s Project Requirements’** means the written summary or outline of the Principal’s requirements for the Subcontract Works described in the documents stated in Item 11 of Annexure Part A and—

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

**‘Project Program’** has the meaning set out in Clause 33.1A;

**‘Prototype Apartment’** means the apartment referred to in clause 53.

**‘Provisional Sum’** includes monetary sum, contingency sum and prime cost item;

**‘Purchaser’** means the purchaser under a Sales Contract;

**‘Purchaser Defect’** has the meaning set out in Clause 72;

**‘Residential Stratum’** means the proposed Lot 3 in the Stratum Plan;

**‘Schedule of Rates’** means any schedule included in the Subcontract 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;

**‘Safe Work Method Statement’** has the meaning given to that term in the WHS Regulation;

**‘Sales Contract’** means each contract for sale of an apartment including the Subcontract Works to a third party;

**‘Secondary Subcontract’** means a subcontract between the Subcontractor and a Secondary Subcontractor;

**‘Secondary Subcontractor’** means any person engaged by the Subcontractor to perform works in connection with the WUS and includes any Subcontractor’s Consultant (if applicable);



**‘Security of Payment Act’** means the *Building and Construction Industry Security of Payment Act 1999* (NSW);

**‘Separable Portion’** means a portion of the WUS described in the Subcontract as a Separable Portion or which the Contractor has determined pursuant to Clause 35.4 shall be a Separable Portion;

**‘Site’** means Lot 2 in DP 1188418 and as delineated on the plans in Annexure Part L and any other land or places to be made available to the Subcontractor by the Contractor for the purpose of the Subcontract;

**‘Stratum Plan’** means the draft plan of subdivision of Lot 2 in DP 1188418 dated 1 November 2016 and which is Annexure Part O.

**‘Subcontract’** means the agreement between the Contractor and the Subcontractor, comprised of the Formal Instrument, General Conditions and all Annexure Parts, schedules and attachments and documents referred to in such attachments;

**‘Subcontract Sum’** means the amount stated in Item 8 of Annexure Part A including provisional sums but excluding any additions or deductions which may be required to be made under the Subcontract;

**‘Subcontract Works’** means the whole of the work to be executed by the Subcontract in accordance with the Subcontract (including Annexure Part B), including variations provided for by the Subcontract, which by the Subcontract is to be handed over to the Contractor.

**‘Subcontractor’** means the person at Item 5 of Annexure Part A, being the person bound to execute the WUS;

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

**‘Subcontractor’s Design Obligations’** means all tasks necessary to design and specify the Subcontract Works required by the Subcontract, including preparation of the Design Documents and, if the documents stated in Item 11 of Annexure Part A as describing the Principal’s Project Requirements include a Design, developing the Design;

**‘Subcontractor’s Program’** is referred to in Clause 33.2;

**‘survey mark’** in Clause 28, means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring WUS;

**‘Temporary Subcontract Works’** means works used in the execution of the WUS but not forming part of the Subcontract Works;

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

**‘WHS’** means work health and safety;

**‘WHS Act’** means the *Work Health and Safety Act 2011* (NSW);

**‘WHS Laws’** means:

- (a) those Acts, regulations, by-laws, orders, awards, proclamations, standards and codes of the Commonwealth and the State or Territory in which the Site is located relating to WHS (including the WHS Act and the WHS Regulation) with respect to WUS;
- (b) the requirements of any Authority relating to WHS with respect to WUS; and
- (c) any directions on safety or notices issued by any relevant Authority or any code of practice or compliance code appropriate or relevant to WUS;



**‘WHS Management Plan’** means a management plan for WHS that satisfies the requirements of clause 309(2) of the WHS Regulation;

**‘WHS Regulation’** means the *Work Health and Safety Regulation 2011* (NSW);

**‘Workplace’** has the meaning given to that term in the WHS Act;

**‘WUS’** means the work which the Subcontractor is or may be required to execute under the Subcontract as set out in the documents at Annexure Part B and includes any work required to deal with any Latent Conditions, the Subcontractor’s Design Obligations, variations, Defect rectification work, Constructional Plant and Temporary Subcontract Works;

## **2 INTERPRETATION**

The law governing the Subcontract, its interpretation and any agreement for expert determination is the law of the State or Territory stated in Item 1 of Annexure Part A.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in Item 2 of Annexure Part A.

Communications between the Contractor and the Subcontractor shall be in the English language.

Where the Contractor 'may' exercise a right or remedy under the Subcontract, the Contractor has an absolute discretion whether or not to do so, and is not required to exercise the discretion in good faith or having regard to, or for the benefit of, the Subcontractor.

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

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

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.

References to days means calendar days.

If the time for giving any notice, issuing any certificate, making any payment or doing any other act required or permitted by the Subcontract, falls on a day which is not a Business Day, then the time for giving the notice, issuing the certificate, making the payment or doing the other act shall be deemed to be on the Business Day next following that day.

References to any agreement or document include reference to such agreement or document as amended, varied, novated, supplemented or replaced from time to time.

References to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of, or any statutory provisions substituted for, that legislation, section or provision, and ordinances, by-laws, regulations and other statutory instruments listed under than legislation, section or provision.

Reference to an Annexure Part is a reference to an Annexure Part to the Subcontract.

References to ‘includes’ and ‘including’ and other words of inclusion shall not limit in any way the words preceding or following them.

No rule of construction applies to the disadvantage of one party on the basis that it put forward the Subcontract or any part of it.



### **3 NATURE OF CONTRACT**

#### **3.1 Performance and Payment**

The Subcontractor shall execute and complete the WUS in accordance with the requirements of the Subcontract and all directions of the Contractor. Subject to the provisions of the Subcontract, the Contractor shall pay the Subcontract Sum to the Subcontractor, subject to any adjustments in accordance with the provisions of the Subcontract.

The Subcontract Sum is not subject to rise and fall. The Subcontractor warrants that it has made proper and adequate allowance for all risks and matters which might impact on the Subcontractor's ability to complete the WUS by the Date for Practical Completion and satisfied itself as to the correctness and sufficiency of the Subcontract Sum.

#### **3.2 Quantities**

Quantities in a Schedule of Rates are estimated quantities only.

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

#### **3.3 Adjustment for Actual Quantities—Schedule of Rates**

Where otherwise than by reason of a direction of the Contractor to vary the WUS, the actual quantity of an item required to perform the Subcontract is greater or less than the quantity shown in the Schedule of Rates—

- (a) where the Contractor accepted a lump sum for the item, the difference shall be valued under Clause 40.5 as if it were varied work directed by the Contractor as a variation;
- (b) where the Contractor accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy are stated in Item 12 of Annexure Part A the rate shall apply to the greater or lesser quantities within the limits and quantities outside the limits shall be valued under Clause 40.5 as if they were varied work directed by the Contractor as a variation.

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

### **4 WARRANTIES**

#### **4.1 Subcontractor's Warranties**

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

- (a) at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in the execution and completion of the WUS;
- (b) subject to Clause 9, shall engage and retain the Subcontractor's Consultants identified in the Subcontractor's tender or approved or directed by the Contractor in writing and who are suitably qualified and experienced;
- (c) has examined and carefully checked any Design included in the Principal's Project Requirements in connection with or relating to the Subcontract Works and that such Design is buildable, suitable, appropriate and adequate for the purpose stated in the Principal's Project Requirements;



- (d) if Item 11A applies, shall execute and complete the Contractor's Design Obligations and produce the Design Documents to accord with the Principal's Project Requirements;
- (e) if Clause 10 applies, accept the novation and retain the consultants for any work the subject of a prior contract with the Contractor;
- (f) subject to Clause 4 shall execute and complete the WUS in accordance with the Design Documents so that the Subcontract Works, when completed, shall—
  - (i) be fit for their stated purpose and for the Principal's Project Requirements; and
  - (ii) comply with all the requirements of the Subcontract and all Legislative Requirements;
- (g) has reviewed and understands any Contamination and/or geotechnical reports received by the Subcontractor which are relevant to the Site in connection with or relating to the Subcontract Works;
- (h) has the human, technical and financial resources to carry out and complete all of the Subcontract Works for the Subcontract Sum by the Date for Practical Completion;
- (i) shall constantly keep on Site a competent team of persons-in-charge, including the Subcontractor's representative (and any directions given to any persons-in-charge by the Contractor shall be deemed to have been issued to the Subcontractor) from the commencement of the WUS until the end of the period specified for the rectification of Defects in the Defects List referred to in the second paragraph of Clause 37.3;
- (j) shall, notwithstanding the provisions of Clause 35.5, use its best endeavours, including all reasonable and suitable building aids and methods, to prevent and/or minimise any delays resulting from inclement weather;
- (k) has inspected the Site and its surrounds and has reviewed all investigations and enquiries including any geotechnical reports and environmental reports provided by the Contractor relevant to the Site in connection with or relating to the Subcontract Works; and
- (l) will, without limiting the generality of Clauses 3 or 4.1, ensure that:
  - (i) the WUS will be:
    - (A) performed in a proper and workmanlike manner, and in accordance with the Principal's Project Requirements and the plans and specifications set out in the Subcontract;
    - (B) done in accordance with and will comply with all Legislative Requirements; and
    - (C) done with due diligence; and
    - (D) carried out in a manner that will not unlawfully or unreasonably breach or infringe upon the rights of owners and occupiers of neighbouring properties;
  - (ii) all materials supplied by the Subcontractor will be good and suitable for the purpose for which they are used and that unless otherwise stated in the Subcontract, those materials shall be new;
  - (iii) the Subcontract Works (to the extent applicable) will result in mixed use development with basement carparking consisting of a residential apartment building that is fit for occupation and use as a residential apartment building, a Club Stratum completed as a Cold Shell and a Commercial Stratum completed as a Cold Shell;



- (iv) the work and any materials used in doing the WUS will be fit for the specific purpose or result made known by the Contractor to the Subcontractor subject to the Subcontractor's rights under Clauses 4.2(d) and 40; and
- (m) shall comply with and ensure that the Subcontract Works are carried out in a manner that complies with all requirements referred to in the document at Annexure Part M; and
- (n) shall carry out the Subcontract Works in a manner and adopt construction methodologies that minimise the cost incurred or the cost to be incurred by the Contractor.

The Subcontractor acknowledges that the Contractor has entered into the Subcontract in reliance on the warranties given by the Subcontractor in this Clause 4.1.

#### **4.2 Warranties Unaffected**

The Subcontractor acknowledges that the warranties in Clause 4.1 and (if Item 11A applies) the Subcontractor's Design Obligations shall remain unaffected notwithstanding—

- (a) that design work (including the Design) has been carried out by others and included in the Principal's Project Requirements;
- (b) that the Subcontractor has entered into a novation of any prior contract between the Contractor and a consultant of the Contractor under Clause 10 and thereafter has retained that consultant in connection with the WUS;
- (c) any receipt or review of, or comment or direction on, the Design Documents by the Contractor; and
- (d) any variation under Clause 40 unless an objection is raised in writing to the Contractor within 10 days after the direction or purported direction is given by the Contractor.

#### **4.3 Assignment of Warranties**

The Subcontractor (at its cost):

- (a) agrees that all covenants and warranties given by the Subcontractor under the Subcontract and any Secondary Subcontractor under a Secondary Subcontract, whether in relation to quality of workmanship, defects liability or otherwise, are given in favour of the Contractor and the Principal;
- (b) will (and will procure any Secondary Subcontractor to), on request from the Contractor, sign, in the form nominated by the Contractor acting reasonably:
  - (i) all necessary transfers;
  - (ii) a deed between the Subcontractor or Secondary Subcontractor (as the case may be) and the purchaser of the Site, or part of the Site; and
  - (iii) any agreements required by the Contractor to assign or transfer these warranties and covenants to any purchaser of the Site, or part of the Site;
- (c) must use its best endeavours to ensure that all warranties for plant and equipment supplied under the Subcontract shall be assigned by the Subcontractor (or any Secondary Subcontractor) to the Contractor, the Principal or either's nominee when required by the Contractor; and
- (d) must ensure that all Secondary Subcontracts entered into by the Subcontractor in relation to the Subcontract Works will include provisions substantially in the form of this Clause 4.3.



## **5 SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS**

### **5.1 Purpose**

The security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Subcontract.

### **5.2 Provision of Security**

The Subcontractor shall provide security in the amount and in the form stated in Item 13 of Annexure Part A and in accordance with this Clause 5.

### **5.3 Form of Security**

The Contractor shall have a discretion to approve or disapprove of the form of any bank guarantee and the bank giving it. The unconditional undertaking in the form of Annexure Part C is approved.

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

### **5.4 Time for Provision of Security**

Security, other than retention moneys, shall be provided prior to the lodgement of the first payment claim.

### **5.5 Retention Moneys**

Any retention moneys shall be in accordance with Item 15 of Annexure Part A.

### **5.6 Conversion of Security and Recourse to Retention Moneys**

The Contractor may have recourse to security, retention moneys or both and may convert into money security that does not consist of money where the Contractor has:

- (a) become entitled to exercise a right under the Subcontract in respect of the security, retention moneys or both; or
- (b) a claim for money from the Subcontractor in circumstances where the Subcontractor either:
  - (i) is in default under the Subcontract; or
  - (ii) has suffered an event listed in Clause 44.11(a) to Clause 44.11(d), or
- (c) any other entitlement or right to set-off under Clause 42.8.

### **5.7 Not Used**

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

- (a) Subject to the Contractor's right to have recourse to security under this Subcontract:
  - (i) within the later of 20 Business Days after the Date of Practical Completion or receipt by the Contractor of a duly executed Deed of Release, the Contractor's entitlement to security will be reduced to:
    - (A) the percentage specified in Item 17 of Annexure Part A; plus



- (B) the Contractor's assessment (acting reasonably) of the reasonable cost of rectifying the Defects identified in the Defects List issued under the second paragraph of Clause 37.3; plus
  - (C) \$100,000 if the PC Documentation has not yet been provided by the Subcontractor to the Contractor and if there are any Development Approval Bonds which have not been returned to the Contractor as a result of an act or omission of the Subcontractor; and
- (ii) the Contractor's entitlement to the security referred to in Clause 5.8(a)(i)(B) will cease 14 days after the completion of rectification of the Defects on the Defects List referred to in Clause 5.8(a)(i)(B);
- (iii) the Contractor's entitlement to the security referred to in Clause 5.8(a)(i)(C) will cease within 14 days after the later of:
  - (A) the Subcontractor providing to the Contractor the PC Documentation; and
  - (B) the return of the Development Approval Bonds to the Contractor.
- (b) the Contractor's entitlement otherwise to security shall cease 14 days after the later of:
  - (i) the expiry of the last Defects Liability Period; and
  - (ii) the date on which the Contractor obtains the final Occupation Certificate.

## **5.9 Release of Security and Retention Moneys**

If the Subcontractor has provided security, retention moneys or both, then the Contractor shall release them when required by this Clause 5. If the Subcontractor has provided additional security for any item of unfixed plant and materials pursuant to Clause 42.2, the Contractor shall release that additional security within 21 days of the incorporation into the Subcontract Works of the unfixed plant or materials.

## **5.10 Holding of and Interest on Cash Security and Retention Moneys**

The Contractor assumes no fiduciary obligation to the Subcontractor and no trust will arise in relation to cash security or retention moneys retained by the Contractor. The Contractor shall own any interest earned on the cash security or retention moneys.

# **6 PRE-CONTRACT DOCUMENTS**

## **6.1 No responsibility**

Without limiting Clause 6.2:

- (a) the Contractor does not warrant, guarantee or make any representation about the accuracy or adequacy of any information, data and documents made available to the Subcontractor by the Contractor or anyone on behalf of the Contractor before or after the date of commencement of the WUS; and
- (b) to the extent permitted by law, the Contractor shall not be liable upon any claim by the Subcontractor arising out of, or in any way connected with, such information, data and documents.

## **6.2 Non-reliance**

Without limiting subclause 12.5, the Subcontractor:

- (a) warrants that it did not in any way rely upon:



- (i) any information, data, representation, statement or document (not forming part of the Subcontract) made available to the Subcontractor by the Contractor or anyone on behalf of the Contractor; or
  - (ii) the accuracy or adequacy of any such information, data, representation, statement or document,
- for the purposes of entering into the Subcontract; and
- (b) warrants that it enters into the Subcontract based on its own investigations, interpretations, deductions, information and determinations.

## 7 SERVICE OF NOTICES

- (a) A notice (and other documents) shall be deemed to have been given and received:
  - (i) if addressed or delivered to the relevant address in the Subcontract or last communicated in writing to the person giving the notice; and
  - (ii) on the earliest date of:
    - (A) actual receipt;
    - (B) confirmation of correct transmission of fax; or
    - (C) 3 days after posting.
- (b) Subject to clause 7(c), notices under the Subcontract may be sent by email to the addresses in Items 4, 6 and 8 of Annexure Part A and shall be deemed to have been received once sent unless:
  - (i) the sender receives notice that the email transmission has been unsuccessful or could not be delivered;
  - (ii) an out of office notice indicates that the recipient is unavailable; or
  - (iii) the email is sent on a day which is not a business day, in which case the email will be deemed to have been received at 9:00am on the next business day.
- (c) Notwithstanding that notices under the Subcontract may be served by email under Clause 7(b), the parties acknowledge and agree that notices relating to:
  - (i) disputes under the Subcontract; and
  - (ii) termination of the Subcontract,

must also be served by post, fax or by hand delivery, in which case Clause 7(b) will not apply to these notices and they will be deemed to have been received in accordance with Clause 7(a)(ii).

## 8 CONTRACT DOCUMENTS

### 8.1 Discrepancies

The several documents forming the Subcontract are to be taken as mutually explanatory of one another. If the Subcontractor discovers any error, omission, ambiguity, inconsistency or discrepancy (**Error**) in or between any document prepared for the purpose of executing the WUS, the Subcontractor shall promptly and before commencing the relevant work notify the Contractor in writing of the Error. The Contractor shall direct the Subcontractor as to the interpretation to be followed by the Subcontractor in carrying out the work.

If the direction causes the Subcontractor to incur more or less cost than the Subcontractor, having complied with Clause 4.1(c), should reasonably have anticipated by a competent



Subcontractor on the earlier of the date of the Subcontract and the date of commencement of the WUS, then—

- (a) to the extent that such Error is in the Principal's Project Requirements, the difference shall be valued under Clause 40.5;
- (b) to the extent that Item 11A applies and such Error is in the Design Documents or between the Design Documents and the Principal's Project Requirements, such Error shall be at the Subcontractor's risk and the direction shall not entitle the Subcontractor to any extra payment or an extension of time; or
- (c) to the extent that neither subclauses 8.1(a) or 8.1(b) apply, the Subcontractor shall bear the cost of compliance with any other direction under this clause and will not be entitled to make a Claim, including a claim for extra payment or an extension of time.

## **8.2 Dimensions and Standard**

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail. If the several documents which constitute the Contract provide for differing standards of product, workmanship or finish, then the Subcontractor shall be required to provide the product, workmanship or finish of the higher standard.

## **8.3 Supply of Documents by Contractor**

The Contractor shall supply to the Subcontractor the number of copies stated in Item 20 of Annexure Part A or, if no number is stated, then 5 copies of the documents describing the Principal's Project Requirements and other documents required by the Contract to be supplied by the Contractor to the Subcontractor.

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

## **8.4 Supply of Documents by Subcontractor**

In relation to those documents stated in Item 21 of Annexure Part A, the Subcontractor shall supply the number of copies stated in Item 21 of Annexure Part A or, if no number is stated, 5 copies.

The Subcontractor shall supply to the Contractor the documents and information required by the Contractor and as required by the Subcontract, in a form satisfactory to the Contractor and at those times or within those design stages applicable to the documents stated in Item 21 of Annexure Part A or, if no times or stages are stated, not less than 14 days before the work contained in those documents is commenced.

If the Subcontractor submits a document to the Contractor, then except where the Subcontract otherwise provides:

- (a) the Contractor shall not be required to check that document for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the Subcontract;
- (b) any review, acknowledgement, approval, rejection or otherwise of a document by the Contractor shall not relieve the Subcontractor from any liability or obligation under the Subcontract; and
- (c) if the Subcontract provides that the Subcontractor must obtain the Contractor's direction about whether documents are suitable or not suitable then, within the time stated in Item 22 of Annexure Part A or, if no time is stated, within 21 days after receipt of the documents, the Contractor shall notify the Subcontractor that the



documents are suitable or not suitable. If the Contractor notifies the Subcontractor that the documents are not suitable, the Contractor shall give reasons why the documents are not suitable and the Subcontractor shall submit new or amended documents for the Contractor's direction pursuant to this Clause 8.4.

### **8.5 Availability of Documents**

Whilst WUS is being performed, one complete set of the Principal's Project Requirements, the Design Documents and other written information supplied by the Contractor, the Subcontractor and Secondary Subcontractors, shall be kept by the Subcontractor at the Site or other location approved in writing by the Contractor and shall be available at all times for reference by the Contractor and any persons nominated in writing by the Contractor.

During the manufacture or assembly of any significant part of the WUS away from the part of the Site where the Subcontract Works are to be constructed, a set of the drawings and written information relevant to that part of the work shall be kept by the Subcontractor at the place of manufacture or assembly and shall be available for reference by the Contractor and any persons nominated in writing by the Contractor.

### **8.6 Confidential Information**

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

If required in writing by the Contractor, the Subcontractor shall enter into a separate agreement not to disclose to anyone else any confidential matter even after the expiry of the Defects Liability Period or the earlier termination of the Subcontract.

### **8.7 Media Releases**

The Subcontractor shall not issue or disclose any information, publication, document or article for publication concerning the project in any media without prior approval of the Contractor, which approval may be given or withheld, including on terms at the Contractor's absolute discretion. The Subcontractor shall refer to the Contractor any enquiries concerning the project from any media.

## **9 ASSIGNMENT AND SUBCONTRACTING**

### **9.1 Assignment**

The Subcontractor shall not, without the prior written approval of the Contractor (which may be given or withheld including on terms at the Contractor's absolute discretion) and except on such reasonable terms and conditions as are determined in writing by the Contractor, assign the Subcontract or any payment or any other right, benefit or interest thereunder.

The Contractor may assign or novate the Subcontract or any payment or any other right, benefit or interest thereunder without the Subcontractor's approval.

### **9.2 Subcontracting (Including Work Performed by Subcontractor's Consultants)**

The Subcontractor shall not without the written approval of the Contractor—

- (a) assign the Subcontract or any payment or any other right, benefit or interest thereunder;
- (b) allow a Secondary Subcontractor to assign a Secondary Subcontract or any payment or any other right, benefit or interest thereunder; and



- (c) subcontract or allow a Secondary Subcontractor to subcontract any work described in Item 23 of Annexure Part A.

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

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

Within 21 days of a request by the Subcontractor for approval of a Secondary Subcontractor, the Contractor shall notify the Subcontractor of approval or the reasons why approval is not given.

Approval may be conditional upon the Secondary Subcontract including—

- (i) provision that the Secondary Subcontractor shall not assign or subcontract without the consent in writing of the Subcontractor and Contractor;
- (ii) provisions which may be reasonably necessary to enable the Subcontractor to fulfil the Subcontractor's obligations to the Contractor;
- (iii) provision that if the Subcontract is terminated and upon the Secondary Subcontractor being paid the sum certified by the Contractor as owing to the Secondary Subcontractor, the Subcontractor and the Secondary Subcontractor shall promptly execute a deed of novation in the form of Annexure Part D.

For the purposes of effecting such novation only, the Subcontractor hereby irrevocably appoints the Contractor to be the Subcontractor's attorney with authority to execute such documents as are necessary to give effect to the novation and to bind the Subcontractor accordingly; and

- (iv) where the Secondary Subcontractor is a Subcontractor's Consultant, provision that the Secondary Subcontractor shall effect and maintain professional indemnity insurance on the same terms as are required of the Subcontractor under Clause 21.

The Subcontractor shall:

- (i) procure the execution of a Subcontractor's Side Deed in the form set out in Annexure Part J ('**Subcontractor's Side Deed**') by each Secondary Subcontractor engaged by the Subcontractor in connection with the WUS:
  - (A) for works listed in Item 23A of Annexure Part A; or
  - (B) whose Secondary Subcontract sum exceeds \$500,000, prior to the Secondary Subcontractor commencing any work;
- (ii) execute that Subcontractor's Side Deed if:
  - (A) the Subcontract Works are listed in Item 23A of Annexure Part A; or
  - (B) if the Subcontract Sum exceeds \$500,000,
- (iii) provide the Subcontractor's Side Deed duly executed by the Secondary Subcontractor to the Contractor within 28 days after the Secondary Subcontractor is engaged; and
- (iv) provide the Subcontractor's Side Deed duly executed by the Subcontractor to the Contractor before commencing any work in connection with the WUS.

The Subcontractor shall ensure that no Secondary Subcontractor:

- (i) for works listed in Item 23A of Annexure Part A; or
- (ii) whose subcontract sum exceeds \$500,000,



commences any work in connection with the WUS without executing a Subcontractor's Side Deed.

### **9.3 Subcontractor's Responsibility**

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

### **9.4 Selected Subcontract Work**

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

If the Principal's Project Requirements specify the terms and conditions upon which the subcontract is to be entered into, the subcontract shall include those terms and conditions.

### **9.5 Provisions Applying Generally to Selected Subcontract Work**

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

The Contractor may direct the Subcontractor to perform Selected Subcontract Work.

Except as herein provided—

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

### **9.6 Termination of Selected Subcontract**

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

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

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

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



If compliance with such a direction causes the Subcontractor to incur more or less cost than otherwise would have been incurred had the Subcontractor not been given the direction, the difference shall be valued under Clause 40.5 except where a provisional sum for the Selected Subcontract Work has been included in the Contract, in which case the provisions of Clause 11(b) shall apply.

## **10 NOVATION**

This Clause 10 shall only apply if Item 11A of Annexure Part A provides that the Subcontractor has design obligations and responsibilities under the Subcontract or the Subcontract includes selected secondary subcontract work.

When directed by the Contractor, the Subcontractor, without being entitled to compensation, shall promptly execute a deed of novation in the form of Annexure Part E (or such other form as the Contractor may reasonably require), between the Contractor, the Subcontractor and the Secondary Subcontractor for the particular part of the Design or selected secondary subcontract work.

## **11 PROVISIONAL SUMS**

- (a) The Subcontract Sum includes the Provisional Sums set out in Annexure Part G. The Subcontractor shall only incur expenditure against, or carry out work which is the subject of, a Provisional Sum if directed by the Contractor.
- (b) The Subcontractor must provide the Contractor with reasonable notice of the date by which it requires a direction in relation to each Provisional Sum so as to not delay the Subcontractor reaching Practical Completion by the Date for Practical Completion.
- (c) The Subcontractor must—
  - (i) provide a program for carrying out the works the subject of the Provisional Sum;
  - (ii) provide a detailed quotation relating to the works the subject of the Provisional Sum broken down into work performed by each Secondary Subcontractor and supplier and the Subcontractor; and
  - (iii) provide the Contractor with the Design Documents for the works the subject of the Provisional Sum,as soon as practicable after receiving the Contractor's written request to provide the documents identified in this sub-clause (c).
- (d) Within 21 days of receiving all of the items referred to in the preceding paragraph and (b) of this clause 11, the Contractor shall direct the Subcontractor as to whether or not to proceed with the work the subject of the Provisional Sum or whether additional information is required to be provided by the Subcontractor.
- (e) If the Subcontractor is required to provide additional information in accordance with subclause (c), the Subcontractor shall provide that information as soon as practicable but in any event within 4 days of a written request by the Contractor and the review process stated in subclause (c) shall commence again.
- (f) The Contractor's failure to confirm a direction within 21 days shall not be taken as implied acceptance of the matters referred to in the preceding paragraph (b) of this clause 11. The Subcontractor shall not proceed with the work the subject of the Provisional Sum until it receives a direction from the Contractor to do so.
- (g) If the Contractor directs the Subcontractor to carry out work which is the subject of a Provisional Sum, the Subcontract Sum is, subject to Clause 11(h), adjusted as follows:
  - (i) the amount of the Provisional Sum specified in Annexure Part G for that work, is deducted from the Subcontract Sum; and



- (ii) the cost agreed between the parties pursuant to the review process set out in paragraphs (c) – (e) of this Clause 11 must be added to the Subcontract Sum (and excluding any allowance for profit, overhead and attendance by the Subcontractor).
- (h) If the Contractor does not instruct the Subcontractor to carry out work which is the subject of a Provisional Sum the amount allocated in the Subcontract Sum for that work must be deducted from the Subcontract Sum.
- (i) If the amount of the adjustments to the Subcontract Sum under Clause 11(g)(ii) exceeds the Provisional Sum specified in Annexure Part G, the amount of the excess, together with an amount for profit, overhead and attendance in the amount of the percentage specified in Item 25 of Annexure Part A of the excess, is added to the Subcontract Sum.
- (j) The Subcontractor must use its best endeavours to ensure the cost of the Provisional Sum does not exceed the amounts set out in Annexure Part G.

## **12 LATENT CONDITIONS**

### **12.1 Definition**

- (a) Latent Conditions are:
  - (i) physical conditions of the Site or of the surroundings of the Site, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by the Subcontractor at the earlier to occur of the date of the Subcontract and the date of commencement of WUS if the Subcontractor had—
    - (A) examined all information made available in writing by or for the Contractor to the Subcontractor;
    - (B) examined all information known to the Subcontractor or reasonably obtainable by the making of reasonable enquiries; and
    - (C) inspected the Site and its surroundings.
- (b) Latent Conditions exclude:
  - (i) any work required by the Remediation Action Plan at Annexure Part M;
  - (ii) any Contamination, Contaminants as identified in documents provided by the Contractor; and
  - (iii) rock as identified in documents provided by the Contractor,

which the Subcontractor must deal with, in order to comply with the terms of the Subcontract, at its own cost and without adjustment to the Subcontract Sum.

### **12.2 Notification**

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

The Subcontractor shall provide to the Contractor as soon as possible (and in any event, no later than 3 Business Days) after it becomes aware of the Latent Condition, and wherever possible prior to undertaking any work to deal with the Latent Condition, a statement in writing specifying—

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



- (b) the additional work and additional resources which the Subcontractor estimates to be necessary to deal with the Latent Condition;
- (c) the time the Subcontractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion;
- (d) the Subcontractor's estimate of the cost of the measures necessary to deal with the Latent Condition;
- (e) any alternative methods of dealing with the Latent Condition and reasons why such methods are not preferred; and
- (f) any other details reasonably required by the Contractor.

### **12.3 Extension of Time and Cost**

Delay caused by a Latent Condition may justify an extension of time under Clause 35.5. If a Latent Condition causes the Subcontractor to—

- (a) carry out more work;
  - (b) use more Constructional Plant; or
  - (c) incur more cost (including but not limited to extra costs for delay or disruption),
- than the Subcontractor could reasonably have anticipated at the time of entering this Subcontract a valuation shall be made under Clause 40.5.

The Subcontractor shall not be entitled to an extension of time or a valuation under this clause if the Subcontractor has not followed the procedure in clause 12.2.

### **12.4 Time bar**

Where pursuant to Clause 12.3 a valuation is to be made under Clause 40.5, regard shall not be had to the value of more work carried out, more Constructional Plant used or more cost incurred earlier than the date on which the Subcontractor gives the written notice required by the first paragraph of Clause 12.2.

### **12.5 Site Information**

#### **(a) Subcontractor's acknowledgements regarding Site Information**

The Subcontractor acknowledges that:

- (i) the Contractor has provided, and the Subcontractor has reviewed, certain information, data or documents, including the reports relating to conditions on, under or in the vicinity of the Site ('**Site Information**');
- (ii) it has provided copies of the Site Information to its Secondary Subcontractors (where applicable), and has satisfied itself that those Secondary Subcontractors have reviewed the Site Information and understand the nature of the Site Information; and
- (iii) the Contractor does not warrant or make any representation about the completeness, accuracy or adequacy of the Site Information.

#### **(b) No Warranty by Contractor**

The Contractor does not warrant, guarantee or make any representation with respect to the completeness, accuracy, or adequacy of any information or data made available or provided to the Subcontractor (whether prior to or after the date of the Subcontract) as to the Site or its surrounds.



The parties agree that:

- (i) the Contractor shall not be liable to the Subcontractor, whether in contract, tort or otherwise, in respect of any Claim in any way connected with the information or data made available or provided to the Subcontractor (whether prior to or after the date of the Subcontract) about the Site; and
- (ii) the Subcontractor accepts any risk arising out of its use of or reliance on any information or data made available or provided to the Subcontractor (whether prior to or after the date of the Subcontract) about the Site,

subject only to the Subcontractor's rights and entitlements under this Clause 12.

**(c) Site Information not part of Subcontract**

No information or data in respect of the Site made available or provided to the Subcontractor by the Contractor or its employees, consultants or agents forms part of the Subcontract, unless expressly provided for in the Subcontract.

If the Subcontractor considers that any information or data in respect of the Site made available or provided to the Subcontractor by the Contractor or its respective employees, consultants or agents (whether before or after the date of the Subcontract) is inaccurate or insufficient, the Subcontractor shall immediately notify the Contractor.

## **13 PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

### **13.1 Warranties and Indemnities**

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

### **13.2 Intellectual Property Rights granted to Contractor**

Copyright and property in the Design Documents (and, as between the Contractor and the Subcontractor, any part of the Design produced under a prior contract between the Contractor and a consultant of the Contractor novated under Clause 10) hereby vest in the Contractor, and the Contractor grants to the Subcontractor an irrevocable licence to use the Design Documents for the WUS.

The Subcontractor shall do everything necessary to perfect such vesting.

The Subcontractor shall ensure that the Design Documents are used, copied and supplied only for the purpose of the WUS.

### **13.3 Moral Rights**

The Subcontractor shall use its best endeavours to obtain from all necessary persons employed by the Subcontractor written unconditional and irrevocable consents and waivers permitted by applicable Legislative Requirements to any act or omission that would otherwise infringe any Moral Rights in the Subcontract Works (whether occurring before or after a consent or waiver is given) for the benefit of the Principal, the Contractor, their licensees, successors in title and anyone authorised by any of them to do acts comprised in the copyright.

The Subcontractor shall do all things requested by the Contractor to demonstrate that the Subcontractor has complied with its obligations under this Clause 13.3, including providing to the Contractor the originals of each written consent and waiver obtained under this Clause 13.3 or procuring the signature of particular documents.



### **13.4 Application**

This clause 13 shall only apply if Item 11A of Annexure Part A provides that the Subcontractor has design obligations and responsibilities under the Subcontract.

### **13.5 Survival**

This Clause 13 will survive the expiration, termination or frustration of the Subcontract.

## **14 LEGISLATIVE REQUIREMENTS**

### **14.1 Complying with Legislative Requirements**

The Subcontractor shall satisfy all Legislative Requirements except those which—

- (a) are specified in Item 27 of Annexure Part A; or
- (b) the Contractor directs are to be satisfied by or on behalf of the Contractor.

In relation to those Legislative Requirements which are specified in item 27 of Annexure Part A to be the responsibility of the Contractor or directed by the Contractor to be satisfied by or on behalf of the Contractor, the Subcontractor shall provide the Contractor with reasonable assistance requested by the Contractor.

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

### **14.2 Changes in Legislative Requirements**

If a Legislative Requirement—

- (a) necessitates—
  - (i) a change to the Subcontract Works;
  - (ii) a change to so much of the Temporary Subcontract Works, Constructional Plant or method of working as may be specified in the Principal's Project Requirements;
  - (iii) a change, being the provision or expansion of services of a municipal, public or statutory authority in connection with the Subcontract Works or Temporary Subcontract Works; or
  - (iv) an increase or decrease in a fee or charge or payment of a new fee or charge;
- (b) has effect after the 14th day prior to the earlier to occur of the date of the Subcontract and the date of commencement of the Work under the Subcontract;
- (c) could not reasonably have been anticipated at that prior date; and
- (d) is at variance with the Subcontract,

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

## **15 PROTECTION OF PEOPLE AND PROPERTY**

### **15.1 Protection of People and Property**

Insofar as compliance with the requirements of the Subcontract permits, the Subcontractor shall—

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



- (b) avoid unnecessary interference with the passage of people and vehicles; and
- (c) prevent nuisance and unreasonable noise and disturbance.

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

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

If the Subcontractor fails to comply with an obligation under this Clause 15, in addition to any other remedies of the Contractor, the Contractor may have the subject work carried out by other persons and the reasonable cost incurred by the Contractor shall be a debt due from the Subcontractor to the Contractor.

## **16 CARE AND SECURITY OF THE WORK AND REINSTATEMENT OF DAMAGE**

### **16.1 Care and security of the Work Under the Subcontract**

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

- (a) the care and security of the whole of the WUS from and including the date of commencement of the WUS to 4:00 pm on the Date of Practical Completion, at which time, the responsibility for the care of the Subcontract Works (except to the extent provided in Clause 16.1(b)) shall pass to the Contractor; and
- (b) the care of outstanding work and items to be removed from the Site by the Subcontractor after 4:00 pm on the Date of Practical Completion until completion of outstanding work or compliance with the Subcontractor's obligations under Clauses 30, 31 and 37.

Without limiting the generality of the Subcontractor's obligations in Clause 16.1(a), the Subcontractor shall be responsible for the care of unfixed items the value of which has been included in a payment certificate under Clause 42.1, things entrusted to the Subcontractor by the Contractor for the purpose of carrying out the WUS, and things brought onto the Site by Secondary Subcontractors for that purpose. The Subcontractor shall provide the storage protection security measures necessary to preserve those items and things.

### **16.2 Reinstatement**

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

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

### **16.3 Excepted Risks**

The Excepted Risks causing loss or damage, for which the Contractor is liable, are—



- (a) any negligent act or omission of the Contractor or the employees, consultants or agents of the Contractor;
- (b) any risk specifically excepted in the Subcontract;
- (c) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority; and
- (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 Subcontractor or the Subcontractor's consultants or Secondary Subcontractors or the employees or agents of any of these.

## **17 DAMAGE TO PERSONS AND PROPERTY**

### **17.1 Indemnity by Subcontractor**

Insofar as this Clause 17.1 applies to property, it applies to property other than the WUS.

The Subcontractor shall indemnify the Contractor against—

- (a) loss of or damage to property of the Principal or the Contractor, including existing property in or upon which the WUS is being carried out,
- (b) claims by any person against the Contractor in respect of personal injury, death, disease or illness or loss of or damage to any property,

arising out of or as a consequence of the carrying out of WUS, but the indemnity shall be reduced proportionally to the extent that any breach of the Subcontract by the Contractor or any act or omission of the Contractor or its consultants or agents, or any other contractor of the Contractor contributed to the injury, death, disease, illness, loss, damage, cost, expense or liability.

This Clause 17.1 shall not apply to—

- (c) the extent that the liability of the Subcontractor is limited by another provision of the Subcontract;
- (d) exclude any other right of the Contractor to be indemnified by the Subcontractor;
- (e) things for the care of which the Subcontractor is responsible under Clause 16.1; and
- (f) claims in respect of the right of the Contractor to have the WUS carried out.

## **18 INSURANCE OF THE WORKS**

The Contractor shall ensure that there is in force a policy of insurance in relation to loss or damage to WUS. The Contractor shall ensure that the policy is maintained while the Subcontractor has an interest in WUS and that all premiums are paid thereon.

The insurance cover under this Clause 18 may exclude—

- (a) the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;
- (b) the cost of making good faulty design, workmanship and materials but shall not exclude the loss or damage resulting therefrom;
- (c) Consequential Loss of any kind, but shall not exclude loss of or damage to the Subcontract Works;
- (d) damages for delay in completing or for the failure to complete the Subcontract Works;



- (e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause; and
- (f) loss or damage resulting from the Excepted Risks referred to in Clause 16.3(b) and (c).

## **19 PUBLIC LIABILITY INSURANCE**

Before the Subcontractor commences WUS, the Subcontractor shall effect a public liability policy of insurance naming the Principal, the Contractor, the Subcontractor and Kogarah RSL Club Limited as separate insureds which covers the Principal, the Contractor, the Subcontractor, Kogarah RSL Club Limited, all Subcontractor's Consultants and all Secondary Subcontractors employed from time to time in relation to the WUS for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover:

- (a) the Subcontractor's liability to the Principal, the Contractor and Kogarah RSL Club Limited; and
- (b) the liability of the Principal, the Contractor and Kogarah RSL Club Limited to the Subcontractor,

for loss of or damage to property (other than property required to be insured by Clause 18) and the death, disease or illness of or injury to any person (other than liability which is required by law to be insured under a workers compensation policy of insurance).

The public liability policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in Item 30 of Annexure Part A and, unless otherwise specified elsewhere in the Subcontract, shall be effected with an insurer and in terms both approved in writing by the Contractor (which approvals shall not be unreasonably withheld). The policy shall be maintained until the expiry of the Defects Liability Period.

## **19A MOTOR VEHICLE AND PLANT AND EQUIPMENT INSURANCE**

### **19A.1 Motor vehicle insurance**

- (a) Before commencing the WUS, the Subcontractor shall effect and maintain until the expiry of the last Defects Liability Period:
  - (i) compulsory third party motor vehicle insurance as required by law;
  - (ii) motor vehicle insurance covering the Subcontractor's liability to third parties (including the Principal and the Contractor) arising out of the use of any motor vehicle registered or required to be registered in accordance with any law and used in connection with the WUS for:
    - (A) injury, death, disease or illness (including mental illness); and
    - (B) loss of or damage to property.
- (b) The insurance required under Clause 19A.1(a)(ii) shall:
  - (i) provide cover in respect of any one occurrence of not less than \$20,000,000;
  - (ii) have an excess per claim of not more than \$1,000; and
  - (iii) be with an insurer and otherwise in terms both approved by the Contractor (which approvals shall not be unreasonably withheld).
- (c) The Subcontractor shall ensure that every Secondary Subcontractor shall effect and maintain for the duration of the Secondary Subcontractor's involvement in the WUS:
  - (i) compulsory third party motor vehicle insurance as required by law; and



- (ii) motor vehicle insurance covering the Secondary Subcontractor's liability to third parties for the matters described in subclause 19A.1(a)(ii) with cover in respect of any one occurrence of not less than \$20,000,000 and with an excess per claim of not more than \$1,000.

#### **19A.2 Plant and equipment insurance**

Before commencing the WUS, the Subcontractor shall effect and maintain plant and equipment insurance until the expiry of the last Defects Liability Period:

- (a) covering all Constructional Plant which the Subcontractor may use in connection with the WUS either at the Site, in storage off Site or in transit to the site (both within and outside of Australia for each of storage and transit); and
- (b) for the full replacement value of the relevant Constructional Plant.

### **20 INSURANCE OF EMPLOYEES**

Before commencing WUS, the Subcontractor shall insure against liability for death of or injury to persons employed by the Subcontractor including liability by statute and at common law. The insurance cover shall be maintained until all work (including Defect rectification work) is completed.

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

The Subcontractor shall ensure that all Subcontractor's Consultants and all Secondary Subcontractors have similarly insured their employees.

### **21 PROFESSIONAL INDEMNITY INSURANCE**

This clause 21 shall only apply if Item 11A of Annexure Part A provides that the Subcontractor has design obligations and responsibilities under the Subcontract.

Before the Subcontractor commences WUS, the Subcontractor shall effect a professional indemnity insurance policy with a total aggregate cover for any year of not less than the sum stated in Item 31 of Annexure Part A.

The policy shall include provisions for:

- (a) one automatic reinstatement of the sum insured; and
- (b) loss of documents.

The policy shall be with an insurer and on terms both approved in writing by the Contractor (which approvals shall not be unreasonably withheld).

The policy and such level of cover shall be maintained until the expiry of the Defects Liability Period and thereafter for a period as is stated in Item 32 of Annexure Part A.

The Subcontractor shall ensure that every Subcontractor's Consultant, if within a category stated in Annexure Part A, is insured for professional indemnity with a cover not less than the sum stated in Item 33 of Annexure Part A.

Each Subcontractor's Consultant's policy shall be maintained until the expiry of the Defects Liability Period and thereafter for a period as is stated in Item 34 of Annexure Part A.



## **22 INSPECTION AND PROVISIONS OF INSURANCE POLICIES**

### **22.1 Proof of Insurance**

Before the Subcontractor commences WUS and whenever requested by the Contractor, the Subcontractor shall produce evidence to the satisfaction and approval of the Contractor of the insurance effected and maintained.

The effecting of insurance shall not limit the liabilities or obligations of the Subcontractor under any other provisions of the Subcontract.

### **22.2 Failure to Produce Proof of Insurance**

If after being requested to do so, the Subcontractor fails to produce evidence of compliance with insurance obligations under Clause 19, 19A, 20 or 21 to the satisfaction and approval of the Contractor, the Contractor may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the Subcontractor to the Contractor. The Contractor may refuse payment until evidence of compliance with insurance obligations under Clauses 19, 19A, 20 and 21 is produced by the Subcontractor to the satisfaction and approval of the Contractor. The rights given by this Clause 22.2 are in addition to any other right.

### **22.3 Notices from or to the Insurer**

The Subcontractor shall ensure that each policy of insurance contains provisions acceptable to the Contractor that will—

- (a) require the insurer, whenever the insurer gives the Subcontractor or a Secondary Subcontractor a notice of cancellation or other notice concerning the policy at the same time to inform the other party in writing that the notice has been given;
- (b) provide that a notice of claim given to the insurer by the Principal, the Contractor, the Subcontractor, a Subcontractor's Consultant or a Secondary Subcontractor shall be accepted by the insurer as a notice of claim given by the Principal, the Contractor, the Subcontractor, the Subcontractor's Consultant and the Secondary Subcontractor; and
- (c) require the insurer, whenever the Subcontractor fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Contractor and the Subcontractor prior to the insurer giving any notice of cancellation.

### **22.4 Notices of Potential Claims**

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

### **22.5 Not used**

### **22.6 Cross Liability and subrogation**

Any insurance required to be effected by the Subcontractor in the names of the Principal, the Contractor and the Subcontractor, shall include:

- (a) a cross liability clause in which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured (and any other person the Subcontract requires the insurance to cover for its rights, interests and liabilities) 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); and



- (b) a waiver of subrogation clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured (and any other person the Subcontract requires the insurance to cover for its rights, interests and liabilities).

#### **22.7 Survival**

Clauses 18, 19, 19A, 20, 21 and this Clause 22 will survive the expiration, termination or frustration of the Subcontract.

### **23 NOT USED**

### **24 CONTRACTOR'S REPRESENTATIVE**

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

The Contractor shall forthwith notify the Subcontractor in writing of—

- (a) the appointment and the name of any Contractor's Representative and the functions delegated to the Contractor's Representative; and
- (b) the termination of the appointment of a Contractor's Representative.

### **25 SUBCONTRACTOR'S REPRESENTATIVE**

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

The Subcontractor shall forthwith notify the Contractor in writing of the name of the representative and of any subsequent changes. A Contractor's direction—

- (a) if it relates to the execution of work on the Site and is given to the representative on the Site; or
- (b) if it relates to the execution of work at any other place and is given to the representative at the other place,

shall be deemed to have been given to the Subcontractor.

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

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

### **26 CONTROL OF SUBCONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS**

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



## **27 SITE**

### **27.1 Access to the Site**

Provided the Subcontractor has complied with Clause 22.1, the Contractor shall, on or before the expiration of the time stated in Item 35 of Annexure Part A, give the Subcontractor access to the Site to enable the Subcontractor to commence the WUS. The Contractor shall notify the Subcontractor in writing of the date upon which access to the Site will be granted.

Notwithstanding the provisions of this Clause 27.1, if the Subcontractor is in breach of Clause 22.1, the Contractor may refuse to give the Subcontractor access to the Site or any part of the Site until the Subcontractor has complied with the requirements of Clause 22.1.

Access to the Site shall confer on the Subcontractor a right only to such use and control as is necessary to enable the Subcontractor to execute the WUS.

The Subcontractor acknowledges that it is responsible for checking the requirements of, and complying with, all easements and covenants relevant to the Site or the Subcontract Works.

### **27.2 Work by other contractors**

- (a) The Subcontractor acknowledges and agrees that the Contractor, the Contractor's employees, agents, consultants and any other person authorised by the Contractor may have access to any part of the Site for any purpose.
- (b) The Contractor may arrange for persons to carry out work at the Site concurrently with the execution of the WUS ('**other contractors**'). The Subcontractor acknowledges that other contractors may be used to complete the fit out of the Commercial Stratum and the Club Stratum. The Subcontractor shall permit other contractors to carry out work on the Site, other than WUS and cooperate with them.
- (c) In respect of other contractors:
  - (i) the Contractor may provide the Subcontractor with copies of any drawings, specifications and other available information relating to their work where it is necessary for the completion of the WUS;
  - (ii) if an other contractor is working in an unsafe or improper manner, or contrary to the Contractor's WHS or industrial relations policies, the Subcontractor must notify the Contractor in writing immediately;
  - (iii) the Subcontractor must reasonably co-operate with other contractors for co-ordination of their work with the Subcontract Works as a whole and the Subcontractor must use its best endeavours to facilitate the execution of work by other contractors;
  - (iv) the Subcontractor must, if requested by the Contractor for use by an other contractor, supply power, water, craneage and any other available service to enable the other contractor to perform its Subcontract Works;
  - (v) the Contractor must direct the other contractors to co-operate with the Subcontractor in relation to the co-ordination of their work with the Subcontract Works as a whole; and
  - (vi) the Subcontractor is not responsible for any damage to the Subcontract Works caused by any act or default of an other contractor except to the extent that such act or default is caused or contributed to by the act, omission, default or breach of the Subcontract by, or negligence of, the Subcontractor.



- (d) The Subcontractor must ensure that it complies with its obligations under the Subcontract in relation to quality and progress, notwithstanding the activities of other contractors.

### **27.3 Delivery of Materials to and Work on the Site Before Possession**

Until access to the Site or part of the Site is given to the Subcontractor under Clause 27.1, the Subcontractor shall not deliver materials to or perform work (except as permitted by Clause 27.1, and if Item 11A applies, for executing and completing the Subcontractor's Design Obligations) on the Site or part of the Site, as the case may be, unless approval in writing is given by the Contractor.

### **27.4 Use of the Site by the Subcontractor**

Unless the Subcontract otherwise provides or the Contractor gives prior written approval, the Subcontractor shall not use the Site or allow it to be used for—

- (a) camping;
- (b) residential purposes; or
- (c) any purpose not connected with the WUS.

### **27.5 Finding of Minerals, Fossils and Relics**

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

If compliance with obligations under this Clause 27.5 causes the Subcontractor to incur more or less cost than the Subcontractor could reasonably have anticipated on the date of the Subcontract, the difference shall be valued under Clause 40.5.

### **27.6 Access to Neighbouring Land**

If any access, occupation, use or other relevant rights over Neighbouring Land are required to complete the WUS:

- (a) the Contractor must obtain any such rights to the extent required for the crane swing, ground anchors and scaffolding required to carry out the Subcontract Works; and
- (b) the Subcontractor must obtain any such rights in all other circumstances, (together, the **Access Rights**).

The Subcontractor must:

- (a) comply with all conditions attaching to any Access Rights; and
- (b) indemnify the Contractor against any claim against the Contractor by the owner or occupier of, or any other person having an interest in, the Neighbouring Land, arising from work upon, to, in or over the Neighbouring Land that the Subcontractor performs pursuant to this Clause 27.6.

The liability of the parties in relation to any amount(s) payable for the Access Rights is set out below:

- (a) the Subcontractor as to \$20,000; and
- (b) the Contractor as to the balance.



### **27.7 Co-operation**

The Subcontractor must accommodate and cooperate with the Principal, the Contractor and other contractors on Site and must at its own cost, at all times, plan, program and carry out the Subcontract Works so as to minimise any interference with, disruption or hindrance of, or delay to the performance of works on the Site being performed by others.

## **28 SETTING OUT THE WORKS**

### **28.1 Setting Out**

The Subcontractor shall obtain the data, survey marks and similar information necessary to enable the Subcontractor to set out the Subcontract Works. Upon receipt, the Subcontractor shall set out the Subcontract Works in accordance with the Subcontract and shall provide all instruments and things necessary for that purpose.

### **28.2 Care of Survey Marks**

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

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

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

### **28.3 Errors in Setting Out**

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

### **28.4 Survey**

As a condition precedent to commencing construction of the Subcontract Works, the Subcontractor shall provide the Contractor with a survey from a registered surveyor stating that the Subcontract Works have been set out in accordance with the Subcontract.

## **29 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT**

### **29.1 Provision of Materials, Labour and Constructional Plant**

Except to the extent that the Subcontract otherwise provides, the Subcontractor shall supply everything necessary for the proper performance of the Subcontractor's obligations and discharge of the Subcontractor's liabilities under the Subcontract.

### **29.2 Removal of Materials and Constructional Plant**

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

### **29.3 Manufacture and Supply of Materials**

The Contractor may direct the Subcontractor to—



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

in respect of any materials, machinery or equipment to be supplied by the Subcontractor under or used in connection with the Subcontract.

### **30 MATERIALS AND WORK**

#### **30.1 Quality of Material and Work**

The Subcontractor shall use the materials and standards of workmanship required by the Subcontract. In the absence of any requirement to the contrary, the Subcontractor shall use suitable new materials and proper and tradesmanlike workmanship.

#### **\* 30.2 Quality Assurance**

The Subcontractor shall—

- (a) plan, establish and maintain an appropriate quality system; and
- (b) ensure that each Secondary Subcontractor plans, establishes and maintains an appropriate quality system; and
- (c) provide the Contractor with access to the quality system of each of the Subcontractor and Secondary Subcontractors to enable monitoring and quality auditing.

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

#### **30.3 Defective Material or Work**

If the Contractor discovers material or work provided by the Subcontractor which is not in accordance with the Subcontract, including as a result of any risk assessment or Building Code audit conducted in connection with the WUS, the Contractor shall notify the Subcontractor within a reasonable time. The Contractor may direct the Subcontractor—

- (a) to remove the material from the Site;
- (b) to demolish the work;
- (c) to redesign, reconstruct, replace or correct the material or work; or
- (d) not to deliver the material or work to the Site.

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

Without limiting Clause 35, if the Subcontractor fails to comply with a direction issued by the Contractor pursuant to this Clause 30.3 within the time specified by the Contractor in the direction (or if no time is specified, within 7 days of the notice), the Contractor may have that work carried out by other persons and that cost incurred by the Contractor shall be a debt due from the Subcontractor to the Contractor.

#### **30.4 Variations due to Defective Material or Work**

Instead of a direction pursuant to Clause 30.3, the Contractor may direct a variation under Clause 40. The variation shall be valued under Clause 40.5 and—



- (a) if the variation causes an increase or decrease in the value to the Contractor of the Subcontract Works, regard shall also be had to the increase or decrease; and
- (b) if the variation results in the Subcontractor incurring more or less cost than would reasonably have been incurred had the Subcontractor been given a direction pursuant to Clause 30.3, regard shall also be had to the difference.

### **30.5 Acceptance of Defective Material or Work**

Instead of a direction pursuant to Clauses 30.3 or 30.4, the Contractor may direct the Subcontractor that the Contractor elects to accept the material or work notwithstanding that it is not in accordance with the Subcontract. In that event the resulting increase or decrease in the value to the Contractor of the Subcontract Works and any other loss suffered by the Contractor shall be valued under Clause 40.5.

### **30.6 Generally**

- (a) The Contractor may give a direction pursuant to Clauses 30.3, 30.4 or 30.5 at any time before the expiry of the Defects Liability Period.
- (b) Except to the extent that to do so would be inconsistent with a direction pursuant to Clauses 30.4 or 30.5 and notwithstanding that the Contractor has not given a direction pursuant to Clause 30.3, the Subcontractor shall promptly remove, demolish, redesign, reconstruct, replace or correct material or work that is not in accordance with the Subcontract.
- (c) A progress payment, or a test or a failure by the Contractor or anyone else to disapprove any material or work, shall not prejudice the power of the Contractor to subsequently give a direction pursuant to Clauses 30.3, 30.4 or 30.5.
- (d) Nothing in Clause 30 shall prejudice any other right which the Contractor may have against the Subcontractor arising out of the failure of the Subcontractor to provide material or work in accordance with the Subcontract.
- (e) The Contractor shall not be obliged to give a direction pursuant to Clauses 30.4 or 30.5 to assist the Subcontractor.

## **31 EXAMINATION AND TESTING**

### **31.1 Contractor May Order Tests**

- (a) The Subcontractor shall carry out all tests necessary to ensure that the Subcontract Works comply with the requirements of the Subcontract.
- (b) At any time before the expiry of the Defects Liability Period the Contractor may direct that any material or WUS be tested. The Subcontractor shall provide such assistance and samples and make accessible such parts of the WUS as may be required by the Contractor.

### **31.2 Covering Up of Work**

The Contractor may direct that any part of the WUS shall not be covered up or made inaccessible without the Contractor's prior approval.

### **31.3 Who Conducts Tests**

Where the Contractor directs that the Subcontract Works be tested, tests shall be conducted by the Contractor or a person (which may include the Subcontractor) nominated by the Contractor.



### **31.4 Notice of Tests**

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

### **31.5 Procedure if Tests Delayed**

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

### **31.6 Completion and Results of Tests**

On completion of the tests, the Subcontractor shall promptly make good the work tested so that it fully complies with the Subcontract.

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

### **31.7 Costs of Testing**

Costs of and incidental to testing shall be valued under Clause 40.5.

Such costs shall be borne by the Contractor or paid by the Contractor to the Subcontractor unless—

- (a) the Subcontract provides that the Subcontractor shall bear the costs, or the test is one which the Subcontractor was required to conduct under Clause 31.1(a) or is other than a test directed pursuant to Clause 31.1(b);
- (b) the test shows that the material or work is not in accordance with the Subcontract;
- (c) the test is in respect of WUS covered up or made inaccessible without the Contractor's prior approval where such was required; or
- (d) the test is consequent upon a failure of the Subcontractor to comply with a requirement of the Subcontract.

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

### **31.8 Access for Testing**

If before the expiry of the Defects Liability Period—

- (a) the Contractor asserts that material or work is not in accordance with the Subcontract; and
  - (b) the Subcontractor requests permission to test the material or work,
- the Contractor shall not unreasonably refuse the Subcontractor access to test the material or work.

## **32 WORKING HOURS**

The Subcontractor shall carry out the WUS during the hours and on the days permitted by the Development Approval and any other Legislative Requirements.



### **33 PROGRESS AND PROGRAMMING OF THE WORKS**

#### **33.1 Rate of Progress**

The Subcontractor shall proceed with the WUS:

- (a) with due expedition and without delay;
- (b) to ensure Practical Completion is achieved by the Date for Practical Completion;
- (c) in accordance with the Program Program; and
- (d) in coordination with other work being undertaken under the Main Contract.

The Subcontractor shall not suspend the progress of the whole or any part of the WUS except where the suspension is pursuant to Clause 44.9 or is directed or approved by the Contractor pursuant to Clause 34.

The Contractor shall furnish to the Subcontractor the information, materials, documents and instructions stated in Item 21 of Annexure Part A by the times or within the periods stated in Item 21 of Annexure Part A.

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

The Contractor shall not be obliged to furnish any other information, materials, documents or instructions earlier than the Contractor should reasonably have anticipated at the date of the Subcontract.

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

#### **33.1A Project Program**

- (e) The Contractor shall provide the Subcontractor with an overall project program, in the form at Annexure Part Q, which may be updated, revised, re-issued or replaced from time to time (**'Project Program'**).
- (f) The Project Program (as updated, revised, re-issued or replaced):
  - (i) shall not be construed as a direction by the Contractor; and
  - (ii) does not relieve the Subcontractor of its obligation to complete the Subcontract Works by the Date for Practical Completion or entitle the Subcontractor to extensions of time to which the Subcontractor would not otherwise be entitled under the Subcontract.
- (g) The Subcontractor acknowledges and agrees that:
  - (i) it has examined the Project Program;
  - (ii) the Project Program does not show all the activities required to complete the WUS or all interfaces with the works of other contractors;
  - (iii) the Subcontract Sum includes all necessary allowances for the Subcontractor to comply with the Project Program and for the Contractor to direct the order, timing, stages and acceleration of the Subcontract Works at its absolute discretion (whether in a Project Program or otherwise).
- (h) The Subcontractor must comply with the then current Project Program at all times and perform its obligations consistently with the then current Project Program.



### 33.2 Subcontractor's Program

- (a) The Subcontractor's Program must:
  - (i) be consistent with the dates shown in the Subcontract for:
    - (A) commencement of the Subcontract Works and the Date for Practical Completion; and
    - (B) the date for access to the Site; and
  - (ii) show:
    - (A) a duration and sequence of, and the interrelationships linking between, the planned events and activities which comprise the WUS;
    - (B) a project calendar clearly denoting which days are work days (allowing for restrictions on working time and contingencies) for which Subcontractor is responsible under the Subcontract;
    - (C) the start and finish dates and the planned completion percentages for each week, Sunday to Saturday, and the working days allowed for in each week;
    - (D) the sequence of activities which constitutes the critical path or paths for the Subcontract Works;
    - (E) order dates, supply lead time and Site delivery dates for all critical and major items, including those to be supplied by the Contractor, as well as details of off-site manufacturing and fabrication activities;
    - (F) the preparation of and approval process for all designs and documents required;
    - (G) the time allowed for testing and commissioning of plant and equipment; and
    - (H) all deadlines for engagement of suppliers and Secondary Subcontractors and for all procurement of items;
    - (I) all deadlines for instructions for work or items the subject of Provisional Sums;
    - (J) commencement and completion of milestones for each Separable Portions;
    - (K) milestones for the handover of each residential floor for defect inspections and rectification prior to Purchaser pre-settlement inspections;
    - (L) milestone for the handover of the Prototype Apartment;
    - (M) the major activities in the WUS;
    - (N) the dates by which or the times within which key decisions are to be made or information provided;
    - (O) the timeframes for completion of various stages, parts or Separable Portions relating to the WUS; and
    - (P) anything else reasonably required by the Contractor; and
  - (iii) be consistent with the then current Project Program.
- (b) The Subcontractor must:
  - (i) provide a Subcontractor's Program within 10 Business Days of execution of the Subcontract;



- (ii) update the Subcontractor's Program on a monthly basis and at such other times as the Contractor directs; and
  - (iii) submit the updated Subcontractor's Program to the Contractor.
- (c) The Subcontractor's Program, as updated, must:
  - (i) take account of delays in the progress of the WUS and incorporate any changes in methods, times or sequences of activities including the critical path or paths;
  - (ii) continue to show the original Subcontractor's Program including the Date for Practical Completion as adjusted; and
  - (iii) mark up the as-built status of the Subcontract Works versus the updated Subcontractor's Program.
- (d) The Subcontractor's Program is for information only and does not constitute any waiver, extension or alteration of the Subcontractor's obligation to achieve Practical Completion by the Date for Practical Completion or meet any other deadline under the Subcontract, which shall only be extended or altered where expressly provided under the Subcontract.
- (e) The Contractor may inform the Subcontractor that it does not agree with:
  - (i) the Subcontractor's Program, in which event, it must inform the Subcontractor in writing of its reasons and within 14 days of such notice the Subcontractor must submit a further Subcontractor's Program to the Contractor; and
  - (ii) a further Subcontractor's Program, in which event, it may require the Subcontractor to further amend the further Subcontractor's Program.

## **34 SUSPENSION OF THE WORKS**

### **34.1 Suspension by the Contractor**

If the Contractor considers that the suspension of the whole or part of the WUS is necessary—

- (a) because of an act or omission of—
  - (i) the Contractor or a consultant, other contractor or employee or agent of the Contractor; or
  - (ii) the Subcontractor, a Subcontractor's Consultant, a Secondary Subcontractor or an employee or agent of any of them,
- (b) for the protection or safety of any person or property;
- (c) to comply with an order of a court; or
- (d) because of a dispute or suspension of work under the Main Contract which prevents WUS,

the Contractor shall direct the Subcontractor to suspend the progress of the whole or part of the WUS for such time as the Contractor thinks fit.

### **34.2 Suspension by the Subcontractor**

To the extent permitted by law, if the Subcontractor wishes to suspend the whole or part of the WUS, otherwise than under Clause 44.9, the Subcontractor shall obtain the prior written approval of the Contractor. The Contractor may approve of the suspension and may impose conditions of approval.



### **34.3 Recommencement of Work**

To the extent permitted by law, as soon as the Contractor becomes aware that the reason for any suspension no longer exists, the Contractor shall direct the Subcontractor to recommence work as soon as reasonably practicable on the whole or on the relevant part of the WUS.

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

### **34.4 Cost of Suspension**

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

### **34.5 Effect of Suspension**

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

## **35 TIMES FOR COMMENCEMENT AND PRACTICAL COMPLETION**

### **35.1 Commencement**

The Subcontractor shall promptly commence the WUS.

### **35.2 Time for Practical Completion**

The Subcontractor shall execute the WUS to Practical Completion by the Date for Practical Completion.

### **35.3 Handover of Commercial Stratum and Club Stratum**

If the Commercial Stratum and Club Stratum form part of the Subcontract Works, the Subcontractor must hand over the Commercial Stratum and Club Stratum to the Contractor completed as a Cold Shell no later than 3 months prior to the date for practical completion under the Main Contract.

### **35.4 Use of Partly Completed Subcontract Works**

If a part of the Subcontract Works has reached a stage equivalent to that of Practical Completion but another part of the Subcontract Works has not reached such a stage, the Contractor may determine that the respective parts shall be Separable Portions.

In using a Separable Portion that has reached Practical Completion, the Contractor shall not hinder the Subcontractor in the performance of the WUS.

### **35.5 Extension of Time for Practical Completion**

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

If the Subcontractor is or will be delayed in reaching Practical Completion by a cause described in the next paragraph and within 5 Business Days after the delay first occurs, the Subcontractor gives the Contractor a written claim for an extension of time for Practical



Completion and any delay or disruption costs under clause 36, setting out the facts on which the claim is based, the Subcontractor shall be entitled to an extension of time for Practical Completion.

The causes are:

- (a) any of the following—
  - (i) industrial conditions affecting the Site that are not caused or contributed to by the Subcontractor or any of its Secondary Subcontractors (whether related to the Site or any other site that the Subcontractor or Secondary Subcontractor is working on); or
  - (ii) inclement weather,  
occurring on or before the Date for Practical Completion and which are beyond the reasonable control of the Subcontractor; and
- (b) any of the following other causes whether occurring before, on or after the Date for Practical Completion—
  - (i) delay or disruption caused by—
    - the Contractor;
    - a consultant, other contractor or agent of the Contractor;
  - (ii) a Latent Condition;
  - (iii) a variation;
  - (iv) a change in Legislative Requirements;
  - (v) a direction or unreasonable delay by an Authority but not where the direction or delay arose from the failure of the Subcontractor to comply with a Legislative Requirement or its obligations under the Subcontract;
  - (vi) Not Used;
- (c) a claim referred to in Clause 17.1(iv);
  - (i) a fundamental breach of the Subcontract by the Contractor;
  - (ii) another cause which is expressly stated in the Subcontract to be a cause for an extension of time for Practical Completion;
  - (iii) Not Used; and
  - (iv) excepted risks; and
- (d) any delay caused by an owner or occupier of Neighbouring Land to the extent such delay impacts on the commencement of demolition or excavation works.

Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause of delay listed in Clause 35.5(a) or (b), then to the extent that the delays are concurrent, the Subcontractor shall not be entitled to an extension of time for Practical Completion.

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

In determining whether the Subcontractor is or will be delayed in reaching Practical Completion regard shall not be had to whether the Subcontractor can, by committing extra resources or incurring extra expenditure, make up the time lost.



With any claim for an extension of time for Practical Completion, the Subcontractor shall give the Contractor written notice of the period of extension claimed.

If the Subcontractor is entitled to an extension of time for Practical Completion, the Contractor shall, within 25 Business Days of receipt of the notice of the number of days extension claimed, grant a reasonable extension of time. If within the 25 Business Days the Contractor does not grant the full extension of time claimed, the Contractor shall before the expiration of the 25 Business Days give the Subcontractor notice in writing of the reason.

In determining a reasonable extension of time for an event causing delay, the Contractor shall have regard to whether the Subcontractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay. Notwithstanding that the Subcontractor is not entitled to or has not claimed an extension of time, the Contractor may, for the benefit of the Contractor, at any time and from time to time before the expiry of the Defects Liability Period by notice in writing to the Subcontractor extend the time for Practical Completion for any reason. The Contractor is not required to exercise its discretion under this paragraph for the benefit of the Subcontractor.

A delay by the Contractor or the failure of the Contractor to grant a reasonable extension of time or to grant an extension of time within 25 Business Days, shall not cause the Date for Practical Completion to be set at large.

Notwithstanding any other provision of the Subcontract, it is a condition precedent to the Subcontractor being entitled to an extension of time to the Date for Practical Completion that it:

- (a) gives notice of its claim for an extension of time strictly in accordance with the time limits and all other requirements of this Clause 35.5 and Clause 46;
- (b) to the extent relevant to the claim for an extension of time, has complied with its obligations under Clause 8.8(d); and
- (c) provides evidence to the reasonable satisfaction of the Contractor that:
  - (i) completion of the Subcontract Works has actually been delayed;
  - (ii) the delay to the Subcontract Works reaching Practical Completion is demonstrated by reference to the critical path shown on the Project Program current immediately prior to the date the cause of delay first arose; and
  - (iii) the Subcontractor has consistently taken all reasonable steps to eliminate or minimise the delay, including rescheduling, reprogramming and expediting and adjusting the sequence of activities.

#### **35.5A Extension of time for satisfaction of Milestones**

If the Subcontractor has been granted an extension of time pursuant to Clause 35.5, the Contractor shall also certify an appropriate extension of time to one or more Milestone dates.

#### **35.6 Liquidated Damages for Delay in Reaching Practical Completion**

If the Subcontractor fails to reach Practical Completion by the Date for Practical Completion, the Subcontractor shall be indebted to the Contractor for liquidated damages at the rate stated in Item 39 of Annexure Part A for every day after the Date for Practical Completion to and including the Date of Practical Completion or the date that the Subcontract is terminated pursuant to Clause 44, whichever first occurs.

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



### **35.7 Limit on Liquidated Damages**

The Subcontractor's liability under Clause 35.6 is limited to the amount stated in Item 40 of Annexure Part A.

### **35.8 Indemnity**

If the Main Contract Works do not reach practical completion by their date for practical completion and the reason arises from or in connection with the Subcontractor's delay in completing WUS, the Subcontractor shall indemnify the Contractor against:

- (a) liquidated damages under the Main Contract stated in Item 41; and
- (b) damages, other than liquidated damages, which have become due and payable by the Contractor to the Principal.

If after the Subcontractor has paid or the Contractor has set off liquidated damages, the Contractor directs an EOT for the cause of the Subcontractor's delay, the Contractor shall forthwith repay to the Subcontractor such of those liquidated damages as represent the days the subject of the EOT.

The Subcontractor's indebtedness under this clause 35.8 is not included in the liquidated damages applicable to clause 35.6.

### **35.9 Acceleration**

- (a) The Contractor may, in its absolute discretion, direct the Subcontractor by notice in writing to accelerate the progress of the Subcontract Works to achieve Practical Completion by the Date for Practical Completion or by a date stipulated in the direction, which is in advance of the Date for Practical Completion and which can reasonably be achieved. The Subcontractor shall comply with any such direction.
- (b) If, within 5 Business Days of the direction the Subcontractor can clearly demonstrate that it is not practical to accelerate the progress of the works, it shall not be obliged to comply with the direction.
- (c) Subject to Clause 35.9(d), if the Contractor directs the Subcontractor to accelerate under Clause 35.9(a), the Contractor and the Subcontractor will attempt to agree on the amount of an adjustment to the Subcontract Sum to reflect the additional costs actually incurred by the Subcontractor in complying with a direction given under Clause 35.9(a). Should the Contractor and the Subcontractor be unable to agree the amount of the adjustment to the Subcontract Sum for the acceleration, it will be determined by the Contractor acting reasonably. The Contractor will pay the amount so agreed or determined.
- (d) Either party may dispute the Contractor's determination of the adjustment to the Subcontract Sum for the acceleration under Clause 47.
- (e) The payment by the Contractor of the costs of acceleration under Clause 35.9(c) is in full satisfaction of all claims of the Subcontractor in respect of the notice to accelerate under Clause 35.9(a).

## **36 DELAY OR DISRUPTION COSTS**

Where the Subcontractor has been granted an extension of time under Clause 35.5 for:

- (a) any delay or disruption caused by any of the events referred to in Clauses 35.5(b)(i);
  - (b) any delay or disruption caused by any event referred to in Clause 35.5(b)(vi) to the extent such delay impacts on the commencement of demolition or excavation works;
- or



- (c) any other event for which payment of extra costs for delay or disruption is provided for in Item 42 of Annexure Part A or elsewhere in the Subcontract,

and the Subcontractor gives a written claim for delay or disruption costs pursuant to clause 35.5, the Contractor shall certify the costs necessarily and reasonably incurred by the Subcontractor as a consequence of the delay up to the daily maximum limit set out in Item 43 of Annexure Part A for each day the subject of the extension of time which falls prior to the Date of Practical Completion. This amount shall be the limit of the Subcontractor's entitlement to claim compensation for delay or disruption to WUS howsoever arising.

The Subcontractor's entitlement to delay or disruption costs under this Clause 36 is subject to the Subcontractor performing the WUS:

- (a) in a manner that minimises the cost incurred or to be incurred by the Contractor in accordance with Clause 4.1; and
- (b) with due expedition and without delay in accordance with Clause 33.1.

Nothing in this Clause 36 shall—

- (a) oblige the Contractor to pay extra costs for delay or disruption where the Contractor grants an extension of time for the benefit of the Subcontractor under Clause 35.5, or which have already been included in the value of a variation or any other payment under the Subcontract; or
- (b) limit the Contractor's liability for damages for breach of contract.

## **37 DEFECTS LIABILITY**

### **37.1 Commencement of Defects Liability Period**

The Defects Liability Period commences at 4:00pm on the Date of Practical Completion and continues for the period specified in Item 44 of Annexure A.

### **37.2 Not used**

#### **37.2A Pre-settlement inspections**

If directed by the Contractor, the Subcontractor must attend individual pre-settlement inspections of the apartments forming part of the Subcontract Works, with the purchaser of the relevant apartment, the Contractor and a representative of the Principal, for the purpose of identifying any omission or defect in the WUS for which the Subcontractor is responsible (**Defect**).

#### **37.2B Defect Inspections prior to Practical Completion**

The Subcontractor shall comply with the Defect Inspection Methodology contained at Annexure Part K.

### **37.3 Defects List**

At any time during the Defects Liability Period, the Contractor may direct the Subcontractor to promptly rectify any Defect.

Within 10 Business Days after the Date of Practical Completion, the Contractor will issue to the Subcontractor a Defects List which may specify a reasonable period within which a Defect must be rectified.

The Subcontractor must, within the time specified in the Defects List (or if no time is specified, within 7 days of receiving the direction), rectify the Defects to the reasonable satisfaction of the Contractor.



At any other time or times during the Defects Liability Period, the Contractor may:

- (a) notify the Subcontractor by the issue of an amended or separate Defects List of any further Defects in the Subcontract Works; and
- (b) specify a reasonable period within which the Defect must be rectified.

#### **37.4 Rectification Program**

The Subcontractor must:

- (a) provide to the Contractor a program indicating when, and in what order, rectification of the Defects in the Defects List will be undertaken;
- (b) as soon as reasonably possible having regard to the nature and extent of the defect, begin rectification of Defects which may have a material adverse effect on the occupation of the Subcontract Works, and
- (c) rectify other Defects within any time specified in a Defects List issued under Clause 37.3 or, if no period is specified, within 7 days.

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

#### **37.5 Not used**

#### **37.6 Further Defects Liability Period**

Where the Subcontractor rectifies a Defect in accordance with this Clause 37, the Contractor may direct that the Defects Liability Period in respect of that work will be extended by a period of 12 months, commencing on rectification of the Defect. In making such direction under this Clause 37.6, the Contractor must act reasonably.

#### **37.7 Rectification of Defects**

If after the Date of Practical Completion, the Subcontractor has not substantially completed the rectification of a Defect, within the earlier of:

- (a) 1 month after the Date of Practical Completion; and
- (b) the period specified in a Defects List under Clause 37.3,

the Contractor may have other contractors carry out the Defect rectification works, the estimated cost of which together with all other reasonable costs of the Contractor will be a debt due and payable from the Subcontractor to the Contractor.

### **38 CLEANING UP**

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

As a condition precedent to Practical Completion, the Subcontractor shall remove Temporary Subcontract Works and Constructional Plant.

The Contractor may extend the time for removal of Temporary Subcontract Works or Constructional Plant necessary to enable the Subcontractor to perform this obligation.

Notwithstanding the provisions of Clause 44, if the Subcontractor fails to comply with any obligation imposed on the Subcontractor by this Clause 38, the Contractor may, without notice to the Subcontractor, have the work of cleaning and tidying up carried out by other persons and the reasonable cost incurred by the Contractor in having the work so carried out



may be recovered by the Contractor as a debt due from the Subcontractor to the Contractor. The rights given by this paragraph are in addition to any other right.

### **39 URGENT PROTECTION**

If urgent action is necessary to protect the WUS, other property or people and the Subcontractor fails to take the action, in addition to any other remedies of the Contractor, the Contractor may take the necessary action. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the reasonable cost incurred by the Contractor in the circumstances shall be a debt due from the Subcontractor to the Contractor.

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

### **40 VARIATIONS**

#### **40.1 Variations to the Work under the Subcontract**

The Contractor may direct the Subcontractor (in writing) to do any one or more of the following—

- (a) increase, decrease or omit any part of the WUS;
- (b) change the character or quality of any material or work or of anything described in the Principal's Project Requirements and (if Item 11A applies) the Design Documents;
- (c) change the levels, lines, positions or dimensions of anything described in the Principal's Project Requirements and any part of the WUS and (if Item 11A applies) the Design Documents;
- (d) execute additional work;
- (e) demolish or remove material or work no longer required by the Contractor.

The Subcontractor shall not vary the WUS except as directed by the Contractor in writing by the Contractor pursuant to Clause 40.

No variation shall vitiate the Subcontract. If a variation omits any part of the WUS, the Contractor may have that work carried out by a third party or carry that work out itself.

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

#### **40.1A Notification of Direction not identified as a Variation**

If the Subcontractor considers that a direction given by the Contractor, although not expressly identified as a variation is a variation (including a direction to remedy or re-execute defective work or material which the Subcontractor is of the opinion complies with the Subcontract) then the Subcontractor shall, within 10 Business Days after the receipt of such direction, notify the Contractor.

Upon receipt of such a notice the Contractor shall within 15 Business Days either:

- (a) confirm in writing that the direction is a variation, in which event it shall be dealt with in accordance with Clause 40.2; or
- (b) indicate that the direction is not a variation (or, alternatively, not respond), in which event the Subcontractor shall within 5 Business Days of the Contractor's direction either withdraw its notice or give a prescribed notice under Clause 46.1.

Unless the Subcontractor gives the first notice required under this Clause and either the Contractor confirms that the direction is a variation or the Subcontractor gives notice under



Clause 46.1 as prescribed, the Subcontractor cannot make any Claim in respect of any such direction.

#### **40.2 Proposed Variations**

- (a) Upon receipt of a notice in writing from the Contractor notifying the Subcontractor of a proposed variation under Clause 40, the Subcontractor shall notify the Contractor whether the proposed variation can be effected. If the variation can be effected, the Subcontractor shall, within 5 Business Days after receiving the Contractor's written notice of a proposed variation—
  - (i) notify the Contractor of the effect which the Subcontractor anticipates that the variation will have on the Project Program, the Subcontractor's Program and the anticipated Date of Practical Completion;
  - (ii) provide a detailed quotation (including delay or disruption costs, if any, and the cost or effect on any applicable warranties and certifications) of the proposed variation, supporting by measurements or other evidence of cost; and
  - (iii) (if Item 11A applies) provide the Contractor with the Design Documents for the works the subject of the proposed variation.
- (b) Within 15 Business Days of receiving all of the items referred to in the preceding paragraph (a) of this Clause 40.2, the Contractor shall direct the Subcontractor as to whether or not to proceed with the work the subject of the proposed variation or whether additional information is required to be provided by the Subcontractor.
- (c) If the Subcontractor is required to provide additional information in accordance with subclause (b), the Subcontractor shall provide that information within 3 days of a written request by the Contractor and the review process stated in subclause (b) shall commence again.
- (d) The Contractor's failure to confirm a direction within 15 Business Days shall not be taken as implied acceptance of the matters referred to in the preceding paragraph (a) of this Clause 40.2. The Subcontractor shall not proceed with the work the subject of the proposed variation until it receives a direction from the Contractor to do so.

#### **40.3 Pricing the Variation**

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

#### **40.4 Variations for the Convenience of the Subcontractor**

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

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

- (a) an extension of time for Practical Completion; or
- (b) extra payment,

in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.

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



#### **40.5 Valuation**

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

- (a) if the Subcontract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;
- (b) if Clause 40.5(a) does not apply, the rates or prices in a Schedule of Rates shall be used to the extent that it is reasonable to use them;
- (c) to the extent that neither Clause 40.5(a) nor (b) applies, reasonable rates or prices shall be used plus the percentage at Item 45(b) of Annexure Part A to be applied to the trade cost of the work for profit, preliminaries, on-Site overheads and off-Site overheads;
- (d) to the extent that neither Clause 40.5(a), (b) nor (c) applies, as Daywork valued in accordance with Clause 41; and
- (e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.2, the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads, preliminaries or profit.

For the purposes of a valuation to be made in accordance with Clause 40.5(a), (b), (c) or (d)—

- (i) in determining the deduction to be made for work which is taken out of the Subcontract, the deduction shall include the percentage at Item 45(b) for profit and overheads;
- (ii) if the valuation relates to extra costs incurred by the Subcontractor for delay or disruption, the valuation shall include the percentage at Item 45(c) for overheads but shall not include profit or loss of profit; and
- (iii) if Clause 11(b) applies, the percentage referred to in Clause 11(c) shall be used for valuing the Subcontractor's profits and attendance unless an allowance for that is included in the relevant rate, price or Daywork amount (as the case may be).

Where a party does not agree with the Contractor's valuation pursuant to this Clause, the party may refer the matter to dispute resolution in accordance with the procedure specified in Clause 47.

#### **40.6 Not used**

#### **40.7 Compliance**

The Subcontractor acknowledges that a failure to comply with the requirements of this clause 40 will bar and invalidate a variation claim made by the Subcontractor and the Subcontractor will have no Claim against the Contractor arising out of or in connection with the variation.

### **41 DAYWORK**

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

- (a) the amount of wages and allowances paid or payable by the Subcontractor at the rates obtaining on the Site at the time as established by the Subcontractor to the satisfaction of the Contractor or at such other rates as may be approved by the Contractor;
- (b) the amount paid or payable by the Subcontractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under Clause 41(a);
- (c) the amount of hire charges in respect of Constructional Plant approved by the Contractor for use on the work in accordance with such hiring rates and conditions as



may be agreed between the Contractor and the Subcontractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Contractor;

- (d) the amounts paid for services, subcontract work and professional fees;
- (e) the actual cost to the Subcontractor at the Site of all materials supplied and required for the work; and
- (f) the charge stated in Item 45(a) of Annexure Part A or, if no charge is stated, a charge agreed between the Contractor and the Subcontractor, to cover overheads, administrative costs, site supervision, establishment costs, attendance and profit, or, in the absence of agreement, a reasonable charge determined by the Contractor.

Amounts payable for Daywork shall not be subject to adjustment for rise and fall in costs.

## **42 CERTIFICATES AND PAYMENTS**

### **42.1 Claims for Payment**

The Subcontractor may serve a claim for payment:

- (a) at the times stated in Item 46 of Annexure Part A; and
- (b) within 10 Business Days from the issue of a Certificate of Practical Completion.

This subclause will not survive termination of the Subcontract.

If requested by the Contractor from time to time, the Subcontractor must provide a draft of any or all of its proposed claims referred to in the previous paragraph ("**Draft Claim**") in advance of the relevant time for such a claim. The parties acknowledge and agree that:

- (a) a Draft Claim is not a claim under the Subcontract or a payment claim under the Security of Payment Act; and
- (b) the Subcontractor releases and indemnifies the Contractor from and against any Claim or liability arising under or in relation to (including under the Subcontract or the Security of Payment Act) any Draft Claim.

Each payment claim must be in writing and served on the Contractor and must:

- (c) identify the work or services to which it relates and their value having regard to the Subcontract Sum;
- (d) indicate the amount of payment that the Subcontractor claims to be due ('**claimed amount**');
- (e) contain details of all amounts which the Contractor is entitled to retain or deduct from amounts otherwise payable to the Subcontractor, including security, insurance premiums and the cost of rectifying defective or omitted work;
- (f) contain details of all amounts previously paid to the Subcontractor;
- (g) contain any other information about the Subcontract Works reasonably required by the Contractor;
- (h) include a statutory declaration in the form provided in Annexure Part N by an executive director or director of the Subcontractor who is in a position to know the facts declared; and
- (i) satisfactory evidence that:
  - (i) the insurances which the Subcontract requires the Subcontractor to effect are being maintained; and



- (ii) the Subcontractor has provided the security required by Clause 5.

For the purpose of this Clause 42.1 only, a payment claim received at 5:00 pm or later on any day is taken to be received on the next Business Day.

#### **42.1A Payment Schedule**

Not later than 10 Business Days after service of the relevant payment claim the Contractor must provide a payment schedule to the Subcontractor which:

- (a) identifies the payment claim to which it relates;
- (b) states the amount, if any, that the Contractor proposes to pay ('**scheduled amount**'); and
- (c) if the scheduled amount is less than the claimed amount, states why the scheduled amount is less and if it is less because the Contractor is withholding payment for any reason, the Contractor's reasons for withholding payment.

The Subcontractor agrees that the scheduled amount may be reduced by any amount contained in a payment claim that relates to work undertaken by a Secondary Subcontractor for whom a Subcontractor's Side Deed is required by Clause 9.2 if that Subcontractor's Side Deed has not been provided duly executed by the Secondary Subcontractor and the Subcontractor.

Failure by the Contractor to set out in a payment schedule an amount which the Contractor is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Subcontractor by the Contractor will not prejudice the Contractor's ability to set out in a subsequent payment schedule an amount which the Contractor is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Subcontractor by the Contractor.

#### **42.1B Payment**

Subject to Clause 42.10, the Contractor must pay the Subcontractor the scheduled amount within 30 Business Days after service of the relevant payment claim. If the Subcontractor does not serve a payment claim in accordance with this Clause 42, the Contractor may, in its discretion, issue a payment schedule and/or make a payment on account.

Neither a payment claim nor a payment of money is evidence that the Subcontract Works have been carried out satisfactorily. Payment is on account only.

#### **42.2 Unfixed Plant and Material**

The Contractor shall pay for any item of unfixed plant and materials (notwithstanding that the item has not been incorporated into the Subcontract Works) where that item is listed in Item 47 of Annexure Part A if the Subcontractor:

- (a) provides the amount of additional security in the name of the Contractor stated in Item 48 of Annexure Part A separately approved by the Contractor under Clause 5.3;
- (b) establishes to the satisfaction of the Contractor (acting reasonably) that the Subcontractor has paid for (whether in whole or in part) and adequately insured the item, the item is properly stored, labelled the property of the Contractor and is adequately protected; and
- (c) has complied with the requirements of the Financier in relation to the item.

The Subcontractor agrees that where an item of unfixed plant and material is damaged, destroyed or lost prior to its incorporation into the Subcontract Works, the Subcontractor:

- (d) will not be entitled to any additional payment or extension of time to the Subcontract Sum for that item except to the extent caused or contributed to by the Contractor or arising from an Excepted Risk under Clause 16.3; and



(e) must still provide such items, as required by the Subcontract, to the Contractor.

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

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

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

#### **42.3 Certificate of Practical Completion**

The Subcontractor shall give the Contractor at least 15 Business Days notice of the date upon which the Subcontractor anticipates that Practical Completion will be reached. The Contractor may inspect the Subcontract Works for the purpose of determining the state of completion of the Subcontract Works.

When the Subcontractor is of the opinion that Practical Completion has been reached, the Subcontractor shall in writing request the Contractor to issue a Certificate of Practical Completion. Within 10 Business Days of the receipt of the request, the Contractor shall give to the Subcontractor and to the Contractor a Certificate of Practical Completion certifying the Date of Practical Completion or give the Subcontractor in writing the reasons for not issuing the Certificate.

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

#### **42.4 Effect of Certificates**

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

#### **42.5 Deed of Release**

Within 5 Business Days of receipt of a payment schedule issued in response to a payment claim submitted under subclause 42.1(b), the Subcontractor must execute and deliver to the Contractor a Deed of Release.

#### **42.6 Not Used**

#### **42.7 Interest on Overdue Payments**

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid, then interest shall be payable thereon from but excluding the date upon which or the expiration of the period within which they should have been paid to and including the date upon which the moneys are paid. The rate of interest shall be the rate stated in Item 49 of Annexure Part A. Interest shall be compounded at six monthly intervals.

#### **42.8 Set off by the Contractor**

The Contractor may:

- (a) set-off or deduct from any amounts due to the Subcontractor under the Subcontract or otherwise at law, or under any other contract between the Subcontractor and the Contractor; or



- (b) have recourse to security provided by the Subcontractor under the Subcontract, or provided by the Subcontractor under any other contract between the Subcontractor and the Contractor,

for any amounts, losses, costs, claims, expenses or damages which:

- (c) the Subcontractor is liable to pay to the Contractor in respect of the Subcontract;
- (d) will be due from the Subcontractor to the Contractor in respect of the Subcontract;
- (e) the Contractor believes that it has suffered, or is likely to suffer in the future, as a result of a default or breach of the Subcontract by the Subcontractor, or any other act or omission by the Subcontractor; or
- (f) the Subcontractor is required to pay to the Contractor, or is likely or will likely to be required to pay to the Contractor, arising out of or in connection with the Subcontract or any other contract between the Subcontractor and the Contractor,

and if those moneys are insufficient, any remaining deficiency is taken to be a debt due and payable by the Subcontractor to the Contractor.

The Contractor may reduce the amount of any payment schedule issued under this Clause 42 by the amount of any over-payment in a previous payment schedule issued under this Clause 42.

This subclause will survive termination of the Subcontract.

#### **42.9 Recourse for Unpaid Moneys**

Where, within the time provided by the Subcontract, a party fails to pay the other party an amount due and payable under the Subcontract, the other party may, subject to Clause 5.6, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Subcontract and any deficiency remaining may be recovered by the other party as a debt due and payable.

#### **42.10 Withholding**

To the extent permitted by law, without limiting any other rights of the Contractor under the Subcontract or at law, the Contractor may withhold payment to the Subcontractor under this Clause 42:

- (a) in accordance with the following, as applicable:
  - (i) section 127(5) of the Industrial Relations Act 1996 (NSW);
  - (ii) clause 18(6) of Schedule 2 of the Payroll Tax Act 2007 (NSW); or
  - (iii) section 175B(7) of the Workers Compensation Act 1987 (NSW);
- (b) where the Subcontractor has failed to provide an executed Deed of Release pursuant to subclause 42.5; or
- (c) where the Contractor terminates the Subcontract pursuant to Clause 44.4(b), in which case the Contractor may withhold payment until there is a determination of the parties' remedies, rights and liabilities in accordance with the first paragraph of Clause 44.10.

#### **42.11 Subcontractors and Payment Withholding Requests**

If the Contractor, in making a payment to the Subcontractor under the Subcontract, fails to comply with a Payment Withholding Request served on the Contractor by a Secondary Subcontractor, such that under the Security of Payment Act the Contractor becomes jointly and severally liable with the Subcontractor in respect of the whole or any part of a debt owed by the Subcontractor to the Secondary Subcontractor then so long as the Contractor has



subsequently paid the Secondary Subcontractor the amount of the Payment Withholding Request:

- (a) the Contractor shall certify the debt so incurred as moneys due from the Subcontractor to the Contractor; and
- (b) the moneys shall be certified by the Contractor as so due irrespective of whether the amount for which the Contractor is liable to the Secondary Subcontractor is greater than the amount which the Subcontractor is ultimately required to pay the Secondary Subcontractor.

#### **42.12 Documents under Security of Payment Act**

The Subcontractor shall:

- (a) on the day of issue or receipt, give the Contractor a copy of any document that the Subcontractor:
  - (i) issues to the Contractor; or
  - (ii) receives from or issues to any adjudicator or court,under or in connection with the Security of Payment Act which is related to the WUS, whether being performed by the Subcontractor or a Secondary Subcontractor; and
- (b) ensure in any Secondary Subcontract with a Secondary Subcontractor that the Secondary Subcontractor is obliged to serve a copy of the adjudication determination to which the Payment Withholding Request relates on the Contractor within 5 Business Days after the adjudication determination is served on the Secondary Subcontractor.

### **43 PAYMENT OF WORKERS AND SUBCONTRACTORS**

#### **43.1 Not used**

#### **43.2 Not used**

#### **43.3 Direct Payment of employees and Secondary Subcontractors**

Where the Contractor is entitled or is required by law or any Legislative Requirement to make payment to a Secondary Subcontractor, a Subcontractor's Consultant or worker of the Subcontractor, the Contractor may, on behalf of the Subcontractor, make the payment directly to the Secondary Subcontractor, Subcontractor's Consultant or worker and the amount so paid shall be a debt due from the Subcontractor to the Contractor.

At the written request of the Subcontractor, and out of moneys payable to the Subcontractor, the Contractor may on behalf of the Subcontractor make payments directly to any Secondary Subcontractor, Subcontractor's Consultant or worker.

If any Secondary Subcontractor, Subcontractor's Consultant or worker obtains a court order in respect of moneys and produces to the Contractor the court order and a statutory declaration that it remains unpaid, the Contractor may pay the amount of the order, and costs included in the order, to the Secondary Subcontractor, Subcontractor's Consultant or worker and the amount paid shall be a debt due from the Subcontractor to the Contractor.

At any time, if the Contractor is not aware of the occurrence of a relevant relation-back day (as defined in the Corporations Act), the Contractor may pay unpaid moneys to:

- (a) employees of the Subcontractor;
- (b) any Secondary Subcontractor or Subcontractor's Consultant; or



(c) employees of any Secondary Subcontractor or Subcontractor's Consultant, where required by law, given a court order in favour of the employee, Secondary Subcontractor or Subcontractor's Consultant or where requested by the Subcontractor.

Such payment under this Clause 43.3 shall be deemed to be part-satisfaction of the Contractor's obligation to pay pursuant to Clause 42.1B irrespective of whether, in the case of a payment to a Secondary Subcontractor or Subcontractor's Consultant, the amount paid by the Contractor to the Secondary Subcontractor or Subcontractor's Consultant is greater than the amount which the Subcontractor is ultimately required to pay the Secondary Subcontractor or Subcontractor's Consultant.

#### **43.4 Secondary Subcontractors and suspension under Security of Payment Act**

Where a Secondary Subcontractor has made a payment claim under the Security of Payment Act and that payment claim has become subject to adjudication under, or court proceedings relating to, the Security of Payment Act:

- (a) the Subcontractor shall without delay give the Contractor a copy of any notice that the Subcontractor receives from, or issues to, the Secondary Subcontractor, the adjudicator or court; and
- (b) if the Contractor becomes aware that the Secondary Subcontractor is entitled to suspend work (which forms part of the WUS) under the Security of Payment Act:
  - (i) the Contractor may (at its absolute and sole discretion) pay the Secondary Subcontractor in respect of work forming part of the WUS; and
  - (ii) any amount paid by the Contractor shall be deemed to be part-satisfaction of the Contractor's obligation to pay pursuant to Clause 42.1B irrespective of whether the amount paid by the Contractor to the Secondary Subcontractor is greater than the amount which the Subcontractor is ultimately required to pay the Secondary Subcontractor.

### **44 DEFAULT OR INSOLVENCY**

#### **44.1 Preservation of Other Rights**

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

#### **44.2 Default by the Subcontractor**

If the Subcontractor commits a substantial breach of the Subcontract, the Contractor may give the Subcontractor a written notice to rectify.

Substantial breaches include—

- (a) if Item 11A applies, failing to perform properly the Subcontractor's Design Obligations;
- (b) failing to provide security;
- (c) failing to provide evidence of insurance;
- (d) failing to comply with a direction of the Contractor (including pursuant to Clause 30.3);
- (e) failing to use the materials or standards of workmanship required by the Subcontract;
- (f) suspension of work in breach of Clause 33.1;
- (g) failing to proceed with due expedition and without delay in breach of Clause 33.1;



- (h) departing from a Project Program without the Contractor's approval;
- (i) in respect of Clause 43, knowingly providing a statutory declaration or documentary evidence which contains a statement that is untrue;
- (j) failing to achieve any of the Milestones by the relevant date, subject to any extensions of time granted under Clause 35.5; or
- (k) any other breach of the Subcontractor's obligations under the Subcontract, which the Subcontractor has failed to rectify within 5 Business Days of a notice from the Contractor.

#### **44.3 Requirements of a Notice by the Contractor to Rectify**

A notice given under Clause 44.2 shall—

- (a) state that it is a notice under Clause 44 of these General Conditions of Subcontract;
- (b) specify the substantial breach; and
- (c) if the breach is capable of rectification, require the Subcontractor to rectify the substantial breach.

The notice given under Clause 44.2 may specify the time and date by which the Subcontractor must rectify the substantial breach (which time shall not be less than 5 clear Business Days after the notice is given to the Subcontractor). If the notice does not specify the time and date by which the Subcontractor must rectify the substantial breach, the Subcontractor must rectify the substantial breach within 5 clear Business Days after the notice is given to the Subcontractor.

#### **44.4 Rights of the Contractor**

If by the time specified in a notice given under Clause 44.2 or (if no such time is stated) by the time specified under Clause 44.3, the Subcontractor fails to rectify the substantial breach or if the substantial breach is not capable of rectification, the Contractor may by notice in writing to the Subcontractor—

- (a) take out of the hands of the Subcontractor the whole or part of the work remaining to be completed; or
- (b) terminate the Subcontract.

Upon giving a notice under Clause 44.2, the Contractor may suspend payments to the Subcontractor until the earlier of—

- (i) the date upon which the Subcontractor shows reasonable cause; or
- (ii) the date upon which the Contractor takes action under Clause 44.4(a) or (b).

If the Contractor exercises the right under Clause 44.4(a) or (b), the Subcontractor shall not be entitled to any further payment in respect of the Subcontract Works unless a payment becomes due to the Subcontractor under Clause 44.6.

#### **44.5 Procedure when the Contractor Takes Over Work**

If the Contractor takes work out of the hands of the Subcontractor under Clause 44.4(a), the Contractor shall complete that work and the Contractor may without payment of compensation take possession of—

- (a) such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Subcontractor; and
- (b) the Design Documents and other documents, information, materials and the like produced by the Subcontractor,



which are reasonably required by the Contractor to facilitate completion of the work. The Contractor shall keep records of the cost of completing the work.

If the Contractor takes possession of Constructional Plant, Design Documents or other things, the Contractor shall maintain them and, subject to Clause 44.6, on completion of the work, the Contractor shall return to the Subcontractor the Constructional Plant and any things taken under this Clause 44.5 which are surplus and, subject to Clause 13, the Design Documents.

#### **44.6 Adjustment on Completion of the Work Taken Out of the Hands of the Subcontractor**

When work taken out of the hands of the Subcontractor under Clause 44.4(a) is completed, the Contractor shall ascertain the cost incurred by the Contractor in completing the work and shall issue a certificate pursuant to this Clause 44.6 to the Contractor and the Subcontractor certifying—

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

If the cost incurred by the Contractor is greater than the amount which would have been paid to the Subcontractor if the work had been completed by the Subcontractor, the difference shall be a debt due from the Subcontractor to the Contractor. If the cost incurred by the Contractor is less than the amount that would have been paid to the Subcontractor if the work had been completed by the Subcontractor, the difference shall be a debt due to the Subcontractor from the Contractor.

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

#### **44.7 Default of the Contractor**

If the Contractor commits a substantial breach of the Subcontract, the Subcontractor may give the Contractor a written notice to show cause.

Substantial breaches are—

- (a) failing to make a payment due under the Subcontract; and
- (b) failure by the Contractor either to issue a Certificate of Practical Completion or give the Subcontractor the reasons in writing for not issuing that Certificate within 10 Business Days of receipt of a request by the Subcontractor to issue that Certificate, in breach of Clause 42.3.

#### **44.8 Requirements of a Notice by the Subcontractor to Show Cause**

A notice given under Clause 44.7 shall—

- (a) state that it is a notice under Clause 44 of these General Conditions of Subcontract;
- (b) specify the alleged substantial breach;
- (c) require the Contractor to show cause in writing why the Subcontractor should not exercise a right referred to in Clause 44.9;



- (d) specify the time and date by which the Contractor must show cause (which shall not be less than 5 clear Business Days after the notice is given to the Contractor); and
- (e) specify the place at which cause must be shown.

#### **44.9 Rights of the Subcontractor**

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

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

#### **44.10 Rights of the Parties on Termination**

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

If the Contractor has terminated the Subcontract, the Contractor may also, without payment of compensation, take possession of the Design Documents.

#### **44.11 Insolvency**

If—

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



- (v) a winding up order is made in respect of the party, except for the purposes of amalgamation or reconstruction;
- (vi) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up);
- (vii) a mortgagee of any property of the party takes possession of that property;
- (viii) the corporation is insolvent within the meaning of section 95A(2) of the Corporations Act; or
- (ix) anything analogous to or of a similar effect to anything described above occurs,

then, where the other party is—

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

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

#### **44.12 No Merger**

This Clause 44 does not merge on completion or termination of the Subcontract.

### **45 TERMINATION FOR CONVENIENCE**

Without prejudice to any of the Contractor's other rights under the Subcontract, the Contractor may at any time in its absolute discretion (and for any reason), terminate the Subcontract, effective from the time stated in the Contractor's notice, or if no time is stated, at the time the notice is given to the Subcontractor.

If the Contractor terminates the Subcontract under this clause 45:

- (a) the Contractor shall pay the Subcontractor—
  - (i) the amount due to the Subcontractor shown in any unpaid payment certificate;
  - (ii) for work executed prior to the date of termination, the amount which would have been payable if the Subcontract had not been terminated and the Subcontractor had been entitled to and had made a payment claim on the date of termination;
  - (iii) the cost of materials necessarily and reasonably ordered by the Subcontractor for the WUS, which the Subcontractor is liable to accept, but only if the materials become the property of the Contractor upon payment; and
  - (iv) the Subcontractor's reasonable costs of demobilisation and the removal of Temporary Subcontract Works and Constructional Plant,
- (b) if the Subcontractor has provided security including retention monies, subject to any right of recourse to that security, the Contractor shall promptly release that security to the Subcontractor; and
- (c) the Contractor may thereafter, in its absolute discretion, engage another subcontractor to complete the Subcontract Works (or it may complete the Subcontract Works itself).

Except for the amounts to which the Subcontractor is entitled under clause 45 the Subcontractor is not entitled to any other amounts, including for consequential costs (including loss of profit), losses or damage under or in connection with the Subcontract.



## **46 NOTIFICATION OF CLAIMS**

### **46.1 Communication of Claims**

If the Subcontractor has or alleges that it has any Claim, then the Subcontractor shall:

- (a) within the time stipulated in the Subcontract for the giving of the Claim; or
- (b) if the Subcontract does not otherwise require the Subcontractor to give notice of the Claim, within 5 Business Days of the date when the Subcontractor first became aware or should have reasonably become aware of the event, occurrence, act, direction or breach upon which the Claim is based,

give to the Contractor the prescribed notice under Clause 46.3 or a notice of dispute under Clause 47.1.

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

### **46.2 Liability for Failure to Communicate**

If the Subcontractor fails to give notice of a Claim in accordance with this Clause 46, the Subcontractor agrees that, to the extent permitted by law, the Subcontractor releases the Contractor from the Claim and the Claim is absolutely barred.

### **46.3 The Prescribed Notice**

The prescribed notice is a notice in writing which includes—

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

### **46.4 Contractor's Decision**

Within 15 Business Days of receipt of the prescribed notice the Contractor shall assess the Claim and shall promptly notify the parties in writing of the decision. Unless a party within a further 5 Business Days of such notification serves a notice of dispute under Clause 47.1 which includes such Claim, the Contractor shall include the amount of that assessment in the next payment certificate issued pursuant to Clause 42.

### **46.5 Time for Disputing Contractor's Direction**

If the Contractor—

- (a) has given a direction pursuant to the Subcontract; and
- (b) has served a notice in writing on each party that if a party wishes to dispute the direction, then that party is required to do so under Clause 47,

the direction shall not be disputed unless a notice of dispute in accordance with Clause 47.1 is given by one party to the other party within 28 days of the date of service on that party of the notice pursuant to Clause 46.5(b).

## **47 DISPUTE RESOLUTION**

### **47.1 Notice of Dispute**

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



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

then either party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the Dispute.

Notwithstanding the existence of a Dispute, the Contractor and the Subcontractor shall continue to perform the Subcontract and, subject to Clause 44, the Subcontractor shall continue with the WUS and the Contractor and the Subcontractor shall continue to comply with Clause 42.1.

## **47.2 Resolution of disputes**

### **(a) Application**

All Disputes (as defined in Clause 47.1) are to be resolved in accordance with the dispute resolution procedure set out in this Clause 47.

### **(b) Good faith meetings**

Within 5 Business Days after having received a notice of dispute under Clause 47.1 ('**Dispute Notice**'), the parties must meet in good faith to attempt to resolve the Dispute the subject of the Dispute Notice.

If the Dispute remains unresolved after the first meeting referred to above, within 10 Business Days after the first meeting, the senior representatives of the parties must attend a second meeting in good faith to attempt to resolve the Dispute the subject of the Dispute Notice.

## **47.3 Expert Determination**

- (a) If the Dispute remains unresolved after 20 Business Days have passed after a Dispute Notice has been received and the parties have attended the two meetings under clause 47.2, either party may submit a Dispute to expert determination in accordance with the version of the Expert Determination Rules 2010 Edition of the Resolution Institute in force at the date of the submission.

### **(a) Where:**

- (i) the parties fail to agree on the expert within 5 Business Days after the Dispute having been submitted to expert determination; or
- (ii) the expert to which the parties have agreed:
  - (A) is unavailable;
  - (B) declines to act;
  - (C) does not respond within 5 Business Days to a request by one or both parties for advice as to whether he or she is able to conduct the determination; or
  - (D) does not make a determination within the time specified in the Expert Determination Agreement,



then either party may apply to the Chairperson (for the time being) of the Resolution Institute in Sydney, NSW, or his or her nominee, to select an appropriate expert or replacement expert (as the case may be).

- (b) An expert determination conducted under this Clause 47.3 is not an arbitration and the Expert is not an arbitrator. The Expert may reach a decision from his or her own knowledge and expertise or refer the Dispute or elements of the Dispute to other experts to assist the Expert in his/her determination.
- (c) The Expert will:
  - (i) act as an expert and not as an arbitrator;
  - (ii) proceed in any manner he or she thinks fit;
  - (iii) conduct any investigation which he or she considers necessary to resolve the Dispute including requiring each party to provide a statement of its case (within the time period nominated by the Expert) setting out in detail the matters which that party wishes the Expert to consider;
  - (iv) examine such documents, and interview such persons, as he or she may require; and
  - (v) make such directions for the conduct of the determination as he or she considers necessary including awards as to costs.
- (d) The Expert must:
  - (i) disclose to the parties any interest he or she has in the outcome of the determination; and
  - (ii) not communicate with one party without the knowledge of the other.
- (e) Each party will:
  - (i) bear its own costs in respect of any expert determination; and
  - (ii) pay one-half of the expert's costs,unless otherwise determined by the Expert.
- (f) The parties must enter into an agreement with the appointed Expert on such terms as the parties and the expert may agree, within 5 Business Days of the appointment of the Expert.
- (g) The determination of the Expert:
  - (i) must be in writing; and
  - (ii) will be final and binding on the parties.

#### **47.4 Litigation**

- (a) The determination of the Expert shall be final and binding on the parties except where the monetary amount determined by the Expert is more than \$500,000 including interest and GST and provided that a party commences court proceedings within 60 Business Days after the Expert's determination.
- (b) If a party commences court proceedings within 60 Business Days of the Expert's determination, the Expert's determination shall be final and binding upon the parties until:
  - (i) the court proceedings are discontinued; or
  - (ii) judgment is entered in the court proceedings.



- (c) If a party commences court proceedings within 60 Business Days of the Expert's determination and the court proceedings are discontinued, the Expert's determination shall be final and binding upon the parties after the discontinuance.

#### **47.5 Condition precedent**

Subject to Clause 47.7 and without limiting Clause 47.4, it is a condition precedent to a party being entitled to commence court proceedings that the procedures referred to in Clauses 47.1 to 47.4 first be complied with.

#### **47.6 Survival**

This Clause 47 will survive the expiration, termination or frustration of the Subcontract.

#### **47.7 Summary Relief**

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the Subcontract or to seek injunctive or urgent declaratory relief in respect of a dispute under Clause 47 or any matter arising under the Subcontract.

### **48 WAIVER OF CONDITIONS**

A right created by the Subcontract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same or of any other right of that party.

### **49 SECURITY OF PAYMENT ACT**

- (a) The Contractor is authorised to issue a payment schedule as agent of the Contractor for the purposes of Section 14 of the Security of Payment Act.
- (b) The Subcontractor must immediately provide to the Contractor a copy of any document it receives or issues under the Security of Payment Act, excluding any payment claim it receives from its Secondary Subcontractors, suppliers or consultants.
- (c) The Subcontractor indemnifies the Contractor against any action, claim, demand, loss, cost or expense arising from a suspension under the Security of Payment Act in relation to any WUS by a Secondary Subcontractor of the Subcontractor.

### **50 DEVELOPMENT REQUIREMENTS AND CONDITIONS**

#### **50.1 Development Requirements**

The Subcontractor must ensure that the Subcontract Works comply with all conditions in the Development Requirements and Approvals.

#### **50.2 Approvals**

The Subcontractor shall, to the extent such assistance is not otherwise included in the WUS, provide the Contractor with reasonable assistance requested by the Contractor in relation to obtaining any Approvals.

#### **50.3 Development Approval Bonds**

The Subcontractor acknowledges that the Principal is providing the Development Approval Bonds, pursuant to the conditions in the Development Approval, to secure the relevant WUS which the Subcontractor is performing. The Subcontractor agrees that to the extent that any of the Development Approval Bonds are realised or claimed by the relevant Authority, then



to the extent that such realisation or claim is due to the act, omission, negligence or default of the Subcontractor, the Contractor may in its absolute discretion set off the amount realised or claimed from the Development Approval Bonds (and paid by the Contractor to the Principal) subject to the requirements of Clause 5.8 and 42.8.

## **51 SCHEDULE OF RATES**

Any Schedule of Rates attached to or forming part of any document comprising the Subcontract is for the purpose of valuing a claim submitted under Clause 40.5 only.

## **52 GOODS AND SERVICES TAX**

### **52.1 Interpretation**

Words or expressions used in this Clause 52 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this Clause.

### **52.2 Consideration is GST exclusive**

Any consideration to be paid or provided for a supply made under or in connection with the Subcontract, unless specifically described in the Subcontract as 'GST inclusive', does not include an amount on account of GST.

### **52.3 Gross up of consideration**

Despite any other provision in the Subcontract, if a party ('Supplier') makes a supply under or in connection with the Subcontract on which GST is imposed (not being a supply the consideration for which is specifically described in the Subcontract as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under the Subcontract but for the application of this Clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

### **52.4 Reimbursements (net down)**

If a payment to a party under the Subcontract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

### **52.5 Tax invoices**

The Supplier must serve a tax invoice on the Recipient at the same time that it serves a payment claim in accordance with Clause 42.1 for the amount of the payment claim.

The Recipient need not make a payment for a taxable supply made under or in connection with the Subcontract until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates or where an adjustment note is required to be issued under Clause 52.6, an adjustment note for the scheduled amount.

### **52.6 Adjustment note**

Without prejudice to the Subcontractor's rights, not later than 1 Business Day after receipt by the Subcontractor of a payment schedule, the Subcontractor must issue to the Contractor



an adjustment note where the scheduled amount is less or more than the amount specified in the tax invoice.

### **53 REFERENCE STANDARDS**

Notwithstanding any other provision of the Subcontract, the Subcontractor must ensure that the quality, fitout, finishes, Building Services and materials used, installed and supplied in all areas of the Subcontract Works are of standard equal to or higher than those used in Esprit Project, Mascot.

The Subcontractor warrants that the Subcontractor:

- (a) has inspected the development referred to in the preceding paragraph;
- (b) is cognisant of the required standards and specifications; and
- (c) will provide the same or greater level of standards and specifications in respect of the Subcontract Works at the Site.

### **54 FIXED PRICE**

Where the Design does not specifically cover an item of work, materials or finishes and such item or items are considered as obvious, ancillary or necessary work to be done to complete the Subcontract Works, the Subcontractor is taken to have allowed for the provision of such item, to a standard suitable for the Subcontract Works as contracted.

Without limiting the generality of the above, the Subcontract Sum is taken to include any cost, loss, expense or damage that may be incurred by the Subcontractor associated with:

- (a) any special project allowance payable to workers which may be awarded or agreed between the Subcontractor and the relevant Unions for the Subcontract Works;
- (b) any additional insurance to that which the Subcontractor is obliged to maintain to comply with the *Workers Compensation Act* 1987 (NSW);
- (c) the employment of apprentices on the Subcontract Works;
- (d) all sales tax, and other imposts on building materials;
- (e) all Authority fees payable that are the responsibility of the Subcontractor in connection with the Subcontract Works and the Site; and
- (f) all historical design costs of the Subcontractor for the Subcontract Works.

### **55 FEES – SERVICES AND SITE FACILITIES**

All other notices and fees payable in connection with the services and Site facilities identified as the Subcontractor's responsibility at Annexure Part U, shall be the sole responsibility of the Subcontractor and are taken to be included in the Subcontract Sum.

### **56 SUBCONTRACTOR'S DESIGN OBLIGATIONS**

#### **56.1 Application**

This clause 56 shall only apply if Item 11A of Annexure Part A provides that the Subcontractor has design obligations and responsibilities under the Subcontract.

#### **56.2 Development of Design Documents**

- (a) For the avoidance of doubt, and without limiting Clauses 8.4 or 8.8, the Subcontractor acknowledges and agrees that the Design Documents are not finalised at the date of the Subcontract and that it is the responsibility of the Subcontractor to ensure



completion of the Design Documents in accordance with the requirements of the Subcontract to the Contractor's reasonable satisfaction to enable construction of the Subcontract Works.

- (b) The Subcontractor agrees to co-ordinate the design and construction of all Building Services for the proper operation of the Subcontract Works.
- (c) The Subcontractor is responsible for making any application for any Approval or modification to the Development Approval for the convenience of the Subcontractor.
- (d) All costs, expenses and fees incurred by the Subcontractor in such completion of the Design Documents and co-ordination of all Building Services for the Subcontract Works are included in the Subcontract Sum.

### **56.3 Supply of Documents by Subcontractor**

In relation to those documents stated in Item 21 of Annexure Part A, the Subcontractor shall supply the number of copies stated in Item 21 of Annexure Part A or, if no number is stated, 5 copies.

The Subcontractor shall supply to the Contractor the documents and information required by the Contractor and as required by the Subcontract, in a form satisfactory to the Contractor and at those times or within those design stages applicable to the documents stated in Item 21 of Annexure Part A or, if no times or stages are stated, not less than 14 days before the work contained in those documents is commenced.

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

The Contractor shall be bound to review or comment upon the Design Documents or to check the Design Documents for errors, omissions or compliance with the requirements of the Subcontract. The Contractor's receipt of, or review of, or comment on, the Design Documents and any other documents provided by the Subcontractor, shall not relieve the Subcontractor from responsibility for the Subcontractor's errors or omissions or departure from the Subcontractor's Design Obligations or other requirements of the Subcontract.

If the Subcontract provides that the Subcontractor must obtain the Contractor's direction whether documents are suitable or are not suitable then, within the time stated in Item 22 of Annexure Part A or, if no time is stated, within 21 days after receipt of the documents, the Contractor shall notify the Subcontractor that the documents are suitable or are not suitable. If the Contractor notifies the Subcontractor that the documents are not suitable, the Contractor shall give reasons why the documents are not suitable and the Subcontractor shall submit new or amended documents for the Contractor's direction pursuant to this Clause 8.4.

### **56.4 Design Review**

- (a) The Subcontractor shall give the Contractor one hard copy and one electronic copy of the Design Documents, at the time or times required by the Subcontractor's Program or, if no time is stated in the Subcontractor's Program, within a reasonable time, allowing the Contractor 21 days to review and comment on the compliance of the Design Documents with the requirements of the Subcontract. The Subcontractor shall ensure that each copy of each Design Document identifies all changes to the Design Document from the version of the Design Document previously provided to the Contractor or, if the Design Document has not previously been provided to the Contractor, identifies all changes to the Design Document from the version included in the Principal's Project Requirements.



- (b) If within the 21 days, the Contractor gives the Subcontractor a notice stating that the Design Documents do not comply with the requirements of the Subcontract, the Subcontractor shall:
  - (i) amend the Design Documents so that they comply with the requirements of the Subcontract and any comments of the Contractor regarding the compliance of the Design Documents with the requirements of the Subcontract; and
  - (ii) promptly submit such amended Design Documents to the Contractor, in which case Clause 8.4A(a) and this Clause 8.4A(b) shall apply in relation to the amended Design Documents.
- (c) The review of or comment on any Design Documents by the Contractor in accordance with the Subcontract is solely to monitor the performance of the Subcontractor. The Subcontractor is fully responsible for designing the relevant part of the Subcontract Works in accordance with the Subcontract.
- (d) The Subcontractor shall maintain a register of all Design Documents and, upon request, shall provide the Contractor with a copy of the register.
- (e) The Subcontractor shall not:
  - (i) commence any part of the construction, manufacture, supply or installation of the relevant part of the Subcontract Works until:
    - (A) the Design Documents relevant to that part of the Subcontract Works have been provided to the Contractor in accordance with this Clause 8.4A;
    - (B) the time period by which the Contractor may review and comment on the Design Documents has expired; and
    - (C) the Design Documents have been amended in accordance with comments made (if any) by the Contractor under this Clause 8.4A; and
  - (ii) without limiting Clause 36, make any amendments to the Design Documents unless the proposed amendments have been provided to the Contractor in accordance with this Clause 8.4A.

#### **56.5 Design Development and Preparation of Future Documents**

The parties acknowledge that the full scope of the Subcontract Works is not documented as at the date of the Subcontract and that further development and detailing of the design of the Subcontract Works will occur after the date of the Subcontract.

The Subcontractor shall progressively prepare such Design Documents as may be necessary or desirable to enable the Subcontractor to carry out and complete the Subcontract Works as required by the Subcontract. In doing so, the Subcontractor must:

- (a) subject to (and without limiting) the Subcontractor's rights and entitlements under Clauses 4.2, 35 and 40 (including for any variation), take account of the design preferences expressed by the Contractor, and in this regard the Contractor may reject any design not in accordance with the Principal's Project Requirements;
- (b) as design development proceeds, present design proposals to the Contractor for discussion with the Subcontractor, highlighting any material changes in the design, and, to the extent reasonably considered appropriate by the Contractor together with the design consultants, inform the Contractor on matters relating to the design documentation;
- (c) prepare Design Documents, including the drawings, specifications and/or other documents, as may be required or necessary to develop and complete the design and construction of the Subcontract Works; and



- (d) ensure that the Contractor has sufficient time, and no less than 21 days, to review Design Documents.

#### **56.6 Change to reflect design intent**

The parties agree that despite the design review provided for in this Clause 8 it may be necessary for the Contractor to address matters relating to whether aspects of the WUS achieve the design intent for the Subcontract Works. The Contractor may direct the Subcontractor to comply with the Contractor's requirements in relation to the design intent and the Subcontractor may be entitled to an extension of time or a variation in respect of the direction, subject to compliance with the requirements of Clauses 35 and 40.

### **56A SUBCONTRACTOR'S PROJECT TEAM**

The Subcontractor acknowledges and agrees that it has established a team of personnel consisting of the persons listed at Item 52 of Annexure Part A ('**Project Team**') to manage and perform the Subcontract Works.

The Subcontractor must use its best endeavours to keep the members of the Project Team continuously employed on the Project from the date of the Subcontract until 30 days after the Date of Practical Completion or until the majority of the Defects has been rectified, whichever occurs later.

### **57 BUILDING SERVICES**

For the avoidance of doubt the Subcontractor acknowledges and agrees that the Subcontractor is responsible for the Building Services identified as the Subcontractor's responsibility at Annexure Part U, including:

- (a) enquiring about and locating those Building Services on the Site; and
- (b) maintaining those Building Services and communication connections required for the efficient performance of the WUS,

and that all costs, fees and expenses incurred by the Subcontractor as a consequence of or in relation to the above work is included in the Subcontract Sum.

### **58 HOARDINGS, NAME BOARDS AND SIGNS**

The Subcontractor agrees not to erect any hoardings, name boards, signs or advertising (excluding statutory signage) on, in or around the Site without the Contractor's prior written consent. The costs associated with any such hoardings, name boards, signs or advertising consented to by the Contractor shall be borne by the Subcontractor. In the event of the erection of a Site tower crane, the Subcontractor shall, upon request by the Contractor and at the Contractor's cost in addition to the Subcontract Sum:

- (a) allow an illuminated sign, reflecting the name and company logo of the Principal, to be installed at boom level; and
- (b) design and maintain an attachment for the Principal's flag and ensure that it remains hung from the tower crane for the entire period the crane is present on the Site.

The Subcontractor acknowledges that the Contractor will erect marketing and branding signage on the hoardings and the Subcontractor shall not interfere with that signage in any way during the carrying out of the WUS, including by placing any signage on that signage.

The Subcontractor shall not erect any signage on the face of any hoarding or scaffold located on the Site during the carrying out of WUS that is visible from any boundary of the Site without the approval of the Contractor.



## **59 GENERAL INTERPRETATION**

The Subcontract may only be amended, supplemented, replaced or novated by another document signed by all of the parties to the Subcontract.

## **60 FINANCING**

The Subcontractor acknowledges that the Principal is obtaining funding for the Subcontract Works from the Financier and the Subcontractor agrees to do all things reasonably required by the Contractor to assist the Principal in relation to such funding for the Subcontract Works including, if necessary, the preparation of a schedule of Milestones in accordance with the Financier's requirements.

## **61 NOT USED**

## **62 SITE MEETINGS**

The Subcontractor must until the Date of Practical Completion, ensure an appropriate representative attends all Site meetings and if directed by the Contractor to do so, attend project control group meetings under the Main Contract.

## **63 ONGOING OPERATIONS**

The Subcontractor:

- (a) acknowledges that activities in buildings and areas forming part of the Site, adjoining the Site or in the vicinity of the Site will continue during the carrying out of the WUS ('ongoing operations');
- (b) shall, during the carrying out of the WUS, ensure that the persons carrying out the ongoing operations continue to have quiet enjoyment of their premises;
- (c) shall:
  - (i) maintain continuous and safe access to the ongoing operations for any person;
  - (ii) use all reasonable endeavours to minimise nuisance to the tenants and other occupiers and invitees of buildings and areas forming part of the Site, adjoining the Site and in the vicinity of the Site, adjacent areas and nearby premises;
  - (iii) comply with any direction of the Contractor in this regard; and
  - (iv) indemnify the Contractor against any claim, cost, expense, loss, damage or other liability suffered or incurred by the Contractor (including in relation to loss of revenue, profit or other economic loss) to the extent it arises from a breach by the Subcontractor of this Clause 63.

## **63A DESIGN MEETINGS**

This clause 63A shall only apply if Item 11A of Annexure Part A provides that the Subcontractor has design obligations and responsibilities under the Subcontract.

The Subcontractor must until the Date of Practical Completion, ensure an appropriate representative attends all design meetings if directed by the Contractor to do so.

## **63B SUBCONTRACTOR'S REPORTING AND RELATED OBLIGATIONS**

The Subcontractor shall:

- (a) provide a monthly written report to the Contractor, in a form approved by the Contractor, which sets out:
  - (i) the progress of design and construction and the effect of any variations;



- (ii) details of any activities which are behind the progress;
- (iii) detailed schedule update, which should be measured and marked up against the Subcontractor's Program provided under Clause 33.2;
- (iv) any foreseen delays to future activities;
- (v) the status of all activities on which work is being undertaken;
- (vi) details of all current or proposed Secondary Subcontractors;
- (vii) details of daily staff levels of the Subcontractor and all Secondary Subcontractors on the Site;
- (viii) evidence of compliance with quality assurance requirements;
- (ix) expenditure against predicted cash flow and budget;
- (x) industrial relations issues affecting (or which may affect) the Project;
- (xi) any issues arising in respect of materials management;
- (xii) strategies implemented or proposed to overcome problems, including corrective action statements for catching up lost time or avoiding potential delays; and
- (xiii) any other matter reasonably required by the Contractor;
- (b) give the Contractor, within a reasonable time after a request, any information in connection with the Project which the Contractor reasonably requires;
- (c) advise the Contractor (in writing, if required by the Contractor) of suitable courses of action in relation to matters raised in Site meetings; and
- (d) establish and maintain any records which the Contractor reasonably requires.

## **64 WORK HEALTH AND SAFETY**

### **64.1 Compliance with WHS Laws**

- (a) At all times during the undertaking of the WUS the Subcontractor shall identify and exercise all necessary precautions and take all reasonably practicable steps to ensure the health and safety of all persons on the Site or who may be affected by WUS.
- (b) The Subcontractor:
  - (i) shall comply and shall ensure that it and the Secondary Subcontractors and both of their employees and agents comply with the WHS Laws and the WHS Regulations;
  - (ii) warrants that it is familiar with and has the capability, appropriate resources and processes to comply with the WHS Laws and the WHS Regulations;
  - (iii) shall develop and implement WHS processes and programs, including a subcontractor management system, to identify and manage WHS requirements; and
  - (iv) shall ensure that any person engaged to provide any part of WUS who is required by any Legislative Requirement to have an Approval in order to perform that part of WUS has obtained the Approval prior to the commencement of that part of WUS.

### **64.2 Control and management of risks**

- (a) The Contractor and the Subcontractor acknowledge and agree that the Subcontractor has control of:



- (i) the manner in which WUS is performed; and
  - (ii) all matters arising out of or as a consequence of the carrying out of or failure to carry out WUS that give rise or may give rise to risks to the health or safety of any person.
- (b) The Subcontractor shall, prior to the performance of any part of the WUS:
  - (i) undertake an assessment of the WHS risks associated with the performance of WUS and identify and take all reasonably practicable steps to implement appropriate WHS risk control measures to eliminate or, if that is not reasonably practicable, to minimise, all such WHS risks; and
  - (ii) as required by the Contractor, provide the Contractor with details of the WHS risk assessment undertaken and evidence of implementation of appropriate WHS risk control measures required under subclause 64.2(b)(i).

#### **64.3 Appointment of Contractor as Principal Contractor**

The Subcontractor acknowledges that the Contractor has been appointed as 'principal contractor' for the purposes of the WHS Regulation and that it must comply with directions of the Contractor on WHS Laws and WHS Regulations matters.

#### **64.4 Consultation, cooperation and coordination**

The Subcontractor shall, so far as reasonably practicable, consult, cooperate and coordinate WUS with:

- (a) any person identified in Clause 27 who accesses the Site or performs WUS; or
  - (b) any person who has control of access to or from the Site or WUS,
- so as to achieve effective coordination of activities to ensure optimal health and safety risk management and to enable:
- (c) the Contractor, the Subcontractor and any person identified in Clause 27; and
  - (d) any person who has control of access to or from the Site or WUS,
- to comply with their respective obligations under all relevant WHS Laws.

#### **64.5 Subcontractor's reporting obligations**

- (a) The Subcontractor shall on the date required by the Contractor submit to the Contractor a report setting out all WHS issues relating to WUS in relation to the previous month. The report shall include the following:
  - (i) information regarding any Workplace safety incidents or near-misses including:
    - (A) details of the date, time and nature of the incidents or near-misses; and
    - (B) any action taken by the Subcontractor or any other person to eliminate or reduce risks to health and safety arising from the incidents or near-misses; and
  - (ii) certification to the Contractor that:
    - (A) the Subcontractor has complied with the requirements of the WHS Laws applicable to it as a contractor and, if not, details of the extent to which it has not done so; and
    - (B) each of the Subcontractor's employees and Secondary Subcontractors have complied with the requirements of the WHS Laws applicable to the employee or the Secondary Subcontractor.



- (b) The Contractor may require the Subcontractor to include additional information in the report required under subclause 64.5(a).

**64.6 Notification and provision of information**

- (a) Subject to subclause 64.6(c), the Subcontractor shall:
  - (i) immediately orally notify the Contractor of any incident, lost time incident or injury which occurs during the undertaking of WUS;
  - (ii) within 1 Business Day of any incident, lost time incident or injury referred to in subclause 64.6(a)(i), provide a report to the Contractor giving complete details of the incident, lost time incident, injury or damage, including the results of investigations into its cause and any recommendations or strategies for prevention of a recurrence;
  - (iii) immediately notify the Contractor of any act, fact or circumstance associated with the activities of the Subcontractor or any other person that might affect the ability of the Subcontractor to perform any part of WUS in a manner that is safe and without risks to the health or safety of any person;
  - (iv) prior to the commencement of WUS, provide the Contractor with a copy of any Approval that any person engaged to provide any part of the WUS is required by any Legislative Requirement (other than any development approval or modification to a development approval) to have in order to perform that part of WUS;
  - (v) maintain and prepare such necessary records, documents and information concerning the health, safety and welfare of persons arising out of or as a consequence of the carrying out of or failure to carry out WUS;
  - (vi) as the Contractor may require, provide a report to the Contractor concerning:
    - (A) the health, safety and welfare of persons arising out of or as a consequence of the carrying out of or failure to carry out WUS; and
    - (B) the Subcontractor's compliance or non-compliance with its WHS obligations under the Subcontract;
  - (vii) at all reasonable times provide the Contractor with access to such records, documents and information as may be necessary to establish the Subcontractor's compliance or non-compliance with its WHS obligations under the Subcontract;
  - (viii) as the Contractor may require, provide the Contractor with audits of the Subcontractor's WHS management system and the Subcontractor's:
    - (A) compliance with the Principal Contractor WHS Management Plan;
    - (B) WHS Management Plan; or
    - (C) Safe Work Method Statement, as applicable;
  - (ix) before the Subcontractor commences WUS, provide the Contractor with a copy of the Subcontractor's WHS Management Plan; and
  - (x) if WUS includes the carrying out of High Risk Construction Work, before the Subcontractor commences the High Risk Construction Work, provide the Contractor with a copy of the Subcontractor's Safe Work Method Statement.
- (b) Subject to subclause 64.6(c), if the Subcontractor is required by any Legislative Requirement to give any notice of any event specified in subclause 64.6(a)(i) to an appropriate Authority, the Subcontractor shall at the same time or as soon practicable thereafter give a copy of the notice to the Contractor.



- (c) Any review or inspection by the Contractor of any information provided by the Subcontractor under subclause 64.6(a) or subclause 64.6(b) shall not constitute the verification or acceptance by the Contractor of the adequacy of the information, which remains the sole responsibility of the Subcontractor.

## **65 ENVIRONMENT**

The Subcontractor must ensure that it and its employees, agents and Secondary Subcontractors, in carrying out the WUS:

- (a) comply with all Legislative Requirements and all reasonable directions from the Contractor relating to the protection of the environment; and
- (b) do not pollute, contaminate or otherwise harm the environment.

If, in the reasonable opinion of the Contractor, the Subcontractor fails to comply with any of its obligations under this Clause 65, the Contractor may take whatever action it reasonably considers necessary to remedy the failure.

The Subcontractor must (to the extent caused by it) indemnify the Contractor from and against all costs, losses, expenses and claims (including any legal costs, on an indemnity basis, and any fines or penalties) the Contractor incurs or suffers in connection with:

- (a) the Subcontractor's failure to comply with any requirement of this Clause 65; and
- (b) any action taken by the Contractor under this Clause 65.

## **66 MAINTENANCE**

During the period commencing from the issue of the Occupation Certificate until the expiry of the Defects Liability Period, the Subcontractor must, at its own cost and to the satisfaction of the Contractor, provide maintenance in relation to all of the Subcontract Works, including the Building Services identified as the Subcontractor's responsibility at Annexure Part U, to the extent required by the Principal's Project Requirements, to ensure that the Subcontract Works are and remain in accordance with the requirements of the Subcontract.

## **67 CIVIL LIABILITY ACT**

The operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities of the parties with respect to any matter to which Part 4 of that Act would apply but for this Clause 67.

## **68 HOME BUILDING LEGISLATION**

- (a) The provisions of this Clause 68 apply to the extent that WUS is residential building work.
- (b) The Subcontractor warrants that:
  - (i) the work will be done with due care and skill and in accordance with the plans and specifications set out in the Subcontract;
  - (ii) all materials supplied by the Subcontractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Subcontract, those materials will be new;
  - (iii) the work will be done in accordance with and will comply with the Home Building Legislation or any other law;
  - (iv) the work will be done with due diligence and within the time stipulated in the Subcontract, or if no time is stipulated, within a reasonable time;



- (v) if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
  - (vi) the work and all materials used in doing the work will be reasonably fit for the specified purpose or result, if the Contractor expressly makes it known to the Subcontractor, the particular purpose for which the work is required or the result that the Contractor desires the work to achieve, so as to show that the Contractor relies on the Subcontractor's skill and judgment.
- (c) All work done under this Subcontract will comply with:
- (i) the Building Code (to the extent required under the EPA Act, including any regulation or other instrument made under that Act);
  - (ii) all other relevant codes, standards and specifications that the work is required to comply with under any law; and
  - (iii) the conditions of any relevant development consent or complying development certificate.
- (d) Despite Clause 68(c), this Subcontract may limit the liability of the Subcontractor for a failure to comply with Clause 68(c) if the failure relates solely to:
- (i) a design or specification prepared by or on behalf of the Contractor (but not by or on behalf of the Subcontractor); or
  - (ii) a design or specification required by the Contractor, if the Subcontractor has advised the Contractor in writing that the design or specification contravenes Clause 68(c).
- (e) For the purpose of:
- (i) Clause 68(a), Clause 68(b) and Clause 68(g), 'residential building work' has the meaning given to that term in the Home Building Legislation; and
  - (ii) Clause 68(b), 'dwelling' has the meaning given to that term in the Home Building Legislation.
- (f) The Subcontractor acknowledges and agrees that Clauses 68(b), 68(c) and 68(d):
- (i) are required by the Home Building Legislation; and
  - (ii) do not derogate from the other provisions of the Subcontract.
- (g) For the purposes of the Home Building Legislation, the completion of residential building work occurs on the Date of Practical Completion.

## **69 PERSONAL PROPERTY SECURITIES ACT**

- (a) In this Clause:
- (i) '**Financing Statement**' has the meaning given to it in the PPSA;
  - (ii) '**Financing Change Statement**' has the meaning given to it in the PPSA;
  - (iii) '**PPS Register**' means the Personal Property Securities Register established under section 147 of the PPSA;
  - (iv) '**PPSA**' means the *Personal Property Securities Act 2009* (Cth);
  - (v) '**Security Agreement**' has the meaning given to it in the PPSA;
  - (vi) '**Security Interest**' has the meaning given to it in the PPSA; and



- (vii) **‘Verification Statement’** has the meaning given to it in the PPSA.
- (b) The Subcontractor acknowledges and agrees that:
  - (i) the Subcontract constitutes a Security Agreement; and
  - (ii) subclause 44.5 creates a Security Interest of the Contractor in:
    - (A) such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Subcontractor; and
    - (B) all Design Documents and other documents, information, materials and the like produced by the Subcontractor,
- (‘Collateral’).
- (c) The Subcontractor:
  - (i) consents to the Contractor registering the Contractor’s Security Interest in the Collateral; and
  - (ii) shall ensure that each Secondary Subcontractor consents to the Contractor registering the Contractor’s Security Interest in the Collateral.
- (d) The Subcontractor undertakes to:
  - (i) promptly sign any further documents and provide any further information (such information to be complete, accurate and up-to date in all respects) which the Contractor may reasonably require to:
    - (A) register a Financing Statement or Financing Change Statement on the PPS Register in relation to a Security Interest in the Collateral;
    - (B) register any other document on the PPS Register which is necessary to perfect the Contractor’s Security Interest in the Collateral; or
    - (C) correct a defect in any document referred to in Clause 69(d)(i)(A) or Clause 69(d)(i)(B); and
  - (ii) keep full and complete records of the Collateral.
- (e) The Contractor and the Subcontractor agree that, subject to the terms of the Subcontract and to the extent permitted by law, the following provisions of the PPSA do not apply to the Subcontract:
  - (i) section 95;
  - (ii) section 121(4);
  - (iii) section 125;
  - (iv) section 129;
  - (v) section 130;
  - (vi) section 132(3)(d);
  - (vii) section 132(4);
  - (viii) section 135;
  - (ix) section 142; and
  - (x) section 143.
- (f) Unless otherwise agreed to by the Contractor, the Subcontractor waives its right to receive a Verification Statement in accordance with section 157 of the PPSA.



## 70 SURVEY DOCUMENTS

The Subcontractor will provide reasonable access and assistance to the Contractor's surveyor for the purposes of preparing the final Strata Plan and final Stratum Plan.

## 71 DEMOLITION

The Subcontractor must undertake the demolition of existing structures on the Site and any earthworks or excavation required as part of the WUS in accordance with the Development Approval and Design Documents.

## 72 SALES CONTRACTS

- (a) Without limiting any other term or condition of the Subcontract, the Subcontractor:
  - (i) acknowledges the existence of Sales Contracts;
  - (ii) acknowledges that the Contractor may be liable to the Principal for loss, cost, expense, damage, compensation or claim relating to a default of a Sales Contract; and
  - (iii) must, to the extent applicable, carry out its obligations under the Subcontract so that the Contractor is not in default under any of the Sales Contracts.
- (b) The Subcontractor acknowledges that Purchasers have a right under their respective Sales Contracts to have Defects in their apartment rectified after completion of their purchase.
- (c) Following Practical Completion, the Contractor may provide the Subcontractor with:
  - (i) lists from Purchasers setting out Defects within their apartment; and
  - (ii) a list of Defects within any apartment still owned by the Contractor, (together, **Purchaser Defects**).
- (d) The Subcontractor must:
  - (i) rectify all Purchaser Defects notified under the preceding paragraph (c) in accordance with the Contractor's directions; and
  - (ii) co-operate with Purchasers and the Contractor's agent in enabling the inspection of the Subcontract Works by Purchasers which shall not take place earlier than 6 weeks before the anticipated date of practical completion under the Main Contract.
- (e) The Subcontractor acknowledges that under the Sales Contract, the Purchaser has an entitlement to rescind the Sales Contract for certain changes to the layout of the apartment or for delays to the handing over of their apartment.
- (f) In the event that the Subcontractor is of the view that a direction from the Contractor may entitle a Purchaser to rescind its Sales Contract, the Subcontractor must first seek clarification from the Contractor (as the case may be) as to the work to be undertaken. The Contractor shall promptly give a direction to the Subcontractor as to what work is to be undertaken and the Subcontractor shall comply with that direction. Any delay caused to WUS as a result of such direction will entitle the Subcontractor to an extension of time in accordance with and subject to the Subcontractor's compliance with, and subject to, Clause 35.
- (g) If as a result of the Subcontractor's act, omission, default or breach under this Clause 72 or any other term of the Subcontract, a Purchaser rescinds a Sales Contract, the Subcontractor indemnifies (but then only to the extent of its contribution) the Contractor against any loss, cost, expense, damage, compensation or claim arising



from such occurrence. This paragraph (g) does not apply in circumstances where the Subcontractor has sought clarification of a direction from the Contractor in accordance with the preceding paragraph (f).



**ANNEXURE to the Australian Standard  
General Conditions of Subcontract 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 Subcontract, is to be attached to these General Conditions of Subcontract and shall be read as part of the Subcontract.

**Item**

1. The law applicable is that of the State or Territory of:  
(Clause 1) New South Wales  
.....  
(if nothing stated, the State or Territory where the Site is located)
2. Payments under the Subcontract shall be made at:  
(Clause 1) Sydney  
.....
3. The Contractor:  
(Clause 1) Westbourne Constructions Pty Limited  
ACN: 100 473 907
4. The address of the Contractor: Address: Suite 23, 12 Tryon Road, Lindfield NSW 2070  
Phone: (02) 9413 8442  
Fax: (02) 9413 8441  
Email: anthony@westbourne.net.au
5. The Subcontractor:  
(Clause 1) Fine Line Fire Protection Pty Limited  
ACN: 614 294 567
6. The address of the Subcontractor: Address: 1/18 Anvil Road, Seven Hills NSW 2147  
Phone: 0431 414 218  
Fax:  
Email: jbrown@finelinefireprotection.com.au
7. Not used
8. Subcontract Sum \$ 1,521,400.00
9. The Date ~~or period of time~~ for Practical Completion:  
(Clause 1) 17/11/18
10. Design:  
(Clause 1) (A) A Design is included in the Principal's Project Requirements.  
  
(B) The documents stating the Design are:  
  
The documents, including drawings and specifications, listed in Annexure Part F.



11.	The Principal's Project Requirements are described in the following documents (additional to those listed in the Annexure item for Design): (Clause 1)	Documents describing the Principal's Project Requirements are:  (A) Design (if included in Annexure item 10); and  (B) . the documents set out or referred to in Annexure Part P						
11A	Does the Subcontractor have design responsibilities and obligations as part of the WUS (that is, is the Subcontract a design & construct agreement):	Yes / <del>No</del> (if neither option is struck out, yes)						
12.	Limits of accuracy applying to quantities for which the Contractor accepted a rate or rates: (Clause 3.3(b))	Upper limit: Not applicable  Lower limit: Not applicable						
13.	Subcontractor shall provide security in the amount of: (Clause 5.2)	5% of the Subcontract Sum consisting of:  <del>(a) 2 bank guarantees, each in the amount of 2.5% of the Subcontract Sum, or</del>  (b) retention monies, in the amount of 5% of the Subcontract Sum						
14.	Not used	-						
15.	Retention moneys shall be deducted progressively as follows: (Clause 5.5)	10% of the scheduled amount (grossed up to exclude the deduction of retention moneys) determined by the Contractor under Clause 42.1A, up to 5% of the Subcontract Sum.						
16.	Not used	-						
17.	The percentage to which the Contractor's entitlement to security and retention moneys is reduced to: (Clause 5.8)	50 per cent ..... (if nothing stated, 50 per cent)						
18.	Not used	-						
19.	Not used	-						
20.	The number of copies of documents to be supplied by the Contractor: (Clause 8.3)	One copy, in electronic form PDF files. ..... (if nothing stated, 5 copies)						
21.	Documents, number of copies, and the times or design stages at which they are to be supplied by the Subcontractor: (Clause 8.4)	<table> <tr> <td><u>DOCUMENTS</u></td> <td><u>NUMBER OF</u></td> <td><u>TIME/</u></td> </tr> <tr> <td></td> <td><u>COPIES</u></td> <td><u>DESIGN STAGE</u></td> </tr> </table>	<u>DOCUMENTS</u>	<u>NUMBER OF</u>	<u>TIME/</u>		<u>COPIES</u>	<u>DESIGN STAGE</u>
<u>DOCUMENTS</u>	<u>NUMBER OF</u>	<u>TIME/</u>						
	<u>COPIES</u>	<u>DESIGN STAGE</u>						



22. The time within which the Contractor must give a direction as to the suitability of documents:  
(Clause 8.4) 10 Business Days
23. Work which cannot be subcontracted without approval:  
(Clause 9.2)
- |  | <u>WORK BY CONSULTANTS</u> | <u>WORK BY OTHERS</u> |
|--|----------------------------|-----------------------|
|  | .....                      |                       |
|  | .....                      |                       |
|  | .....                      |                       |
- 23A. Work which requires the Subcontractor (and any Secondary Subcontractor) to provide a Subcontractor's Side Deed:  
(Clause 9.2)
- Piling
  - Bricklayer
  - Earthworks/ Civil Subcontract Works
  - Hydraulics
  - Electrical
  - Fire Services
  - Joinery
  - Lifts
  - Mechanical
  - Concreter
  - Formworker
  - Gyprockers
  - Joinery
  - Post tension
  - Precast
  - Waterproofing
  - Windows & Glazing
  - Tiling
24. Subcontractors whose contracts the Contractor may direct be novated:  
(Clause 10)
- ~~Scott Carver Pty Ltd ABN 38 002 570 854;~~  
 Insync Services Pty Ltd ACN 150 234 870;  
~~Van Der Meer Holdings Pty Limited ACN 158 262 876~~  
 Total Surveying Solutions Pty Ltd ACN 603 458 546
25. The percentage for profit, overhead and attendance:  
(Clause 11(ii)) 0%
26. Not used
27. Legislative Requirements not required to be satisfied by Subcontractor:  
(Clause 14.1) .....
28. Insurance of the WUS  
(Clause 18)
- (a) The amount for demolition and removal of debris:  
(Clause 18(ii)) 10%..... \$ .....
- (b) The amount for consultants' fees: 5%..... \$ .....



- (Clause 18(iii))
- (c) The value of materials or things to be supplied by the Contractor: 5% ..... \$ .....  
(Clause 18(iv))
- (d) The additional amount or percentage: 5% ..... \$ .....  
(Clause 18(v))
29. Not used
30. Public liability policy of insurance, the amount of public liability insurance shall be not less than: \$20,000,000  
(Clause 19)
31. Amount of Subcontractor's professional indemnity insurance shall be not less than: \$10,000,000  
(Clause 21)
32. Period for which Subcontractor's professional indemnity insurance shall be maintained after expiry of the Defects Liability Period: 7 years  
(Clause 21)
33. Categories of Subcontractor's Consultants and amounts of Subcontractor's Consultants' professional indemnity insurance: CATEGORY AMOUNT \$  
(Clause 21)
- |            |              |
|------------|--------------|
| Architect  | \$20 million |
| Structural | \$20 million |
| Hydraulic  | \$10 million |
| Mechanical | \$10 million |
| Electrical | \$10 million |
| Fire       | \$10 million |
34. Period for which each Subcontractor's Consultant's professional indemnity insurance shall be maintained after expiry of the Defects Liability Period: 7 years  
(Clause 21)
35. The time by which access to the Site shall be given: ....  
(Clause 27.1)
36. Not used ....
37. The time by, or periods within which the Contractor is to furnish information, materials, documents or instructions to the Subcontractor: INFORMATION, MATERIALS, DOCUMENTS OR INSTRUCTIONS TIME/ PERIOD  
(Clause 33.1)
- |     |                                 |
|-----|---------------------------------|
| Any | 14 days from the date requested |
|-----|---------------------------------|
38. Not used -
39. Rate of liquidated damages: \$ 10,000 per calendar day



	(Clause 35.6)	
40.	Limit of liquidated damages: (Clause 35.7)	Not Used
41.	Rate of Main Contract liquidated damages (Clause 35.8)	\$14,975 per calendar day
42.	Additional events which shall entitle the Subcontractor to delay or disruption costs (Clause 36)	None
43.	Delay and/or disruption costs, daily maximum limit: (Clause 36)	
44.	The Defects Liability Period (Clause 37)	52 weeks
45.	Valuation	
	(a) The charge for overheads, administrative costs, site supervision, establishment costs, attendance and profit for Daywork: (Clause 41(f))	0%
	(b) The percentage for profit, preliminaries, on-Site overheads and off-site overheads (Clause 40.5)	0%
	(c) The percentage for overheads but not profit or loss of profit, for delay or disruption (Clause 40.5)	0%
46.	Progress claims, times under the Subcontract for payment claims: (Clause 42.1)	The 25 <sup>th</sup> day of each month for works completed up to the 25 <sup>th</sup> of the month, up to the issue of the Certificate of Practical Completion, and only in months in which WUS is performed in that month
47.	Unfixed plant and materials for which payment claims may be made before they are incorporated in the Subcontract Works: (Clause 42.2)	<del>Lifts</del> <del>Precast items</del> <del>Façade</del> Landscaping
48.	The amount of additional security for unfixed plant and materials: (Clause 42.2)	Amount claimed by the Subcontractor for the relevant item
49.	The rate of interest on overdue payments: (Clause 42.7)	The rate stated in the Security of Payment Act
50.	The delay in giving access to the Site which shall be a substantial breach: (Clause 44.7(c))	Not applicable .....



- |               |   |  |              |               |            |          |             |          |               |                 |
|---------------|---|--|--------------|---------------|------------|----------|-------------|----------|---------------|-----------------|
| 51.           | The delay in giving possession of the Site or sufficient of the Site which shall be a substantial breach:<br>(Clause 44.7(d)) | Not applicable<br>.....  |              |               |            |          |             |          |               |                 |
| 52.           | Project Team<br>(clause 56A)  | <table border="0"> <tr> <td style="padding-right: 20px;"><i>Name:</i></td> <td><i>Title:</i></td> </tr> <tr> <td>Joel Brown</td> <td>Director</td> </tr> <tr> <td>David James</td> <td>Designer</td> </tr> <tr> <td>Josh Vigenser</td> <td>Project Manager</td> </tr> </table> | <i>Name:</i> | <i>Title:</i> | Joel Brown | Director | David James | Designer | Josh Vigenser | Project Manager |
| <i>Name:</i>  | <i>Title:</i>   |  |              |               |            |          |             |          |               |                 |
| Joel Brown    | Director  |  |              |               |            |          |             |          |               |                 |
| David James   | Designer  |  |              |               |            |          |             |          |               |                 |
| Josh Vigenser | Project Manager   |  |              |               |            |          |             |          |               |                 |



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

# PART B

## SUBCONTRACT WORKS

### (Clause 1)

#### SCHEDULE 1 - SCHEDULE OF SCOPE OF WORKS

##### 1.1 Trade Specific Items – Detailed Description of the Work Element

The Subcontractor shall provide all design, shop drawings, procurement, programme, supervision, labour, materials, materials handling, manufacture, supply, installation, waste & environmental management, plant & equipment, testing, commissioning, maintenance, warranty and all incidental items necessary to complete and warrant all **Combined Fire Hydrant & Sprinkler** works as described in but not limited to the following:

- 1.1.1 The scope of work is to be carried out in accordance with the documentation, drawings and specifications provided and further details issued from time to time for clarification. No variation will be granted from the interpretation or non-compliance with the conditions. If the work is required to complete the Subcontractors works to the full compliance of project and relevant performance and regulatory standards, then it is deemed to be included in the Subcontractors price.
- 1.1.2 The Subcontractor agrees that with respect the Scope of the Works they will interpret and execute to the reasonable satisfaction of the Contractor to the standard of professional care, skill, judgement and diligence expected of a professional Fire Protection Services Subcontractor providing such services.
- 1.1.3 The Subcontractor understands that the Scope of Works does not fully describe the works and that the Subcontractor needs to allow for all necessary works under a Design and Construct contract to ensure they meet all the respective standards, codes, specifications, legislative requirements, briefs etc. The design briefs by Insync are to be considered minimum requirements. The Subcontractor needs to equal or better these briefs in relationship to their works.
- 1.1.4 The various documents forming the contract are to be taken as mutually explanatory of one another. What is required by or contained in one of them shall be as binding as if required by or contained in all of them.
- 1.1.5 The Subcontractor has allowed to comply with all contract documents and specifications including but not limited to:
  - 1.1.5.1 Principals Project Requirements;
  - 1.1.5.2 Purchaser Sales Contract including Schedule of Finishes & Fixtures;
  - 1.1.5.3 Purchaser Variations;
  - 1.1.5.4 Acoustic Reports & Specifications;
  - 1.1.5.5 BCA Assessment Reports;
  - 1.1.5.6 Marketing Plans;
  - 1.1.5.7 Fire Engineering Reports;
  - 1.1.5.8 BASIX & NatHERS Reports & Specifications;



- 1.1.5.9 Section J of BCA;
- 1.1.5.10 Fire NSW FEBQ;
- 1.1.5.11 Access & Disability Reports;
- 1.1.5.12 Programmes;
- 1.1.5.13 Contract Drawings and Documents;
- 1.1.5.14 Architectural Drawings and Specifications;
- 1.1.5.15 Services Drawings and Specifications;
- 1.1.5.16 Additional tender documents and correspondence;
- 1.1.5.17 DA Conditions;
- 1.1.6 The Subcontractor has allowed to include design, supply, installation, commissioning, certification, warranty & maintenance of Combined Fire Hydrant and Sprinkler Services to all internal & external areas on the project including to develop, amend and finalise the design to the approval of the Contractor, Architect, Peer Review Consultant and Client. The scope comprises the provision of Fire Hydrant and Sprinklers to, but not limited to the following:
  - 1.1.6.1 Apartments - Bedrooms, Living Rooms, Kitchens, Bathrooms, Terraces, Balconies, Studies Adaptable Areas;
  - 1.1.6.2 Foyers / Common Areas / Basements / Air Plenums;
  - 1.1.6.3 Linen Cupboards
  - 1.1.6.4 Plant areas / rooms;
  - 1.1.6.5 RSL Tenancy;
  - 1.1.6.6 Wesley Mission Tenancy;
  - 1.1.6.7 Retail;
  - 1.1.6.8 Roof areas;
  - 1.1.6.9 Lift pits and shafts;
  - 1.1.6.10 Garbage chutes;
  - 1.1.6.11 Fire, Hydraulic and Electrical Services and associated interfacing;
  - 1.1.6.12 Landscape Services (Podium, Community Room, Roof top, etc.);
  - 1.1.6.13 Temporary and Final Extinguisher services for the construction site and Contractor amenities;
- 1.1.7 The Subcontractor has allowed to include, but not limited to the design, supply and installation of the following:
  - 1.1.7.1 All as necessary to complete the works to an approved level and compliance with the Australian Standards, BCA and all Authorities requirements (e.g. Council - DA conditions etc.);
  - 1.1.7.2 Supply and installation of all over and under flashings related to the Subcontractor's WUS;
  - 1.1.7.3 High temp sprinklers in lift pits and shaft;
  - 1.1.7.4 Garbage chute sprinklers at top of each chute and within the chute on every second level;
  - 1.1.7.5 Booster pumps as required - supplied and installed in duty / standby arrangement;



- 1.1.7.6 Fire hydrant service control panel complete with interface connection to FIP by Electrician;
- 1.1.7.7 Backflow prevention device - double detector check valve assembly;
- 1.1.7.8 Fire hydrant landing valves as required;
- 1.1.7.9 Fire sprinkler alarm valve sets within fire stairs at each level;
- 1.1.7.10 Sprinkler control valves, pressure switches;
- 1.1.7.11 Annubar - Waste and Test including lines, valves as required;
- 1.1.7.12 Branches from each alarm valve to flow switches on each level;
- 1.1.7.13 Pressure reduction stations;
- 1.1.7.14 Monitored isolation valves if required;
- 1.1.7.15 Pressure switch/monitored valves for wiring termination to sprinkler system;
- 1.1.7.16 Booster & Jacking pumps;
- 1.1.7.17 Pressure zoning - 1000 / 1200 kPa sprinkler / hydrant installations - 50m in each zone (2 Zones);
- 1.1.7.18 On-site relay pump if required incl. pressure reduction stations;
- 1.1.7.19 Metering - detector check valve assembly;
- 1.1.7.20 Fire brigade booster valve assembly;
- 1.1.7.21 Full capacity, diesel fire service pump connected to the on-site water storage tank (diesel) - Kelair Pumps including battery enclosures as specified;
- 1.1.7.22 Full capacity, electric fire service pump connected to the mains water connection - Kelair Pumps;
- 1.1.7.23 Labelling, name plates and signage as required;
- 1.1.7.24 Pump control panels;
- 1.1.7.25 Wiring and interconnection between equipment;
- 1.1.7.26 Fire trips and signals to interface with the dry fire systems;
- 1.1.7.27 Penetrations / core holes as required;
- 1.1.7.28 Infill penetrations / core holes as required;
- 1.1.7.29 Block plans;
- 1.1.7.30 Access equipment for works up to 4m;
- 1.1.7.31 Mains flow enquiry if required;
- 1.1.7.32 Twelve (12) months operational maintenance and filter changing as specified in the Mechanical Brief. (Separate price).

## **1.2 Work Element 2 - Design, Shop Drawings and Engineering**

- 1.2.1 The Subcontractor shall provide fully coordinated shop drawings as required for services coordination and approval by Fire Consultant, Architect and the Contractor. The Subcontractor shall provide and technical information / data submissions, in accordance with the construction programme. All workshop drawings and documentation shall be available to the Builder in both PDF and CAD formats at no cost and issued through the project document exchange system.



- 1.2.2 The Subcontractor shall develop and complete the design & certification by a certified Engineer to meet the Principal's PPR.
- 1.2.3 The Subcontractor shall provide coordinated penetration shop drawing for the incorporation of pipe-work, stack work, conduits etc. as required and subsequent setting out inclusive of structural formed penetrations on formwork and structural steel and the verification of the locations prior and during concrete placement. The re-positioning and rectification of penetrations and the like, incorrectly co-ordinated or located will be at the Subcontractors expense.
- 1.2.4 The Subcontractor shall provide fully detailed work shop drawings which are to be coordinated with other services, the structure and other relevant trades.
- 1.2.5 The Subcontractor shall ensure that the design does not conflict with the requirements of the PPR, sales contracts, marketing drawings or display for the residential units.
- 1.2.6 The Subcontractor shall provide attendance to regular design coordination meetings and workshop sessions for the entire project including attendance by any third party appointed consultant by the Subcontractor.
- 1.2.7 The Subcontractor acknowledges that they will take lead design responsibility for the coordination of services design. The responsibility is not limited to but includes producing services overlay drawings for design coordination meetings.
- 1.2.8 The Subcontractor has allowed to co-ordinate with all contract documents and specification including fire, mechanical, electrical, architectural, structural, schedules, finishes, etc.
- 1.2.9 The Subcontractor acknowledges that where items within multiple documents contradict one another (floor plans / elevations / structural and services plans / specifications), it is deemed that the Subcontractor has allowed for the greater (includes monetary value and scope) requirement. Where any such contradiction is determined, the Subcontractor must notify the Contractor and wait for direction from the Contractor. The Subcontractor will not be entitled to any claim what so ever relating to any such direction or delay of pending direction.
- 1.2.10 The Subcontractor agrees that Fire Drawings show the approximate route of the various services. The Subcontractor shall make due allowance for all necessary diversions from the straight line, rise and fall, and adjustment of positions of equipment as may be required for the proper execution of the works.
- 1.2.11 The Subcontractor is to coordinate with services contractors for penetration requirements and provision for penetrations.
- 1.2.12 The Subcontractor shall develop and complete the design from 60% as designed by Insync and ensure full compliance of the design documentation as well as the supply, installation, testing and commissioning of the all mechanical & associated works as described. The Subcontractor shall ensure that the WUS are fit for its intended use, as documented, to full compliance of the relevant standards and codes and comply with the design intent.
- 1.2.13 The Subcontractor understands that the Technical Specification and Drawings have been prepared to a level of approximately 60%. These documents outline major concepts of Hydraulic systems and indicative sizing of pipework which is suitable for pricing purposes. However, the Subcontractor understands that this set of documents are not for construction. The design is to be developed by the Subcontractor and all pipe sizes, pump duties, capacities of all systems shall be confirmed prior to construction. The Subcontractor shall also be responsible for all coordination with other trades.
- 1.2.14 The Subcontractor shall calculate volume, effective capacity and sizes for sprinkler tanks.
- 1.2.15 The Subcontractor shall ensure the design and details comply with all relevant codes, standards and regulations and meet the requirements of all Authorities having jurisdiction over the works.



- 1.2.16 The Subcontractor is responsible to coordinate with all architectural, structural, services drawings and relevant Subcontractor shop drawings to produce shop drawings.
- 1.2.17 The Subcontractor shall provide detailed procurement, fabrication and installation programmes to the Contractor as required.
- 1.2.18 The Subcontractor shall provide workshop drawings for the confirmation of set-outs, hobs and plinth sizes, their location and structural requirements.
- 1.2.19 The Subcontractor shall allow to provide the following information on their shop drawings: -
- 1.2.20 The Subcontractor has allowed for the window system to comply with the requirements of the Acoustic Specification and Section J, BASIX thermal properties to recommended "U" values and "SHGC" values.
- 1.2.21 The Subcontractor accepts that the preparation of workshop drawings shall be scheduled to enable the necessary approvals to be gained and for the subcontractor to comply with the construction program for the installation of combined hydrant and sprinkler systems.
- 1.2.22 The Subcontractor accepts that the installation of combined hydrant and sprinkler systems shall not commence prior to the Architect's and Consultants final approval of the workshop drawings.
- 1.2.23 The Subcontractor must submit samples. No alternative items will be approved after the Architect / Client approval of the suites. These shall be a true reflection of the materials and systems used on site.
- 1.2.24 The Sub-Contractor shall provide the necessary quantity of Penetration Drawings to adequately reflect and illustrate the scope of work under this contract.
- 1.2.25 The Subcontractors design is to allow for the most onerous combination of all Hydrant and Fire Sprinklers systems defined within the contract documents and associated standards.
- 1.2.26 In the case of ambiguity between documents the Subcontractor has allowed for the worst-case scenario on its shop drawings.
- 1.2.27 The Subcontractor shall allow to provide detailed documentation indicating the positioning / location of equipment, in relation to their installation.
- 1.2.28 Workshop drawings shall clearly identify all interfacing with structural elements (including those structural elements supplied by others) and full and complete dimensioning for penetrations, fixing points and like in these structural elements.
- 1.2.29 The Subcontractor shall ensure all works are to be designed in accordance with the Fire Engineering Brief Questionnaire requirements both Draft and Final versions. The Subcontractor has allowed for all costs associated with its trade and the requirements of the FEBQ / NSW Fire Service.
- 1.2.30 The Subcontractor shall ensure compliance with the requirements of the Acoustic Reports and Specifications including reports specific to Wesley Mission.
- 1.2.31 The Subcontractor shall ensure compliance with the requirements of the Access reports, specifically doorways along an accessible path of travel to have a level threshold.
- 1.2.32 The Contractor shall not be responsible for errors in interpretation or measurements at the time of tender. The Subcontractor has analysed the documents and has allowed for Combined Hydrant and Sprinkler Systems as required and as per the design intent even if elements are not explicitly shown on the drawings.
- 1.2.33 The Subcontractor shall ensure all equipment is clearly identified with a labelling system.
- 1.2.34 The Subcontractor shall ensure powder coating colours are to the approval of the Architect. Samples to be provided for approval by the Contractor.



- 1.2.35 The Subcontractor has allowed for façade elements to be powder coated as per architectural requirements.
- 1.2.36 The Subcontractor shall submit samples and submissions of all proposed equipment to shop drawings approval as required under Brief and Specification including but not limited to:
  - 1.2.36.1 Sprinkler heads;
  - 1.2.36.2 Fire Hose Reels;
  - 1.2.36.3 Pipework
  - 1.2.36.4 Plant and Equipment;
  - 1.2.36.5 Pumps;
  - 1.2.36.6 Powder coat samples;
  - 1.2.36.7 Hardware Samples;
  - 1.2.36.8 Controls;

### **1.3 Work Element 3 – Combined Fire Hydrant and Sprinkler Services**

- 1.3.1 The Subcontractor shall provide Combined Fire Sprinkler/ Hydrant service provided throughout the building to achieve coverage in accordance with National Construction Code requirements.
- 1.3.2 The extent of works shall include but not limited to Work Cover requirements, Australian Standards, Building Code of Australia, all relevant regulations including the WUS.
- 1.3.3 The Subcontractor understands that the Combined Fire Sprinkler/ Hydrant system is an integrated system of fire sprinklers and fire hydrants and shall use combined piping reticulation and water supplies designed to simultaneously supply sufficient water to meet the flow and pressure requirements of both sprinkler and hydrant systems.
- 1.3.4 The Subcontractor shall supply and install new alarm valve sets complete with all gauges, valves, water gong, drain, pipework and fittings. Pressure switches to comply with the requirements of the NSW Fire Brigade, Council, the Insurance Council and AS 2118. The sprinkler inlet manifold shall be terminated with a blank flange.
- 1.3.5 The Subcontractor shall ensure all works to be completed to the BCA, Fire Engineered requirements and relevant Australian Standards.
- 1.3.6 The Subcontractor shall ensure all pipework associated with the annubar flow test line and waste and test drain. (run drains to stormwater system).
- 1.3.7 The Subcontractor has allowed for provision of spare sprinkler heads in a sheet metal enclosure and fixed on the wall alongside the fire alarm valve sets.
- 1.3.8 The Subcontractor shall prepare computer aided calculations of the sprinkler system and obtain Fire Brigade approval of the complete installation. (i.e. Hyena software).
- 1.3.9 The Subcontractor shall provide sprinkler heads shall be provided within hoists, lift shafts, lift pits, building services shafts, garbage chutes, lift over-runs, and lift motor rooms (or as specified), in accordance with Rule 5.6.6 of AS 2118.
- 1.3.10 Incoming town mains supply and sprinkler fire brigade booster connection shall be provided by the hydraulic contractor terminating with table 'E' flange at the sprinkler pump location.
- 1.3.11 The Subcontractor shall paint all exposed pipework oil based fire red on completion.



- 1.3.12 The Subcontractor has allowed for the fire rated sealing of all penetrations associated with the mechanical services including the certification of all fire rated and acoustic rated seals to the satisfaction of the PCA and the Acoustic Consultant prior to installation. The Subcontractor will supply and install all necessary sleeves, collars, pillows, packing and the like, and seal with approved fire and / or acoustic sealant where required in accordance with any applicable codes, standards and regulations.
- 1.3.13 The Subcontractor shall ensure acoustic treatment of all ductwork, for all required acoustic ratings and thermal performance criteria, and provision of all required spring mounts and vibration pads to plant and equipment to eliminate transmitted vibration and noise. All installation must comply with the acoustic report, specification, drawings, codes & standards. The Subcontractor has allowed to supply and install acoustic insulation/lagging to all installations within the apartments at risk of transferring noise including to all wet areas breached by Services.
- 1.3.14 The Subcontractor acknowledges that their obligations and requirements as noted in this Scope of Works takes precedence over and overrides works provided by other Subcontractors in the Insync Fire Services D&C 60% Technical Specification.
- 1.3.15 The Subcontractor has allowed to arrange, liaise and coordinate with all authority inspections to complete the works. The subcontractor shall provide an inspection programme and notify the Contractor and relevant consultants at least four (4) weeks in advance of any required inspections.
- 1.3.16 This Subcontractor has allowed to make all application and pay for all costs associated with the Authorities that are required to complete WUS. This includes but is not limited to connection fees, applications fees, inspection fees and the like.
- 1.3.17 The Subcontractor has allowed for all adaptable apartments to be in accordance with applicable Australian Standard/s, including the “provision for” adaptation in the future. The Subcontractor is deemed to have allowed for construction to either the able bodied or accessible specification. Unless instructed otherwise, the Subcontractor is to have allowed to deliver the able-bodied specification.
- 1.3.18 The Subcontractor shall provide all design, supply, installation, commissioning and certification of hydraulic works associated with fire services as required by Regulatory Authorities, and in accordance with the specification and drawings. Works including but not limited to all fire hydrants, fire hose reel assemblies including tagging, fire hydrant booster, check valve, pressure gauges, metered bypass, hydrant pump, all necessary pipes, backflow devices, valves, couplings, approved signage and all associated fixtures and fittings required for a complete system and in accordance with the current regulatory requirements.
- 1.3.19 Subcontractor is to allow for capping off and diversion where required and include for connection points.
- 1.3.20 Subcontractor shall allow to protect fire hydrant pipe work from concrete slurry, paint and the like. It shall be the Subcontractors' responsibility to clean or fully paint the pipe work if required. All hydrant penetration through slabs should be cast in and gaps will be sealed with grout.
- 1.3.21 The Subcontractor shall supply and install block plans as required, including framed and mounted hydrant / hose reel and gas services block plans to the Authorities requirements.
- 1.3.22 The Subcontractor is to provide for electronic control panels for each fire hydrant pumpset, (as required).
- 1.3.23 It is the Subcontractor responsibility to ensure that all cast-in items, penetrations, sleeves and the like are installed as required and on time. Any cost for retro-fitting items will be borne by the Subcontractor.



- 1.3.24 The Subcontractor has allowed for the dewatering of all areas in which WUS is to be carried out prior to commencing work in such areas and in particular must ensure the areas are dewatered so that WUS may proceed in safety.
- 1.3.25 The Subcontractor has included for all coring or forming of all Fire Services as required for complete installation. All core holes to be approved by the Contractor prior to undertaking works. The Subcontractor shall mark-up appropriate structural and post tensioning drawings as per the core hole approval process. Should the cores be through a post tensioned slab, it is the responsibility of the Subcontractor to ensure no tendons are damaged. Any rectification works associated with damaged cables as a result of a core holes will be borne by the Subcontractor.
- 1.3.26 The Subcontractor has allowed to seal around all vertical & horizontal penetrations including providing, grout, dry pack, fire rated sealants as required through all wall types.
- 1.3.27 For avoidance of any doubt, The Subcontractor has allowed for fire rating to all penetrations incl. fire stop collars, flex plastic sealing diaphragm etc.
- 1.3.28 For avoidance of any doubt, the Subcontractor shall be responsible for 'blocking out', penetrations in suspended slabs. The Subcontractor has allowed to provide core holes in suspended slabs and sealing around pipework for all risers to provide a neat finish. The Subcontractor shall not provide penetrations other than circular unless approved by the Contractor. Should the Subcontractor provide 'block outs', the Subcontractor shall form, dowel, grout and finish penetrations as required.
- 1.3.29 The Subcontractor has included for all cut-out's, chasing, non-formed penetrations through walls and floors and patching as required. Chasing of any service will be subject to prior approval by the Contractor. The payment of associated costs for out of sequence installation of openings will be by the Subcontractor. All cut-out's in plasterboard to be completed by the Subcontractor.
- 1.3.30 Where safety rails are in place and required to be removed to perform the contractors scheduled work, it is the contractor's responsibility to make safe this area for the for the Subcontractors scheduled area of work.
- 1.3.31 The Subcontractor is to supply & install all over and under flashings as required to ensure that any penetrations do not leak. The Subcontractor is to ensure that all pipes are sealed to structure to ensure that water does not penetrate opening.
- 1.3.32 The Subcontractor has allowed to supply and install all necessary vibration controls.
- 1.3.33 The Subcontractor shall allow to provide well in advance any plinth sizes, areas, structural requirements required for plants, machines, pumps, flues, etc.
- 1.3.34 The Subcontractor shall ensure that holes are not left open and appropriate covers are placed over open holes until they are concreted to ensure that there is no safety risk. The Subcontractor shall provide all appropriate safety signage during construction of the Works.
- 1.3.35 The Subcontractor is responsible for setting out of the works – based grid lines will be provided by the Contractor at the corners of the site. All other surveying requirements for the works are by the Subcontractor.
- 1.3.36 The Subcontractor shall co-ordinate with other services trades so as not to clash. If trades clash, the precedence shall be as follows:
  - 1.3.36.1 Service risers (hydraulics and mechanical);
  - 1.3.36.2 Hydraulic pipes (including stormwater) and fire hydrant pipework;
  - 1.3.36.3 Toilet pan corehole locations;
  - 1.3.36.4 Mechanical ducts and equipment;



#### 1.3.36.5 Electrical services.

- 1.3.37 The Subcontractor shall ensure plant and equipment is installed in a reasonable and suitable manner to provide access for future servicing, maintenance and installation or replacement.
- 1.3.38 The Subcontractor has allowed for painting, tagging and labelling of all pipework and equipment as required.
- 1.3.39 The Subcontractor shall conceal cabling reticulation in areas with no ceiling either suspended on cable tray or conduit.
- 1.3.40 The Subcontractor is to establish implement and maintain an ongoing Quality Assurance Program as required by the Contractor including updating of QA documentation and implementation as required by the Contractor. Quality Assurance register to be developed by subcontractor and submitted to the Contractor for review prior to commencement. QA to be signed off by Subcontractor and Contractor progressively, prior to commencement of next stage of works.
- 1.3.41 The Subcontractor shall provide pressure testing of stacks/pipe work on a progressive basis through ITP's and regular site visits & sign off sheets to meet the required pressure gradients documented including close liaising with the Contractor to prevent leakage of air filtration in the spaces.
- 1.3.42 The Subcontractor shall provide sample submissions for approval for all fittings and fixtures as required by the Contractor, in accordance with the brief and in advance of the Contractors programme.
- 1.3.43 The Subcontractor shall provide attendance for out of hours staging of temporary and permanent works in accordance with the Builders program.
- 1.3.44 The Subcontractor has allowed to coordinate with all other services as required. Work with Plasterboard Subcontractor and services trades i.e. where fire services abuts a window.
- 1.3.45 The Subcontractor has allowed to supply and install pipework incorporated into the window subhead for the interface with the Windows subcontractors as required. The Subcontractor shall allow to slot pipework onsite through the subhead as required.
- 1.3.46 The Subcontractor must ensure that the adjoining flashings pertaining to their plant and equipment are maintained, folded and finished as per the Contractor's instructions.
- 1.3.47 The Subcontractor has allowed for unlimited site visits to complete the works.
- 1.3.48 The Subcontractor is responsible for supplying, setting out and casting in any items required prior to the concrete slab pours. The Subcontractor will be responsible for retro-fitting and/or rectification work if this is not carried out in time of the pour.
- 1.3.49 The Subcontractor shall be responsible for storage and protection of their materials and equipment on site. The Contractor will provide no horizontal materials handling for the Subcontractor.
- 1.3.50 The Subcontractor is required to supply, erect and dismantle all scaffold and access systems required to execute the WUS below 5m in height.
- 1.3.51 The Subcontractor has allowed for acoustic and or compression seals, weather seals, silicone, backing rods, etc as required for this package.
- 1.3.52 The Subcontractor acknowledges that should there be any form of manufacturing/dimension/type fault associated with any materials sourced from overseas that the Subcontractor will source the replacement material within 24hrs from a local supplier from Sydney CBD area. The Subcontractor has allowed to supply and install suitable fall protection for the period that the correct materials are sourced.



- 1.3.53 The Subcontractor shall allow to carry out installation works from perimeter scaffold and shall allow for any modifications required to be made to the scaffold, scaffold will be removed 2 weeks after the completion of the structure. Any extension (to be agreed with the Contractor and Subcontractor) to scaffold duration due to incomplete works will be deducted from the Subcontractor sum.
- 1.3.54 The Subcontractor is responsible for setting out and levelling their own work as required.
- 1.3.55 Coordination is required for compatibility of the sealants and paint system with the waterproofing.
- 1.3.56 The Subcontractor is to make allowance for all cut outs to "house" facilities for other trades, e.g. grilles, diffusers etc and to align with adjacent substrates.
- 1.3.57 The Subcontractor has allowed all access equipment required to complete the work, including ladders, mobile scaffold, cherry pickers, scissor lifts and the like. The Subcontractors scaffold shall include a handrail or catch system where working near window openings or working using fall prevention harnesses. The Contractor shall provide perimeter scaffold only.
- 1.3.58 The Subcontractor is to ensure that other trades have completed lagging before closing up walls.
- 1.3.59 The Subcontractor has allowed to certify all sealants and acoustic elements.
- 1.3.60 The Subcontractor has allowed and understands and accepts that the contract is based on the Contractor's documentation, and that the Subcontractors quotation will only be used as a reference if needed, but terms and conditions do not form part of the contract.
- 1.3.61 The Subcontractor has allowed for all horizontal materials handling required to deliver, erect, install and remove materials.
- 1.3.62 Subcontractor has visited site and is satisfied with current site conditions for undertaking works satisfying themselves with all pre-existing conditions.
- 1.3.63 The Subcontractor will visit site on such regular basis as deemed necessary; to take all site dimensions required allowing the works to proceed without interruption.
- 1.3.64 The Subcontractor shall not charge the Contractor for any missing equipment or material.
- 1.3.65 The Subcontractor shall supply and install any additional items required for the full operation of the Fire Services System whether detailed on the drawings and specification or not.

#### **1.4 Work Element 4 – Temporary Services**

- 1.4.1 The Subcontractor shall allow to maintain temporary fire protection services to site amenities, including alterations as necessary. Temporary Site Amenities are to be provided for 300 men and to include the following:
  - 1.4.1.1 Supply Thirty (30) temporary Fire Extinguishers. The Contractor shall refill as required ;
- 1.4.2 The Subcontractor shall make all allowances as required for out of hour's cut-ins and shutdowns, work for repair, alterations, changeovers and the like.
- 1.4.3 Temporary services are not to be used / installed as final project services.

#### **1.5 Work Element 5 – Fire Sprinklers**

- 1.5.1 The Subcontractor shall provide all items required for the automatic wet pipe sprinkler system including all sprinkler heads and pipework reticulation. This includes for all sprinkler heads to be fast response throughout.
- 1.5.2 The Subcontractor shall ensure fire sprinklers shall be located such that every point of the building can be reached by a fire sprinkler spray pattern, with the exception of;
  - 1.5.2.1 Fire separated rooms containing only dry type electrical equipment;



- 1.5.2.2 Where deemed not applicable to the fire safety system as determined by a fire engineering assessment.
- 1.5.3 The Subcontractor shall provide Fire sprinkler alarm valve sets within the fire stairs located at each level. Branches extend from each alarm valve to flow switches installed on each floor level, with pipework then reticulated throughout the floor to the individual fire sprinkler heads.
  - 1.5.4 The Subcontractor understand and has allowed for the building to be fully sprinkled as it is classed over 25m in effective height.
  - 1.5.5 The Subcontractor has allowed to install sprinkler heads inside the lift shafts and rubbish chute rooms.
  - 1.5.6 The Subcontractor shall provide a credit of \$200 + GST per sprinkler head not installed (e.g. deletion of bathroom or laundry sprinklers).
  - 1.5.7 The Subcontractor shall ensure that the head height requirements are maintained. If the head height cannot be maintained, the Subcontractor shall notify the Main Contractor prior to installing pipework.
  - 1.5.8 The Subcontractor shall provide monitored isolation valves and flow switches as well as provision for drainage of test water will be provided at all floor levels. The sprinkler alarm switch and monitored valves will be connected to the Fire Brigade via the Fire Alarm Panel. The sprinkler jacking pump will be electric and automatic.
  - 1.5.9 The Subcontractor has allowed for labelling, marking and painting pipework as required as required by the BCA, Australian Standards & Relevant Authorities. Including labelling the sprinkler valve room. All pipework should be painted with an oil based fire red compliant paint.
  - 1.5.10 The Subcontractor has allowed for painting all exposed pipework.
  - 1.5.11 The Subcontractor shall provide all heads under ducts to be in wire guard.
  - 1.5.12 The Subcontractor shall provide 'fast response' type sprinklers generally. The selection of all sprinklers are to be approved in writing by the fire engineer prior to commencement of work on site.
  - 1.5.13 The Subcontractor shall provide drenchers to cover the inferior openings / walls / sliding doors where required.
  - 1.5.14 The Subcontractor has allowed to provide spare sprinkler heads to be attached in a sheet metal enclosure fixed to the wall alongside the fire pumps located in basement.
  - 1.5.15 The Subcontractor has allowed for flexi arm sprinklers if required at no additional cost to the Contractor.
  - 1.5.16 The Subcontractor has allowed for Fire Sprinkler heads including but not limited to the following: -
    - 1.5.16.1 Residential (Internal) sprinklers to be fully recessed flush mount;
    - 1.5.16.2 Residential (Balconies) sprinklers to be semi recessed side wall if required;
    - 1.5.16.3 Residential (Balconies) sprinklers to be through window subhead (Same as Mascot);
    - 1.5.16.4 Powder coating external section of residential (Balconies) sprinkler pipes;
    - 1.5.16.5 Residential (Laundry Cupboards) sprinklers to be semi recessed high temp head;
    - 1.5.16.6 Garbage Chute sprinklers to be pendant type with wire mesh guards;
    - 1.5.16.7 Office (Internal) sprinklers to be semi recessed flush mount;
    - 1.5.16.8 Office (Balconies) sprinklers to be semi recessed side wall;
    - 1.5.16.9 Powder coating to escutcheon plates;



1.5.16.10 Wire mesh guards as required.

1.5.17 The Subcontractor shall provide all Fire Sprinkler and Hydrant requirements to all apartments as stipulated in the Fire Drawings, Specification and Principal Project Requirements (PPR).

## **1.6 Work Element 6 – Water Supply**

1.6.1 The combined fire sprinkler/ hydrant system is an integrated system of fire sprinklers and fire hydrants using combined piping reticulation and water supplies designed to simultaneously supply sufficient water to meet the flow and pressure

## **1.7 Work Element 7 – Fire Extinguishers**

1.7.1 The Subcontractor shall supply, install & certify all Portable Fire Extinguishers in accordance with the BCA, Australian Standards, Fire Authority and Local Council. The Subcontractor shall issue a certificate of compliance for this essential services and provide a one-year preventative maintenance and testing in accordance with the Australian Standards.

1.7.2 The Subcontractor has allowed for works and items associated with the portable fire extinguishers including brackets, hose, nozzles, etc.

1.7.3 The portable fire extinguishers shall:

1.7.3.1 Be rechargeable;

1.7.3.2 Be hand operated;

1.7.3.3 Comply with AS2444;

1.7.3.4 Be of approved manufacturer;

1.7.3.5 Be acceptable to the Fire Authority;

1.7.3.6 Suitable for the location and materials found within the vicinity of the extinguisher.

## **1.8 Work Element 8 – Pumps**

1.8.1 The Subcontractor shall supply, install, commission and maintain: -

1.8.1.1 Full capacity, diesel fire service pump connected to the on-site water storage tank (diesel) - Kelair Pumps including battery enclosures as specified;

1.8.1.2 Full capacity, electric fire service pump connected to the mains water connection - Kelair Pumps;

1.8.1.3 Electric jacking pump located adjacent the installation valves - Kelair Pumps;

1.8.1.4 All equipment and controls to facilitate automatic operation.

## **1.9 Work Element 9 – Programme**

1.9.1 The Subcontractor shall allow working in conjunction with other trades to prevent any delays to other trades and the project as a whole.

1.9.2 The Subcontractor shall provide detailed design, procurement, fabrication and installation programmes to the Contractor as required.

1.9.3 High level services in apartments – Ten (10) days for installation of high level services within apartments and rough in.

1.9.4 The Subcontractor shall make allowance to meet programme & execute the works in the sequence required by the Contractor and allow for any breaks in continuity/out of sequence work.



- 1.9.5 The Subcontractor shall at all times provide a workforce of sufficient size to maintain the Contractor's Construction Programme including unlimited visits to complete the works including out of sequence works.

#### **1.10 Work Element 10 – RSL**

- 1.10.1 The Subcontractor shall supply and install Fire Sprinkler protection to the Wesley Mission tenancy as a base building installation as documented.

#### **1.11 Work Element 11 – Wesley Mission & Community Room**

- 1.11.1 The Subcontractor shall supply and install Fire Sprinkler protection to the Wesley Mission tenancy as a base building installation as documented.
- 1.11.2 The Subcontractor shall provide full fit out / off of the Wesley Mission tenancy and Community Room including droppers and semi recessed heads (Hockey stick and fit off) for an additional cost to the Subcontract Sum of \$10,000.00 + GST. Should ceiling space protection be required in Wesley Mission and the Community Room the Subcontractor shall claim a maximum of \$4,000.00 + GST in addition to the fit out / off optional sum.
- 1.11.3 For avoidance of any doubt, the Subcontractors within its Optional costs has allowed for all costs associated with supplying, installing and commissioning a fully functioning and connected system ready for final user.

#### **1.12 Work Element 12 – Works by the Main Contractor**

- 1.12.1 Forming of all openings in walls, floors, ceilings and roofs for the passage of pipes, conduits and the like. Subcontractor has allowed to provide markups identifying all required penetrations during Shop drawing phase. Any penetrations missed at this stage shall be carried out at the subcontractor's expense.
- 1.12.2 All patching and making good of the building structure and ceilings for the installation of fittings, piping and conduits. Subcontractor to provide acoustic and fire rated packing and sealing as required to maintain rating of fire rated elements through which fire services pass.
- 1.12.3 Ceiling and Access Panels and access openings in walls and at other positions as required for adjustment, maintenance and access of isolation valves, monitored valves etc.
- 1.12.4 All building in and making good of the building structure including penetrations for the installation of pipework.
- 1.12.5 Building-in of the Fire Contractor's sleeves, conduits, pipes and brackets where necessary. It will be the Fire Services Contractor's responsibility to set out and install the sleeves prior to building-in.
- 1.12.6 Temporary power and Access lighting. Task lighting is by the subcontractor.
- 1.12.7 Labelling of cupboards and the like.
- 1.12.8 Supply and terminate single phase supply for fire jacking pump control panel.
- 1.12.9 Provision of fire panel, emergency warning sounders, fire alarm system and all associated wiring.
- 1.12.10 Provision of incoming towns mains supply and sprinkler fire brigade booster connection. Water supply to be terminated in sprinkler valve room with table 'E' flange.
- 1.12.11 Concrete kerbs around penetrations through slabs exposed to the weather.
- 1.12.12 Provisions of bulkheads where required.
- 1.12.13 Normal making good of building components after the installation of work.



- 1.12.14 Indication to AS2118 and AS2419.1 respectively at the MFIP and wiring to the sprinkler system monitored valve, hydrant system monitored valve and sprinkler system flow switches provided under electrical services trade. Monitored valves and flow switches and connection thereto provided under fire sprinkler services trade.
- 1.12.15 Fire sprinkler valve and pump room construction.
- 1.12.16 Wall, slab, partition and baffle penetrations and making good as required.
- 1.12.17 Concrete plinths under equipment, including pumps, 150mm high.
- 1.12.18 Kerb surrounding floor drain in sprinkler valve room.
- 1.12.19 Use of (External only) scaffolding when it is in place for Builder's use.
- 1.12.20 Site shed accommodation. Secure Storage of unfixed materials and equipment is by the Subcontractor.
- 1.12.21 Temporary Access lights.
- 1.12.22 Temporary 240 Volts and 415 Volt power supply.
- 1.12.23 Toilets and temporary water.
- 1.12.24 Bund for above ground oil tanks.
- 1.12.25 Supervision of building services co-ordination.
- 1.12.26 Supply a master key to the fire brigade for emergency access to all fire protection equipment.

### **1.13 Work Element 13 – Interface with the Electrical Services Subcontractor**

- 1.13.1 The Subcontractor acknowledges that a design brief of the 60% electrical services for the project has been provided. This design brief defines the scope of the electrical services required for the project. The exact requirements for Fire Services will be developed and determined as the design of the electrical services progresses. The Subcontractor agrees that he is not entitled to claim variations to the WUS which may arise from design development of the electrical services provided such design is made within the parameters provided in the design brief.
- 1.13.2 The Subcontractor has allowed for the supply and installation of the fire services components listed below and for providing the necessary co-ordination with the Electrical Services Subcontractor:
  - 1.13.2.1 Information on loads associated with all Pump Panels and the proposed location of same. The Electrical Services Subcontractor shall ensure all submains are installed to suit the proposed loads, panel functions and to the nominated locations.
  - 1.13.2.2 All Fire Indicating Equipment / Pump Panels and fire services plant / equipment, together with all power and control wiring from the above panels to the fire equipment.
  - 1.13.2.3 Signal wiring from the FIP to the Security Panel. The FIP shall provide a signal to the Security Panel in fire mode to achieve the release of all door latches in a fire condition.
  - 1.13.2.4 Smoke Detectors to rooms or areas containing switchboards.
- 1.13.3 For avoidance of any doubt, only The supply and installation of 240V Smoke Detector/Alarm inside the apartments is by the Electrical Subcontractor.

### **1.14 Work Element 14 – Interface with the Hydraulic Services Subcontractor**

- 1.14.1 The Subcontractor acknowledges that a design brief of the 60% hydraulic services for the project has been provided. This design brief defines the scope of the electrical services required for the project. The exact requirements for Fire Services will be developed and determined as the design of the electrical services progresses. The Subcontractor agrees that he is not entitled to claim variations to



the WUS which may arise from design development of the electrical services provided such design is made within the parameters provided in the design brief.

- 1.14.2 The Subcontractor has allowed for the supply and installation of the fire services components listed below and for providing the necessary co-ordination with the hydraulic Services Subcontractor:
  - 1.14.2.1 Termination of all sprinkler test drain pipework over the sprinkler test pit / drain;
  - 1.14.2.2 Provide the necessary co-ordination associated with, the signal from the Fire Alarm / Detection System Panel to the Gas Solenoid Valve controller;
  - 1.14.2.3 Extend fire sprinkler / fire hydrant service from capped point provided by Plumber;
  - 1.14.2.4 Provide fire brigade booster valves and enclosure shall be by the Sprinkler Subcontractor;
  - 1.14.2.5 Extend fire sprinkler / fire hydrant test drain to stormwater drainage point provided by Plumber. All landing valves by Sprinkler Subcontractor;
  - 1.14.2.6 Extend fire system waste and test drain in fire stair to drainage point provided by Plumber;
  - 1.14.2.7 Full design and detailing of Ground Floor tanks as required;
  - 1.14.2.8 Fit out of hydrant storage tank - Construction and waterproofing by others
- 1.14.3 The Hydraulic Subcontractor shall provide towns main connection from the street, terminated in flanged coupling for the fire service installation into the sprinkler valve room. Size of the service shall be as specified, or as stated in the water pressure inquiry issued by the water supply authority and suitable for the required grade of supply. The Subcontractor shall provide all remaining pipework and connections to pumps as required.

#### **1.15 Work Element 15 – Interface with the Vertical Transport Subcontractor**

- 1.15.1 The Subcontractor has allowed to supply and install and provide the necessary co-ordination associated with the following:
  - 1.15.1.1 MJC's to all LMR's. MJC installations shall include drainage to a suitable remote area;
  - 1.15.1.2 Fire Extinguisher/s to all LMR's;
  - 1.15.1.3 Sprinkler heads to top of shafts and lift pits.

#### **1.16 Work Element 16 – Interface with the Plasterboard Subcontractor**

- 1.16.1 The Subcontractor has allowed to provide the necessary co-ordination associated with the following:
  - 1.16.1.1 Coordination and inspection of all airtight ceiling bulkheads where required through the buildings.
  - 1.16.1.2 Coordination and inspection of all bulkheads etc. for maintenance and adjustment of concealed items such as sprinkler pipes etc;
  - 1.16.1.3 Cutting of plasterboard as required;
  - 1.16.1.4 Reimbursement for patching.

#### **1.17 Work Element 17 – Project Completion, Handover, Warranties**

- 1.17.1 The Subcontractor shall allow working in conjunction with other trades to prevent any delays to other trades and the project as a whole.
- 1.17.2 The Subcontractor has allowed to provide written warranties as specified in the PPR, Specification and Project documents.



- 1.17.3 Subcontractor is to include for certification of Fire Hydrant & Sprinklers works including wind loads, acoustic durability and non-fire rated works in accordance with specifications, Australian Standards, BCA and manufacturers recommendations.
- 1.17.4 The Subcontractor is to include for final commissioning of all systems including providing final certification for the Occupation Certificate including WAE drawings.
- 1.17.5 The Subcontractor has allowed for a 12-month maintenance period from the date of the Contractor's Practical Completion including any associated testing required during this period.
- 1.17.6 The Subcontractor has allowed for the provision of maintenance and operational manuals, in both electronic and hard copies to the satisfaction of the Contractor.
- 1.17.7 The Subcontractor is to ensure that any and all defective works are rectified immediately. If defective works are not rectified immediately as directed by the Contractor any delays and associated costs will be borne by the Subcontractor.
- 1.17.8 The Subcontractor shall provide a separate defects crew to be allocated for defects rectification commencing at the instruction of the Contractor.
- 1.17.9 The Subcontractor has allowed to carry out any necessary testing required by the Contractor. The Subcontractor must comply with all Quality Assurance programmes and ITP's throughout the project.
- 1.17.10 The Subcontractor shall provide the following unconditional warranties and deed of warranty to the Contractor in addition to the statutory requirements;
  - 1.17.10.1 Materials – As per manufactures warranty;
  - 1.17.10.2 Installation – 12 months from the Contractors PC

#### **1.18 Work Element 18 – General Work Requirements & Variations**

- 1.18.1 The Contractor reserves the right to deduct the following fees and charges for the purchase of materials or the organisation of any labour associated with the works (including defects) on behalf of the Subcontractor at cost plus the Contractor's administration fee: 20%
- 1.18.2 The Subcontractor shall not be entitled to any variations in contract price for works specified within the scope of works under this contract.
- 1.18.3 The Subcontractor must allow for all costs associated with completion of the works as specified whether resulting from construction circumstances, coordination, or conditions of approval imposed by the relevant Authorities.
- 1.18.4 The Subcontractor shall only be entitled to a variation in contract price, after specific request for change beyond the specified scope of works has been issued in writing, directly and exclusively from the Client (Capital Bluestone).
- 1.18.5 The Subcontractor agrees that after each monthly claim, all claims prior to the reference date of the claim have been settled and claimed for. The Subcontractor shall not be entitled to claim for any works completed in previous claim periods once that claim period has passed.
- 1.18.6 No day labour or variation work will be recognized unless it is authorised by the Contractor's Project Manager before the work is carried out. The day labour hours are to be signed for by the Contractor's Site Manager or Project Manager on a daily basis with a full description of the works including the location, level, and reason why day labour was necessary. These are all pre-requisites for claiming day labour. Failure to comply shall nullify any day labour claimed by the Subcontractor.
- 1.18.7 The Subcontractor has allowed for the following day labour rates at a fixed price for the duration of the project:
  - 1.18.7.1 Hourly rate \$60 per hour;



- 1.18.8 For avoidance of any doubt the day labour rate shall be a 'flat', hourly charge per man per hour and includes any overtime and weekend work. No minimum charge or travel time shall be applicable and is deemed to be included in the Subcontractors day labour rate.
- 1.18.9 The Subcontractor is to specify in their Subcontract any aspect of the works which are to be sub-contracted to other parties.
- 1.18.10 The Subcontractor agrees to the progress claim breakup which will be issued by the Contractor and to the discretion of the Contractor.
- 1.18.11 The Subcontractor agrees that there shall be Nil additional costs in connection to its works should bathroom or laundry Pods not be used on this project.
- 1.18.12 It is the responsibility of the Subcontractor to co-ordinate their work with that of the Contractor, other trades and the project works as a whole. The Contractor will consider no additional costs for any co-ordination issues that occur throughout the duration of the works.
- 1.18.12.1 Coordination with other trades including (but not limited to) the following trades:
  - 1.18.12.2 Hydraulic Contractor
  - 1.18.12.3 Electrical Services Contractor
  - 1.18.12.4 Security Services Contractor
  - 1.18.12.5 Mechanical Contractor
  - 1.18.12.6 Formwork Contractor
  - 1.18.12.7 PT Contractor
  - 1.18.12.8 Finishes Trades
  - 1.18.12.9 Painter
  - 1.18.12.10 Plasterboard and façade
  - 1.18.12.11 Windows
  - 1.18.12.12 Masonry
  - 1.18.12.13 Waterproofing & Tiling
  - 1.18.12.14 Surveyor
- 1.18.13 The Subcontractor is to allow for all co-ordination associated with any hold points in its works (or the works of other associated trades).
- 1.18.14 Allowance is to be made for any staging and / or return visits to allow the works to be completed in accordance with Contractor's requirements (at no further costs to Contractor).
- 1.18.15 The Subcontractor will be deemed to have accepted all works undertaken by previous trades once it has commenced its works.



## 1. General Scope

All Subcontractors are required to provide the following items:

### 1.1.1 Services and Facilities:

	<b>ELECTRICITY</b>	
1	240 VOLT SUPPLY: SUB-BOARD AT EACH FLOOR OF EACH BUILDING. (THE SUBCONTRACTOR SHALL PROVIDE POWER LEADS, LEAD STANDS AND AUXILIARY POWER AS REQUIRED FOR ITS OWN WORK).	BY THE CONTRACTOR
2	415 VOLT SUPPLY: IF AND WHERE REQUIRED.	BY SUBCONTRACTOR
3	COST OF ELECTRICITY SUPPLY	BY THE CONTRACTOR
	<b>CRANAGE</b>	
4	SUPPLY OF CRANE FOR THE PURPOSE OF LIFTING INCLUDING CRANE CREWS. NOTE: ALL HORIZONTAL MATERIALS HANDLING (LABOUR, PLANT & EQUIPMENT) SHALL BE BY THE SUBCONTRACTOR.	BY THE CONTRACTOR
	<b>HOISTING</b>	
5	SUPPLY OF: 1) 3.0 TONNE FORMWORK HOIST WITHOUT OPERATOR. - ON BUILDING B, THE HOIST WILL SERVICE LEVEL B2 TO LEVEL 11. - ON BUILDING A, THE HOIST WILL SERVICE B1 TO LEVEL 11. NOTE: THE SUBCONTRACTOR SHALL PROVIDE 2 X TICKETED OPERATORS TO USE THE FORMWORK HOISTS. NO OPERATOR SHALL BE PROVIDED BY THE CONTRACTOR FOR THIS EQUIPMENT. 2) MAN & MATERIALS HOIST WITH OPERATOR. 3) FORKLIFT / MANITOU 4) ALL OTHER FORMS OF HOISTING. NOTE: THE SUBCONTRACTOR SHALL PROVIDE 2 X TICKETED OPERATORS TO USE THE FORKIFT / MANITOU. NO OPERATOR SHALL BE PROVIDED BY THE CONTRACTOR FOR THIS EQUIPMENT. NOTE: ALL HORIZONTAL MATERIALS HANDLING (LABOUR, PLANT & EQUIPMENT) SHALL BE BY THE SUBCONTRACTOR.	BY THE CONTRACTOR BY THE CONTRACTOR BY THE CONTRACTOR BY SUBCONTRACTOR BY THE CONTRACTOR BY THE CONTRACTOR BY SUBCONTRACTOR BY SUBCONTRACTOR
	<b>PRELIMINARIES</b>	
6	<b>TELEPHONE OR FAX:</b> THE SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING TELEPHONE FACILITIES FOR ITSELF AND ITS EMPLOYEES/WORKERS AT ITS OWN COST INCLUDING ALL APPLICATIONS, CONNECTIONS, INSTALLATION, HIRE COSTS, DISCONNECTION AND REMOVAL.	BY SUBCONTRACTOR
7	<b>SITE ABLUTIONS AND CRIB SHEDS</b>	BY THE CONTRACTOR
8	<b>OFFICE SHEDS AND STORAGE FACILITIES</b> (SUBJECT TO AVAILABLE SPACE AND AT A LOCATION NOMINATED BY THE MAIN CONTRACTOR)	BY SUBCONTRACTOR
9	<b>WATER FOR CONSTRUCTION:</b> PROVIDE WATER POINTS (NOTE: THE SUBCONTRACTOR SHALL PROVIDE ALL HOSES AND ASSOCIATED CONNECTIONS TO CARRY OUT ITS WORKS UNDER THE SUBCONTRACT)	BY THE CONTRACTOR
10	<b>SURVEY:</b> PROVIDE MINIMUM 2 GRIDLINES IN EACH DIRECTION AND A DATUM FOR EACH LEVEL.	BY THE CONTRACTOR
11	<b>OTHER SURVEYS &amp; SETOUT</b> TO COMPLETE ITS WORKS UNDER THE SUBCONTRACT.	BY SUBCONTRACTOR



**Obvious Works:**

- 1.1.1.1 The scope of work is to be carried out in accordance with the documentation, drawings and specifications provided and further details issued from time to time for clarification. The work includes the provision of all supervision, labour, materials, fixtures and fittings necessary to complete the works together with incidental items required to complete the works (whether specifically mentioned or not). No variation will be granted from the interpretation or non-compliance with the conditions. If the work is required to complete the Subcontractors works then it is deemed to be included in the Subcontractors price.

**1.1.2 Document Control:**

- 1.1.2.1 It is the Subcontractors responsibility to ensure they are up to date with the current documentation and drawing issues.
- 1.1.2.2 Project drawings will be uploaded to RedHub and be made available to Subcontractors. No printed drawings will be issued by the Contractor. It is the Subcontractor's responsibility to ensure that their workers are working off the current revision drawings.
- 1.1.2.3 The Subcontractor is to comply with the Project Briefs and Project Documentation, including the design intent of the Project Briefs and Project Documentation, as defined by the Head Contract Agreements and the Subcontract. Any proposed deviation to the Project Brief and Project Documentation is to be notified in writing by the Subcontractor to the Contractor, specifically identifying the deviation and requesting specific consent from the Contractor. Any deviation which has not been specifically identified by the Subcontractor in accordance with this item will be deemed in breach of contract and the Subcontractor will be responsible for any rectification.

**1.1.3 Site Access and Induction:**

- 1.1.3.1 The Subcontractors shall conduct daily prestart meetings to discuss each day's activities / identified hazards and provide evidence of the same to the Contractor. A generic template may be provided on the 3D Safety Management System or similar to be used by the Subcontractor. The Subcontractor shall allow for the supply to their Supervisors of a device with 4G capabilities to carry out the daily prestart process through the 3DSafety app or similar.
- 1.1.3.2 The Subcontractor agrees they will comply with all the requirements of the 3D Safety Management System or similar system throughout the works if and when implemented. This will require the Subcontractor to ensure all current and relevant documents supporting site activities and corporate compliance are maintained in the system on at least a weekly basis. Site access is dependent on undertaking and maintaining this process. The Subcontractor must allow for:
- 1.1.3.2.1 Annual subscription fee of \$240.00.
  - 1.1.3.2.2 Employee pre-qualification, online orientation & access card purchase fee of \$50.00 per employee.
  - 1.1.3.2.3 All prices are exclusive of GST.
- 1.1.3.3 The Subcontractor will ensure any Subcontractor and any work that forms part of this Subcontract that is assigned to any other party is subjected to the same requirements as the Contractor.

**1.1.4 Shop Drawings:**

- 1.1.4.1 All shop drawings shall be produced in accordance with the relevant specification and
- 1.1.4.2 progressively submitted to the Contractor for review in order to suit the installation sequence.



- 1.1.4.3 Shop drawings are to be supplied in PDF format via email and samples to be given and approved before any works can commence.

#### **1.1.5 Manufacture, Storage and Transport:**

- 1.1.5.1 The Subcontractor will be responsible for the transport, handling, security, and storage of all materials associated with their works.
- 1.1.5.2 All material deliveries are to be booked in with the the Contractor Site Manager 2 working days prior and deliveries are subject to availability. Any deliveries not booked in will be turned away. Please note, any down time associated with missed and late deliveries with the crane shall be contra charged accordingly at the rate of \$400 per hour.
- 1.1.5.3 Compliance at all times with the site Traffic Management Plan for vehicular and pedestrian Access at all entry and exit points of the site. Ensure all trucks leaving the site comply with all relevant requirements (including DECC requirements) Note that all trucks must enter and exit the site in a forward facing direction to comply with Council requirements
- 1.1.5.4 Limited storage space available on site. Deliveries will need to be progressive to maintain program and all materials to be stored in the areas designated by the Contractor.
- 1.1.5.5 Where materials are being supplied by the Contractor for installation by the Subcontractor, then the Subcontractor shall be responsible for taking delivery, protecting, storing and safe keeping of the material following transmittal. If any material issued by the Contractor becomes damaged, lost or the like whilst in the possession of the Subcontractor, the Subcontractor will be responsible for all replacement costs, inclusive of transportation (road, water or air as determined by the Contractor), onsite material handling and impacted acceleration costs borne by impacted parties.

#### **1.1.6 Protection of Works**

- 1.1.6.1 The Subcontractor is to allow to protect all materials and finished products installed by them from other trades damaging these works.
- 1.1.6.2 Allowance is to be made to protect other trades work if you are working over it.
- 1.1.6.3 If there is no evidence that the Subcontractor has made an effort to do so then they will be back-charged respectively for the cost of rectification.

#### **1.1.7 Materials Handling:**

- 1.1.7.1 Under no circumstances are any materials or equipment to be left on the road or on the footpath.
- 1.1.7.2 The Subcontractor is responsible for all horizontal materials handling. Provision of a forklift for horizontal materials handling in and out of the basement levels and external areas, if and as required. This includes the provision of appropriately ticketed traffic and pedestrian controllers if working on the roadway.
- 1.1.7.3 The Subcontractor is responsible for all horizontal materials handling.
- 1.1.7.4 Allow for a representative of the Subcontractor at the delivery zone and at the destination point for the delivery of all plant and materials to assist the crane crew.
- 1.1.7.5 The Contractor to provide tower crane for the duration noted in the construction program. Each building will have a man/materials hoist and a materials hoist. Provision of all other hoisting, chain blocks, genie lifts, pallet jacks and the like are to be provided by the Subcontractor as required.
- 1.1.7.6 The Subcontractor is aware that at no time is the tower or mobile cranes allow to lift over the neighbour's property with a load on it.



**1.1.8 Acceptance of Substrate:**

- 1.1.8.1 By starting works the Subcontractor has accepted the substrate by default. The following actions must be taken prior to starting works if the Subcontractor is not satisfied with the substrate:
- 1.1.8.2 Forward a written statement advising that the existing works or substrate is not satisfactory to receive the installation for each area of works prior to the commencement of works.
- 1.1.8.3 Satisfy themselves as to the correctness in set-out and level of all building elements (this may require a site measure or viewing of preceding trade records) prior to commencement of works.
- 1.1.8.4 Review all necessary drawings and documents as supplied by the Contractor and inform the builder of any additional information required to successfully complete the works.

**1.1.9 Finish & Quality:**

- 1.1.9.1 All works are to be executed in a quality, workmanlike manner and in accordance with the Building Code of Australia and relevant Australian Standards.
- 1.1.9.2 Should the Subcontractor required to carry out any reworks due to defects or sub-standard quality, then any costs for damage or reworks required by another trade shall be borne by the Subcontractor.

**1.1.10 General sealants, waterproofing, acoustic seals & fire stops:**

- 1.1.10.1 The Subcontractor is to allow for all necessary waterproofing of their works or fire rating or acoustic sealing. This is to be in accordance with the relevant specifications and standards.
- 1.1.10.2 The Subcontractor must allow to include all necessary caulking and sealing between their works and the previous trade works.

**1.1.11 Site Conditions**

- 1.1.11.1 Working hours are restricted to those listed in the DA Conditions.
  - 1.1.11.1.1 Monday – Saturday: 7.00am to 6.00pm
  - 1.1.11.1.2 No works Sundays or public holidays
  - 1.1.11.1.3 RDOs will be observed
  - 1.1.11.1.4 Subcontractor to allow to work the full site hours.
  - 1.1.11.1.5 Rock breaking, cutting, hammering and drilling shall be limited to 9:00am to 4:00pm on weekdays only.
- 1.1.11.2 No parking on site
- 1.1.11.3 The Subcontractor has inspected the Site and is aware of and familiar with the nature of the buildings, access constraints and existing conditions, including neighbouring properties. The Subcontractor has included for all actual and or potential costs associated with the Subcontract Works, which are known and / or unknown at the time of tender. The Subcontractor is to make good any items and or areas which become damaged and or are damaged, which are a result of the execution of the Works.

**1.1.12 Subcontractor Responsibilities**

- 1.1.12.1 The Subcontractor is to provide a competent full time on-site supervisor at all times during the Works who is fluent in speaking and reading English. The Contractor reserve the right to direct the Subcontractor to remove off the Project any supervisor and / or worker and / or personnel provided under the Subcontract, who is not competent, co-operative and / or compliant with the Subcontract and the Contractor's requirements.



- 1.1.12.2 Attend all meetings in connection with the subcontract works including but not limited to pre starts, safety committee and Subcontractor meetings. Co-ordination & co-operation with other trades and return visits as required to complete the works.
- 1.1.12.3 The Subcontractor shall sign off on the Contractor's pre-pour and pre-start checklist after reviewing services.
- 1.1.12.4 Ensure compliance with all Australian Standards, legislation, regulations, Codes of Practice, the Contractor Standard Details and the requirements of any authority generally.
- 1.1.12.5 Obtain all relevant authority approvals and payment of all applicable authority fees is by the Subcontractor.
- 1.1.12.6 The Subcontractor is responsible for dewatering of Subcontractor's work areas.
- 1.1.12.7 All access equipment required by the Subcontractor to safely work off including but not limited to scaffolding, scissor lifts, cherry pickers, harness etc
- 1.1.12.8 All the necessary setting out to complete the subcontract works.
- 1.1.12.9 Regularly inspect the works in order to verify the installation methods and quality of work such that all warranties can be provided unconditionally.
- 1.1.12.10 All mechanical fixing systems to be approved by the Contractor prior to commencing on site.
- 1.1.12.11 All workmanship carried out in the completion of the abovementioned contract works shall be of the highest quality and all in accordance with the contract documents, current statutory and regulatory codes and authorities including Workcover where applicable.
- 1.1.12.12 The Subcontractor understands that the Site working days are Monday to Saturday inclusive, with the exception of public holidays. The Subcontractor agrees to execute the Subcontract Works on these six (6) working days a week which include working on Saturdays. The Subcontractor is responsible for maintaining sufficient levels of supervision, skilled tradespersons and general labour for the six (6) working days a week when the Site is open. Failure by the Subcontractor to comply will be deemed a serious breach of the Subcontract by the Subcontractor.
- 1.1.12.13 The Subcontractor has included, as appropriate, for any increase(s) to wages, benefits and or allowances during the Project's life. The Subcontractor is to demonstrate compliance with the requirements of the National Code of Practice and Guidelines prior to commencement of the Works and as requested by the Contractor from time to time.
- 1.1.12.14 The Subcontractor is to provide a safe means of access through the site and all necessary task lighting of work areas including the provision of floodlights if necessary to achieve the finishes specified.
- 1.1.12.15 The Subcontractor is to provide all fixings (e.g. screws, bolts, washers, nuts, nails, dynabolts, hollow wall fasteners, rivets and like), adhesives, primers, caulking, sealants, silicones, solders, packers, trims, angles, flashings and the like required for the Works.
- 1.1.12.16 The Subcontractor is to provide all plant and equipment required for the Works, including leads, lead stands, safety equipment, powered tools, hand tools, lights, fans, generators, compressors and the like. All plant is to have a risk assessment and be registered, maintained and recorded.
- 1.1.12.17 The Subcontractor shall provide all materials, plant & equipment as required to complete the WUS. Should the Contractor provide any materials, plant & equipment for and on behalf of the Subcontractor, the cost will be charged with a 20% surcharge for administration & overhead which will be deducted from the Subcontract Amount. A minimum surcharge of \$100.00 shall apply.
- 1.1.12.18 Should the Contractor carry out any works for and on behalf of the Subcontractor with respect to rectifying defective work, supplementing resources, cleaning and the like, the cost will be charged



with a 20% surcharge for administration & overhead which will be deducted from the Subcontract Amount. A minimum surcharge of \$100.00 shall apply.

- 1.1.12.19 The Subcontractor is responsible for moving rubbish bins provided by the Contractor from the work face to an area nominated by the Contractor. This includes but not limited to labour, plant and equipment necessary to move bins, operate hoists etc.
- 1.1.12.20 The Subcontractor agrees and is responsible for removal and disposal off site of all pallets. Pallets shall not be put into bins provided by the Subcontractor.
- 1.1.12.21 The Subcontractor shall participate in weekly 'clean up crews', including providing labour and equipment as required to clean work faces as directed by the Contractor.

#### **1.1.13 Certification**

- 1.1.13.1 The Subcontractor shall provide verification that the installation and design if applicable is certified in accordance with all relevant contract requirements.
- 1.1.13.2 Where the Contract Agreement requires compliance with a Standard or Code, unless otherwise specified, that Standard or Code shall be one current at the closing date for tenders.
- 1.1.13.3 The Subcontractor shall maintain all necessary Test Certificates for their installation as part of the Contractor's Quality Systems including checklists for all units and systems for final commissioning.
- 1.1.13.4 The Subcontractor is to provide Certification of the Works as required by the Subcontract and to the satisfaction of the Principal Certifying Authority (PCA). Certification is to be submitted to The Contractor on completion of the Works and is a fundamental requirement of the Subcontract. The Subcontractor is not entitled to payment of its final Payment Claim until all Certification has been received and accepted by the PCA and The Contractor.

#### **1.1.14 Handover documents**

- 1.1.14.1 The Subcontractor shall provide all Suppliers Warranties and Installation warranties for the completed works prior to the date of Practical Completion. All warranties provided shall be to a minimum of Twelve (12) months warranty Period, unless specifically noted otherwise in the specifications.
- 1.1.14.2 The following items are required to be completed and submitted to the Contractor prior to the Subcontractor being granted substantial completion:
  - 1.1.1.6 All necessary Installation Certificates and Final Fire Certification as required.
  - 1.1.1.7 As built drawings as signed off approved by the respective consultants engaged by the Contractor. (3 full size copies and pdf copies).
  - 1.1.1.8 All necessary Operations & Maintenance Manuals related to the completed works. (3 printed copies plus pdf copy).
  - 1.1.1.9 Any non-conformances or reported defects shall be repaired, inspected and signed off by the Contractor.
  - 1.1.1.10 It is mandatory that the Subcontractor complete their own defects inspections and provides copies to the Contractor prior to the Contractor and the client commencing their inspections.

#### **1.1.15 Work by Others – "Builders Work"**

- 1.1.15.1 The following works will be undertaken by others:
- 1.1.15.2 Where works by others, associated works, general work scope or the like presented in specifications conflicts with either the general scope of work or trade specific scope of works then the later scope documents take precedence unless notified otherwise by the Contractor.



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

# PART C

## APPROVED FORM OF UNCONDITIONAL UNDERTAKING (Clause 5.3)

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

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

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

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

§ This undertaking shall expire on the ..... day of ..... 19 .....

DATED at ..... this ..... day of ..... 19 .....

---

§ Delete as appropriate.



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

# PART D

## DEED OF NOVATION (Clause 9.2(iii))

---

This Deed made the ..... day of ..... 19 .....  
between ..... ("Contractor")  
of ..... ACN .....  
and ..... ("the Subcontractor")  
of ..... ACN .....  
and ..... ("the Secondary Subcontractor")  
of ..... ACN .....  
and ..... ("the Incoming Subcontractor")  
of ..... ACN .....  
witnesses that—

1. Upon receipt by the Secondary Subcontractor of the sum certified by the Contractor as owing under the prior secondary subcontract prescribed in the Schedule hereto—
  - (a) the prior secondary subcontract shall be discharged;
  - (b) the Secondary Subcontractor shall release the Subcontractor from the further performance of the prior subcontract and from all claims and demands in connection with the prior secondary contract;
  - (c) the Incoming Subcontractor shall punctually perform the obligations of the Subcontractor under the prior contract as far as they are not performed. The Incoming Subcontractor acknowledges itself bound by the provisions of the prior contract as if the Incoming Subcontractor had been named in the prior contract and
  - (d) the Secondary Subcontractor shall punctually perform like obligations and be bound to the Incoming Subcontractor as if the provisions of the prior contract were incorporated herein.
2. The Contractor and Secondary Subcontractor each warrant to the Incoming Subcontractor that—
  - (a) subcontract work carried out to the date hereof is in accordance with the provisions of the prior contract; and
  - (b) all claims and demands in connection with the prior contract have been made to the Subcontractor.
3. The Contractor and Secondary Subcontractor each indemnifies the Incoming Subcontractor from all claims and demands of the Subcontractor, Contractor and the Secondary Subcontractor in connection with the prior contract.
4. A dispute or difference between—
  - (a) the Contractor and the Secondary Subcontractor in connection with the Contractor's certification of the sum owing under the prior contract; or
  - (b) the Incoming Subcontractor and the Secondary Subcontractor in connection with Clause 1(c) or 1(d), shall be resolved pursuant to the provisions of AS 4303—1995 General Conditions of Subcontract for Design and Construct which for the purposes of this Clause 4 are incorporated herein.



5. This Deed shall be governed by the laws in force in the State or Territory stated in the provisions of the agreement between the Contractor and the Subcontractor and in the event that no State or Territory is so stated then in accordance with the law for the time being in force in that State or Territory in which the project is being carried out.

### Schedule

Documents: .....

.....

.....

.....

.....

.....

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

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)



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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)



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

# PART E

**DEED OF NOVATION  
(Clause 10)  
CONSULTANT**

This Deed made the ..... day of ..... 19.....  
between ..... ("Contractor")  
of ..... ACN.....  
and ..... ("the Subcontractor")  
of ..... ACN.....  
and ..... ("the Secondary Subcontractor")  
of ..... ACN.....

witnesses that—

1. Upon receipt by the Secondary Subcontractor of all moneys owing under the prior Secondary Subcontract—
  - (a) the Subcontractor shall punctually perform the obligations of the Contractor under the prior contract prescribed in the schedule hereto as far as they are not performed. The Subcontractor acknowledges itself bound by the provisions of the prior contract as if the Subcontractor had been named as the Contractor in the prior contract;
  - (b) the Secondary Subcontractor shall punctually perform like obligations and be bound to the Subcontractor as if the provisions of the prior contract were incorporated herein; and
  - (c) the Contractor and the Secondary Subcontractor shall each release and forever discharge the other from the further performance of the prior contract and from all claims and demands in connection with the prior contract.
2. The Contractor and the Secondary Subcontractor each warrant to the Subcontractor that preliminary design or Subcontract Work, as the case may be, carried out to the date hereof, is in accordance with the provisions of the prior contract.
3. This Deed shall be governed by the laws in force in the State or Territory stated in the provisions of the agreement between the Contractor and the Subcontractor and in the event that no State or Territory is so stated then in accordance with the law for the time being in force in the State or Territory in which the project is being carried out.

## Schedule

Documents: .....  
.....  
.....  
.....  
.....



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

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)

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

.....  
Secretary/Director

.....  
Name (please print)

.....  
Director

.....  
Name (please print)



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

# **PART F**

## **DESIGN**

**(Clause 1, Item 10 of Annexure Part A)**



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

# PART G

## PROVISIONAL SUMS

(Clause 1)

Work under the Subcontract	Provisional Sum
<b>Total</b>	<b>\$</b>



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

# PART H

## ADDITIONAL REQUIREMENTS OF PRACTICAL COMPLETION

- (a) the Subcontractor at its cost has provided to the Contractor (which shall then become the property of the Contractor):
  - (i) an original survey report of the location (including levels and depths) of all essential services incorporated in the Subcontract Works on the Site; and
  - (ii) an original identification survey report of the Subcontract Works on the Site disclosing that there are no encroachments upon adjoining lands or upon easements or rights of way or carriageway; and
  - (iii) an Occupation Certificate, whether interim or final, has been issued enabling the Contractor to complete all of the Sales Contracts; and
  - (iv) satisfactory certificates, plans, reports or other documents as referred to in the Development Requirements, including a properly completed Statutory Site Audit Statement verifying that the Site has been fully remediated in accordance with the Remediation Action Plan at Annexure Part M and the validation report required by condition 11 of the Development Approval; and
  - (v) satisfactory certification from the Subcontractor's consultant civil or geotechnical engineer that all foundations, particularly foundations for slabs on ground, have been inspected and that construction has been carried out in accordance with the engineer's recommendations; and
  - (vi) satisfactory certification from the Subcontractor's consultant structural engineer that all structural elements have been installed and constructed in accordance with the relevant specifications and standards; and
  - (vii) satisfactory certification of all essential services, and all other installations required by Legislative Requirements, from the relevant design consultant or the relevant Authority as prescribed by the Legislative Requirements, as the case may be;
- (b) all Building Services, and all other services incorporated in the Subcontract Works have been physically completed, commissioned, initially tested and are in a continuously useable condition as will be appropriate in any particular case, having passed demonstration operation under normal and simulated emergency operating conditions and including final acceptance testing as is appropriate in any particular case;
- (c) all original essential services and other maintenance agreements for the Defects Liability Period required under Clause 66 have been entered into by the Subcontractor and provided to the Contractor; and
- (d) one printed copy and one electronic copy containing a pdf of all final operations manuals for the operation of installed plant and equipment, including plant and equipment to enable occupiers to access and use the Subcontract Works, have been provided to the Contractor; and
- (e) one printed copy and one electronic copy containing a pdf of all original warranties referred to in Annexure Part I and all other guarantees or warranties given by contractors, manufacturers or suppliers of any materials, plant or equipment and workmanship incorporated into the Subcontract Works have been provided to the Contractor; and



- (f) one printed copy and one electronic copy containing a pdf of a list of all Secondary Subcontractors employed by the Subcontractor for the Subcontract together with the address, telephone number and contact personnel of each Secondary Subcontractor for future reference has been provided to the Contractor; and
- (g) the Subcontractor has removed from the Site all Temporary Subcontract Works and Constructional Plant, as required by Clause 38; and
- (h) the Site is clean and tidy including the following:
  - (i) all floors have been cleaned and where appropriate washed and polished;
  - (ii) all carpeted and soft surfaces have been vacuumed; and
  - (iii) all glass is clean and free of any dirt and dust;
- (i) the Subcontractor has provided evidence to the Contractor's reasonable satisfaction that the Subcontractor has provided to Sydney Water all documents required for Sydney Water to provide an updated drainage diagram for the Site with no adverse notations; and
- (j) the Subcontractor has provided to the Contractor all consents and waivers required under Clause 13.3; and
- (o) all landscaping (soft and hard) has been completed.



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

# **PART I**

## **WARRANTIES**

**(Clause 2 - Paragraph (e) of Annexure Part H)**



Veridian, Kogarah  
Warranties Schedule

The Head Contractor is to ensure that these warranty periods are provided to the Principal from the date of Practical Completion.

\* 1 year for moving parts

\*\* For structural integrity and waterproofing, however only 1 year for aesthetics (general defects)

No	Item	Manufactures Warranty Period (years)	Installation Warranty Period (years)
	Structure		
1	Reinforced Concrete	to AS 3600	6 yrs
2	Structural Steel	to AS 4100	6 yrs
3	Masonry (incl. Reinforced Blockwork)	to AS 3700	6 yrs **
4	Precast Structural Elements	to AS 3600	6 yrs
	Facade & Roof		
5	Block work / Brick	to AS 3700	6 yrs **
6	Waterproofing and Membranes	7 yrs	6 yrs
7	Metal Sheetting - roof sheeting	10 yrs	6 yrs **
8	Metal Sheetting - wall paneling	10 yrs	6 yrs **
9	Render	to Manufacturers details	6 yrs **
10	Windows and Window Walls (including sliding doors)	7 yrs *	6 yrs **
11	Windows and Window Walls (including sliding doors) - coating system Anodized Powder coated	10 yrs 5 yrs	7 yrs 6 yrs
12	Glazed screens	7 yrs	1 yr
13	Glazed screen - coating system Anodized Powder coated	10 yrs 7 yrs	7 yrs 6 yrs
14	Louvers / Shutters	7 yrs *	6 yrs **
15	Louvers / Shutters - coating system Anodized Powder coated	10 yrs 10 yrs	7 yrs 6 yrs
16	Glass	5 yrs	6 yrs
17	Painting	5 yrs	6 yrs **
18	Balustrade	7 yrs	6 yrs **
19	Balustrades powder coating	7 yrs	1 yr
20	Privacy Screens Glass Screens	7 yrs	6 yrs **
21	Roof / Facade Access Systems Basement (specific items)	(Manufacturers Details)	1 yr
22	Entry Gates / Doors (including remote control system) Remote System Control Gear / Motors Frame / Mesh Finish	Remote System - see elect. Manufacturer Details	1 yr 1 yr 1 yr
23	Line Marking & Sealant	12 months	1 yr
24	Guard Rails / Barriers Architectural	Manufacturer Details	1 yr
25	Doors, Shutters & Hatches Solid Core Door Hollow core doors Aluminium framed doors	Manufacturer Details Manufacturer Details Manufacturer Details	1 yr 1 yr 1 yr
26	Door and Window Hardware	Manufacturer Details	1 yr
27	Metal Fixtures Glass screens	7 yrs *	1 yr
28	Suspended Ceilings	Manufacturer Details	1 yr
29	Partitions and Wall Linings	Manufacturer Details	1 yr
30	Washroom Partitions	Manufacturer Details	1 yr
31	Plaster / Render	Manufacturer Details	1 yr
32	Tiling	Manufacturer Details	1 yr
33	Render	Manufacturer Details	1 yr
34	Carpet	Manufacturer Details	1 yr
35	Kitchen appliances	Manufacturer Details	1 yr
36	White goods	Manufacturer Details	1 yr
37	Shower screens	1 yr	1 yr
38	Mirrors	1 yr	1 yr
39	Wet Area - Water Grates, Bottle Traps	Manufacturer Details	1 yr
40	Stairs - Internal	Individual components vary based on materials	1 yr
41	Joinery:		
A	Kitchens & Laundry & Vanity Units Bench tops - reconstituted stone Glass splashback Joinery Carcasses and veneers Hardware: draw runners, hinges	Manufacturer Details Manufacturer Details Manufacturer Details Manufacturer Details Manufacturer Details	1 yr 1 yr 1 yr 1 yr 1 yr
B	Wardrobes and WIR's	Manufacturer Details	1 yr
C	Linen, Stores and other Joinery	Manufacturer Details	1 yr
42 (A)	Waterproofing - Internal	7 yrs	6 yrs
42 (B)	Waterproofing - Podium above RSL	20 yrs	7 yrs **
43	Signage	Manufacturer Details	1 yr



No	Item	Manufactures Warranty Period (years)	Installation Warranty Period (years)
	Landscaping		
44	Landscaping: Soft	1 yr	1 yr
45	Landscaping: Irrigation	1 yr	1 yr
46	Paving	Manufacturer Details	1 yr
47	Furniture	Manufacturer Details	1 yr
48	Signage	Manufacturer Details	1 yr
49	Roadways, Kerb & Gutter (in accordance with DA)	1 yr	1 yr
	Mechanical		
50	Air conditioning equipment	Manufacturer Details	1 yr
51	Gas fire boiler plant & equipment	Manufacturer Details	1 yr
52	Apartment exhaust fans	Manufacturer Details	1 yr
53	Garbage chute, compactor & equipment	Manufacturer Details	1 yr
54	Car park fans	Manufacturer Details	1 yr
55	Car park CO2 system	Manufacturer Details	1 yr
56	Fire control room ventilation fans	Manufacturer Details	1 yr
57	Lift shaft ventilation fans	Manufacturer Details	1 yr
58	Plant room ventilation fans	Manufacturer Details	1 yr
59	Stair pressurization and relief fans	Manufacturer Details	1 yr
60	Power, controls and switchboards	Manufacturer Details	1 yr
	Hydraulic Services		
61	All pumps unless noted above	Manufacturer Details	1 yr
62	Primary hot water heating equipment	Manufacturer Details	1 yr
63	Hot water circulating pumps	Manufacturer Details	1 yr
64	Water tanks	Manufacturer Details	1 yr
65	Pressure reduction valves	Manufacturer Details	1 yr
66	Sanitary fixtures	Manufacturer Details	1 yr
67	Tapware	Manufacturer Details	1 yr
68	Silt arrestor	Manufacturer Details	1 yr
69	Meters (provided by Authority - Authority Asset)	N/A	1 yr
	Fire Services		
70	Sprinkler tank and pumps	Manufacturer Details	1 yr
71	Diesel and electric pumps	Manufacturer Details	1 yr
72	Jacking pumps	Manufacturer Details	1 yr
73	Sprinkler heads	Manufacturer Details	1 yr
74	Valves and pipe work	Manufacturer Details	1 yr
75	Pressure switches	Manufacturer Details	1 yr
76	Fire monitoring system	Manufacturer Details	1 yr
	Electrical Services		
77	Meters (provided by Authority - Authority Asset)	N/A	1 yr
78	Switchboards & Distribution boards	Manufacturer Details	1 yr
79	Power factor correction unit	Manufacturer Details	1 yr
80	Earthing system	to AS 3000	1 yr
81	Lighting Protection system	Manufacturer Details	1 yr
82	MATV system	Manufacturer Details	1 yr
83	PAY TV system	Manufacturer Details	1 yr
84	Intercom & security system	Manufacturer Details	1 yr
85	Light Fixtures	Manufacturer Details	1 yr
86	Power and data outlets	Manufacturer Details	1 yr
87	Sub-main co-generation equipment	Manufacturer Details	1 yr
88	Smoke alarms	to AS 3786	1 yr
89	Emergency and exit lights and system	Manufacturer Details	1 yr
	Lift Services		
90	Driving machines, controllers and equipment	Manufacturer Details	1 yr
91	Lift cars	Manufacturer Details	1 yr
92	Car and fire rated landing doors	Manufacturer Details	1 yr
93	Well and landing equipment	Manufacturer Details	1 yr
94	Fire rated controller cabinet, call button and hall lantern boxes	Manufacturer Details	1 yr
95	Card access readers	Manufacturer Details	1 yr



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

# **PART J**

## **SUBCONTRACTOR'S SIDE DEED**

**(Clause 9.2)**

Dated 17<sup>th</sup> May 2018

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**Bluestone Capital Ventures (Kogarah) Pty Limited ATF the Bluestone  
Capital Ventures (Kogarah) Unit Trust**  
Principal



Subcontractor

**Westbourne Constructions Pty Limited**  
Contractor

## **Subcontractor's Side Deed**



**THIS SUBCONTRACTOR'S SIDE DEED** is dated 17<sup>th</sup> May 18

**PARTIES:**

**BLUESTONE CAPITAL VENTURES (KOGARAH) PTY LIMITED** ACN 169 822 477 ATF the Bluestone Capital Ventures (Kogarah) Unit Trust of Level 9, 23 O'Connell Street, Sydney NSW 2000 (**Principal**)

[REDACTED]  
[REDACTED] (**Subcontractor**)

**WESTBOURNE CONSTRUCTIONS PTY LIMITED** ACN 614 294 567 of Suite 18, 12-18 Tryon Rd, Lindfield NSW 2070 (**Contractor**)

**INTRODUCTION:**

- A** Under the Contract the Principal has engaged the Contractor to design and construct the Works.
- B** Under the Subcontract the Contractor has engaged the Subcontractor to undertake the Subcontract Works.
- C** The parties agree that the Subcontract may be novated from the Contractor to the Principal with effect from the Novation Date on the terms set out in this deed.

**IT IS AGREED:**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed, unless the context clearly indicates otherwise:

**Address for Service** means the address of a party appearing in clause 5.3 of this deed or any new address notified by a party to the other parties as its new address for service;

**Business Day** means any day that is not a Saturday, Sunday or public holiday in New South Wales;

**Contract** means the contract entered into by the Principal and the Contractor for the design and construction of the Works dated on or about **26<sup>th</sup> June 17** and includes any amendment of that contract;

**Corporations Act** means the *Corporations Act 2001 (Cth)*;

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

**Novation Date** means the date of novation stated in any notice under clause 2.1;

**Subcontract** means the contract entered into by the Contractor and the Subcontractor for the Subcontract Works dated **17<sup>th</sup> May 18** and includes any amendment of that contract;



**Subcontract Works** means **Combined Fire Hydrant and Sprinkler Services**; and

**Works** means **Veridian Kogarah Project**.

## 1.2 Interpretation

In this deed, unless the context clearly indicates otherwise:

- (a) **clause headings** are inserted for convenience only and do not form part of this deed;
- (b) the **introduction** forms part of this deed;
- (c) a reference to **legislation** or a **legislative provision** includes:
  - (i) any modification or substitution of that legislation or legislative provision; and
  - (ii) any subordinate legislation issued under that legislation or legislative provision including under that legislation or legislative provision as modified or substituted;
- (d) a reference to a **person** includes that person's successors and permitted assignees and novatees;
- (e) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (f) **including** and **includes** are not words of limitation;
- (g) a word that is derived from a defined word has a corresponding meaning;
- (h) **monetary amounts** are expressed in Australian dollars;
- (i) the singular includes the plural and vice-versa;
- (j) words importing one gender include all other genders; and
- (k) a reference to a thing includes each part of that thing.

## 1.3 Construction

Neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## 2 NOVATION

### 2.1 Notice

The parties agree that upon:



- (a) termination of the Contract by the Principal or the Contractor; or
- (b) the Principal taking work out of the Contractor's hands under the Contract,

the Principal may give written notice to the Contractor and the Subcontractor stating that on and from the date of the novation stated in the notice the Subcontract is novated from the Contractor to the Principal.

## **2.2 Novation**

The parties agree that on and from any Novation Date:

- (a) subject to clause 2.2(b), the Principal is a party to the Subcontract instead of the Contractor and all references in the Subcontract to the Contractor are to be read as references to the Principal (**New Subcontract**); and
- (b) with respect to the obligations of the Contractor under the Subcontract immediately prior to the Novation Date, the Principal will under the New Subcontract perform those obligations to the extent not performed as at the Novation Date; and
- (c) with respect to the obligations of the Subcontractor under the Subcontract immediately prior to the Novation Date, the Subcontractor will under the New Subcontract perform those obligations to the extent not performed as at the Novation Date.

## **2.3 Warranty**

As at any Novation Date:

- (a) the Subcontractor warrants to the Principal that it has performed its obligations under the Subcontract; and
- (b) the Contractor warrants to the Principal that:
  - (i) it has performed its obligations under the Subcontract; and
  - (ii) no amount is due by the Contractor to the Subcontractor under the Subcontract.

## **3 ASSIGNMENT, TRANSFER AND AMENDMENT**

### **3.1 Assignment by Principal**

The Principal may assign any or all of its rights under this deed without the consent of the other parties.



### **3.2 Transfer by Contractor and Subcontractor**

- (a) The Contractor and the Subcontractor must not assign any or all of their rights under this deed without the prior written consent of the Principal.
- (b) On and from the date of this deed until any Novation Date, the Contractor and the Subcontractor must not transfer any right or obligation under the Subcontract without the prior written consent of the Principal.

### **3.3 Amendment of Subcontract**

On and from the date of this deed until any Novation Date, the Contractor and the Subcontractor must not amend the Subcontract without the prior written consent of the Principal.

## **4 GST**

### **4.1 Definitions**

Words used in this deed that are defined in the GST Law have the meaning given in that legislation where used in this deed.

### **4.2 Consideration is GST-exclusive**

Unless otherwise specified, all amounts payable under this deed are exclusive of GST and must be calculated without regard to GST.

### **4.3 GST payable on taxable supply**

- (a) If a supply made under this deed is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- (b) The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (c) If there is an adjustment to a taxable supply made under this deed then the Supplier must provide an adjustment note to the Recipient.
- (d) The amount of a party's entitlement under this deed to recovery or compensation for any of its costs, expenses, losses, damages or other liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses, losses, damages or liabilities.

## **5 GENERAL**

### **5.1 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.



- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

## 5.2 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

## 5.3 Notices

Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered;
- (b) sent by facsimile transmission; or
- (c) sent by prepaid ordinary mail within Australia.

A Notice is given if:

- (a) hand delivered, on the date of delivery but, if delivery occurs after 5.00pm New South Wales time, it is taken to be given on the next Business Day;
- (b) sent by facsimile transmission, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted but, if the transmittal is recorded as after 5.00pm New South Wales time or on a day which is not a Business Day, it is taken to be given on the next Business Day; or
- (c) sent by prepaid ordinary mail within Australia, on the date that is 3 Business Days after the date of posting.

The addresses and facsimile numbers of the parties are:

- (d) for the Principal: **Level 9, 23 O'Connell Street, Sydney NSW 2000;**
- (e) for the Subcontractor: **1/18 Anvil Road, Seven Hills NSW 2147;** and
- (f) for the Contractor: **Suite 18, 12-18 Tryon Rd, Lindfield NSW 2070.**

This clause 5.3 will survive the expiration, termination or frustration of this deed.



**EXECUTED** as a deed.

**EXECUTED** by **BLUESTONE CAPITAL** )  
**VENTURES (KOGARAH) PTY LIMITED** 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 [REDACTED] )  
 [REDACTED] 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 **WESTBOURNE** )  
**CONSTRUCTIONS PTY LIMITED** in )  
 accordance with section 127 of the )  
 Corporations Act:

.....  
 Signature of Director

.....  
 Signature of Director/Secretary

.....  
 Name of Director

.....  
 Name of Director/Secretary



## **DEFECT INSPECTION METHODOLOGY**

### **(clause 37.2B)**

The following provisions relate to the Residential Stratum.

The Subcontractor and the Contractor shall put in place a detailed Defect Inspection Methodology within 12 months of the Subcontract Date adopting the following key principals:

- The Subcontractor shall hand over each floor in accordance with the milestone dates identified under Annexure Part Q, to the Contractor, for the purposes of commencing Defect inspections in accordance with a more detailed Defect inspection and rectification programme (defect programme);
- Whole floors are not to be handed over by the Subcontractor until such time as:
  - i. A list of the Defects identified by the Contractor and subsequently rectified by the Subcontractor is provided to the Contractor. The list is to be provided on a per apartment basis and common areas associated with each floor.
  - ii. On average there are less than 5 Defects per apartment, readily identifiable by the Contractor (and/or Contractor's Project Manager);
  - iii. Common areas such as residential corridor or any common area room have been inspected for defects by the Subcontractor with defects rectified, prior to the Contractor commencing defect inspections.
- The Contractor (and/or Contractor's Project Manager) shall inspect the apartments and common areas within a pre-determined and agreed timeframe, for the Subcontractor to attend to the rectification of all Defects.
- The Contractor (and/or Contractor's Project Manager) will re-inspect the floors once the Subcontractor advises the Contractor that all Defects have been rectified, with the exception to those Defects that may have long lead times for the replacement of parts.
- The Prototype Apartment shall form the minimum benchmark as to standard and quality of finish to be achieved following Defect rectification of each apartment.

The Subcontractor shall use best endeavours to limit the number of Defects to a maximum of 3 per apartment, prior to inspections carried out by Purchaser's (and/or their representative).

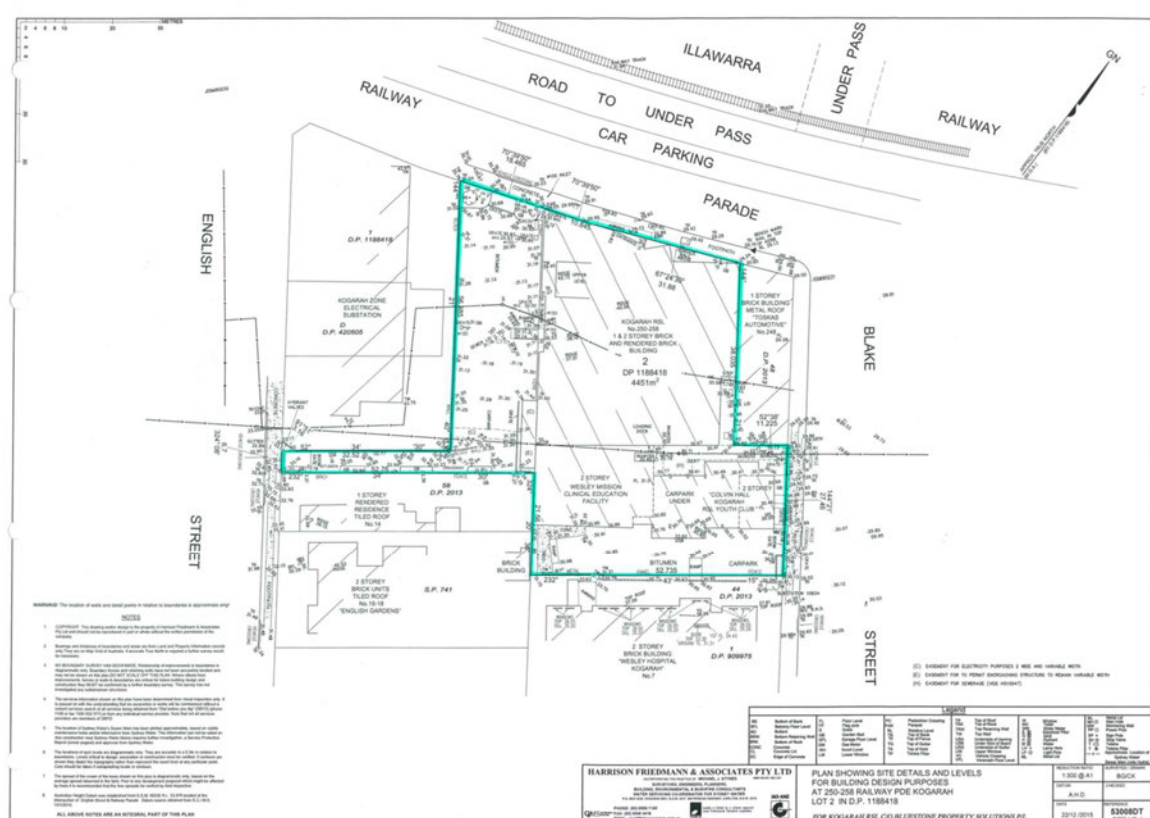


# PART L

## SITE

**(Clause 2)**

The Site is the area bounded in green in the plan below.





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

# **PART M**

## **REMEDIATION ACTION PLAN**

**(Clauses 2, 4.1(l) and 12.1(b))**

Stage 2 Detailed Site Investigation and Remediation Action Plan prepared for Bluestone Capital Ventures (Kogarah) Pty Ltd by Environmental Investigation Services dated 25 October 2016 (REF: E29793KPrpt).



## STATUTORY DECLARATION

### (Clause 42.1)

Statutory declaration in the matter of the agreement dated [ ] (**agreement**) between

[#Contractor] [#ACN] of [#address] (**Contractor**)

and

[#Subcontractor] [#ACN] of [#address] (**Subcontractor**)

I, [#insert], of [#insert] in the state of New South Wales, [#occupation], do solemnly and sincerely declare that:

- 1 I have knowledge of the relevant facts and am authorised by the Subcontractor to make this statutory declaration on its behalf in relation to progress claim number [#insert] submitted by the Subcontractor on [#insert].
- 2 All amounts payable to Secondary Subcontractors of the Subcontractor for work done in connection with WUC from the date of commencement of WUC to the date of this declaration have been paid.
- 3 All remuneration payable to employees of the Subcontractor for work done in connection with WUC from the date of commencement of WUC to the date of this declaration has been paid.
- 4 All 'workers compensation insurance premiums' (as that term is defined in section 175B of the Workers Compensation Act 1987 (NSW) (**Workers Compensation Act**)) payable by the Subcontractor in respect of WUC from the date of commencement of WUC to the date of this declaration have been paid. A copy of the certificate of currency for the insurance to which those premiums relate is attached to this declaration.

*[#Certificate of currency to be attached.]*

- 5 The Subcontractor *[#is/is not]* a 'principal contractor' (as that term is defined in section 175B of the Workers Compensation Act) in connection with WUC.
- 6 *[The Subcontractor has received, in its capacity as a 'principal contractor' (as that term is defined in section 175B of the Workers Compensation Act) in connection with WUC, a written statement for the purposes of section 175B of the Workers Compensation Act from each 'Secondary Subcontractor' (as that term is defined in section 175B of the Workers Compensation Act).]*

*[Only to be included if Subcontractor is a 'principal contractor'.]*

- 7 The Subcontractor is registered as an employer under the Payroll Tax Act 2007 (NSW) (**Payroll Tax Act**).
- 8 All payroll tax payable by the Subcontractor in respect of wages paid or payable to the Subcontractor's employees for work done in connection with WUC from the date of commencement of WUC to the date of this declaration has been paid.
- 9 The Subcontractor *[#is/is not]* a 'principal contractor' (as that term is defined in clause 17 of Schedule 2 of the Payroll Tax Act) in connection with WUC.
- 10 *[The Subcontractor has received in its capacity as a 'principal contractor' (as that term is defined in clause 17 of Schedule 2 of the Payroll Tax Act) in connection with WUC, a written statement for the purposes of clause 18 of Schedule 2 of the Payroll Tax Act from each 'Secondary Subcontractor' (as that term is defined in clause 17 of Schedule 2 of the Payroll Tax Act).]**[Only to be included if Subcontractor is a 'principal contractor'.]*
- 11 I am not aware of anything which would contradict the statements made in this declaration or in the written statements provided to the Subcontractor referred to in this declaration.

Any term used in this declaration which is defined in the agreement has the same meaning as in the agreement.



**AND I MAKE** this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 (NSW).

**DECLARED** at )

this [ ] day of [ ] before me: )

)

\_\_\_\_\_  
Signature of authorised witness )

)

\_\_\_\_\_  
Name of authorised witness )

(block letters) )

)

\_\_\_\_\_  
Address of authorised witness

Justice of the Peace \*/ notary public \*/ legal practitioner )

holding a current practising certificate under the Legal )

Profession Act 2004 (NSW)\* )

)

\_\_\_\_\_  
Capacity in which authorised witness takes the statutory )  
declaration )

\_\_\_\_\_  
Signature of declarant

\* Delete whichever is not applicable

And as a witness, I certify the following matters concerning the person who made this declaration:

**[For 1 delete whichever option is inapplicable]**

1. #I saw the face of the person.
1. #I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.\*

**[For 2 delete whichever option is inapplicable]**

2. #I have known the person for at least 12 months.
2. #I have confirmed the person's identity using the following identification document:

**[list identification document. Identification document relied on may be an original or certified copy<sup>†</sup>]**

\* The only "special justification" for not removing a face covering is a legitimate medical reason.

<sup>†</sup> "Identification documents" include a drivers licence, Medicare card, credit card, citizenship certificate, birth certificate and passport.



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

# **PART O**

## **STRATUM PLAN**

**(Clause 2)**



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

# **PART P**

## **PRINCIPAL'S PROJECT REQUIREMENTS**

**(Clause 1, Item 11, Annexure Part A)**



# Veridian and Kogarah RSL

Principal's Project Requirements

**2nd November 2016**

20120148-TR01-E

FOR TENDER (30%)





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# 1. Introduction

## 1.1 Objectives

This contract is for the provision of Design & Construct (D&C) services for the construction of a mixed user residential development. The D&C Contractor's role includes project planning, leadership, programming and organisation as both design and construction manager.

The D&C Contractor is to provide the Principal, in a thoroughly competent and professional manner and with all reasonable diligence and expedience, D&C services for the delivery of the project within a specified time, cost, safety (including design for safety) and quality parameters.

The Contractor shall be deemed to have become informed on the following:

- all relevant physical conditions on and below the surface of the site, and the necessary conditions at or near the site;
- Design and quality standards expected by the Principal;
- Authority consent conditions, requirements and approvals;
- Other Authority and stakeholder requirements, approvals and conditions;
- Relevant codes and standards required for the development;
- Safety requirements and standards expected by the Principal;
- The nature of the work and materials necessary for the execution of work under the Contract, the means of access to facilities at the site, and transport facilities for delivery to the site;
- All Design Documentation including but not limited to drawings, specifications and schedules
- Programming requirements;
- Procurement strategy;
- Contract of sale requirements.

This document represents a developed brief for the project to inform the contractor of the final stages of detailed design and construction. It summarises the required quality and finishes that the Principal expects of the finished product. Departures from this brief must be discussed and approved by the Principal before proceeding with any documentation or construction.

The D&C Contractor is responsible for delivering a complete building that can be habitable for its intended use, inclusive of (but not limited to) all required internal parts, fixtures and fittings, façade elements, paving, roofing, landscaping, services, below ground works, structure and meets the relevant requirements of all applicable Australian Standards, the Building Codes of Australia and this Principal Project Requirements (PPR).

All design, materials and workmanship are to comply with the relevant Australian Standards, Building Code of Australia, consent Authority conditions, marketing material, contracts of sale,



the Principal's Project Requirements (PPR) and all other Authority requirements. A preliminary design has been prepared and forms part of the PPR. These drawings, specifications and schedules are required to be subject to ongoing design development and approval from the Principal and the certifier. It is the responsibility of the Contractor to progress this design to the satisfaction of the Principal and obtain necessary approvals including the Construction Certificates and Occupation Certificate (as required to complete the works).

It is important that the successful Contractor understands the standard and requirements expected by the Principal, and assist the development of the following key requirements (not limited to):

- Efficiency in building design to achieve value for money in capital and recurrent costs without compromising services provisions or affecting the design quality and intent that has been conceptualised and approved at DA as well as Marketing, and Vendor Sales Contracts;
- Simple, cost effective, functional design solutions and construction techniques in line with the Principal's Safety Culture and Corporate Vision;
- Design and Construction that is complementary to the existing building/environment;
- Work with any site wide infrastructure requirements;
- Maintain fully functional adjoining facilities and services during the development and construction of the project, while minimising the impact of construction on neighbours, business's and the public;
- To develop and maintain a suitable communication and consultation process for the project;
- To deliver the project at the earliest possible time and within the required budget;
- Provide standards of finish to the highest quality within the project parameters, with a level of completeness on practical completion that minimises defects;
- Ensure a safe construction zone at all times;
- To design and construct apartments in accordance with the PPR and design brief. Emphasis should be placed on improved functionality and extended service life to ensure customer satisfaction with the product that is delivered. A timely and thorough defect identification and rectification program;
- An effective maintenance and warranty program.

## **1.2 Scope of Work**

The scope of work for the project includes (but is not limited to) the following:

- Design, development and coordination of construction documentation through to shop drawings for review and approval by the Principal;
- Two 11 storey residential buildings, associates lobbies, common areas and services;
- A cold shell tenancy capable of being fitted out as an RSL (Registered) Club, in accordance with the Club Lot Design Brief.



**Veridian and Kogarah RSL  
Principal's Project Requirements**

- A cold shell tenancy capable of being fitted out as a commercial office for Wesley (noting full fitout of the commercial lifts and Wesley Lobby)
- Excavation for 3 basement levels, associated parking, storage, services;
- Landscaping and public domain works, including streetscape works;
- Design & Construction of infrastructure services, including:
  - Electricity
  - Gas
  - Water
  - Stormwater
  - Communications and NBN extensions NBN tee off to the building boundary, contractor to connect to communications room.
  - Sewer
- Design & Construction of building services, including:
  - Electrical (including Communications, dry fire and security)
  - Mechanical
  - Hydraulic
  - Lifts
  - Wet Fire Services
  - Irrigation
  - All base services should be provided to the RSL and Wesley Mission tenancy as well as separate connections for water, sewer, recycled water, electricity including DB's, mechanical provision, fire services, etc.
- Stratum and Strata subdivision
- Defect rectification and maintenance period

### 1.3 Development Summary

GFA	Residential 16,800sqm
	RSL 1,850sqm
	Wesley 600sqm
	<b>Total 19,250sqm</b>
Apartment Mix	8 x studio
	105 x 1 bedroom
	104 x 2 bedroom
	3 x 3 bedroom
	<b>220 total dwellings</b>
Parking	60 RSL



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Principal's Project Requirements

11 visitor

13 Wesley Mission

239 residential

1 carwash bay (in a visitor space)

**323 total spaces (minimum)**

Design Life	50 years
Defect Liability Period	12 months



## 1.4 Project Status

A Development Consent with Conditions was issued by Kogarah City Council on 21<sup>st</sup> December 2015.

The Principal intends to lodge a Section 96 which includes the following changes:

- Amended parking layout and numbers
- Relocation of RSL entry
- Change to dwelling B204 layout
- Façade material changes

The Section 96 drawings are included in the Design Drawings

The RSL Club is in the process of procuring a design for the Club fitout of the cold shell. This design process and the Club's Architect will need to liaise with the D&C Contractors design team in order to co-ordinate services infrastructure as it passes through the Club cold shell.

The Wesley cold shell tenancy will be fitted out by Wesley. The D&C Contractor will be required to co-ordinate services infrastructure as it passes through the tenancy; with Wesley's Design team.

## 1.5 Programme

Milestone	Target Date
Development Consent	Complete
Section 96 Approval	January 2017
Construction Commencement	March 2017
Interim OC for RSL Club and Wesley Mission	Date TBC subject to Contractor program
OC for residential strata	Date TBC subject to Contractor program

## 2. Contract Documents

### 2.1 Documents

#### Design Documents

- Architectural Drawings (30% tender drawings and stamped/approved DA Drawings)
- Architectural Schedules
- Landscape and Public Domain DA Drawings
- Civil Documents & Drawings
- Structural Drawings
- Building Services:



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- Electrical – Performance Specification
  - Hydraulic – Performance Specification
  - Fire - Performance Specification
  - Mechanical - Performance Specification
  - Lifts – Performance Specification
- Specifications – Acoustic, Architectural, Finishes, Electrical, Fire, Hydraulic, Lifts, Mechanical
  - RSL Brief
  - Finishes Schedule
  - Sanitary Fitments Schedule

**DA Consultant Reports**

- Access – AED Group
- Acoustic – Acoustic Logic
- Architectural Design Report – Scott Carver
- BASIX – Efficient Living
- BCA – Vic Lilli & Partners
- Contamination – Aargus
- Stormwater – AT&L
- Fire Engineering Concept – Raw Fire
- SEE – JBA Planning
- Structural – Van Der Meer
- Traffic Report – McLaren Traffic Engineering
- Waste Management Plan – Elephants Foot
- Wind – Windtech

**Authority Information**

- Development Consent Conditions – DA 97/2015

**Legal Documents**

- Building Contract (template)
- Consultancy Agreements for Novation (template)
- Approved Form of Unconditional Undertaking
- Deed of Guarantee & Indemnity

**Administrative Documents**

- Tender Invitation Letter
- Tender Conditions & Schedules (Refer to Services Specifications)

**2.2 Design Team**

Discipline	Company	Key Contact
Architect and (Interior Design)	Scott Carver	Doug Southwell or Damian Danieletto
Structural Engineer	Van Der Meer	Stephen Paget



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Civil Engineer	Van Der Meer	Richard Matheson
Services Engineer	InSync	Brett Lipscombe
BCA Consultant	Vic Lilli & Partners	Greg Tomkins
Landscape Architect	Scott Carver	Esther Dickins
Strata Surveyor	RPS	Peter Vandergraaf
BASIX	Efficient Living	David Arnott
Access	AED Access	Michael Eisenhuth
Acoustic	Acoustic Logic	Ben White
Traffic	McLaren Traffic Engineering	Craig McLaren
Waste Management	Elephants Foot	Andrew Lai
Wind	Windtech	Kevin Peddie
Fire Engineer	Raw Fire	Tom Newton

### **3. Principal's Specific Requirements**

#### **3.1 Civil & Stormwater**

- Site clearing, excavation works are to be completed in accordance with the Design Documents.
- The Contactor is responsible for the excavation of all material within the site boundary and the disposal of that material as part of the Works Under Contract.
- Detailed excavation & disposal off site will be the responsibility of the Contractor.
- Bulk excavation & disposal off site will be the responsibility of the Contractor.
- The Contractor is to arrange and fund an independent environmental engineer & hygienist to oversee the classification and removal of material off site.
- The Contractor is to take all reasonable measures when excavating the material to avoid cross contamination of classification types.
- The Contractor is to excavate the site in accordance with the Excavation and Handling Strategy prepared by Aargus which is provided within the Documents Issued for Convenience.
- Dilapidation Reports will need to be prepared by the Contractor to the satisfaction of the Principal and any relevant authorities.

#### **3.2 Infrastructure Works**

- The Contractor is responsible for the Design and Construction of the site infrastructure works, including:
  - Gas



- Telecommunications (Telstra, NBN, Access Control, MATV and Foxtel)
- Potable Water Reticulation
- Sewer
- Stormwater
- Electricity

### **3.3 RSL Works**

The Contractor shall construct a cold shell tenancy, capable of being fitout as an RSL Club. The (Club Lot Design Brief dated 12 September 2014) sets out the minimum requirements for handover to Kogarah RSL. This includes:

- Mechanical services: Capped AC Plant
- Hydraulic services capped
- Electrical services with separate metering
- Fire services to achieve compliance for a cold shell handover
- Lift access including completion of lift and adjoining stair
- Parking and security system as per the design drawings
- Windows and doors as per the design drawings
- Landscape and screening to the Railway Parade frontage
- Provision for signage (subject to future design and approval)
- RSL Club Parking spaces, line marked and labelled accordingly.

### **3.4 Wesley Mission Works**

The Contractor shall construct a cold shell tenancy, capable of being fitout as a Medical training office. The Brief prepared by Maitland Butler Architects sets out the minimum requirements for handover to Wesley Mission, upon completion of fitout (undertaken under separate contract), this includes:

- Mechanical services
- Hydraulic services capped
- Electrical services with separate metering
- Fire services to achieve compliance for a cold shell handover
- Lift access
- Parking and security system as per the design drawings
- Windows and doors as per the design drawings
- Lobby fitout as per the design drawings
- Provision for signage (subject to future design and approval)
- Wesley Parking spaces, line marked and labelled accordingly.



## 3.5 Architectural

### 3.5.1 Basements

#### General

- The minimum dimensions of the carpark spaces must meet the Australian Standards and all applicable statutory requirements.
- Minimum clearances from underside of services and structure in the basement areas is 2.3m minimum, And as per Australian Standard requirements for accessible car spaces.
- The car park layout is as per the Design Documents & Draft Strata Plan. Changes to the layout can only be made with express written approval of the Principal.
- Line marking of all car spaces and painted signage for the intended allocation. Colour delineation between Residents, Club, Wesley and Visitors.
- Carpark floors to have appropriate oil resistant surface sealer.
- Concrete finish – broom finish to ramps and machine float generally, with sealer and imperfections removed
- Slab edges must be graded to drainage points.
- Seepage must be drained from all retaining walls and at the base of the air intake shafts in carparks.
- Slab soffits must be finished to class 3 off form concrete. Imperfections must be ground off and significant filled to provide a consistent surface.
- Wall finishes to be face concrete brick or off form class 3 concrete. Imperfections to be ground off and significant voids filled to provide a consistent surface.
- Wheel stops to car bays as indicated on the design drawings

#### Vehicle Entry to Car Parks

- Design is to consider the acoustic effect on adjacent apartments
- Entry to basement to comprise a panel lift door with
  - Perforated metal sheet in powder coated finish;
  - Electrically operated and controlled by access control system; and
  - Lighting to assist identification of the vehicle entrance.

#### Lift Lobbies

- Lift Lobby areas to have render and paint finish to surrounding walls
- Tile floor and apron around lift lobby is required.
- Bollards are to be provided to protect the lift lobby area and any areas of basement that is adjacent to air plenums

#### Car Wash Bay

- Provide car wash bays as required by Council.
- Car wash bays must be designed and constructed in accordance with Council requirements and Statutory authority requirements.
- A water proof double GPO must be installed adjacent to each car wash bay.
- A hose cock and wall mounted hose reel is to be provided.



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- Grade the floor to falls and ensure that water is contained during car washing with bunding.
- Provide sufficient lighting in the wash bay area.
- Where possible, car washing bays must be in isolated locations.

**Miscellaneous**

- Provide line marking, carpark numbering, directional signage, safety mirrors, general signage, handrails, bollards and column guards to facilitate the safe and efficient movement of vehicles. All metalwork to be constructed from hot dipped galvanised steel.
- Guard Rails or handrails to be provided in front of lift access points and egress points.
- Provide hot dipped galvanised steel corner guards and bollards to protect services and structure where these are exposed to damage from vehicles. Bollards are to be paint finished on completion and identified with reflective warning tape.
- Provide storage compartments as per the Design Documents & Draft Strata Plan.
- Provide storage compartments from full height galvanised metal frames with wire mesh and hinged lockable doors with number signage.
- Storage compartments and bike lockers must be suitable for locking by padlock (lock supplied by occupier).
- Storage cupboards must be accessible without the requirement to enter another owner's lot.
- Provide hot dipped galvanised bicycle racks as required by Council.

**Garbage Rooms**

- Design of the garbage rooms and garbage shoots are to be in accordance with the Design Documents. The Contractor is to ensure compliance with Council's requirements, BCA, any other relevant authorities and the Waste Management Plan by Elephants Foot.
- Garbage rooms on carpark floors which contain chute and compactor systems must be adequately secured from general access
- Transport of bins from basement rooms to ground floor collection area must be considered. Provision of bin moving equipment and service lift as per the Waste Management Plan shall be provided
- Provide clear access to recycle rooms.
- Garbage systems are to comply with the acoustic requirements designated by the acoustic consultant.
- Contractor is to supply bins and storage racks and ensure the design provides for adequate area for bin storage
- Appropriate signage to and within garbage rooms is to be provided.
- Cleaners area with sink, drainage, hot and cold water, shelving to be provided within garbage room for use by the Building Manager.

### **3.5.2 Service Rooms**

Refer to the services Tender brief documents for provisions required to each service room. Signage shall be provided on doors to all rooms. Waste System



### 3.5.3 Fire Stairs & Passages

- Minimum dimensions to meet NCC
- Treads and risers - Steel trowel finished concrete with carborundum powder to all treads Stringers, stair soffits and ceilings —Class 3 concrete with imperfections ground off and voids filled to provide a consistent surface finish.
- Walls - Face brick, face concrete block or off form class 3 concrete with imperfections ground off and voids filled to provide a consistent clean surface finish.
- Handrails to be Duragal or similar steel tubing and meet NCC requirements.
- Statutory Signage and essential services

### 3.5.4 Mailbox Rooms

- Provide secure, vandal proof, individually keyed, numbered, powder coated aluminium (marine grade) letter boxes in the location nominated in the Design Documents.
- Allow one box per apartment, plus one for the body corporate, one for Building Management, one for the RSL and one for the Wesley Mission offices in the appropriate lobby
- Mail boxes must be in accordance with Australia Post and Council Requirements.
- The position of the mail facilities must meet Australia Post requirements.
- Adequate lighting and CCTV security system
- Mail boxes must be sized to take A4; approximately 300mm wide x 200mm high x 300mm deep or similar approved by the Principal's Representative.

### 3.5.5 Residential Lobbies

- The main entry lobbies and typical residential corridors are to be constructed as per the Design Documents.
- Lobby furniture needs to be provided & secured to the ground.
- The junctions between adjoining floor finishes are to be finished to be smooth and level.
- Entry Door to be glazed and operated by intercom security system.
- Allow for recessed entry mat at each entrance and access from Level 1 podium
- Essential services and controls to be positioned and concealed where permissible. Final location is subject to Principal's review
- Allow for 1 x noticeboard per entry lobby, in a timber framed, Perspex front lockable unit
- Signage and wayfinding to Principal's approval
- P50 shadowline ceiling throughout common areas, unless indicated otherwise on design drawings
- Recessed downlights centred in hallways. Align sprinklers, exit signs and other services. Subject to architect approval
- Lift door reveals to be durable and installed to allow for reasonable impact

### 3.5.6 Community Room

- Floor finish to be consistent with paving treatment



- Aluminium framed bifold door system, with lockable latches
- 3 x DGPO
- Minimum twelve (12) recessed downlights
- Square set plasterboard ceiling and walls. Paint finish
- Door signage and provision for notice boards, fabric pin up space

### 3.5.7 Apartment Internal General

- Entry door hardware to be Lockwood Lever Handle (or approved equivalent) with anti-lockout feature in stainless steel satin finish in accordance with the finishes schedule.
- Internal Doors to be standard height, flush faced, pre-primed hollow core door with rebated metal door frame, painted with semi-gloss finish paint equal to finishes schedule.
- Wet areas to have the appropriate water resistant sheeting with full height tiles to bathroom & ensuite with coloured grout.
- All habitable ceilings will be suspended.
- Generally finished ceiling heights to bedrooms, living rooms and dining rooms will be maximised (minimum 2700mm above FFL). Localised bulkheads to habitable spaces can encroach to 2400mm but these encroachments must be kept to an absolute minimum.
- Bulkheads to have balanced appearance.
- Generally finished ceiling heights to hallways, studies and storage areas will be maximised (minimum 2400mm above FFL).
- Finished ceiling heights to be minimum 2400mm in bathrooms, ensuite, laundries and kitchens (unless required otherwise by the BCA).
- In apartments allow for set square ceilings throughout.
- Wet areas may have suspended ceilings with silicone joint in corner between tiled wall and plasterboard ceiling junction.
- Locate service ducts generally in robes, kitchen pantries, storage areas and / or linen cupboards where possible.
- Full height and width glazed sliding doors to balconies are preferred and this must be kept in mind at all times.
- Where service ducts pass through glazing elements, opaque or blanked out (similar to vitrabond or alpollic) infill panels should be used to allow full drop vertical roll-a-blinds installation.
- Skirting generally to comprise splayed finger jointed pine painted in accordance with the finishes schedule.
- Door frames generally painted in accordance with the finishes schedule. Frame profile to be provided to integrate with plasterboard lining with no architraves.
- Suspended ceilings to end in a coffer finish at all windows, glazed sliding doors and glazed bi-fold doors to allow for the installation of blinds.
- Floors generally to comprise heavy duty residential carpet wool 400z. An acoustic underlay, colour as per finishes schedule. A number of dwellings have tiling throughout living areas with acoustic underlay.
- Entry hall to include floor finish consistent with the kitchens, unless indicated otherwise on design drawings.
- Concrete floor slab to have 3mm maximum tolerance to avoid future topping for timber floors.
- Internal door jamb to be nominal 100mm from return wall unless noted otherwise
- Apartment entry door jamb to be nominal 100mm from return wall unless noted otherwise
- Install an aluminium or brass metal angel at the junction of the carpet and tiles.
- Note: Any changes to the layout are only with the express permission of the Principal.



### 3.5.8 Bedrooms

- Silver back mirror wardrobes with silver anodised frame as per the Design Drawings. Includes hanging rails, shelving and 4 x full depth drawers with white melamine finish. Floor finish to match bedroom floor. Paint finish to internal walls and plasterboard nib end wall.
- Bed 1 – 2 x double GPO, 1 x telephone outlet on bed wall, 1 x double GPO and TV/cable on opposite wall
- Bed 2 & 3 – 1 x double GPO on bed wall, 1 x double GPO on opposite wall
- Recessed downlights. Refer electrical layout for quantities
- Concealed A/C unit with linear grille in bedrooms of 3 bedroom units only
- Carpet/tile/timber floor finish as per Design Drawings
- Set ceiling at 2700mm above finished floor level, with square set finish. Note – services bulkheads at 2400mm must be approved by the Principal.
- Timber skirting, paint finish

### 3.5.9 Kitchens

- Kitchens are to be detailed in accordance with the Design Documents.
- The Contractor is to provide detailed shop drawings for the Principal to review prior to commencing any associated construction works. The Contractor is to allow for this review process within their construction programme.
- Walls / substrate moisture resistant plasterboard
- Cabinets to be constructed from 16mm moisture resistant particle board (white melamine or equivalent where not visible externally including shelf's).
- Door & drawer hardware to be Lockwood Hardware (or approved equivalent) soft close to cupboard doors and drawers
- Fridge space – finish as per cupboards with end panels polyurethane to match colour detailed in finishes schedule.
- Allow a GPO in the fridge space at generally 1700mm high.
- Ceilings plasterboard, with insulation where required, painted to suit finishes schedule with a height minimum of 2400mm
- Allow for minimum four (4) compact LED down lights in ceiling plus additional lights as required. Allow for LED strip lights to be installed on the underside of wall hung cabinets.
- Floors – floor tiles as per finishes schedule laid over acoustic underlay as required by the BCA – grout to match tile colour.
- Cupboard space for garbage bin
- Microwave & stainless steel surround allowed for as per drawings (GPO in cupboard) to be installed as per finishes schedule to all apartments.
- Dishwasher (GPO under bench) to all kitchens as per finishes schedule. Dishwasher face finish to be semi-integrated into kitchen joinery.
- Under bench oven as per finishes schedule (GPO under bench)
- Stainless steel gas cooktop as per finishes schedule (GPO under bench)
- Stainless steel sink (Single or 1.5 bowls, refer plans) under bench mounted flush.
- Generally, allow for 2 of double GPOs above kitchen bench per kitchen.
- Wall mounted audio/visual intercom point and security door(s) release point in close proximity to lounge/dining area.
- Minimum width for Fridge space is 800mm for 1B/studio, 900mm for 2B/3B.
- Allow for plumbing provision to 3B fridge zone, for future connection by others
- All doors are to be hinged with good quality stainless steel hinges and include soft closers.



- All drawers are to slide on good quality drawer slides with roller wheels and include soft closers.
- Any visible edges or carcass shall be finished to match the specified visible surface
- The Contractor must locate GPOs for white goods so that they are non-visible yet accessible where the white goods will be/ or are installed.
- White cover plates where plumbing pipework and gas pipework passes through the carcass.
- Ducted range hood (to façade) as per Mechanical Design (GPO in cupboard)
- Benchtop to be 30mm thick Caesarstone (or similar) as per design drawings. Note stone upgrades as indicated in the Master Apartment Schedule
- Splashback to be tiles with grout to match. Note stone upgrades as indicated in the Master Apartment Schedule. Allow for cut-outs for GPO as per design drawings
- Pantry Cupboard to be pull out system with soft close. Shelving and racks as per the design drawings. Joinery pull as specified
- Vitrified floor tile
- Minimum 2 x pot drawers, 4 x utility drawers with cutlery tray in top drawer, overhead cupboards to rear wall, overhead cupboards above fridge (with switchboard build out), 1 x double cupboard under bench
- Single shelf to all bench cupboards and 2 shelves (where space permits) to overhead cupboards.

### 3.5.10 Living & Dining

- Provide one double GPO at close proximity to dining table location.
- Generally, allow a minimum of four (4) LED down light fittings to living and dining area and additional as required.
- Walls generally set plasterboard walls painted with washable matt finish, colour to match finishes schedule.
- Ceilings generally square set plasterboard 2700mm high including insulation where required, painted flat ceiling paint colour as per finishes schedule.
- Set plasterboard ceiling bulkhead with square set ceilings
- Standard height flush, pre-primed hollow core door with standard door frame. Ensure metal door jambs are sufficient width to take into consideration thickness of skirting.. Painted in accordance with the finishes schedule.
- Door hardware to be Lockwood lever handle (or approved equivalent) passage set in stainless steel satin finish in accordance with the finishes schedule.
- Skirting generally to comprise splayed finger jointed pine painted in accordance with the finishes schedule.
- Provision for roller blinds to be located to all windows & sliding doors.
- Four double GPOs to living room. Two (2) of the total to TV as indicated on Marketing Plans.
- TV and Foxtel Digital outlet where TV indicated on Marketing Plans
- Data / internet outlet (Cat 6 cabling and / or as required by service provider)
- Wall mounted video intercom point, telephone point and security door release point in close proximity to living area though not within corridor where possible.
- Air conditioning, indoor concealed unit with its own on/off control with temperature and fan speed adjustment built into the bulkhead above the kitchen (where facing the living area). Linear grille to kitchen bulkhead



### 3.5.11 Bathrooms

- The design and construction of the bathrooms is to be in accordance with the Design Drawings.
- Floor wastes – Smart tile insert floor waste for all bathroom types with tiles laid to fall. Set out of floor waste to be coordinated with tiles ensuring floor waste is not across any joints.
- Floor tiles in accordance with Finishes Schedule.
- Full height wall tiles laid to suit floor tile with grout to match tile colour in accordance with finishes schedule. Feature tile wall located on basin wall.
- All tiled corners and / or exposed edges must be anodized / powdercoated aluminium tile trims used – no plastic trims permitted.
- Shower enclosure screen generally: Semi-frameless toughened 10mm (minimum) glass fixed panel as per the finishes schedule with enclosure opening 600 wide from wall to edge of screen.
- Shower screens are to be frameless full height and coordinated with the shower head height and tile lines.
- All tapware to be in accordance with the finishes schedule.
- Allow for two (2) LED down lights in ceiling as per finishes schedule (1 over vanity, 1 in centre of room), also allow for an LED strip light built into the shaving cabinet over the vanity plus additional lights as required.
- Allow for a double GPO above vanity bench.
- Concealed cistern toilet suite with flush button access panel in vanity wall. Self-closing toilet seat.
- Wall hung vanity basin with single tap hole, in-built over flow and polished chrome plug & waste with chrome bottle trap.
- Shaving cabinet custom made, wall hung above vanity basin, with shadow line to top and sides with mirrored doors, comprising recessed finger pulls.
- Cabinets to be constructed from 16mm moisture resistance particle board (white melamine or approved equivalent) including shelves.
- Provide chrome plated or white cover plates where plumbing pipework and gas pipework passes through the carcass.
- Door hardware to be Lockwood (or approved equivalent) soft close to cupboard doors.
- Vanity shelf to comprise 30mm reconstituted stone – colour as per finishes schedule.
- Bathroom accessories in accordance with finishes schedule and generally comprise of:
  - Toilet roll holder
  - Towel rail
  - Soap holder

Layouts to consider placement of toilet roll holder, towel rails, soap dish, robe hook.

- Exhaust fan – provide an exhaust fan complete with a 10 minute run on time wired with the light switch (all external louvres must be powdercoated aluminium and weather and vermin proof) as per BASIX, NCC and Mechanical consultants requirements.
- Standard height, flush, pre-primed hollow core door with lift off hinges painted in accordance with finishes schedule.
- Door hardware to be Nova Hardware (or approved equivalent) with privacy lock to main bathroom, passage set for ensuite in stainless steel satin finish in accordance with the finishes schedule.
- Entry threshold as per finishes schedule.
- The Contractor is to provide detailed shop drawings for the Principal to review prior to commencing any associated construction works. The Contractor is to allow for this review process within their construction programme.



- Door stops to protect door from towel rails and the like

### 3.5.12 Laundries

- The design and construction of the laundries is to be in accordance with Design Drawings.
- The Contractor is to provide detailed shop drawings for the Principal to review prior to commencing any associated construction works. The Contractor is to allow for this review process within their construction programme.
- Double GPO on rear wall
- Hot and cold washing machine cocks concealed within laundry tub. Tub to include access panel opening in side of washing machine.
- White melamine shelving as per Design Drawings
- Tile floor finish and skirting tile with fall to drainage
- Splashback tiles
- Inbuilt laundry tub and mixer (as specified)
- Recessed downlight over laundry tub
- Exhaust fan with separate switch
- Clothes dryer as per finishes schedule.

### 3.5.13 Storage Cupboards

- Single or double door joinery cupboard. Full height to ceiling. Joinery pull as specified
- Adjustable shelving as per design drawings. White melamine finish internally
- Floor finish to match adjoining space
- Cupboard door finish to be 2-pac polyurethane, colour to match adjoining walls

### 3.5.14 Studies

- Double GPO on rear wall
- Phone/data/cable on rear wall
- Recessed downlights as per Electrical Drawings (minimum 2)
- Where storage to study area indicated, refer to 3.5.13 Storage Cupboards.
- Timber veneer bench with hole in top with provision for cabling (study nook only, refer design drawings)

### 3.5.15 Balcony / Wintergarden / Courtyards

- Hobs poured monolithic with slab between internal and external areas
- IP rated LED recessed light to wintergardens.
- Level floor tiling. Free draining to slab to falls and drainage under
- Overflows to all balconies
- Soffit to be patched and textured painted or set FC finish to wintergarden or areas with insulated floors above as required under BASIX.
- A/C condenser to be positioned as per Design Drawings, ensure no less than 1m clearance from balcony edge. Conceal all refrigerant, power and tundish
- Waterproof GPO in non-climbable position to balustrade.
- Sliding aluminium doors to balconies (no stacking doors)



- Rainwater drainage concealed in slab and downpipes concealed in walls or columns (no exposed downpipes)
- Gas bayonet and electrical outlet to balcony & courtyards, no gas provision to Wintergardens
- Allow for irrigation system to planters within courtyards and balconies
- Wall lights to side wall and/or opaque window system panel
- Gate to Level 1 courtyards, with lock keyed alike to apartment entry. Finish to match privacy screen

### 3.5.16 Internal Stairs (where applicable)

- Timber enclosed treads and stringer.
- Steel post and handrail, with vertical steel balustrade infill, fixed to face of stringer
- Stair construction to be acoustically treated and separated from the party wall

### 3.5.17 Façade

- The Design and Construction of the facade is to be in accordance with the Design Drawings.
- Aluminium door and window systems are to be commercial apartment grade and of a marine grade quality. The window system must provide acoustic insulation and glazing type in accordance with Council, BASIX and NCC requirements.
- All operable windows and sliding doors at Level 1 must have fitted keys.
- All operable windows above Level 1 to include cam handles.
- All sliding doors to balconies above Level 1 to include latch locking only
- Locks to apartment's windows/doors must not be keyed alike to any other apartment.
- Windows must be designed to enable both the interior and exterior of the apartment windows to be cleaned from within the apartment or from a balcony attached to the apartment. Window cleaning facilities must comply with BCA and other statutory codes.
- Windows are to be in accordance with Basix & Section J, the Principals acoustic requirements including Acoustic Logic's Noise Impact Assessment Report and NCC.
- Building drainage is a combination of concealed pipework within the structure & exposed boxed out downpipes externally – any necessary exposed downpipes and fixing brackets must be colorbond steel, painted plastic or similar approved by the Principal's Representative. Balcony floor waste pipe work is to be concealed within the facades of the building. Exposed pipe work is not permitted on balconies or externally anywhere.
- Facade elements must be durable, items which are subject to corrosion or rot are not to be used.
- Sun shading devices and balustrade details must be in accordance with the Design Documents including Wind and Basix Reports.
- Balcony soffits to be painted.
- All awnings must be weatherproof and in accordance with the Design Drawings.
- All exposed concrete & masonry is to be painted or sealed as per the Architectural Specifications.
- Full height window systems shall include opaque slab edge cover and angle trims with no visible concrete.
- Brick façade to be of consistent brick texture/colour and include galvanised angle supports, stone capping and flashing to openings



- Flyscreens are not required, all frames must have the capacity to install flyscreens by future occupants.

### 3.5.18 Doors, Hardware & Keying

#### Doors and Hardware

- Door hardware is to comply with the NCC and Australian Standards.
- A master construction key system shall be utilised to ensure security of the apartments on completion.
- All doors are to be hung in double rebate metal frames with loose hinges.
- Doors to be fire rated or smoke resistant as required by code, and Doors and frames to be painted with semi-gloss paint.

#### Apartment Doors

- Internal doors to be paint grade hollow core flush faced
- Doors to habitable rooms are typically 2040mm x 820 mm
- Apartment entry doors paint grade fire rated flush faced
- Apartment entry doors are typically 2340 mm x 920 mm
- P50 shadowline to entry doors off corridors.
- Where sliding doors to bedrooms shown, to be internal typically 2040mm x 820mm

#### Other Doors

- External doors to be solid core weather proof and fire rated as required. Where applicable, external doors are to be fitted with a prefinished metal hood to protect top of door from weather.
- Service cupboards to have solid core doors, fire rated as required.
- Doors to garbage rooms, loading bays, back of house areas to fitted with aluminium protection (minimum 500mm in height) across the bottom of both sides.
- If used, full height wall cavity hollow core sliding doors are to appear similar to the hinged doors. Cavity doors to be flush with reveal when open and have edge recessed pulls along with regular finger pulls. They are to be top hung, with no exposed floor track.

#### Door Furniture

- 2 sets of keys for each apartment
- Each apartment entrance door to be keyed to differ from other apartments
- Each apartment entry key is to open only the entrance door
- Satin chrome or stainless steel finish lever type furniture
- Bathroom sets to bathroom and ensuite
- Passage sets to all other internal doors
- Door stops to minimise wall damage from hardware

#### Private Courtyards

- All gates to private courtyards to have a lock. The gate locks are to be keyed alike to the entrance door of the unit they serve.

#### Common Areas



- Plant rooms must be keyed alike unless an Authority requirement dictate otherwise.
- Where specific keys are required by an Authority, provide key tubes for the Authority to gain access to the site-specific keys.
- Common area facilities must be keyed alike
- All externally publicly accessible common areas on ground floor must have a lock protection plate

### 3.5.19 Signage

- Building is to have the required signage in accordance with requirements of NCC, Australian Standard, Authority Requirement and the building finishes schedule as indicated on the Design Drawings.
- Internal signage generally to be brushed aluminium with individual lettering for:
  - Apartment numbers
  - Floor numbering
  - Directional signage for ease of identification by occupiers and visitors. (including street address lobby signage in car park areas)
  - Directory sign at each of the main building entrances to be provided in accordance with the finishes schedule and Design Drawings and where not specified to be approved by the Principal's representative.
  - Signage to be professionally designed and integrated with the buildings character and style and always subject to Principal's approval prior to manufacture and install.
  - Signage zones identified under the Development Approval shall have power reticulated and capped off to those zones, as approved by the Principal, in anticipation of the occupant installing signage as part of fitout.
  - Power reticulation to the appropriate Stratum.

### 3.5.20 Roof

- Photovoltaic cells to be installed to Building A roof. Refer electrical design for details
- Pebble ballast on insulation, drainage cell and concrete slab to falls
- Tanking waterproofing, with drainage outlets and overflow
- Roof safety system for maintenance and façade cleaning
- Landscaping, lighting and common amenities to Building A as per design drawings
- Balustrade and roof perimeter frame to be consistent with façade and window treatment
- Plant rooms and equipment to be adequately screened and acoustically treated

## 3.6 Landscape

- Design the Landscape works so that at Practical Completion the landscaping has a significant impact and appears well established and lush in accordance with the Landscape Architect and Conditions of Consent requirements.
- All landscaping must be of low maintenance design, not subject to damage in normal use and must include an automatic irrigation system.



- Irrigation shall be by a standard automatic watering system. The irrigation system is to utilise stored rainwater if a retention tank is required by an Authority.
- Planters should be positioned to avoid placement adjacent to or over habitable spaces wherever possible.
- Where planters are used, they should not have common wall with an apartment.
- External paving to be in accordance with the approved Conditions of Consent/Landscape Drawings/Finishes Schedule
- The Head Contractor is required to include 12 Months MAINTENANCE AND UPKEEP on Landscaping. This includes lawn mowing, replace replacement and other regular maintenance.

### **3.7 Structure**

The structural system must be designed so that the vertical load is simple, with very limited application of transfer structures. The structure is envisaged to generally consist of post-tensioned concrete slabs, precast concrete blade walls and in-situ concrete columns. Where concrete elements on the façade are not clad/rendered/textured, the use of precast concrete is to be considered.

Structural set downs or hobs to be used where required at external apartment areas to meet NCC requirements, achieve waterproofing, achieve falls to waste and/or overflow outlets and achieve flush thresholds between wintergardens and internal apartment areas. Where hobs are used between internal areas and balconies they are to be poured monolithic with slab

Set downs to adaptable bathrooms to ensure a flush floor finish to all internal areas.

Column and grid positions are to be determined to eliminate transfer levels.

### **3.8 Building Services**

Refer to services design drawings and specifications

All services penetrations and openings to be fire rated equal to the wall or floor

#### **3.8.1 Electrical**

##### **Electrical**

All electrical works shall be carried out in accordance with the Work, Health and Safety, National Code of Australia, Australian Standards and Local Supply Authorities.

The electrical consultant should allow Liaison with the supply authority with respect to the calculated site maximum power demand of the site. Furthermore, the consultant's involvement will extend to include liaison and coordination with a level 3 Accredited Service Provider to ensure service mains/connection point and protective device coordination and



grading are designed in accordance with the Supply Authority Design Guidelines and the Australian Standards.

The power infrastructure shall be designed to allow future growth, alterations or even emergency for system power failure. The power cables should be run on cable support systems throughout the whole installations via heavy duty PVC conduits, cable ladders, cable trays and/or catenary wires.

For all spare conduits a draw string wire shall be noted as a requirement for future installation and alterations by the contractor.

The consultant shall allow for separation with all other services (i.e. water, gas, telecommunications, etc) in accordance with the Australian Codes.

The proposed main switchboard (s) is generally required to be positioned no further than 50 meters from the connection point (considering the point of connection is the substation being positioned on site boundary). This requirement is essential to the cable length, size and subsequent cost. In addition and provided that the site is effectively spread into multiple Electrical Risers, other factors should also be calculated such as voltage drop and total earth fault loop impedance which will provide the Principal the integrity of the system with an overview of the correct size and length adequate enough to excite the protective device to operate and isolate safely.

The proposed main switch room should be located in such a way that will reduce the total cost of the cable runs to and from the switch board . The switch room over 15kA fault levels and over 3m in length shall have two EXIT doors hinged to open outward away from the room to enable compliance to the Australian Code.

For all commercial development, the consultant should allow a power factor correction unit for within the switch room for future installation based upon final load arrangement over the house services section of the main switchboard. The power factor correction unit purpose is to reduce the active power or (demand) consumed from the house services and essentially reduce the electricity bill to the client.

Energy Monitoring for all services may be required (subject to BCA report), such as essential/safety services, power and lighting, central hot water supply and other ancillary plants.

Retail Metering shall be housed within the main switch room whereas for high density development, apartment meters shall be proposed on individual floor basis. Allowance to Retail metering to be less than 100A three phase. Additional loads per retail place will have a consequent increase in the Main switchboard size for housing CT meters reading equipment and therefore an early liaison with the Principal with respect to commercial/retail loads is important to ensure the main switch room spatial requirements as well as the total maximum demand are designed to suit.

All electrical wiring within the building is required to facilitate the requirements of the Principal and enable the distribution of telephone, data, free to air and pay TV throughout the site.



## Data Communications

The Electrical Contract Works related to the data communication and NBN requirements of this project shall comprise of the design of data communication reticulation systems and associated accessories for copper and/or future fibre cable entry into the site and to each residential tower including retail via dedicated communications route. The contractor shall ensure co-ordination of fibre lead-in conduit from existing or new Telstra pit appropriate to site.

The contractor shall make for provision for NBN ready to each premise for future connection. All fibre communications cabling is to be reticulated through the building in accordance with the latest edition and requirements of the Statutory Authorities.

### 3.8.2 Mechanical System

Authority Compliance – all mechanical services to comply with the following authority publications;

- NCC
- AS 1668.1 2015 – Stair Pressurisation Systems
- AS1668.2 2012 – Ventilation Systems
- AS1668.4 2012 – Natural Ventilation
- AS1677 – Refrigerant Systems

#### 2. Stair Pressurisation system

- The Stair pressurisation system will consist of a fan situated at the top of every independent fire stair well, controlled by a variable speed drive (VSD) linked to the fire control system.
- Each Stair pressurisation will have a means of relieving the zone pressurised by the stair pressurisation system
- Building A will relieve stair pressurisation air via louvres located at the windows serving the lobbies on every level.
- Building B will relieve stair pressurisation air via a duct dropping down the core of the building connected to a relief air fan on the roof of building B. The stair pressurisation relief fan will be controlled by a VSD being linked by static pressure difference with the stair pressurisation fan.
- The car park stair pressurisation fans will be relieved via the car park exhaust system. The car park exhaust system will be controlled by VSD and linked by static pressure difference with the stair pressurisation systems.

#### Car Park Ventilation

- The car park ventilation system will consist of an exhaust fan exhausting car park levels, Basement 3, Basement 2 and Basement 1. The exhaust fan will be controlled by a VSD and interlocked with the fire system for independent control by the fire brigade. The make-up air for the car park ventilation system will consist of a supply air fan controlled by a VSD and interlocked with the fire system for independent control by the fire brigade.
- The carpark exhaust system will discharge on Level 1 Podium level more than 3m above trafficable area in a vertical direction and 6m away from any ventilation opening.
- The carpark supply system will obtain outside air from an intake plenum located on Level 1 Podium and be 6m away from any exhaust discharge.



**Veridian and Kogarah RSL  
Principal's Project Requirements**

- Ground level car park will be naturally ventilated through opposite openings located at the north and south of the car park. The openings shall comply with the NCC and AS1668.

**Ventilation Systems**

**Outside Air**

- Outside Air will be supplied to the RSL tenancy according to AS1668.2 being ducted from the car park supply air plenum.
- Outside Air will be supplied to the Wesley tenancy according to AS1668.2 being ducted from louvres on the tenancy façade.
- Outside Air will be supplied to the apartment lobbies according to AS1668.2, being supplied to Building A through operable louvres, and Building B via mechanical means ducted from the roof of Building B.
- Outside Air will be supplied to the apartments according to the NCC & AS1668.2, through openable windows.

**Lobby Supply**

- Lobby supply air for the ground floor entrances to the lifts will be supplied by mechanical means, obtained via louvres located on the building façade.
- Lobby Supply to Building A will be supplied via natural ventilation to the NCC and AS1668.4, through operable louvres located along the lobby corridors.
- Lobby Supply to Building B will be supplied mechanically from a fan located on the roof of Building B and ducted through the core of the building to the lobby corridor on every level.

**Toilet Exhaust**

- Apartment Toilet exhaust will be provided through mechanical means discharging on the façade of the apartment to the NCC and AS1668.2. Toilet exhaust will be controlled by the light switch with a run-on timer to section J of the NCC.
- Wesley Tenancy toilet exhaust will be provided through mechanical means discharging on the roof of Building B to the NCC and AS1668.2. The provision will consist of a fan to the expected capacity of a tenancy floor area and capped off for tenancy fitout connection.
- RSL Tenancy toilet exhaust will be provided through mechanical means discharging on the roof of Building B to the NCC and AS1668.2. The provision will consist of a duct system to the expected capacity of a tenancy floor area and capped off for tenancy fitout connection.

**Laundry Exhaust**

- Apartment laundry exhaust will be provided by mechanical means discharging on the façade of the apartment to the NCC and AS1668.2. Laundry exhaust will be controlled by the light switch with a run-on timer to section J of the NCC.

**Kitchen Exhaust**

- RSL Kitchen exhaust will be provided through mechanical means, with the kitchen exhaust fan on the roof of Building A being controlled by a VSD. The kitchen exhaust fan will be ducted through the building to the RSL tenancy and capped off for connection with the tenancy fitout.



## Veridian and Kogarah RSL Principal's Project Requirements

- Apartment Kitchen exhaust will be provided via a range hood ducted to the façade of the apartment to the NCC and AS1668.2. A booster fan will be installed to ensure system static pressure is overcome.

### Garbage Exhaust

- Garbage exhaust systems will be provided to the garbage rooms, recycling rooms, garbage chute, and bin rooms. Garbage exhaust will be provided via mechanical means and ducted to the roof of Building A and Building B and discharged vertically to the NCC and AS1668.2. The garbage exhaust system will run 24 hours a day 7 days a week, with the rooms under negative pressure to ensure foul odours do not escape to adjacent enclosures.

### Grease Arrestor Exhaust

- Trade waste room will be ventilated via mechanical means being ducted to the roof of Building A. The grease arrestor exhaust system will run 24 hours a day 7 days a week, with the rooms under negative pressure to ensure foul odours do not escape to adjacent enclosures.

### Plant room exhaust

- All plant rooms will be ventilated in accordance to the NCC and AS1668.2, with air being exhausted mechanically from the rooms keeping the rooms under negative pressure and make up air being supplied through relief louvres.

### Pump Room supply and exhaust

- The fire pump room will be ventilated in accordance to the NCC and AS1668.2, with air being supplied to the room mechanically from a louvre on the ground floor and ducted to the fire pump room. Excess air being exhausted through mechanical means and ducted to the roof of Building A.
- The Rainwater Pump room will be exhausted mechanically to the NCC and AS1668.2 with make-up air being provided through relief louvres.

### Air Conditioning Systems

#### Apartment A/C

- Apartment air conditioning will be provided via split refrigerant systems, with at least one indoor concealed Fan Coil Unit being located in the living/dining areas, with the outdoor condenser unit being located on the corresponding balcony. The three bedroom apartments will have additional indoor concealed Fan Coil Units serving each bedroom and a separate concealed Fan Coil Unit serving the living/dining room, connected to a single outdoor condenser unit located on the corresponding balcony.

#### RSL A/C

- Air conditioning to the RSL tenancy will be provided on a base building installation, with the total expected air conditioning load being served by multiple indoor concealed Fan Coil Units spread throughout the tenancy. The Air conditioning system provided will be a Variable Refrigerant Flow (VRF) system, with multiple indoor units connected to a bank of outdoor condenser units.



- RSL outdoor condenser units will be located in the allocated plant area on Level 1 Podium.
- The Air conditioning system will be zoned into a glass perimeter zone and two internal zones.
- The air conditioning system will be provided with a manufacturer's proprietary control system to serve a minimum of 10 zones for future connection.

#### Wesley A/C

- Air conditioning to the Wesley tenancy will be provided on a base building installation, with the total expected air conditioning load being served by multiple indoor concealed Fan Coil Units spread throughout the tenancy. The Air conditioning system provided will be a Variable Refrigerant Flow (VRF) system, with multiple indoor units connected to a bank of outdoor condenser units.
- RSL outdoor condenser units will be located on the roof of Building B in the allocated plant area.
- The Air conditioning system will be zoned into a glass perimeter zone, two internal zones and a lift lobby/reception zone.
- The Wesley tenancy will be fitted out with supply air and return air grilles, being disconnected from the indoor Fan Coil Units for tenancy fitout connection.
- The air conditioning system will be provided with a manufacturer's proprietary control system to serve a minimum of 10 zones for future connection.

### 3.8.3 Wet Fire Services

- **Water Supply** - water supplies for buildings exceeding 25m in effective height must comprise two acceptable water supplies (Grade 1 or dual supply). For this development we anticipate that the existing 200mm Sydney Water main located within Railway Parade will have sufficient permissible flow to service the total combined flow rate of the combined fire hydrant / fire sprinkler service. As such the combined fire hydrant / fire sprinkler water supply shall be provided by a single on-site water storage tank located at low level within the building in addition to a single town's main connection.
- **Fire Pumps** - Booster pumps shall be provided to ensure adequate pressure within the combined fire hydrant / fire sprinkler service. Pumps shall be installed on the fire hydrant / fire sprinkler service water supply, in parallel to the fire brigade booster valve assembly so that Fire & Rescue NSW appliance boosting is not effected by operation of the on-site pumps. Buildings more than 25m in effective height require a more reliable pump installation in accordance with Building Code of Australia requirements. This increased reliability is achieved by the installation of pumps in duplicate, one being driven by an electric engine and the other being driven by a diesel engine
- **Fire Brigade Booster Valve** - A combined fire hydrant / fire sprinkler service fire brigade booster valve assembly shall be provided within the site boundary, in a location agreed with the NSW Fire Brigade. The booster valve shall incorporate the following requirements;
  1. A 150mm 6 way fire hydrant supply for fire hydrant service town main supply.
  2. A 150mm 6-way booster connection to each pressure zone.

The booster valve assembly shall be located affixed to the building façade, within sight of the main entry. A 90/90/90 radiant heat shield wall shall be provided behind the booster assembly,



extending a minimum of 2m either side of the farthest hose connection points, and 3m above the highest hose connection points.

- **Fire Hydrants** - Fire hydrants shall be located such that every point of the building can be reached by a 10 metre hose stream from a 30 metre fire hose laid out in the actual path of travel to the point of coverage. In addition every room within the development must be reachable by a fire hose, with at least 1 metre of fire hose able to be extended into the room
- **Fire Sprinklers** - Fire sprinklers shall be located such that every point of the building can be reached by a fire sprinkler spray pattern, with the exception of;

1. Fire separated rooms containing only dry type electrical equipment.
2. Where deemed not applicable to the fire safety system as determined by a fire engineering assessment.

Fire sprinkler control assemblies shall be provided to each fire sprinkler installation on each floor of the building, with pipework then reticulated throughout the floor to the individual fire sprinklers.

Monitored isolation valves and flow switches as well as provision for drainage of test water will be provided at each fire sprinkler control assembly. The fire sprinkler flow switch and monitored valves will be connected to Fire & Rescue NSW via the Fire Alarm Panel.

The RSL Club and Wesley Mission office will be provided with base building sprinkler protection only.

### **3.8.4 Hydraulic Services**

- **Sub-Soil Drainage** – will be provided below the B3 slab on ground. Drainage will be collected with slotted pipework and reticulated to a central collection location (via a pollutant filter screen) where it will be pumped back to the OSD tank for discharge into the site stormwater drainage system after having the water quality managed via filtration devices located within the OSD tank.
- **Stormwater Drainage** – will be provided to all areas at grade that are exposed to rainfall, as well as throughout carpark levels of the building. Carpark drainage will be provided via a dedicated system that discharges to the sub-soil drainage system for water quality treatment prior to site discharge. Other areas of the building will be drained via gravity into a new connection to the adjacent Kogarah Council stormwater pit on Blake Street.
- **Rainwater Plumbing** – rainwater plumbing system drainage will be achieved via the following systems:
  - o Syphonic downpipes located to collect rainwater from all outlets on roof areas. The rainwater shall be discharged to the rainwater tank via a suitable first flush diverter.
  - o Gravity downpipes located to provide drainage to all apartment balconies and terraces throughout the development. Rainwater plumbing systems will discharge into the stormwater drainage system.



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- Sanitary Drainage – a system of gravity drainage will be provided to collect discharge from all fixtures and sanitary plumbing systems throughout the development. A site sanitary drainage connection will be made into the Sydney Water sewer main currently located within the site boundary on the eastern side of the property.
- Sanitary Plumbing – aerial drainage and “Sovent” stackwork shall be used to provide connection of all fixtures through the development. Sovent stacks will be located so that each apartment can be serviced by a dedicated riser, and therefore limit any requirement to penetrate party walls between apartments. Sanitary plumbing systems shall discharge via gravity in the sanitary drainage system.
- Grease Waste – a 4,000L grease arrestor will be provided for the collection and pre-treatment of the RSL Club kitchen waste prior to discharge into the SWC sewer system. The grease waste system will discharge into the B3 sewer pumping station after passing through the grease arrestor. This waste will be pumped through the building to discharge into the gravity sewer system. A grease waste agreement will be created between the Tenant and SWC.
- Trade Waste – a 1,500L/hr Cross Flow Interceptor (CFI) will be provided for the car wash bay located on site. The drainage from the car wash bay will pass through a 500L settlement pit before passing through the CFI. The discharge from the CFI will be conveyed to the sewer system prior to discharge to the SWC sewer main. A trade waste agreement will be created between the Tenant and SWC.
- Potable Cold Water – potable cold water shall be sourced from a dedicated potable cold water service connection to the Sydney Water main located within Railway Parade. A site containment backflow prevention device shall be located at the site boundary (in the B1 Meter/Pump Room). Individual authority-metered mains pressure water services will be provided for the RSL Club, Wesley Mission Facility, and Shared Services facilities. A dedicated pump-boosted service shall be provided for the Residential towers with individual metering to each apartment, and the central hot water plants, as per Sydney Water Corporation (MLIM) requirements.
- Potable Hot Water – hot water for the Residential development shall be provided through an “Embedded Network” system based on retailer requirements. A central gas fired hot water plant shall be provided at the roof level of each residential tower. A system of flow and return pipework shall be provided, with pump circulation, to reticulate hot water throughout residential areas of the development. Individual meters shall be provided to each apartment, located with service risers that are accessible from the common corridor area (in accordance with Embedded Network Operator requirements). Garbage area hot water will be generated by individual electric hot water units located adjacent to each garbage room. The potable hot water for the RSL Club shall be provided as part of the RSL Club fitout by the tenant. The potable hot water for the Wesley Mission shall be provided by local electric hot water units as nominated.
- Natural Gas – natural gas shall be sourced from a dedicated connection to the Jemena main located within English Street. A site Volume Boundary Regulator (VBR) assembly shall be located within the Authority gas regulator/meter room on ground level adjacent to the Loading Dock. Natural gas will be supplied for the residential units and central hot water plants via a Volume Boundary Meter (VBM). An Authority meter will be provided for the RSL Club, which shall be fed from the gas service upstream of the residential VBM. The RSL Club meter shall be located in the regulator/meter room.



### 3.9 Security Access and Intercom

A suitable security system shall be installed throughout the development. At a minimum it should comprise:

- CCTV covering RSL parking, building entry points and common areas
- Video intercom system at each residential entry and lift entry at basement 1
- Remote access to roller shutters
- FOB sensor at all lift entries, lobby entrance and Level 1 podium access
- Final security design to be approved by the Principal

### 3.10 Lifts

Lifts to be of a design to fit within nominated lift shaft sizes and generally as per the lift services brief and the following:

Provide protective sheets and discreet hanging points to all interior faces.

As a minimum:

- Lift doors minimum 1,000mm clear
- Minimum 13 passengers
- Must not require a lift motor room
- Internal depth 2,100mm and ceiling height of 2,400mm
- Lift car interiors to be as per finishes schedule
- Lift travel speeds are to be a minimum of 1.6m/s or as approved by the Principal
- Lift car floors to allow for install of tile / stone flooring (maximum weight to be specified by Lift Contractor at early stage)
- Fitout to allow for flush white ceiling with recessed LED lighting
- Fitout include timber veneer wall linings with full height mirror to the rear wall.
- Satin Stainless steel handrails.
- Recessed Call buttons and Indicator landing lights.

### 3.11 Acoustic

General

A noise and vibration report has been prepared by Acoustic Logic.

Unless a higher standard is specified by codes and standards current at the date of issue of the Construction Certificate, the minimum acoustic performance of building elements is:

The building must be designed and constructed to comply with all acoustic requirements as required by the acoustic engineer, council, NCC, Australian Standards and any other relevant authority.



All hydraulic services within sole occupancy units shall be lagged

Noise levels in a habitable space due to the operation of the lifts and garbage chutes must not exceed the limits nominated in Australian Standards.

In ceiling space, Hydraulic Services located over habitable areas must be acoustically treated.

Wesley Offices

- The Contractor is to engage an acoustic engineer to assess the construction details for the windows and skylights to ensure that all relevant standards of noise separation are achieved between the Wesley tenancy and the residential units and the rooftop balconies associated with these units.
- The Contractor is to engage an acoustic engineer to assess noise transmission reduction requirements (if any) between the Blake Street balcony and the neighbouring residential unit and its balcony.
- Copies of the acoustic report and correspondence is to be issued to The Principal for approval.
- The Contractor is to implement the measures recommended by the acoustic engineer to ensure that noise transmission from Wesley premises do not impact on the surrounding residential amenity over and above the regulatory standards.

### **3.12 BASIX & Section J**

A BASIX assessment has been prepared by Efficient Living and forms part of the Design Documents.

The development must achieve the minimum BASIX requirements in accordance with the DA BASIX certificates and reports.

Changes to the BASIX Certificate must be approved by the principal's representative.

Glazing and building fabric for the RSL and Wesley tenancy to be compliant with NCC Section J

### **3.13 Accessibility**

An access report has been prepared by AED Access and forms part of the Design Documents.

22 apartments are required to be designed and constructed as adaptable. These apartments have been nominated in the Design Documents and include accessible car spaces within the basements.

An Access and DDA review is required to ensure the development has suitable path of travel, access and manoeuvring requirements as outlined in the Access Report.

### **3.14 NCC**

A NCC report has been carried out and forms part of the Design Documents.



Any non-compliances identified shall form part of Fire Engineering solutions or should be addressed to ensure Occupation Certificate is achieved.

### **3.15 Fire Engineering**

Alternative solutions have been identified in the Fire Engineering report prepared by RawFire.

Provisions and services required to achieve the alternative solution and Fire Brigade approval shall be provided.

Any additional alternative solutions being considered shall be approved by the Principal.

### **3.16 Traffic**

A Traffic and Parking report has been prepared by McLaren Traffic Engineering and forms part of the Design Documents. The final design must comply with this report and meet the requirements of Council.

### **3.17 Wind**

A Wind report has been prepared by Windtech and forms part of the Design Documents. The final design must comply with this report and meet the requirements of Council.



## 4. Authorities

Development Approval has been received from Kogarah Council. The Principal shall be submitted a Section 96 and is responsible for obtaining approval.

The Contractor will be responsible for:

- Engaging the Principal Certifying Authority
- Obtaining Construction Certificates as required to complete the building works,
- Obtaining Interim and Final Occupation Certification.
- Paying all Long Service Levy and Authority Charges (excl. Section 94 Contributions) in order to achieve release of the CC. This shall include all damage deposits and the like.



## 5. Legal

### 5.1 Building Contract

The contract will be the Australian Standards General Conditions of Contract, for Design and Construct AS4300 1995 (modified). It is a requirement of the Head Contractor to consider all the conditions listed within the document and make all necessary allowances in complying with its contents and this Invitation to Tender.

A copy of the proposed Building Contract is attached to this Invitation to Tender correspondence.

### 5.2 Title & Stratum Information

The development comprises of three stratus, identified in the enclosed draft stratum plan as PT1 (RSL stratum), PT2 (commercial stratum) and PT3 (residential stratum). The residential stratum will be further strata subdivided as the project nears completion for the settlement of apartments. The commercial and RSL stratum shall be handed over to the Principal a minimum of three months prior to the practical completion of the residential stratum, to allow the fitout of these areas to occur under separate contract.

The Site is formally known as Lot 2 in Deposited Plan 1188418. A copy of the title plan is enclosed.



## 6. Contractor Requirements

### 6.1 Scope of Services

The Contractor in a thorough competent and professional manner and with all reasonable diligence and expedience, will carry out the design and construction, (including cost management and program management) services for the delivery of the project in accordance with their responsibilities under the Design & Construct Contract.

Services to be provided by the Contractor are to include, but not limited to:

- Management, consultation, negotiation and liaison:
  - With the Principal, consultants and other key stakeholders.
  - On external infrastructure provision with State Government entities, Local Authorities, and others as required to achieve outcomes acceptable to the Principal.
  - With necessary authorities on applicable laws, statutes, regulations and codes of regulating entities as required to achieve outcomes acceptable to the Principal.
- Ensuring effective communication occurs between the project team in preparation and completion of design documentation.
- Providing monthly reports in a format prescribed by the Contract incorporating;
  - Minutes of latest Project Control Group
  - D&C Exception Report
  - Program and associated Activity Status Report
  - Monthly Cash Flow (projected on an accrued basis).
  - Procurement Monitoring Report
  - Digital photographs (during construction)
- Ensuring the provision and distribution of drawings and documents to enable progressive review by the Principal.
- Minuting all meetings with the Principal, inclusive of all design meetings and distribute minutes
- Ensure that all procurement processes comply with general industry regulations/standards, Australian Standards and the NCC to maintain the integrity of the built product
- For the purposes of the Contract, all variations are to be submitted and measured as follows:
  - Building work: In accordance with the Australian Standard Method of Measurement of Building Works.
- Engagement and management of consultants and/or Subcontractors including:
  - Preparation of Terms of Reference/Specifications and contracts
  - Obtaining and evaluating proposals and making necessary recommendations to the principal for approval.
- Preparation of project risk assessment (including design for safety) and subsequent management plan.



- Provision of a signed statement of compliance stating that the design complies with the requirements of the brief and nominated Principals Project Requirements and standards
- Provide professional advice on all aspects of buildability.
- Schematic Design/Contract Documentation Phases:
  - Ensure preparation of designs and alternative options as required to ensure that the design solution complements the existing facilities and achieves a cost-effective design solution with regards to site conditions, infrastructure availability, foundation adequacy, cut and fill considerations, drainage and all environmental conditions.
  - Facilitation of developed design and tender packages consistent with function, quality and time targets/limits.
  - Review and verification of tender packages to ensure they have been prepared in the appropriate format and their compliance with the Contract
  - Provide a full update of the Construction schedules and specifications for all disciplines at Practical Completion and an update of changed schedules and specification sections at Occupation Certificate.

The Contractor will be required to take on the full responsibility in completing the design that has currently been taken to 30% completion.

## **6.2 Consultants**

A consultant team has been engaged as outlined in section 2.2. It is The Contractor's responsibility to engage a Consultant team to complete the design and documentation.

The existing Consultant team will be permitted to work with the Contractor.

## **6.3 Consultation**

The Contractor is to allow for sufficient Consultation with stakeholders, including representative's essential in development of the design and documentation.

Design meetings (arranged, chaired and minuted by the Contractor) provide forums for co-ordination of design between the consultant teams. The meetings are to be attended by the design team members and the Contractor. Principal Representatives are to attend as required and will be party to the review process for the final design documentation. The Contractor is to provide a dedicated design and services coordination manager.

## **6.4 Occupational Health & Safety**

The Principal's approach to Occupational Health Safety and Rehabilitation is one of continuous improvement. This is achieved at all levels of the organisation through:

- The enhancement of skills;
- The gathering and sharing of knowledge; and
- The on-going commitment of our employees.



The Principal aims to:

- Develop a culture that encourages all employees to participate in meeting the objectives of this policy.
- Comply with all relevant legislation, regulations, and codes of practice and industry standards.
- Provide each employee with the appropriate skills, resources and support to enable them to carry out their work in a safe manner and with due consideration to others.
- Monitor and record relevant parameters to provide objective evidence of Occupational Health and Safety performance and improvement.
- Manage all aspects of its operations that influence Occupational Health and Safety.
- Reinforce individual responsibility for Occupational Health and Safety to all employees.
- Target zero lost time injuries

In fulfilling the objectives of this policy, management is committed to consultation with employees to ensure that the policy operates effectively and that health and safety issues are regularly reviewed.

To achieve these objectives the Contractor will maintain an Occupational Health and Safety Management System complying with all relevant standards and will regularly review its performance in meeting its objectives and targets to preserve the integrity of this policy.

The Principal is committed to the continued improvement of the health and safety performance of the Australand and requires all employees, Contractors and suppliers associated with our operations to recognise and abide by this commitment.

The Contractor is required to have an Occupational Health and Safety Management System accredited to AS/NZS 4801.

The Contractor as part of this submission is required to prepare and submit the following reports for review and consideration of the Principal:

- Construction Management Plan including site access, site establishment and crane swings,
- Quality Management Plan,
- WHS Plan,
- Traffic management Plan

## **6.5 Safety in Design**

The Contractor will be expected to complete a Safety in Design Review in accordance with the Principal's requirements (and the WH&S Act) prior to finalisation of the construction documentation. This schedule is to be presented to the Principal for their approval prior to the commencement of construction.



## 6.6 Site Areas

The site area shall be limited to:

- The lot title boundaries
- Site required for construction and reasonable Contractors access.
- As directed by the Principal.

For the work to be undertaken external to the site boundary coordination with the Principal's representative will be required prior to gaining access and undertaking the works.

The Contractor's access on to and around the site, and use of the site for, location of offices, workshops, sheds, roads, parking, including working and storage areas and the like, shall be restricted to the site area as defined above or as approved by the Principal.

## 6.7 Existing Services

Deal with existing services (such as drains, watercourses, public utility and other services) encountered, obstructed, or damaged in the course of performing the Works Under Contract, as follows:

- If the service is to be continued: Repair, divert, relocate as required.
- If the service is to be abandoned: Cut and seal or disconnect, and make safe.

The Contractor shall be deemed to include the cost of dealing as above with existing services:

- the existence of which was ascertainable from the appropriate authority, or from visual inspection on or adjacent to the site; or
- Which are shown on the Drawings or described in the Specification

Notify the Principal immediately upon the discovery of services or obstructions not shown on the contract documents.

## 6.8 Warranties

The Contractor is to provide warranties for systems, materials and finishes as outlined in the Specifications

## 6.9 Media

No information, document or drawing in respect of this commission shall be released for publication in any media without expressed written consent of the Principal. Any enquiries from the media shall be directed to the Principal.



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## **7. Annexures**

### **7.1 Club Lot Design Brief**



## Kogarah RSL Club

245 Railway Parade, Kogarah

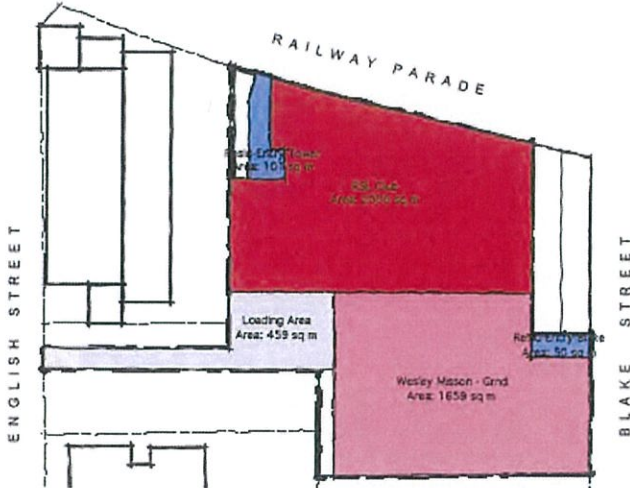
Club Area Base Building Provisions Scope of Works

12 September 2014



Prepared by  
Bluestone Property Solutions Pty Limited  
Suite 1, Level 6, 71 Macquarie Street  
SYDNEY NSW 2000



No.	Building Element	Description/Requirements
1.00	Club Area Description:	
1.01	Area Description	<p>Bluestone is responsible for the construction of the Club Lot that will include completion of the following Scope of Works;</p> <ol style="list-style-type: none"> <li>A minimum of 2,000m<sup>2</sup> of NLA.</li> <li>60 car spaces shall be provided on site (including the required Disabled Access car spaces).</li> <li>Club floor to ceiling heights to be nominal 3,500mm.</li> <li>Service zones above ceilings consisting of: <ol style="list-style-type: none"> <li>300mm Mechanical Hydraulic (average)</li> <li>100mm Lighting Zone (average)</li> </ol> </li> </ol> 
2.00	General	
2.01		<p>All works shall be designed and constructed in accordance with all statutory requirements including the Building Code of Australia, relevant Australian Standards, Statutory and Local Authorities.</p> <p>All construction works will fully comply with any Kogarah Shire Council Development Approval and associated Section 96 Approvals for the site.</p> <p>The design provides for:</p> <ol style="list-style-type: none"> <li>Signage zones to enable the Club to suitably identify their space. See Section 5.0 External Areas.</li> <li>Concrete floor slab to the Club Area.</li> <li>Walls adjoining constructed in 150mm thick fire rated walls. Specific materials selection (eg concrete panel, block work, aerated concrete) will be made at the time of tender, at the discretion of Bluestone subject to meeting all relevant Australian Standards. Walls will remain in a raw, unpainted off form finish.</li> <li>Glazing to the northern and western elevations to be glazed in accordance with relevant Australian Standards. Framing to be finished in a selected powder coat or anodized finish.</li> <li>Provided within the glazing suites to the northern and/or western facades will be 2 (Two) double glazed manually operated swing doors, complete with morticed lock, handles and door closers.</li> <li>The installation of floor, wall and ceiling finishes will remain the responsibility of the Club .</li> </ol>



		vii. In relation to services capacities, where they are not able to be defined in quantitative terms in the brief below due to the early stage of the design process, capacity for services will be provided to the Club Lot generally in accordance with typical requirements for a Club of 2,000m <sup>2</sup> in the Sydney metropolitan area. This will be agreed between the parties, acting reasonably, during the design development process.
3.00	Sub-structure and Super structure	
3.01		The floor structure shall be a post tensioned beam and slab design where possible. All of the super-structure will be fire rated in accordance with the Building Code of Australia.
3.02		Design loads to comply with AS1170 Pt1, the following live loads should be used unless otherwise noted: <ul style="list-style-type: none"> <li>i. Club Floor Area 3 kPa</li> <li>ii. Car park 2.5 kPa</li> <li>iii. Roof Plant Areas 3.0kPa</li> <li>iv. Trafficable Roof 3.0 kPa</li> <li>v. Non-Trafficable Roof 0.25 kPa</li> <li>vi. Compactus 10.0 kPa on a 4m x 4m zone around internal columns</li> </ul>
3.03		No core holes will be provided in the floor slab unless specifically requested prior to pouring the slab.  Should the the Club require core holes following completion of the floor slab its location may be restricted due to the location of post tension cables, reinforcement or other structural elements. Therefore prior to any coring taking place, the Club must obtain structural engineers approval.
4.00	External Cladding & External Areas	
4.01		<ul style="list-style-type: none"> <li>i. The Ground and Upper Floors comprise a combination of quality glazing, glass and concrete spandrels or similar, masonry, composite metallic cladding panels and textured paint in a range of colours and finishes.</li> <li>ii. All windows shall be glazed as required to comply with Section J of the Building Code of Australia.</li> <li>iii. All windows will have a viewing pane from 700mm above finished floor level to the underside of structural slab (3500mm). A 700mm fire rated spandrel will be required at floor level.</li> <li>iv. Generally, external doors are detailed to match the window framing in aluminium. The main lobby entrance door shall be designed to reflect the stature of the building and includes automatic sliding frameless glass doors. Good quality hardware shall be fitted to all doors and where required in accordance with the Local Authority requirements.</li> <li>v. All aluminium sections are powder coated to Australian Standards.</li> </ul>
4.02		<ul style="list-style-type: none"> <li>i. Provision of a common- loading dock area for the commercial stratum areas will be provided.</li> <li>ii. Bicycle parking will be provided as per the local authority's requirements.</li> <li>iii. One letter box per tenancy will be provided in a common area acceptable to Australia Post. Each letterbox will be provided with a separate key for each letter box plus a master key.</li> <li>iv. All bollards within the car park areas shall be painted, mild steel filled with concrete.</li> <li>v. All external tiled areas are to be non-slip and selected by the Project Architect to compliment the base building finishes.</li> <li>vi. The passenger vehicle entries are to be fitted with a high quality perforated roller shutter operated by a pass card and remote control. An intercom connected to each tenancy shall be located adjacent to the pass card reader.</li> <li>vii. The service vehicle entries are to be fitted with a high quality perforated roller shutter operated by a pass card.</li> <li>viii. All corporate signage will be the responsibility of the Club and subject to the approval of the relevant Local Authority.</li> </ul>
5.00	Internal Finishes	
5.01		<ul style="list-style-type: none"> <li>i. All internal walls separating the Club Lot from other areas will be constructed from solid masonry block work. All other internal walls are to be constructed by the Club.</li> <li>ii. There will be no ceilings or floor coverings. The Club are responsible for the construction of the floor finish and ceiling as part of the fit-out.</li> <li>iii. Powder coat, aluminium framed, high performance double glazed, full height shop fronts with,</li> </ul>



		<p>signage zones and spandrel panel to be provided to the external elevations. The west facing external elevations will be a combination of aluminium framed high performance double glazing with signage zones and doors.</p> <p>iv. The tenancy shall have a steel trowelled concrete finish with a minimum 50mm set-down from finished floor level to allow the Club and/or Club to provide the appropriate floor finish to these areas.</p> <p>v. The external paving to the outdoor seating area is to have a non-slip tile finish to be selected by the project architect to compliment the base building finishes.</p>
6.00	Hydraulic Services:	
6.01	General	<p>Provision for sewer drainage, trade waste, gas and cold water points will be provided within the tenancy below the slab and capped off ready for reticulation by the Club. (Note: Extension of the services through the floor slab into the Club areas must be contracted to the project plumber to ensure the integrity / warranties of all services that fall outside the tenancies are maintained. Once inside the tenancy the the Club may contract a separate plumber to undertake the remaining works).</p> <p>All wet areas (e.g. kitchen / bar) are to be properly waterproofed, in particular any service penetration created through the floor slab. Waterproofing is to be carried out prior to the installation of any surface finish (e.g. floor tiles). The installation of the waterproof membrane must be carried out by an approved contractor.</p> <p>An inspection of the completed waterproof membrane must be organised with the vendor's representative prior to any surface finish application being carried out. Further a certificate of warranty (20 years) is to be obtained from the waterproofing contractor and submitted to the vendor or vendor's representative prior to any surface application being carried out.</p> <p>The above inspection by the vendor's representative does not void the the Club from their responsibilities to properly waterproof the wet areas to ensure that no leaking into other areas of the building occurs.</p> <p>All waterproofing required to be carried out within the tenancy shall be at the Clubs cost.</p>
6.02	Trade Waste Services	<p>Bluestone will remain responsible for the supply, installation and commissioning of a minimum 4,000 litre trade waste system, to be installed underground external to the Club, in the landscaped area adjacent to the Northern Boundary.</p> <p>Bluestone will provide a 150 mm diameter trade waste line from the Trade Waste pit, and left terminated at the lowest level of the building for the Club to connect into it. This line will be terminated and capped for a future extension of the trade waste services by the Club, once their final internal layout is determined.</p> <p>Reticulation of the trade waste will remain the responsibility of the Club.</p> <p>The Trade Waste System has been sized to accommodate the following sewer connection points in the Club Servry and Preparation area;</p> <ul style="list-style-type: none"> <li>• Hand Basins</li> <li>• Kitchen Sinks</li> <li>• Dishwashers</li> <li>• Bucket trap floor wastes (x6)</li> </ul>
7.02	Sewer Services	A sewer connection point provided by Bluestone will be left terminated at the point of entry into the building for the Club to connect into it. Reticulation of the sewer will remain the responsibility of the Club.
7.03	Cold Water	Bluestone will provide a cold water supply with stop valve, terminated 3m away from the water meter location. Reticulation of the water service will remain the responsibility of the Club.
7.04	Gas Services	Bluestone will provide a gas supply with stop valve, terminated 3m away from the water meter location. The gas service will have capacity in accordance with 2.01 vii. will be separately metered.
7.05	Hot Water	The Club will remain responsible for the supply, installation and commissioning of hot water units. Bluestone will provide a cold water point terminated in the ceiling space of the Club's kitchen.
8.00	Electrical & Telecommunication Services:	
8.01	Incoming Power Supply	<p>i. A three phase electrical distribution board with capacity in accordance with 2.01 vii. will be provided within the tenancy (level to be determined). From this board the Club shall extend and reticulate the service suit their tenancy fit-out.</p> <p>ii. All CT metering and Earth leakage protection required to comply with the relevant codes and standards shall be provided.</p>



		<p>iii. The Club will be responsible to provide any required lighting within their fitout. The space will be provided with surface mounted fluorescent fittings fixed to the slab above as task lighting only. It is the Clubs and/or Clubs responsibility to supplement / relocate these fittings to the underside of the ceiling as necessary.</p> <p>iv. Conduits or penetrations can be constructed through the floor slab if requested prior to pouring the slab to enable reticulation of power to the Club's equipment.</p> <p>v. A final distribution frame with capacity in accordance with 2.01 vii. will be provided within the services riser (level to be determined) with reticulation to phone / fax points being the responsibility of the Club.</p> <p>vi. The ability to connect to broadband shall be provided with the Club to finalise with their preferred provider at their cost.</p> <p>vii. Cabling from the MDF shall be distributed throughout the building and connect to intermediate distribution frames (IDF) on each level of the building. From the IDF distribute to final distribution point within each tenancy to provide one CAT6 termination per 15sqm per tenancy to a consolidation point</p> <p>The ability to connect to broadband shall be provided with the Club to finalise with their preferred provider at their cost as identified in the final electrical design documentation.</p>
8.02	Telephone Service	Bluestone will provide telephone cable with capacity in accordance with 2.01 vii. in the main frame.
8.03	Essential Services	<p>Emergency lights, exit signs and smoke detectors will be provided throughout to comply with relevant standards. Supplementary and relocation of fittings due to fitout requirements will be the responsibility of the Club.</p> <p>Adjustments and expansion of the essential services would remain the responsibility of the Club to complete during their own fitout program.</p>
9.00	<b>Mechanical Services:</b>	
9.01	Kitchen Exhaust & Makeup Air	<p>i. Generally, any shared plant for HVAC system shall be designed in accordance with the following performance requirements for the Sydney region:</p> <p>Outdoor Design Conditions  Summer 32° C Dry Bulb, 23° C Wet Bulb  Winter 7° C Dry Bulb</p> <p>Indoor Design Conditions  Summer 23° C (+/-) 1.5° C Dry Bulb  Winter 21° C (+/-) 1.5° C Dry Bulb</p> <p>ii. Provision shall be made for makeup air consisting of louvre in the façade capped for future fitout, or alternative method subject to Australian Standards and expert consultant advice.</p> <p>iii. Condensing set provisions will be made to allow air conditioning to be installed for the Club as part of the fitout.</p> <p>iv. The kitchen exhaust fan and hood is the responsibility of the Club. Provision will be made for a capped off exhaust duct which extends from the kitchen to the roof of the main building. The duct will be sized to cater for an exhaust rate with capacity in accordance with 2.01 vii.</p> <p>v. Shaft walls to the kitchen exhaust riser through the other strata areas will be completed by Bluestone in accordance with relevant standards. Selection of the location of the riser must accommodate the location and amenity of the residential strata units above the podium.</p> <p>vi. Controls  Supply and install for each air conditioning system automatic controls consisting of zone temperature sensor and a control panel.</p>
9.02	Dishwasher Condensate Hood	Provision will be made within the Base Building construction works for the provision of penetrations through the existing structure, or an alternative solution, for ductwork for a dishwasher condensate hood.
9.03	Air Conditioning	The supply & install of the main plant and equipment for the Clubs air conditioning to the Club Lot suitable for the proposed occupancy rates and building thermal characteristics will remain the responsibility of Bluestone. The supply and installation within the Club Lot of air conditioning ductwork, sensors and equipment is the responsibility of the Club as part of fit out.
9.04	Equipment loads	<p>Watts per metre square generally</p> <ul style="list-style-type: none"> <li>- Office area 20 watts per metre square</li> <li>- Training areas as per the room data sheets for the specific equipment in each area.</li> </ul>
9.05	Lighting loads	<ul style="list-style-type: none"> <li>- 20 watts per metre square generally</li> </ul> <p>People population assumptions loading calculations  In accordance with AS1668.2 for the respective Class of Occupancy.</p>



10.00	Refrigeration Services:	
10.01	Refrigeration Services	Responsibility for the installation and commissioning of refrigeration services will remain with the Club .
11.00	Roof	
11.01		<p>The exposed stratum roof areas shall be waterproofed with an approved membrane to ensure full watertight construction, with the provision of a 15 year guarantee (minimum).</p> <p>Any plant and equipment for the commercial stratum housed on the roof/podium slab shall be clad in powder coated aluminium louvers, metallic sheeting or other materials approved by Bluestone fixed to structural steel supports.</p> <p>The roof shall be thermally insulated in accordance with the relevant codes and legislation and the project specifications.</p>
11.00	Car park Areas & Sundry Areas	
11.01	General	<p>All columns shall be painted full height to identify Level and/or area.</p> <p>Car spaces shall be line marked with driveways provided with directional arrows. Disabled /loading spaces shall be appropriately marked as per the relevant guidelines.</p> <p>Lights will comply with Australian Standards and be controlled by movement sensors with adequate coverage from anywhere within the car park.</p> <p>The service vehicle/passenger vehicle entries are to be fitted with a high quality perforated roller shutter operated by a pass card, with intercom connected to each tenancy.</p> <p>Entry/exit points to be provided with a high quality perforated roller shutter controlled by electronic swipe cards and remote controllers.</p>
11.02	Storerooms	<p>All storerooms shall be constructed from solid masonry block work.</p> <p>Lighting to each storeroom shall be controlled on local switch within storeroom.</p> <p>The door frame shall be a steel door frame with a solid core door. The door shall be secured with an individual key lockset.</p> <p>The masonry walls shall be face finish with a paint finish to the door and door frame only.</p> <p>All walls shall be constructed to resist penetration of water or moisture.</p>
11.03	Lift lobby	<p>The lift lobby shall have a painted floor finish.</p> <p>A render and paint finish, or equivalent quality finish, shall be applied to all walls forming the lift lobby.</p> <p>The concrete soffits forming the lift lobby shall be patched and painted.</p> <p>Decorative lighting shall be provided within the lift lobby to the architects' specification.</p>
11.04	Fire Stairs	<p>All exposed block work shall be face finish only.</p> <p>All treads, risers and landings shall be appropriately sealed to prevent the occurrence of concrete dust.</p> <p>All handrails within the Fire Stairs shall be galvanised mild steel pipe handrails with all heights and spacings compliant to the relevant Australian Standards and BCA. Where handrails are required on landings powder coated steel/aluminium balustrades with glazed infills and match patch fittings (in accordance with relevant codes and standards).</p> <p>All lighting within the Fire Stairs shall be controlled by movement sensors with the exception of any lighting governed by the relevant Australian Standards and BCA.</p> <p>Painted fire rated door and frame with appropriate stainless steel hardware including hinges.</p>
11.05	Waste rooms	All waste rooms shall be constructed from solid masonry block work, or equivalent, complying with all statutory regulations.



		<p>Each waste room shall have installed hot and cold water provisions.</p> <p>The floor finish shall be smooth concrete with an epoxy paint finish, coved at the perimeter to a height of 150mm or as required. The floor finish shall fall to the waste point.</p> <p>Lighting to each wasteroom shall be controlled on local switch within that wasteroom.</p> <p>Ventilation to comply with all statutory regulations.</p> <p>All non-vehicular doors to be solid core and weather proofed with metal clad to a height of 900mm. This door and door frame shall be painted. No other finish shall be applied unless required to comply with statutory regulations.</p> <p>A roller shutter of adequate size will be provided to enable the movement in and out of the rubbish bins during collection by the rubbish removal company.</p>
12.00	Essential Fire Safety Measures	<p>Fire Hydrant Systems – A code-compliant fire hydrant service is provided within the fire stairs to meet the requirements of the NSW Fire Brigades</p> <p>Fire Hose Reel System – A code-compliant fire hose reel system is provided to serve the building with connection to the cold water service as the main supply. Additional Fire Hose Reels to suit Club specific risks must be provided by the Club as part of fitout.</p> <p>Fire Indicator Panel – This system will be installed within the fire pump room with a mimic panel located in the Main Building Entry lobby to provide indication, monitoring, testing and to control all relevant equipment and systems for fire fighting purposes.</p> <p>Mechanical Override Control System – The system will be installed to provide the Fire Brigade with means to control or override the car park exhaust systems in the fire alarm mode.</p> <p>Fire Extinguishers – Fire Extinguishers will be installed throughout the building where required to facilitate the fixed protection systems and provide means of first attack fire fighting appliance which is suited to the type of risk (i.e. electrical fire). Additional extinguishers to suit Club specific risks must be provided by the Club.</p> <p>Smoke Detection and Alarm System – This system will be installed to the relevant codes and Australian Standards within the tenancy to provide early detection &amp; warning of any fire outbreak throughout the building. It is the Club's responsibility to supplement / relocate these fittings to the underside of the ceiling as necessary.</p> <p>And any other essential fire safety measures as may be required by the Building Code of Australia</p>
13.00	Other Works:	
13.01	Club Amenities	<p>Bluestone will make provision for amenities to comply with the BCA standard and any other relevant standard for the Club tenancy. The Club will remain responsible for the construction and fitout amenities required over and above the required standards.</p> <p>The disabled provisions within the amenities areas are to be in accordance with AS1428 Parts 1 &amp; 2.</p>
13.02	Loading Dock	<p>A compliant Loading Dock area will be provided in accordance with relevant Australian Standards and Consent Authority requirements to service the Club Lot of a minimum of 2,000m<sup>2</sup>.</p>
13.03	Club Entry	<p>Access will be provided via Railway Pde via a footpath access at ground level.</p> <ul style="list-style-type: none"> <li>Front Entry door to the Club area: electric auto doors (2 panels of 1200 each) 2400wide x 2400 high, black powder coated. No side glass to doors.</li> <li>Inside Main entry area, 600 black granite tiles and tiled floor leading into entry.</li> </ul>



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

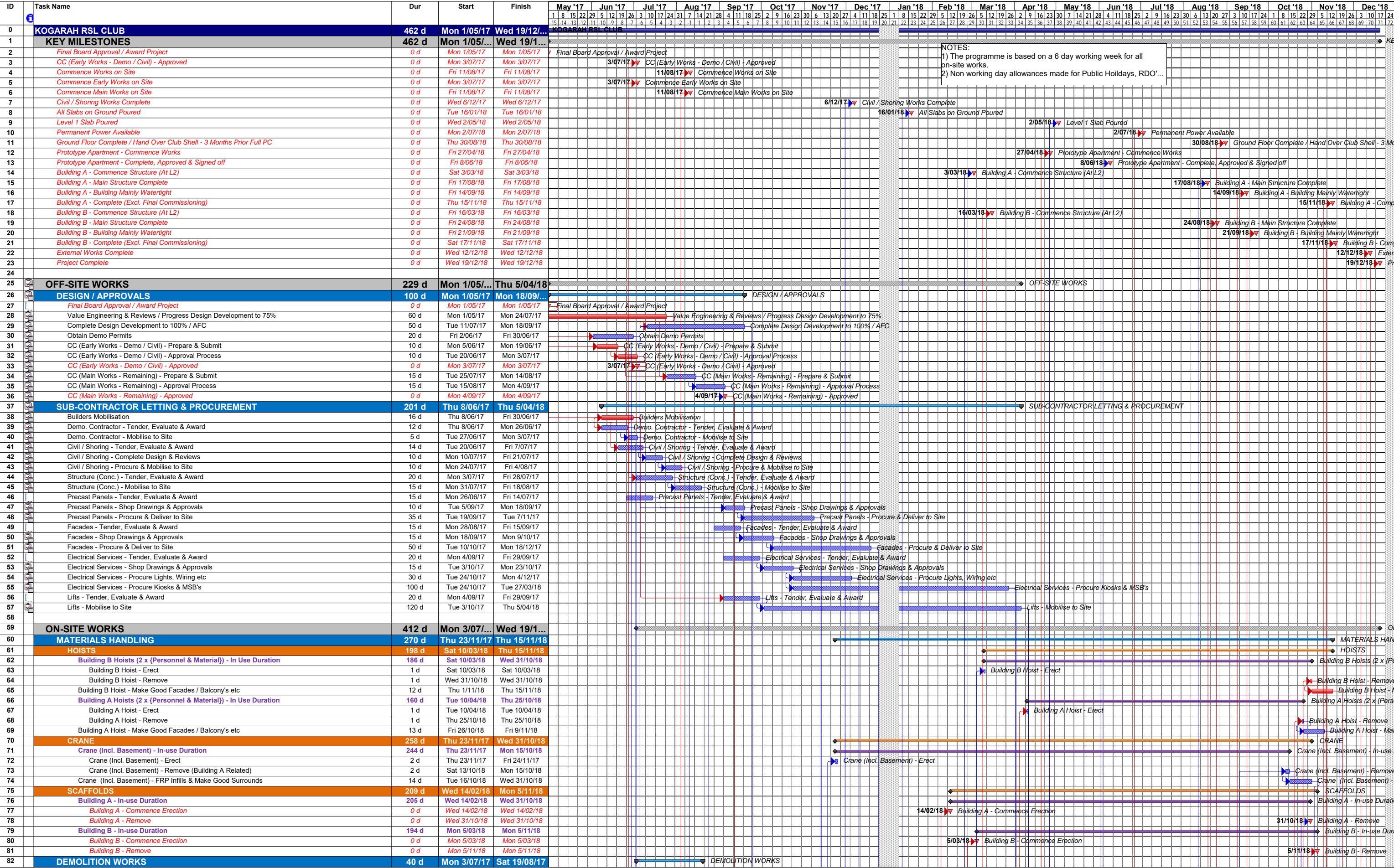
# **PART Q**

## **CONTRACTOR'S PROGRAM**

**(Clause 33.2)**



**KOGARAH RSL CLUB**  
**250-254 RAILWAY PARADE & 1-5 BLAKE ST, KOGARAH, NSW**  
**CONSTRUCTION PROGRAMME**



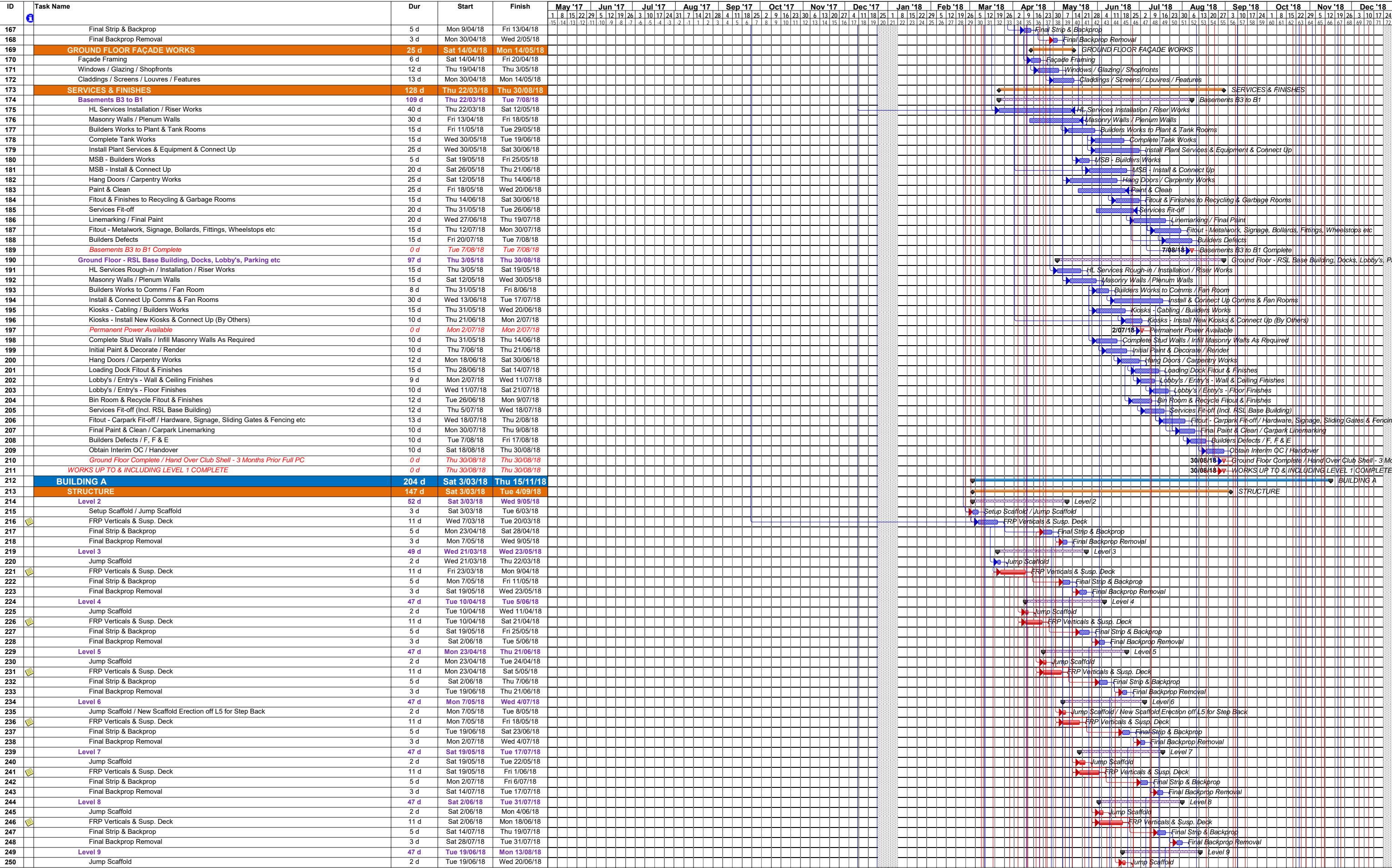
NOTES:  
1) The programme is based on a 6 day working week for all on-site works.  
2) Non working day allowances made for Public Holidays, RDO'...



Task Name			Dur	Start	Finish	May '17		Jun '17		Jul '17		Aug '17		Sep '17		Oct '17		Nov '17		Dec '17		Jan '18		Feb '18		Mar '18		Apr '18		May '18		Jun '18		Jul '18		Aug '18		Sep '18		Oct '18		Nov '18		Dec '18																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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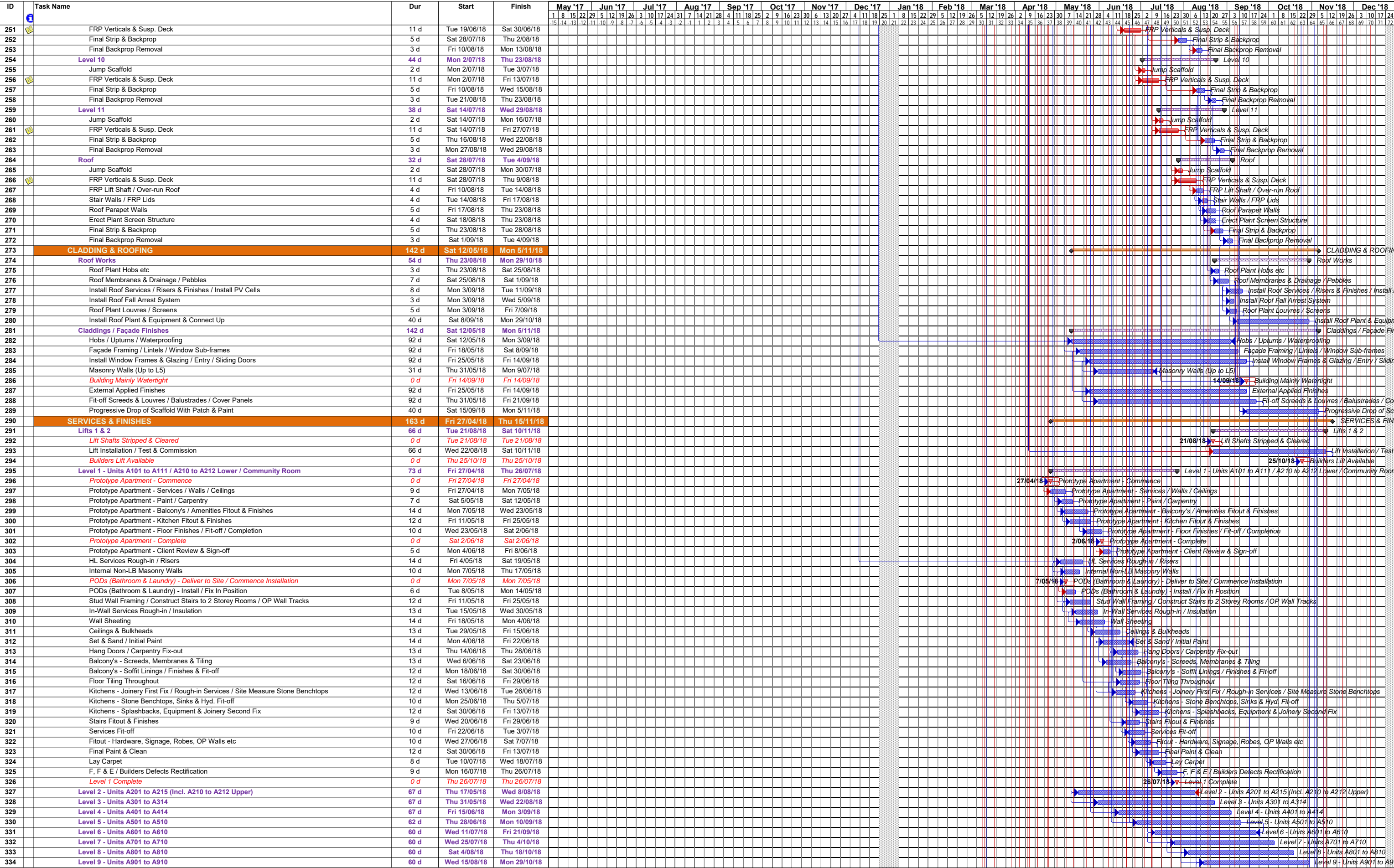


KOGARAH RSL CLUB  
250-254 RAILWAY PARADE & 1-5 BLAKE ST, KOGARAH, NSW  
CONSTRUCTION PROGRAMME



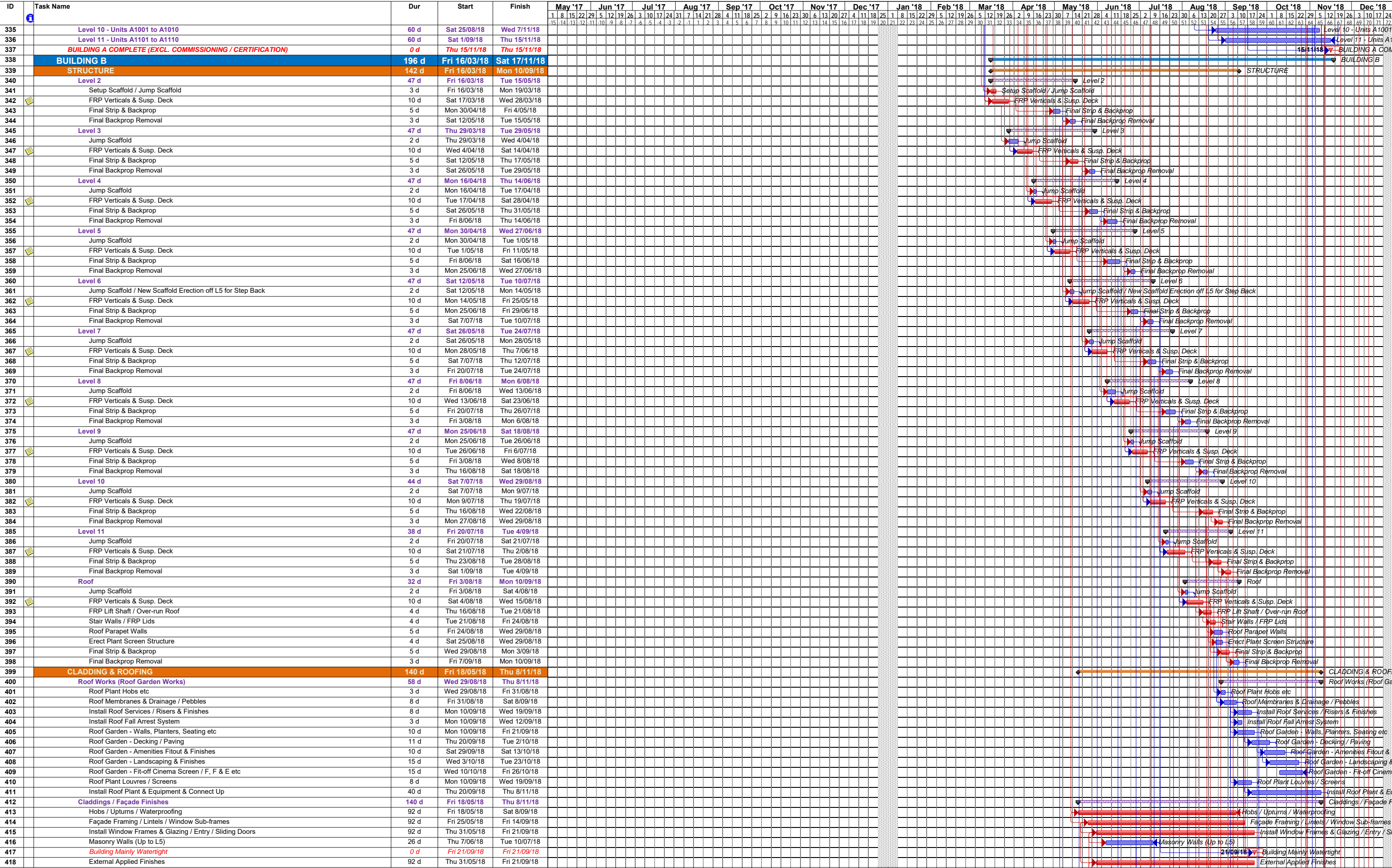


KOGARAH RSL CLUB  
250-254 RAILWAY PARADE & 1-5 BLAKE ST, KOGARAH, NSW  
CONSTRUCTION PROGRAMME



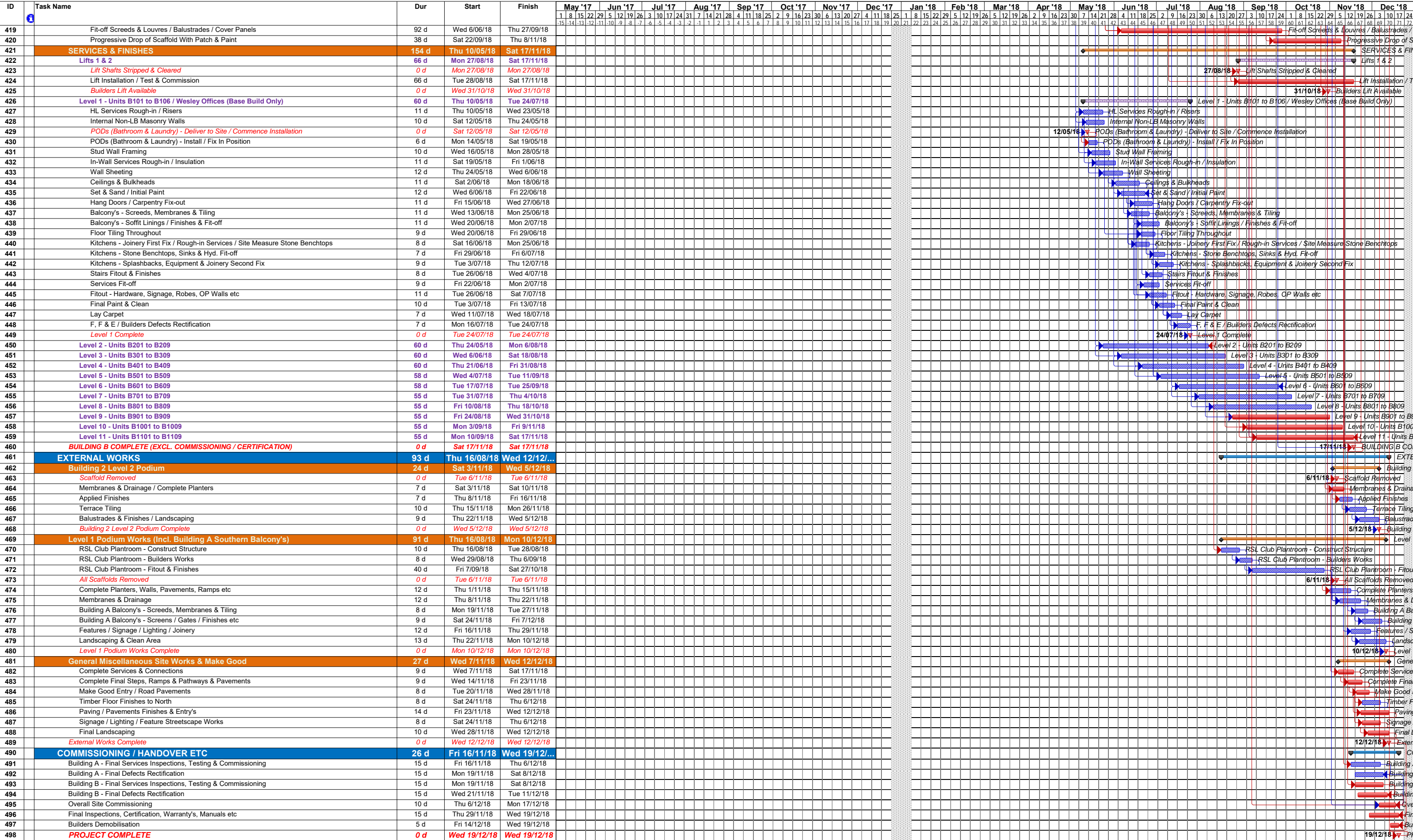


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CONSTRUCTION PROGRAMME





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250-254 RAILWAY PARADE & 1-5 BLAKE ST, KOGARAH, NSW  
CONSTRUCTION PROGRAMME





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

# **PART R**

**NOT USED**



DEED OF RELEASE

This DEED POLL is given in favour of the Contractor:

Date:	[insert]
Contractor:	[insert]
Subcontractor:	[insert]
Project:	[insert]
Subcontract No:	[insert]

Operative Provisions

I/We hereby agree that the contract value carried out by Me/Us on the above Project is as follows:

- |                              |            |
|------------------------------|------------|
| 1. Original Subcontract Sum: | \$(insert) |
| 2. Variations:               | \$(insert) |
| 3. Amended Subcontract Sum:  | \$(insert) |
| 4. Less retention held:      | \$(insert) |
| 5. Total amount due:         | \$(insert) |
| 6. Payments made to date:    | \$(insert) |
| 7. Amount payable:           | \$(insert) |

Other than for the amount payable set out above the Subcontractor hereby releases and discharges the Contractor from all claims, demands, causes of action and proceedings of every kind and nature arising out of or in connection with the Subcontract or the Subcontract Works, except for any claim for release of any retention or security which falls due for release after the date of this deed. The Subcontractor warrants that all workers, subcontractors and others who have at any time been employed by the Subcontractor on WUS have at the date of this deed been paid all moneys due and payable to them in respect of their employment on work under the Subcontract and that all suppliers engaged by the Subcontractor have been paid all money due and payable to them in respect of all plant and goods used in or provided for the Subcontract Works.

The deed poll is governed by the laws of the State of New South Wales and defined terms in the Subcontract have the same meaning where used in this deed except where the context requires otherwise.

Executed as a Deed Poll.

Executed by the Subcontractor in accordance )  
with section 127 of the Corporations Act 2001 )  
(Cth): )

.....  
Director

.....  
Director / Secretary

.....  
Name

.....  
Name



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

# **PART T**

## **DOCUMENT TRANSMITTAL**



Part T - Document Transmittal: Fire (Wet)

Project: 025 - Veridian Kogarah

Tender No: RH11700-T021  
Tender: Fire (Wet)  
250 Railway Parade, Kogarah, NSW, 2020, Sydney, NSW, 2217  
Issued By: Daniel Umansky  
(P) 02 9413 8442 (E) dan.umansky@westbourne.net.au  
Company: Westbourne Constructions

Closing Date: 21/12/2017  
Closing Time: 17:00:00  
Date Issued: 10/10/2017

Attachments

S9158N\_-Kogarah\_RSL\_Club\_-\_C03\_22.08.17.pdf  
025\_Fire\_Services\_Pricing\_Schedules\_Rev.A.pdf [addendum: 1]  
Part\_Q\_-\_S9158N\_-Kogarah\_RSL\_Club\_-\_C03\_22.08.17.pdf [addendum: 1]  
Part\_W\_WC\_WHSE\_A\_Appendix\_4.pdf [addendum: 1]  
250-254\_Railway\_Parade\_Kogarah\_FEBQ\_-\_V01a.pdf [addendum: 2]

Documents

Drawing No.	Revision	Title	Format	Type	Status
Tender Documents					
Architectural					
20120148-AD-CD000	(D)	Cover Sheet	pdf	Drawing	For Tender
20120148-AD-CD010	(A)	Site Plan	pdf	Drawing	For Tender
20120148-AD-CD901	(C)	Substation Layout	pdf	Drawing	For Tender
20120148-IP-SK010	(-)	Residential Lobby Design	pdf	Specification	For Tender
Architectural > Apartment Types					
20170055-AD-SK671	(A)	UNIT TYPOLOGIES L1	pdf	Drawing	For Information
20170055-AD-SK672	(A)	UNIT TYPOLOGIES L2	pdf	Drawing	For Information
20170055-AD-SK673	(A)	UNIT TYPOLOGIES L3-L4	pdf	Drawing	For Information
20170055-AD-SK674	(A)	UNIT TYPOLOGIES L5	pdf	Drawing	For Information
20170055-AD-SK675	(A)	UNIT TYPOLOGIES L6-L9	pdf	Drawing	For Information
20170055-AD-SK676	(A)	UNIT TYPOLOGIES L10-L11	pdf	Drawing	For Information
Architectural > Archived					
20120148-AD-CD510	(C)	Elevation - Building A North	pdf	Drawing	For Tender
20120148-AD-CD511	(B)	Elevation - Building A East/West	pdf	Drawing	For Tender
20120148-AD-CD512	(B)	Elevation - Building A South	pdf	Drawing	For Tender
20120148-AD-CD513	(B)	Elevation - Building B North	pdf	Drawing	For Tender
20120148-AD-CD514	(C)	Elevation - Building B East/West	pdf	Drawing	For Tender
20120148-AD-CD515	(B)	Elevation - Building B South	pdf	Drawing	For Tender
20120148-AD-CD520	(B)	Sections - Building A (SH1)	pdf	Drawing	For Tender
20120148-AD-CD521	(B)	Sections - Building A (SH2)	pdf	Drawing	For Tender
20120148-AD-CD522	(B)	Sections - Building B (SH1)	pdf	Drawing	For Tender
20120148-AD-CD530	(B)	Wall Sections - Sheet 1	pdf	Drawing	For Tender
20120148-AD-CD531	(C)	Wall Sections - Sheet 2	pdf	Drawing	For Tender
20120148-AD-CD800	(B)	Window Schedule 01	pdf	Drawing	For Tender
20120148-AD-CD800	(C)	Window Schedule 01	pdf	Drawing	For Tender
20120148-AD-CD801	(B)	Window Schedule 02	pdf	Drawing	For Tender
20120148-AD-CD801	(C)	Window Schedule 02	pdf	Drawing	For Tender
20120148-AD-CD802	(A)	Window Schedule	pdf	Drawing	For Tender
20120148-AS-CD602	(C)	Master Finishes & Fitments Schedule	pdf	Drawing	For Tender
Architectural > Fire Stairs & Ramps					
20170055-AD-CD422	(A)	BUILDING B LIFT CORE - SH3	pdf	Drawing	For Review
20170055-AD-CD430	(C)	CARPARK RAMP SECTION	pdf	Drawing	For Tender
Architectural > General Arrangements					
20170055-AD-CD001	(4)	GRID SET-OUT	pdf	Drawing	For Construction
20170055-AD-CD008	(F)	LEVEL 2 FLOOR PLAN	pdf	Drawing	For Review



Drawing No.	Revision	Title	Format	Type	Status
20170055-AD-CD009	(F)	LEVEL 3-4 FLOOR PLAN	pdf	Drawing	For Review
20170055-AD-CD010	(E)	LEVEL 5 FLOOR PLAN	pdf	Drawing	For Review
20170055-AD-CD011	(E)	LEVEL 6-9 FLOOR PLAN	pdf	Drawing	For Review
20170055-AD-CD012	(E)	LEVEL 10-11 FLOOR PLAN	pdf	Drawing	For Review
20170055-AD-CD013	(C)	ROOF PLAN	pdf	Drawing	For Review
20170055-AD-CD014	(5)	SHORING WALL PLAN	pdf	Drawing	For Construction
<b>Architectural &gt; Layouts</b>					
20170055-AD-CD021	(A)	INTERIORS GENERAL NOTES, LEGENDS & CODES	pdf	Drawing	For Review
20170055-AD-CD631	(A)	KITCHEN LAYOUTS - SHEET 1	pdf	Drawing	For Review
20170055-AD-CD632	(A)	KITCHEN LAYOUT - SHEET 2	pdf	Drawing	For Review
20170055-AD-CD633	(A)	KITCHEN LAYOUTS - SHEET 3	pdf	Drawing	For Review
20170055-AD-CD634	(A)	KITCHEN LAYOUTS - SHEET 4	pdf	Drawing	For Review
20170055-AD-CD635	(A)	KITCHEN LAYOUTS - SHEET 5	pdf	Drawing	For Review
20170055-AD-CD636	(A)	KITCHEN LAYOUTS - SHEET 6	pdf	Drawing	For Review
20170055-AD-CD637	(A)	KITCHEN LAYOUTS - SHEET 7	pdf	Drawing	For Review
20170055-AD-CD638	(A)	KITCHEN DETAILS 1	pdf	Drawing	For Review
20170055-AD-CD639	(A)	KITCHEN DETAILS 2	pdf	Drawing	For Review
20170055-AD-CD651	(B)	LAUNDRY LAYOUTS & DETAILS	pdf	Drawing	For Information
20170055-AD-CD660	(A)	JOINERY - STORAGE & WARDROBE (SH1)	pdf	Drawing	For Review
20170055-AD-CD661	(A)	JOINERY - STORAGE & WARDROBE (SH2)	pdf	Drawing	For Review
AD-CD649	(A)	20170055-AD-CD649[A]	pdf	Drawing	For Review
<b>Architectural &gt; Miscellaneous</b>					
20170055-AD-CD930	(A)	PODIUM PERSPECTIVE	pdf	Drawing	For Review
20170055-AD-CD931	(A)	ROOF TERRACE PERSPECTIVE	pdf	Drawing	For Review
20170055-AD-CD932	(A)	ROOF SCREEN PERSPECTIVE	pdf	Drawing	For Review
20170055-AD-CD934	(A)	BLAKE STREET ENTRY	pdf	Drawing	For Review
<b>Architectural &gt; RCPs</b>					
20170055-AD-CD-191	(A)	RCP - BUILDING A - LEVEL 4	pdf	Drawing	For Review
20170055-AD-CD176	(B)	RCP - A - GROUND FLOOR	pdf	Drawing	For Coordination
20170055-AD-CD177	(B)	RCP - B - GROUND FLOOR	pdf	Drawing	For Coordination
<b>Architectural &gt; Schedules</b>					
20170055-AD-CD812	(A)	DOOR DETAILS (SH1)	pdf	Drawing	For Review
20170055-AD-CD813	(A)	DOOR DETAILS (SH2)	pdf	Drawing	For Review
20170055-AD-CD817	(A)	LOUVRE & SCREEN SCHEDULES 2/2	pdf	Drawing	For Review
20170055-AD-CD818	(B)	BALUSTRADE & SCREEN SCHEDULE	pdf	Drawing	For Review
20170055-AD-CD819	(A)	PERGOLA SCHEDULE	pdf	Drawing	For Review
20170055-AD-CD826	(B)	BRICK FACADE SETOUT (SH2)	pdf	Drawing	For Review
20170055-AD-CD827	(A)	BRICK FACADE SETOUT (SH3)	pdf	Drawing	For Review
20170055-AD-CD835	(A)	SIGNAGE (SH1)	pdf	Drawing	For Review
20170055-AD-CD836	(A)	SIGNAGE (SH2)	pdf	Drawing	For Review
20170055-AD-CD837	(A)	SIGNAGE (SH3)	pdf	Drawing	For Review
<b>Architectural &gt; Schedules &amp; Reports</b>					
20170055-AS-CD003	(A)	DOOR AND DOOR HARDWARE SCHEDULE	pdf	Schedule	For Review
20120148-AS-CD600	(1)	Specification	pdf	Specification	For Tender
20120148-AS-CD601	(C)	Master Apartment Schedule	pdf	Specification	For Tender
<b>Architectural &gt; Sketches</b>					
20170055-AD-SK601	(B)	NORTH PERSPECTIVE - SHEET 1	pdf	Drawing	For Information
20170055-AD-SK602	(B)	WEST PERSPECTIVE - SHEET 2	pdf	Drawing	For Information
20170055-AD-SK603	(B)	EAST PERSPECTIVE - SHEET 3	pdf	Drawing	For Information
20170055-AD-SK604	(B)	SOUTH PERSPECTIVE - SHEET 4	pdf	Drawing	For Information
20170055-AD-SK605	(B)	BUILDING A - L3 (PODS)	pdf	Drawing	For Review
20170055-AD-SK606	(B)	BUILDING B - L3 (PODS)	pdf	Drawing	For Review
20170055-AD-SK608	(A)	LAUNDRY UNDER THE STAIRS	pdf	Drawing	For Information
20170055-AD-SK620	(A)	BUILDING A - L1 (PODS)	pdf	Drawing	For Review
20170055-AD-SK621	(A)	BUILDING A - L2 (PODS)	pdf	Drawing	For Review
20170055-AD-SK622	(A)	BUILDING A - L6 (PODS)	pdf	Drawing	For Review
20170055-AD-SK623	(A)	BUILDING B - L1 (PODS)	pdf	Drawing	For Review
20170055-AD-SK624	(A)	BUILDING B - L2 (PODS)	pdf	Drawing	For Review
20170055-AD-SK625	(A)	BUILDING B - L5 (PODS)	pdf	Drawing	For Review
20170055-AD-SK626	(A)	BUILDING B - L10 (PODS)	pdf	Drawing	For Review
20170055-AD-SK901	(A)	SKYLIGHT REVIEW - LEVEL 1 OFFICES	dwg	Drawing	For Information



Drawing No.	Revision	Title	Format	Type	Status
20170055-AD-SK901	(A)	SKYLIGHT REVIEW - LEVEL 1 OFFICES	pdf	Drawing	For Information
20170055-AD-SK903	(B)	LOADING DOCK - ENTRY CLEARANCE	dwg	Drawing	For Information
20170055-AD-SK904	(A)	SECTION - RSL LIFT SHAFT	pdf	Drawing	For Information
20170055-AD-SK904	(A)	SECTION - RSL LIFT SHAFT	dwg	Drawing	For Information
20170055-AD-SK905	(B)	LEVEL 1 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK905	(B)	LEVEL 1 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK906	(B)	LEVEL 2 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK906	(B)	LEVEL 2 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK907	(B)	LEVEL 3-4 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK907	(B)	LEVEL 3-4 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK908	(B)	LEVEL 5 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK908	(B)	LEVEL 5 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK909	(B)	LEVEL 6-9 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK909	(B)	LEVEL 6-9 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK910	(B)	LEVEL 10-11 PLAN - WET AREAS	dwg	Drawing	For Information
20170055-AD-SK910	(B)	LEVEL 10-11 PLAN - WET AREAS	pdf	Drawing	For Information
20170055-AD-SK912	(A)	BASEMENT 3 - FALLS DIAGRAM	pdf	Drawing	For Information
20170055-AD-SK912	(A)	BASEMENT 3 - FALLS DIAGRAM	dwg	Drawing	For Information
20170055-AD-SK913	(A)	B1 PLAN - SEWER DIVERSION / STRUC. CO-ORDINATION	dwg	Drawing	For Information
20170055-AD-SK913	(A)	B1 PLAN - SEWER DIVERSION / STRUC. CO-ORDINATION	pdf	Drawing	For Information
20170055-AD-SK916	(C)	OSD TANK LOCATION - OPTION 2	pdf	Drawing	For Information
20170055-AD-SK918	(A)	SECTION - FIRE STAIR / SEWER DIVERSION	pdf	Drawing	For Information
20170055-AD-SK919	(A)	PLAN - STRUCTURAL BEAMS OVER LOADING DOCK	pdf	Drawing	For Information
20170055-AD-SK920	(B)	TOWER CRANE LOCATION	pdf	Drawing	For Information
20170055-AD-SK921	(B)	RSL CLUB - GF PLAN AREA	pdf	Drawing	For Information
20170055-AD-SK925	(C)	SECTION - EXIST MAIN SEWER LINE	pdf	Drawing	For Information
20170055-AD-SK929	(A)	SECTION - RSL KITCHEN EXHAUST	pdf	Drawing	For Information
20170055-AD-SK939	(A)	SIGNAGE - RSL EXTERNAL SIGNS	pdf	Drawing	For Information
20170055-AD-SK944	(A)	RAINWATER / FIRE SPRINKLER / OSD TANK	pdf	Drawing	For Information
20170055-AD-SK949	(A)	BATHROOM POD STUDY - PLAN	pdf	Drawing	For Information
20170055-AD-SK950	(A)	WESLEY MISSION - AREAS	pdf	Drawing	For Information
20170055-AD-SK951	(A)	AWNING PLANS	pdf	Drawing	For Information
20170055-AD-SK952	(A)	AWNING SECTIONS	pdf	Drawing	For Information
20170055-AD-SK953	(C)	Exist Ausgrid Wall & Piling	pdf	Drawing	For Information
20170055-AD-SK955	(A)	PLAN - BUILDING A - EAST EXTERNAL WALL	pdf	Drawing	For Information
20170055-AD-SK956	(A)	SECTION - NEW DRIVEWAY TO ENGLISH STREET	pdf	Drawing	For Information
20170055-AD-SK957	(A)	BOUNDARY SECTIONS	pdf	Drawing	For Information
20170055-AD-SK958	(A)	TYPICAL COLUMN & SLAB JUNCTION	pdf	Drawing	For Information
20170055-AD-SK960	(A)	SECTION - RAINWATER / OSD TANKS @ RSL	pdf	Drawing	For Information
20170055-AD-SK962	(A)	3D VIEW KIOSK SUBSTATION	pdf	Drawing	For Information
20170055-AD-SK964	(A)	RSL CLUB PLANT	pdf	Drawing	For Information
20170055-AD-SK966	(A)	RSL CLUB - B1 PLAN AREA	pdf	Drawing	For Information
20170055-AD-SK971	(B)	WESLEY SKYLIGHT DETAIL	pdf	Drawing	For Information
20170055-AD-SK973	(B)	TRANSLUCENT DOORS TO STUDIO - APT 102	pdf	Drawing	For Information
20170055-AD-SK974	(A)	TRANSFER BEAMS	pdf	Drawing	For Information
20170055-AD-SK978	(B)	EXISTING SEWER LINE	pdf	Drawing	For Information
20170055-AD-SK979	(A)	TRANSLUCENT SLIDING DOOR TO APT - A104	pdf	Drawing	For Review
20170055-AD-SK980	(A)	TRANSLUCENT SLIDING DOOR TO APT - A601	pdf	Drawing	For Review
20170055-AD-SK981	(B)	SECTION - CAPPING BEAM AT EGRESS PASSAGE	pdf	Drawing	For Review
20170055-AD-SK982	(A)	LEVEL 1 PLAN - STRUCTURE OVERLAY	pdf	Drawing	For Review
20170055-AD-SK983	(A)	TRANSLUCENT SLIDING DOOR TO APT - A606	pdf	Drawing	For Review
20170055-AD-SK984	(A)	TRANSLUCENT SLIDING DOOR TO APT - A506	pdf	Drawing	For Review
20170055-AD-SK984	(A)	TRANSLUCENT SLIDING DOOR TO APT - A506	pdf	Drawing	For Review
20170055-AD-SK988	(A)	APARTMENT LOUVRE SCREENS	pdf	Drawing	For Information
20170055-IP-SK010	(D)	RESIDENTIAL LOBBY CONCEPT DESIGN	pdf	Other	For Information

#### Electrical > Tender

20160150-Electrical Services D&C Technical Specifi	(C)	Electrical Services D&C Technical Specification	pdf	Specification	For Tender
ES-000	(05)	Electrical Services Cover Sheet & Legend	pdf	Drawing	For Tender
ES-001	(05)	Lighting Schedule & Notes	pdf	Drawing	For Tender



Drawing No.	Revision	Title	Format	Type	Status
ES-100	(05)	Basement Level 3 Lighting Services Plan - North	pdf	Drawing	For Tender
ES-101	(05)	Basement Level 3 Lighting Services Plan - South	pdf	Drawing	For Tender
ES-102	(05)	Basement Level 2 Lighting Services Plan - North	pdf	Drawing	For Tender
ES-103	(05)	Basement Level 2 Lighting Services Plan - South	pdf	Drawing	For Tender
ES-104	(05)	Basement Level 1 Lighting Services Plan - North	pdf	Drawing	For Tender
ES-105	(05)	Basement Level 1 Lighting Services Plan - South	pdf	Drawing	For Tender
ES-106	(05)	Ground Level Lighting Services Plan - Building A	pdf	Drawing	For Tender
ES-107	(05)	Ground Level Lighting Services Plan - Building B	pdf	Drawing	For Tender
ES-108	(04)	Building A - Level 1 Lighting Services Plan	pdf	Drawing	For Tender
ES-109	(03)	Building A - Level 2 Lighting Services Plan	pdf	Drawing	For Tender
ES-110	(03)	Building A - Level 3 Lighting Services Plan	pdf	Drawing	For Tender
ES-120	(04)	Building B - Level 1 Lighting Services Plan	pdf	Drawing	For Tender
ES-121	(03)	Building B - Level 2 Lighting Services Plan	pdf	Drawing	For Tender
ES-122	(03)	Building B - Level 3 Lighting Services Plan	pdf	Drawing	For Tender
ES-123	(03)	Building B - Level 4 Lighting Services Plan	pdf	Drawing	For Tender
ES-124	(03)	Building B - Level 5 Lighting Services Plan	pdf	Drawing	For Tender
ES-125	(03)	Building B - Level 6 Lighting Services Plan	pdf	Drawing	For Tender
ES-126	(03)	Building B - Level 7 Lighting Services Plan	pdf	Drawing	For Tender
ES-127	(03)	Building B - Level 8 Lighting Services Plan	pdf	Drawing	For Tender
ES-128	(03)	Building B - Level 9 Lighting Services Plan	pdf	Drawing	For Tender
ES-129	(03)	Building B - Level 10 Lighting Services Plan	pdf	Drawing	For Tender
ES-130	(03)	Building B - Level 11 Lighting Services Plan	pdf	Drawing	For Tender
ES-131	(03)	Building B - Roof Level Lighting Services Plan	pdf	Drawing	For Tender
ES-209	(03)	Building A - Level 2 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-210	(03)	Building A - Level 3 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-211	(03)	Building A - Level 4 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-212	(03)	Building A - Level 5 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-213	(03)	Building A - Level 6 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-214	(03)	Building A - Level 7 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-215	(03)	Building A - Level 8 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-216	(03)	Building A - Level 9 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-217	(03)	Building A - Level 10 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-218	(03)	Building A - Level 11 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-219	(03)	Building A - Roof Level Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-220	(04)	Building B - Level 1 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-221	(03)	Building B - Level 2 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-222	(03)	Building B - Level 3 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-223	(03)	Building B - Level 4 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-224	(03)	Building B - Level 5 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-225	(03)	Building B - Level 6 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-226	(03)	Building B - Level 7 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-227	(03)	Building B - Level 8 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-228	(03)	Building B - Level 9 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-229	(03)	Building B - Level 10 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-230	(03)	Building B - Level 11 Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-231	(03)	Building B - Roof Level Power, Communication & Dry Fire Services Plan	pdf	Drawing	For Tender
ES-304	(03)	Security / Access Control & CCTV Details	pdf	Drawing	For Tender
Fire > Tender					
20140058	(01)	Fire Services D&C Technical Specification	pdf	Specification	For Tender
20160150 Fire Services D&C Technical Specification	(A)	Fire Services D&C Technical Specification	pdf	Specification	For Tender
FS-000	(04)	Cover Sheet, Notes & Legend	pdf	Drawing	For Tender
FS-001	(04)	Site Plan	pdf	Drawing	For Tender
FS-100	(04)	Basement 3 Fire Services Plan - North	pdf	Drawing	For Tender
FS-101	(04)	Basement 3 Fire Services Plan - South	pdf	Drawing	For Tender
FS-102	(04)	Basement 2 Fire Services Plan - North	pdf	Drawing	For Tender
FS-103	(04)	Basement 2 Fire Services Plan - South	pdf	Drawing	For Tender
FS-104	(04)	Basement 1 Fire Services Plan - North	pdf	Drawing	For Tender
FS-105	(04)	Basement 1 Fire Services Plan - South	pdf	Drawing	For Tender
FS-106	(04)	Ground Level Fire Services Plan - North	pdf	Drawing	For Tender



Drawing No.	Revision	Title	Format	Type	Status
FS-107	(04)	Ground Level Fire Services Plan - South	pdf	Drawing	For Tender
FS-108	(04)	Building A Level 1 Services Plan	pdf	Drawing	For Tender
FS-109	(03)	Building A Level 2 Services Plan	pdf	Drawing	For Tender
FS-110	(03)	Building A Level 3 Services Plan	pdf	Drawing	For Tender
FS-111	(03)	Building A Level 4 Services Plan	pdf	Drawing	For Tender
FS-112	(03)	Building A Level 5 Services Plan	pdf	Drawing	For Tender
FS-113	(03)	Building A Level 6 Services Plan	pdf	Drawing	For Tender
FS-114	(03)	Building A Level 7 Services Plan	pdf	Drawing	For Tender
FS-115	(03)	Building A Level 8 Services Plan	pdf	Drawing	For Tender
FS-116	(03)	Building A Level 9 Services Plan	pdf	Drawing	For Tender
FS-117	(03)	Building A Level 10 Services Plan	pdf	Drawing	For Tender
FS-118	(03)	Building A Level 11 Services Plan	pdf	Drawing	For Tender
FS-119	(03)	Building A Roof Level Services Plan	pdf	Drawing	For Tender
FS-120	(04)	Building B Level 1 Services Plan	pdf	Drawing	For Tender
FS-121	(03)	Building B Level 2 Services Plan	pdf	Drawing	For Tender
FS-122	(03)	Building B Level 3 Services Plan	pdf	Drawing	For Tender
FS-123	(03)	Building B Level 4 Services Plan	pdf	Drawing	For Tender
FS-124	(03)	Building B Level 5 Services Plan	pdf	Drawing	For Tender
FS-125	(03)	Building B Level 6 Services Plan	pdf	Drawing	For Tender
FS-126	(03)	Building B Level 7 Services Plan	pdf	Drawing	For Tender
FS-127	(03)	Building B Level 8 Services Plan	pdf	Drawing	For Tender
FS-128	(03)	Building B Level 9 Services Plan	pdf	Drawing	For Tender
FS-129	(03)	Building B Level 10 Services Plan	pdf	Drawing	For Tender
FS-130	(03)	Building B Level 11 Services Plan	pdf	Drawing	For Tender
FS-131	(03)	Building B Roof Level Services Plan	pdf	Drawing	For Tender
FS-300	(04)	Schematic Diagram	pdf	Drawing	For Tender
FS-400	(04)	Typical Apartment Layouts 01, 02 & 03	pdf	Drawing	For Tender
FS-401	(03)	Detail Sheet 1	pdf	Drawing	For Tender
FS-402	(03)	Detail Sheet 2	pdf	Drawing	For Tender

Hydraulic > Tender

20140058 Hydraulic Services D&C Technical Specific	(01)	Hydraulic Services D&C Technical Specification	pdf	Specification	For Tender
20160150 Hydraulic Services D&C Technical Specific	(02)	Hydraulic Services D&C Technical Specification	pdf	Specification	For Tender
H-000	(07)	Cover Sheet, Notes & Legend	pdf	Drawing	For Tender
H-001	(07)	Site Plan	pdf	Drawing	For Tender
H-100	(07)	Basement 3 Inground Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-101	(07)	Basement 3 Inground Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-102	(07)	Basement 3 Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-103	(07)	Basement 3 Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-104	(07)	Basement 2 Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-105	(07)	Basement 2 Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-106	(07)	Basement 1 Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-107	(07)	Basement 1 Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-108	(09)	Ground Level Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-109	(09)	Ground Level Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-110	(08)	Level 1 Podium Hydraulic Services Plan - North	pdf	Drawing	For Tender
H-111	(08)	Level 1 Podium Hydraulic Services Plan - South	pdf	Drawing	For Tender
H-112	(04)	Building A Level 1 Hydraulic Services Plan	pdf	Drawing	For Tender
H-113	(04)	Building A Level 2 Hydraulic Services Plan	pdf	Drawing	For Tender
H-114	(04)	Building A Level 3 Hydraulic Services Plan	pdf	Drawing	For Tender
H-115	(04)	Building A Level 4 Hydraulic Services Plan	pdf	Drawing	For Tender
H-116	(04)	Building A Level 5 Hydraulic Services Plan	pdf	Drawing	For Tender
H-117	(04)	Building A Level 6 Hydraulic Services Plan	pdf	Drawing	For Tender
H-118	(04)	Building A Level 7 Hydraulic Services Plan	pdf	Drawing	For Tender
H-119	(04)	Building A Level 8 Hydraulic Services Plan	pdf	Drawing	For Tender
H-120	(04)	Building A Level 9 Hydraulic Services Plan	pdf	Drawing	For Tender
H-121	(04)	Building A Level 10 Hydraulic Services Plan	pdf	Drawing	For Tender
H-122	(04)	Building A Level 11 Hydraulic Services Plan	pdf	Drawing	For Tender
H-123	(04)	Building A Roof Level Hydraulic Services Plan	pdf	Drawing	For Tender



Drawing No.	Revision	Title	Format	Type	Status
H-124	(06)	Building B Level 1 Hydraulic Services Plan	pdf	Drawing	For Tender
H-125	(04)	Building B Level 2 Hydraulic Services Plan	pdf	Drawing	For Tender
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H-302	(02)	Cold Water, FHR & Rainwater Reuse Schematic Diagram	pdf	Drawing	For Tender
H-303	(02)	Hot Water Schematic Diagram	pdf	Drawing	For Tender
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H-305	(02)	Gas Schematic	pdf	Drawing	For Tender
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H-402	(01)	OSD Tank 2 Detail Sheet	pdf	Drawing	For Tender
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20140058 Mechanical D&C Specification	(B)	Mechanical D&C Specification	pdf	Specification	For Review
20160150 MECHANICAL D&C SPECIFICATION	(B)	MECHANICAL D & C SPECIFICATION	pdf	Specification	For Tender
M-000	(03)	Mechanical Services Cover Sheet & Legend	pdf	Drawing	For Tender
M-100	(03)	Basement Level 3 Mechanical Services Plan - North	pdf	Drawing	For Tender
M-101	(03)	Basement Level 3 Mechanical Services Plan - South	pdf	Drawing	For Tender
M-102	(03)	Basement Level 2 Mechanical Services Plan - North	pdf	Drawing	For Tender
M-103	(03)	Basement Level 2 Mechanical Services Plan - South	pdf	Drawing	For Tender
M-104	(03)	Basement Level 1 Mechanical Services Plan - North	pdf	Drawing	For Tender
M-105	(03)	Basement Level 1 Mechanical Services Plan - South	pdf	Drawing	For Tender
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M-131	(03)	Building B Roof Level Mechanical Services Plan	pdf	Drawing	For Tender
M-200	(04)	Typical Apartment Mechanical Services Layout Sheet 1	pdf	Drawing	For Tender



Drawing No.	Revision	Title	Format	Type	Status
M-201	(03)	Typical Apartment Mechanical Services Layout Sheet 2	pdf	Drawing	For Tender
M-300	(03)	Mechanical Services Ventilation Schematic	pdf	Drawing	For Tender
M-301	(02)	Mechanical Services Refridgerant Pipe Schematic	pdf	Drawing	For Tender
M-302	(02)	Mechanical Services Stair Pressurisation Schematic	pdf	Drawing	For Tender
M-400	(02)	Mechanical Services Detail Sheet	pdf	Drawing	For Tender
M-500	(03)	Mechanical Services Equipment Schedule Sheet 1	pdf	Drawing	For Tender
M-501	(03)	Mechanical Services Equipment Schedule Sheet 2	pdf	Drawing	For Tender
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16024-000	(D)	Modular Bathroom - Stage 1 Floor Plans	pdf	Drawing	For Review
16024-MAP	(E)	Modular Assessment Plan - Bathrooms	pdf	Drawing	For Review
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150401 Access Report A1782	(1.1)	Access Report	pdf	Specification	For Construction
150401 Waste Management Plan	(-)	Waste Management Plan	pdf	Specification	For Construction
150511 DA BCA Report	(1)	BCA Capability Report	pdf	Specification	For Construction
20084_DA	(1)	RAW Fire Report	pdf	Specification	For Construction
20120148-TR01D_1.0	(F)	Principals Project Requirements	pdf	Specification	For Tender
20140058	(A)	Lift Services D&C Technical Specification	pdf	Report	For Information
20150556.1/1305A/RO/GC	(0)	Environmental Noise Impact Assessment	pdf	Specification	For Construction
2016.11.07 - NSA EFFICIENCY (002)	(-)	NSA Efficiency	pdf	Specification	For Construction
Acoustic Environmental Noise Assessment	(0)	Acoustic Environmental Noise Assessment	pdf	Report	For Construction
Acoustic Report	(1)	Acoustic Report	pdf	Report	For Information
Club Lot Design Brief	(-)	Club Area Base Building Provisions Scope of Works	pdf	Specification	For Construction
DA.97/2015	(-)	DA Consent	doc	Specification	For Construction
Geotechnical Report GS6221-1A	(0)	Geotechnical Investigation Report	pdf	Specification	For Construction
Marketing Contract - Veridian	(-)	Contract for Sale of Land	pdf	Specification	For Construction
Report 170502a	(1)	EMF Survey Assessment	pdf	Report	For Information
Section J Report	(A)	Section J Report	pdf	Report	Approved
<b>Schedules</b>					
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CLUB-LOT-DESIGN-SCHEDULE	(6)	Club Lot Design Schedule	xlsx	Schedule	For Review
EZO\EZO\48719982\1	(1)	Veridian Strata Management Statement	pdf	Other	For Review
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141101-C201	(C)	BULK EARTHWORKS	pdf	Drawing	For Tender
141101-C202	(C)	BULK EARTHWORKS SECTIONS	pdf	Drawing	For Tender
SY150-014_DC170613	(1)	STRUCTURAL DESIGN CERTIFICATE	pdf	Other	For Information
SY150-014_S02-01	(L)	RETENTION PLAN	pdf	Drawing	For Tender
SY150-014_S02-04	(K)	RETENTION ELEVATIONS - SHEET 3	pdf	Drawing	For Tender
SY150-014_S08-21	(B)	RAMP PLAN AND DETAILS	pdf	Drawing	For Tender
SY150-014_S21-05	(P1)	STAIR DETAILS	pdf	Drawing	For Tender
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171025-03	(1)	Streetscape Service Layout	pdf	Drawing	For Coordination
53008DT	(0)	Survey Plan	pdf	Drawing	For Information
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Lift 3&4 - Building B	(3)	Lift 3&4 - Building B	pdf	Drawing	For Information



## BUILDING SERVICES, SERVICES AND SITE FACILITIES

Description	<i>[Identify party responsible by marking the box below and/or add comments as required]</i>	
Building Services	Subcontractor	Contractor
Plant	✓	
Equipment	✓	
Apparatus	✓	
Water		✓
Mechanical		✓
Electrical		✓
Communications	✓	
Air Conditioning	✓	
Waste	✓	
Access Control	N/A	
Security	N/A	
Fire Protection		✓
Lifts	N/A	
Hydraulics	N/A	
Upgrade, augmentation or amplification of services to the Site	N/A	
Services and Site Facilities	Subcontractor	Contractor
Scaffolding for access above 5m		✓
Scaffolding for access below 5m	✓	
Hoists		✓
Other plant and equipment	✓	



CT metering fees	N/A	
Supply authority site establishment and meter costs	N/A	
Electrical meters and hot water meters	N/A	



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

# **PART V**

**PROGRESS CLAIM BREAKUP  
As determined by the Subcontractor**



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

# **PART W**

## **WHSE REQUIREMENTS**



**WHS MANAGEMENT PLAN**

**Appendix 4 – WHS Requirements for Subcontractors**

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# WH&S Management Plan

## Appendix 4

### WHS Requirements for Subcontractors



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**1.0. DEFINITIONS**

In this document, except where the context otherwise requires, terms defined in the general conditions of the Subcontract will have the same meaning in this document;

**Westbourne Constructions Pty Ltd (Westbourne) WHS Plan** means Westbourne's work health and safety plan for managing work health and safety for the project;

**MS** means Mandatory Standard. MS outline the minimum standard to be achieved, relevant to the subject matter they address, on Westbourne's Projects.

**Engineer's Certificate** means a certificate issued by a practicing engineer qualified for member grade of the Australian Institution of Engineers, having not less than 4 years post graduate qualification and professional engineering experience in the relevant task;

**Fire Protection Impairment** means the shut off, impairment or decommissioning, in whole or part, of a fire prevention or protection alarm or supervisory system (e.g. sprinkler systems, fire detection systems, special/extinguishing systems or security system).

**Hierarchy of Controls** means the controls to be applied to eliminate a hazard, so far as is reasonably practicable or if not reasonably practicable, to minimise exposure to a hazard so far as is reasonably practicable, considering the following control options in the sequence they are listed below:

- Elimination (to eliminate the hazard all together, for example to replace the dangerous machinery or plant);
- Substitution (substitute the hazard with a safer alternative; for example, to replace the plant, equipment material or substances with safer plant, equipment, material or substances);
- Isolate (isolation of the hazard from anyone who could be harmed, for example to isolate the hazard from those that may be exposed, i.e. provide enclosures, barriers or barricades);
- Engineering (the use of engineering controls to reduce the risk; for example, provide guards to plant, equipment to protect the user);
- Administration (the use of administrative controls to reduce the risk, for example to provide appropriate training for workers); and
- Use Personal Protective Clothing Equipment (PPCE) (for example; provide safety helmets, safety footwear, ear and eye protection).

WHS means work health and safety;

**WHS Incident** means any incident or matter giving rise to any personal injury, work related illness or property damage and any near misses with the potential to cause similar consequences arising out of or in connection with the work;

**WHS Requirements for Subcontractors** means all of the requirements as outlined in this document to the extent they relate to the subcontractor's scope of work;

**Mobile Elevated Work Platform (MEWP)** means a mobile boom lift or scissor lift type elevated platform from which to work;



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**SDS** means Safety Data Sheet;

**Permit to Work** means a document authorising a certain type of work to be undertaken and describing specific requirements that need to be satisfied prior to and during the execution of the work to which the permit relates.

**Personnel** mean any worker employed by or working for the Subcontractor including its consultants, contractors and their respective workers in connection with the Work;

**Project Risk Register** means the document identifying foreseeable risks and nominating appropriate controls in relation to hazards relevant to a Project;

**Registered Training Organisation** a Registered Training Organisation (RTO) is a vocational educational organisation that provides training which results in qualifications and statements of attainment being awarded that are recognised and accepted by industry and other educational institutions throughout Australia.

**Return to Work Program** means a program to assist a sick/injured worker return to work on alternate duties until they are fit to return to pre-injury/illness duties;

**Secondary Subcontractor** means any consultant or contractor to the Subcontractor in connection with the Subcontract Works;

**Subcontract** means the document to which this document is attached;

**Subcontractor** means a company engaged by Westbourne to undertake work under a subcontract agreement, whether executed or not, and includes a contractor engaged by a subcontractor to perform work on behalf of the subcontractor (secondary subcontractor) or Westbourne and a worker conducting a business or undertaking (PCBU) as defined under the relevant state/territory WHS legislation.

**SWMS** means Safe Work Method Statements. A document that lists the types of high risk construction work being done, states the health and safety hazards and risks arising from that work, describes how the risks will be controlled, and describes how the risk control measures will be put in place and maintained.

**Task Observations** means a review by Westbourne of the Subcontractor's compliance with the relevant SWMS;

**Working at Height** means where a worker, any material or equipment could fall a distance of 2 metres or more.

## **2.0. GENERAL**

Without limiting the Subcontractor's obligations at law, the Subcontract and this document set out the minimum standards and obligations the Subcontractor is required to perform in relation to WHS matters in the performance of the Works.

Prior to commencement of any Work on Site, at the request of Westbourne, the Subcontractor's senior management and key Personnel **must** attend a WHS pre-commencement meeting. This meeting will outline and review health, safety and environmental requirements that the Subcontractor must comply with on the Project.

Prior to commencing work the subcontractor must submit to Westbourne the following information:

- SWMS for each part of the Works that complies with legislative requirements and the requirements of **WC\_WHSE\_F\_029 SWMS Review HRCW**;



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- Hazardous Chemical Register (**WC\_WHS\_F\_009 Hazardous Chemical SDS Register** may be used where the subcontractor does not have their own register)
- Current Safety Data Sheets (not more than 5 years old);
- **All documents, as applicable, listed on WC\_WHS\_F\_036 Mobile Plant Checklist**, and;
- Lifting Gear Register (**WC\_WHS\_F\_048 Lifting Gear Register** may be used where the subcontractor does not have their own register) and copies of inspection and test certificates for all lifting gear to be used on Site,

If the Subcontractor's WHS Documentation or any part thereof is not acceptable to Westbourne, Westbourne will provide the Subcontractor with reasons and the Subcontractor must resubmit their WHS Documentation in a form acceptable to Westbourne. The Subcontractor's WHS Documentation must be approved by Westbourne prior to commencement of any Work on site and where appropriate, progressively throughout the Works.

The Subcontractor shall keep under review the Subcontractor's WHS Documentation as required so as to ensure that it is current and adequately addresses all the Subcontractor's activities.

Westbourne may conduct monitoring/surveillance activities, including Task Observations, audits or inspections on any part or whole of the Subcontractor's works at any time to monitor compliance with WHS requirements. The Subcontractor will cooperate and assist Westbourne in undertaking monitoring/surveillance activities and if any non-conformances are identified by Westbourne the Subcontractor be advised accordingly and shall rectify such non-conformances within specified timeframes and or comply with the directions of Westbourne in connection to such rectification which may include suspending work until the non-conformance is rectified to the satisfaction of Westbourne. The Subcontractor acknowledges it will have no claim against Westbourne in connection with Westbourne's directions under this provision.

If under the Subcontract Westbourne permits the Subcontractor to engage another worker to undertake any part of the Work ("Secondary Subcontractor"), without limitation, the Subcontractor must ensure that the Secondary Subcontractor complies with this document. Accordingly, the Subcontractor (or the Secondary Subcontractor on behalf of the Subcontractor and at Westbourne's discretion) must provide the Subcontractor's WHS Documentation as required by this document.

### **3.0. RISK MANAGEMENT**

#### **3.1. Overview**

Westbourne will provide the Subcontractor with **Appendix 5 Project Risk Register** (Appendix 5 to the WHS Plan) and any subsequent amendments. Subcontractors must give due consideration to the matters identified in the Project Risk Register that are applicable to their work and ensure their WHS documentation, including SWMS, other task induction documentation and the like take account of the hazards, risks and controls nominated in Westbourne's Project Risk Register. In doing so, this does not in any way absolve the subcontractor from meeting the required legislative standards for health and safety of their workers and others where such standards differ from those identified in Westbourne's Project Risk Register. If there are any aspects of the project risk register the subcontractor is in disagreement with or does not understand this is to be immediately brought to the attention of Westbourne for resolution.



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As soon as practicable after receiving an amendment to the Project Risk Register the Subcontractor must review the amendment and update their SWMS or any other documentation, as necessary, and submit the amended documents for Westbourne's review/approval (including **WC\_WHS\_F\_029\_SWMS Review HRCW** in respect of any SWMS).

#### **4.0. DRUGS AND ALCOHOL**

Westbourne aims to provide a work environment which ensures the health and safety of its workers, contractors and consultants who occupy Westbourne work premises and worksites.

Westbourne recognises that the use of drugs and or alcohol may impair an individual's capacity to perform their job safely and efficiently and may have the potential to cause threat to the well-being of the impaired worker, other workers, clients of Westbourne as well as members of the public.

#### **5.0. HEALTH SURVEILLANCE**

Records of health monitoring for workers exposed to hazardous chemicals and materials in accordance with legislative requirements shall be provided to Westbourne on request. Health monitoring may include monitoring for exposure to:

- Asbestos
- Lead
- Noise
- Vibration
- Dust (e.g. Silica)
- Chemicals

The subcontractor is to also provide details of any air monitoring to be carried out in relation to exposure to hazardous chemicals or materials (e.g. where a regulatory requirement for air monitoring exists or an exposure standard exists and is identified, through a risk assessment, as necessary. (Note, Safe Work Australia publication ['Health monitoring for exposure to hazardous chemicals – Guide for PCBU'](#)).

#### **6.0. SAFE WORK METHOD STATEMENTS**

Subcontractors working on Westbourne projects will be required to ensure that a site specific Safe Work Method Statement (SWMS) is produced for all High Risk Construction Work as listed by legislation below and such SWMS only contains reference to HRCW as required under the applicable state/territory legislation.

High risk construction work is defined as construction works that:

High Risk Construction Work	
Involves a risk of a person falling more than 2 metres	Is carried out on or near pressurised gas distribution mains



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<b>High Risk Construction Work</b>	
Is carried out on a telecommunication tower	Is carried out on or near chemical, fuel or refrigerant lines
Involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure.	Is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians.
Involves, or is likely to involve, the disturbance of asbestos	In an area that may have a contaminated or flammable atmosphere
Involves structural alterations or repairs that require temporary support to prevent collapse	Tilt-up or precast concrete
Is carried out in or near a confined space	Is carried out on or near energised electrical installations or services
Is carried out in or near a shaft or trench with an excavated depth greater than 1.5 metres or is carried out in or near a tunnel	Where there is any movement of powered mobile plant
Involves the use of explosives	In an area where there are artificial extremes of temperature
Diving work	In or near water or other liquid that involves the risk of drowning

In order to maintain the integrity and purpose of SWMS in accordance with the legislative definition for a SWMS (i.e. the SWMS is intended to only address hazards, risks and controls in relation to 'High Risk Construction Work'), Subcontractors will be encouraged to separate those hazards, risks and controls for tasks not classified as 'High Risk Construction Work' that are currently written into their SWMS into separate documentation. For example, this may be achieved by removing the information from the SWMS altogether and including it in supporting health and safety task induction documentation/information such as one or a combination of the following documents:

- Job Safety Analysis (JSA);
- Hazard Profiles
- Safe Work Instructions;
- Safe Operating/Work Procedures
- Task Induction Method Statements
- Risk Assessments
- Tool Box Talk Inductions (task specific)



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**WC WHS F 030 SWMS Task Induction Documentation Register** is to be completed by the Subcontractor to demonstrate the SWMS the Subcontractor has in place for High Risk Construction Work and any relevant task induction documentation the subcontractor may have for work not classified as high risk construction work.

On request, the subcontractor is to provide Westbourne with copies of task induction documentation (e.g. those listed above) and evidence of task induction training, including induction into the Subcontractor's SWMS for their workers.

Subcontractors are required to submit their SWMS for Westbourne to review and accept prior to work commencing. The **SWMS Review Checklist (WC WHS F 0?)** is to be completed by the Subcontractor and submitted to Westbourne for final review and acceptance.

Subcontractor Supervisors supervising their works covered by a SWMS are to familiarise themselves with the hazards and controls identified in the SWMS and are to monitor compliance to the SWMS. Where the SWMS is not being complied with, the Subcontractor Supervisor is to order the work to be ceased in order for the issue to be rectified. Continuation of work shall only proceed once the supervisor is satisfied that appropriate action has been taken to rectify the non-compliance.

SWMS must be readily available for inspection by Westbourne while the activity is being performed.

Westbourne's project team shall monitor compliance with SWMS for tasks undertaken by the Subcontractor. Wherever possible, a supervisor of the Subcontractor is to be involved in monitoring compliance of their workers to the Subcontractor's SWMS. **WC WHS F 074 Safety Breach Notice** shall be raised for all breaches identified as a result of monitoring compliance to the SWMS.

## **7.0. INDUCTION AND SAFETY TRAINING**

The Subcontractor's workers and supervisors shall complete Westbourne's Site Induction prior to being permitted to work on site. WHS-001 Induction Record Form is to be completed at time of induction and is to include copies of any relevant statutory authority certification, industry induction, first aid, traffic controller, confined space, elevated work platform training, and working at height training records for the worker being inducted.

Site Inductions will be held at times and locations nominated by Westbourne. Inductions may be held at additional times by agreement with Westbourne Site Management. However, Subcontractor's workers may be turned away on the day of the induction if they turn up late and miss the start of scheduled inductions. Additional site inductions may be required for subcontractor's workers who undertake HRCW.

If a translator is required to communicate with non-English speaking workers, the Subcontractor is required to provide a translator to be present at the Induction and the translator is to countersign the Induction Record Form certifying his role.

At the Site-specific Induction, each attendee will be required to complete a questionnaire to verify their understanding of the key requirements discussed during induction and acknowledge, by way of signing the induction record that they will adhere to Westbourne's WHS guidelines and rules.

## **8.0. YOUNG OR INEXPERIENCED WORKERS**

Young or inexperienced workers are workers that have worked in the building and construction industry for less than 1 year.



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The Subcontractor will ensure that all young or inexperienced workers are protected from the risk of injury or illness arising from workplace hazards. The Subcontractor must provide adequate supervision, instruction and training to ensure any young or inexperienced worker is competent in the assigned tasks. Westbourne reserve the right to extend the duration of the site induction for young and inexperienced workers.

All Apprentices and or new and inexperienced workers (i.e. workers who have been in the construction industry for less than 1 year) may be required to participate in the onsite Young / Inexperienced worker program which may include identification of such workers, e.g. by wearing a Hard Hat of a specific colour (nominated by Westbourne) or a specific Hard Hat sticker (issued by Westbourne) and a competent member of Westbourne's project team holding a conversation with the young or inexperienced worker following their site induction, or as soon as practicable thereafter, in the presence of their supervisor.

A subcontractor shall not allow a young or inexperienced worker to commence on site work without notifying Westbourne.

## **9.0. WORKPLACE SAFETY INSPECTIONS**

Westbourne may establish and maintain a Site Safety Committee including representatives from Westbourne and key subcontractors. The Subcontractor must provide a representative to serve on the Site Safety Committee if required by Westbourne or in accordance with legislative requirements. The Site Safety Committee may issue inspection lists or rectification orders which the Subcontractor must promptly comply with.

The Subcontractor is to confirm it has undertaken the required rectification by signing-off the relevant section of the inspection list or rectification order and returning it to the worker at the date and time nominated in the order.

Subcontractors must also conduct regular (at not more than weekly intervals) WHS inspections of their activities to monitor and document their compliance with the relevant SWMS or other hazardous task induction documentation. At Westbourne's request, the Subcontractor shall provide copies of the inspection reports.

## **10.0. WORKING AT HEIGHT AND FALLING OBJECTS**

### **10.1. Working at Height**

A SWMS is required for any work where there is a risk of a person falling more than 2 meters.

A worker working at height must be protected against falling from height. As a minimum, the following controls are to be applied to prevent the risk of fall from height:

1. Undertaking the work from the ground or a solid construction
2. Using a passive fall prevention device (Note: a passive fall prevention device is material or equipment or a combination thereof that is designed for preventing falls and, after initial installation, does not require any ongoing adjustment, alteration or operation by any worker to ensure the device's integrity, e.g. guard railing, scaffolding;)
3. Using a work positioning system e.g. elevated work platform; fixed work platforms; step platforms, building maintenance units



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Fall restraint or fall arrest (Harness) system (note requires approval from Westbourne and the issuing of a Permit for Harness Work at Height)

Platform Ladders, complying to the relevant Australian Standard, are to be used in place of ladders and A-frame step ladders for undertaking work tasks.

Where it is only possible to use a ladder or a step ladder, the Subcontractor must consult with Westbourne's site management and obtain approval from Westbourne for such use.

Ladders may be used for access and egress and must be secured from movement (top and bottom) set at an angle of 1:4 and extend at least 1m beyond the access level.

The Subcontractor will ensure that no worker will work at height using a safety harness and associated fall restraint/arrest equipment unless they have obtained from Westbourne the required **WC WHS F 060 Permit for Harness Work at Height** which includes the requirement, before issue, to provide Westbourne with evidence that any Personnel required to use the equipment have been properly trained and instructed in its selection, assembly, use, connection and storage of the fall restraint/arrest system.

Inertia reels and static lines may be used where suitable and subject to Westbourne's authorisation, provided they have been installed in accordance with the manufacturer's specifications, any legislative requirements and relevant Australian Standards. Anchorage points selected are to be of adequate strength to minimise potential free fall and/or any pendulum effect.

All fall restraint/arrest equipment brought on to the Site by the Subcontractor shall be listed on a register maintained by the Subcontractor. The equipment is to be inspected prior to each use and again at three monthly intervals by a competent worker with details of the inspections recorded on a register or similar document.

A site specific rescue procedure for the retrieval of a worker who has had a fall arrested must be developed in consultation with workers and will be incorporated into the Subcontractor's SWMS for the relevant High Risk Construction Work.

Safety tape (e.g. red and white striped plastic tape), is not to be used as edge protection.

## **10.2. Falling Objects**

A safe working procedure is required where there is a potential for objects to fall more than 3 meters (note: this is above legislative requirements for High Risk Construction Work).

When Working at Height, tools, equipment and materials are to be securely restrained from falling. Lanyards must be used with any tool where there is a risk of it falling or injuring people below.

Workers must be protected against any potential falling objects or material. This may involve the implementation of exclusion zones.

All penetrations are to be covered with material of suitable strength or otherwise safeguarded by use of a secure handrail.



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**10.3. Work on Roofs**

Approved guardrails must be fitted on all roofs, awnings or office areas where metal roofing is to be installed where external protection in the form of a scaffold is not provided. Guardrails must be installed by appropriately qualified Personnel in accordance with all relevant code and guidelines and any provider's specification for the handrail system to be used.

The contractor installing the guardrail system must provide certification confirming that the guardrail has been installed in accordance with all relevant code and guidelines and any provider's specification for the handrail system.

When working over a roof frame, as a minimum, approved safety mesh, meeting Australian Standards, must be installed over the roof purlins including with double side laps (min. 300 mm) and 2mm staples every 2nd square on alternate sides. This minimum protection system must be used regardless of purlin spacing.

Roof safety mesh must never be used for access to or egress purposes or as a working platform.

No access to or loading of a roof shall take place until **'WC\_WHS\_F\_051 Roof Mesh Installation Safety Sign-off'** has been submitted by the Subcontractor and approved by Westbourne.

**10.4. Protection of holes, penetrations, openings, voids, risers and shafts**

Holes, penetrations, openings, voids, risers and shafts through which a worker or object could fall are to be made safe immediately after being formed, or in the case of a pre-existing hole, immediately upon work commencing. If a cover is used as a control measure (as opposed to a suitable guard rail) it must be made of material that is strong enough to prevent workers or objects falling through and must be securely fixed to prevent any dislodgement or accidental removal.

Note: Engineering details are to be provided for larger openings, penetrations and voids.

**11.0. EMERGENCY PROCEDURES**

Where the Subcontractor's activities require any emergency procedures in addition to the general Site emergency procedures ("Activity Specific Emergency Procedures") they must implement and document such procedures and provide the required documentation to Westbourne prior to the relevant activity commencing.

Activity Specific Emergency Procedures include the following:

- means of rescuing workers from safety harnesses following arrested falls;
- means of rescuing workers from confined spaces, MEWP, shafts, tunnels etc;
- training in the use of the emergency descent controls when using MEWP (for example, scissor or boom lifts);
- maintaining written details of any of its Personnel taking any prescribed medication or having a material medical condition (epilepsy or severe allergies for example); and
- arrangements for coordinating a response with Westbourne in the event of an emergency.



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**12.0. INCIDENT RECORDING AND INVESTIGATION**

Any WHS Incident must be immediately reported to Westbourne as soon as possible, including:

- any lost time injury or illness;
- near-miss or Notifiable Incident as defined in WHS legislation
- any environmental incident
- any incident involving a visitor or member of the public
- receipt of improvement or prohibition notices from a regulatory authority

On request, the Subcontractor must provide a written incident and investigation report to Westbourne:

The subcontractor is responsible for reporting all notifiable incidents to the relevant regulatory authority.

**13.0. HAZARD REPORTING**

The Subcontractor shall report to Westbourne any WHS hazard immediately. The Subcontractor's Site supervisor will investigate all reported WHS hazards and report any required corrective or other actions.

**14.0. MOBILE PLANT**

The Subcontractor must provide Westbourne with a completed copy of WHS-050 Mobile Plant Checklist and all documents, as applicable, listed on the checklist, including but not limited to: Operators Manual (in English)

- Plant Risk Assessment
- Maintenance Records
- Plant-specific Log Book

When Westbourne is satisfied that the plant and the documentation meet Westbourne and legislative requirements, Westbourne will provide a tag or sticker to be prominently displayed on the plant.

In relation to any mobile plant on site for the works, prior to operation of the plant the Subcontractor must ensure:

- Plant Serial Numbers and safety decals are clearly displayed;
- A pre-delivery inspection docket is provided for all hired equipment;
- If the plant is provided by the owner without a pre-delivery docket the owner of the item of plant will be required to complete Section 5 of WC WHS F\_036 Mobile Plant Checklist.
- No modifications have been made to the plant without certification from the Manufacturer or a mechanical engineer;



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- An "Operator pre-start logbook/inspection checklist" shall be completed daily before the plant commences operation and copies of these will be provided to Westbourne at the end of each working week, each item of mobile plant is to have a separate log book that must be kept with the item of plant or in a location agreed by Westbourne;
- No fuel may be stored on site unless agreed by Westbourne. The method of storage of any fuel is subject to approval by Westbourne and must conform to the relevant statutory requirements with a current SDS being provided to Westbourne;
- A written procedure is in place in relation to re-fuelling on site;
- any operator is properly trained and qualified (refer also to the Induction and Safety Training requirements of this document) and that copies of relevant documentation and licenses are provided to Westbourne prior to operation; and
- All applicable sections of **WC WHS F 001 Site Induction Record** must be completed and approved by Westbourne in respect of a worker prior to the worker operating the mobile plant (regardless of and in addition to any Licence to perform high risk work being issued by the statutory authority).

The following evidence of competency to operate plant is to be provided:

- High-Risk Work Licence issued by a State or Territory under the National Certification System as per the legislation; or
- Where a High-Risk Work Licence is not required by legislation:
- Licence or Certificate of Competency issued under previous State or Territory legislation for which there is no longer a High Risk Work Licence required e.g. load-shifting equipment; or
- <sup>1</sup>Statement of Attainment or Certificate issued by a Registered Training Organisation (RTO) for the successful completion of the appropriate unit of competency in the Nationally Recognised Training (NRT) package; or

Note:

- <sup>1</sup>A certificate issued by Registered Training Organisation (RTO) is a minimum requirement for the use and operation of the following plant:
  - *Mobile Elevated Work Platform, scissor lift or boom <11m (EWP)*
  - *Skid Steer Loader*
  - *Excavator*
  - *Backhoe*
  - *Roller*
- *Consultants using EWP must hold an appropriate license for operating the EWP. Where a consultant does not hold a required license, the use of the EWP shall be in conjunction with a ticketed operator.*
- *A certificate to operate a boom type EWP is NOT acceptable for the operation of a scissor type EWP and vice versa.*



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- *No worker shall gain access or egress from an Elevated Work Platform whilst it is elevated or in motion unless in the event of an emergency.*
- *A Licence to Perform High Risk Work issued by a Statutory Authority for the operation of a non-slewing crane >3t is required to operate a Telescopic Handler, above 3 tonne.*
- *Training by an RTO is required to operate a tele-handler under 3 tonne.*
- *A certificate to operate a fork lift is not acceptable in respect of the operation of a Telescopic Handler.*
- *Westbourne may request further verification of competency whenever the high risk work licence holder gives cause for concern such as:*
  - *reason to suspect the licence may be fraudulent*
  - *concern of the operator's inability to operate the item of plant safely (e.g. through direct observation or incident,*
  - *where several years have passed since the worker received their licence*
  - *where the worker has been out of the industry for an extended period of time*

*Note: not ALL earthmoving equipment is fitted with both Roll-Over Protection Structures (ROPS) and Falling Object Protection Structures (FOPS). Earthmoving equipment should meet relevant standards surrounding prescribed requirements for protective structures of any kind. However, where there is no prescribed requirement for ROPS and/or FOPS on a particular type of mobile plant, a risk assessment to determine the need for protective structures, accounting for the manner in which the plant is to be operated is to be conducted. Where any ROPS and/or FOPS are fitted as a result of either a prescribed requirement or specific risk assessment, such structures Where mobile plant is hired the requirements set out in this document remain applicable and the Subcontractor will ensure that it and the provider comply.*

As a minimum, all Mobile plant must be fitted with flashing lights and audible reversing alarms) in an operational state.

Reversing alarms on mobile plant may cause confusion where multiple units are working and when noise restrictions apply. In such circumstances Westbourne may direct the Subcontractor to employ another warning system.

Additional safety devices may be required at the direction of Westbourne and may include proximity warning devices, limiting switches/devices, anti-collision devices etc. Such direction shall be provided by Westbourne in writing.

The Subcontractor is responsible for the mobile plant at all times and must secure it to prevent unauthorised use. If the Subcontractor permits another worker to use the plant the Subcontractor remains responsible for the use and compliance with this document.

## **15.0. ELECTRICAL EQUIPMENT**

All electrical equipment used on site is to comply with the requirements of any Statutory Authority and the Australian/New Zealand Standard AS/NZS 3012 for Electrical Installations - Construction and Demolition Sites and the requirements of WHS-121 BSMS Electrical.



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Prior to the use of any portable electrical equipment (tools, extension leads, temporary lights etc) the subcontractor must ensure that the equipment is in good condition and has a current electrical inspection tag in accordance with the electrical safety requirements applicable in the State or Territory where the site is located.

The checking and tagging of all electrical equipment used on site is to be carried out by a suitably qualified and competent worker. The worker shall record all relevant information in a log book in accordance with the relevant codes and guidelines. Copies of Electrical Inspection Registers are to be maintained on site and provided to Westbourne upon request.

**16.0. LIFTING GEAR**

The Subcontractor shall register all lifting gear it proposes to use on the site on a Lifting Gear Register (**WC WHS F 048 Lifting Gear Register** may be used for this purpose). Lifting gear includes but is not limited to slings, shackles, chains, chain blocks, hooks, spreader beams, lifting lugs fitted to plant or machinery that is to be lifted by a crane, cables and any other item used in lifting of plant or materials ("Lifting Gear").

Lifting Gear shall be tagged and the Subcontractor shall provide certification as requested by Westbourne, including that the Lifting Gear meets the requirements of Australian Standards AS 3775 and AS 4991 and a Certificate issued by a NATA Certifying Authority included in the register.

Lifting Gear must be inspected prior to each use and at monthly intervals with details of the inspection recorded.

Any cage, bin, etc. that is to be moved by any crane must have an engineer's certificate that is not be more than 12 months old and must have a plant serial number and safe working load ("SWL") displayed on the cage or bin. An Engineer's Certificate must also be provided certifying the adequacy and capacity of the item.

All lifting equipment (e.g. chains, slings, lifting clutches etc) are to be used in accordance with the manufacturers specifications, as applicable, and applicable rigging practices. Synthetic slings are to be assessed for suitability, in lieu of chains, prior to selection and use.

**17.0. HAZARDOUS CHEMICALS**

Prior to bringing any hazardous chemicals onto the site, the Subcontractor must provide Westbourne with:

- a SDS Register
- a current SDS for each of the materials listed on the SDS.

Note: For very high-risk chemicals such as carcinogens, mutagens, reproductive toxicants or sensitisation agents evidence of the subcontractor's assessment of risks associated with the use of the hazardous chemical is to be provide to Westbourne on request.

Subcontractors are to ensure their workers are provided with adequate training consultation in the use of all chemicals and are provided with:

- health monitoring (where required under the WHS Regulations)
- suitable Personal Protective Clothing and Equipment (PPCE) and training in the use of such equipment.

All chemicals shall be stored on site in strict accordance with the SDS.



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**18.0. ENGINEERS CERTIFICATION**

The Subcontractor must provide Westbourne with an Engineer's Certificate as required by any relevant code, Westbourne Mandatory Standard (MS), standard or law including but not limited to:

- for formwork to a suspended slab, prior to concrete being placed;
- Formwork shutters to be lifted by a designated lifting point
- prior to any plant being placed on a suspended floor slab;
- Handrails, including fixing details, protecting an edge, penetration, opening or void where a worker could fall 2 meters or more.
- prior to use of any cage or bin that is to be moved by a crane; and

**19.0. SCAFFOLDING**

All scaffolds on site must be erected, maintained and dismantled in accordance with Australian Standard requirements and **WC WHS F 038 MS Scaffolding**.

The subcontractor must provide shop drawings and engineers design certification as required under **WC WHS F 038 MS Scaffolding** prior to commencing erection.

Prior to use of the scaffolding the Subcontractor must provide Westbourne with a handover certificate.

No worker is to erect, alter or dismantle scaffolding unless they have the required qualifications and are authorised to do so by Westbourne. Where an alteration is required to the scaffold a request must be made to Westbourne. The unauthorised modification or tampering of scaffolding is not permitted and may result in the offending individual or subcontractor being removed from the Site.

Westbourne may engage the services of a suitably qualified worker/organisation to conduct an inspection or audit of any scaffolding during the course of the project. The scaffolding subcontractor must cooperate with the inspection and rectify any matter identified as defective or non-compliant. This does not absolve the Subcontractor from conducting regular inspections of the scaffold in accordance with statutory requirements and the requirements detailed within this document or elsewhere in the WHS Plan.

**20.0. PERMIT TO WORK**

A Permit to Work is a formal written authority to carry out specified works on an item of equipment, plant or in a specified area or to use a specific piece of equipment. A Permit to Work system ensures appropriate Personnel are authorised to carry out designated work and that the worker(s) in direct charge are aware of the work being undertaken.

A number of Permit to Work forms have been developed covering activities that may take place on Site and require a permit system as part of the safe working procedures required by Westbourne.

For each Site Westbourne will determine the need to obtain Permit to Work authority and who is to supply and issue such permits.



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Permit to Work forms are to be completed by the Subcontractor and authorized by Westbourne with a copy of the applicable SWMS or outline of training attached which covers the relevant activities.

The Permit to Work forms in use on site include:

- **WC WHS F 055 Concrete Cutting and Core Drilling Permit;**
- **WC WHS F 056 Hot Works Permit;**
- **WC WHS F 057 Confined Space Permit;**
- **WC WHS F 058 Permit to Excavate;**
- **WC WHS F 059 Permit to Work;**
- **WC WHS F 060 Permit for Harness Work at Height;**
- **WC WHS F 061 Permit to Erect, Alter or Dismantle a Tower Crane**
- **WC WHS F 062 Permit to Pump Site Water**
- **WC WHS F 064 Nine Inch Grinder and Handheld Concrete Saw Authorisation;**

## **21.0. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT (PPCE)**

PPCE shall meet the requirements specified in Attachment 1.

## **22.0. WHS CONSULTATION**

An WHS consultative process will be developed on the Site which may include the forming of a OHS Committee, OHS Committee, Health and Safety Representative, Work groups or other agreed arrangements as is appropriate for the Project.

The Subcontractor shall provide a nominated supervisor/manager, to undertake work health and safety consultation between the Subcontractor, Westbourne and other Subcontractors.

The Subcontractor must allow a worker who is nominated and elected by the subcontractor's workers to participate in the agreed work health and safety consultation arrangements and allow the Subcontractor's elected worker, under the agreed arrangements, sufficient time to fulfil their role.

The Subcontractor's elected worker must complete any required training (if they have not previously completed the required training) to fulfil legislative requirements for consultation.

The Subcontractor must hold a tool box meeting (minimum **monthly**) with its on-site workers and maintain written records of such meetings including a list of attendees, topics, time, date and who conducted the meeting.

Westbourne may (at its discretion) require the Subcontractor to hold daily briefings (e.g. pre-start meetings) or tool box meetings on-site covering WHS matters required by Westbourne.



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**23.0. SERVICES****23.1. Existing Services**

Prior to work commencing in areas where services are present or likely to be present, a competent member of the services subcontractor is to identify the presence and status of services and complete **WC WHS F 065 Notification of Services Status**.

**WC WHS F 065 Notification of Services Status** is to be used by services subcontractors' and Westbourne to inform workers of the status of services (e.g. live, de-energised etc) to enable work to proceed safely and or to otherwise prevent inadvertent damage to services that are to remain in-situ during the works to be performed.

Services subcontractors are to identify isolation points/shut-off valves for the purpose of emergency shut down or isolation.

**23.2. Overhead utilities and power cables**

Where any work is to be undertaken in the vicinity of overhead power lines an assessment is to be carried out to obtain the relevant information to allow the works to be carried out in a safe manner and may include but not be limited to the following:

- Contact the utility network operator to determine the voltage of the service and attain any information in relation to the height of the overhead power lines and if applicable the horizontal safety clearance requirements;
- Where at all possible de-energise the overhead power line where there is a potential for the design envelope of plant to inadvertently encroach the "No Go Zone" provided for by the utility network operator or relevant codes and guidelines;
- Where it is not possible to de-energise the overhead power line, no work is to be undertaken within the No Go Zone without approval from the asset owner
- Review and ensure compliance with all relevant codes, guidelines and legislation including for the training of spotters and plant operators when working in the vicinity of overhead power lines.

**23.3. Underground utilities and power cables**

Where any Work is to be undertaken in the vicinity of underground utilities or services the Subcontractor must implement measures to identify and locate utilities or services including as required to:

- Perform a "Dial Before You Dig" (or equivalent) investigation to identify and locate any underground utilities or services before any Works including but not limited to excavations, trenching, drilling, cutting etc, commences;
- Obtain from Westbourne **WC WHS F 058 Permit to Excavate**;
- Contact the asset owner to determine the vertical and horizontal exclusion zones from the underground utilities or services;



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- Engage the services of a qualified service locator to identify any underground utilities or services using electronic cable and pipe locators;
- Undertake manual pot holing or non-destructive pot holing to identify any underground utilities/services. Pot holing should be carried out along the length of a proposed excavation to identify the path and depth of any underground utilities/service;
- Only “toothless” buckets are to be used on excavators working in the vicinity of any underground utilities or services; and
- Exclusion zones are to be maintained where mobile plant is operating in the vicinity of underground utilities or services.

**24.0. ISOLATION AND TERMINATION OF SERVICES****24.1. General Isolation Requirements**

Prior to isolating or terminating any permanent or temporary service or utility the Subcontractor must obtain Westbourne’s approval.

No isolation or termination (other than in an emergency) is to commence until the Subcontractor has obtained approval from Westbourne.

**24.2. Fire Protection Impairment**

Fire protection impairments occur when a fire prevention or protection alarm or supervisory system (e.g. sprinkler systems, fire detection systems, special/extinguishing systems or Security System) is shut off, impaired or decommissioned in whole or part including where an impairment:

- exceeds 8 hours duration or extends overnight, and/or;
- affects any primary fire water supply (city water mains and fire pumps); or
- affects more than 25% of the relevant premises.

A Fire Protection Impairment must be avoided if possible.

If the Subcontractor has no reasonable alternative but to cause a Fire Protection Impairment in order to undertake its Works, prior to causing a Fire Protection Impairment it must seek and obtain Westbourne’s consent.

**25.0. MANUAL HANDLING**

Subcontractors are to ensure that consideration is given to the employment of appropriate manual handling techniques and that wherever practicable it uses mechanical aids to assist with the moving of plant, materials or equipment as opposed to manual handling.



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Where the use of mechanical aids is not practicable those workers involved in Manual Handling tasks are to be inducted in manual handling techniques in accordance with the SafeWork NSW Code of Practice, Hazardous Manual Tasks.

**26.0. TRAFFIC / VEHICLE MANAGEMENT**

Subcontractors must (at their cost) ensure that any vehicular movement, including deliveries, floating of plant or plant operations in respect of their scope of works or otherwise within their control that impacts or occurs on a public road or a public area are subject to appropriate control measures. Such measures may include:

- the provision of a traffic management plan developed by a suitably qualified person;
- ensuring all traffic management is carried out by Personnel that have the required training and qualifications in accordance with relevant legislative and regulatory requirements.
- The provision of a vehicle movement plan, at Westbourne's request, outlining how vehicles will access and egress the site
- Restrictions with respect to vehicle movement, parking, unloading, and rules to be obeyed in loading zones/bays

Westbourne may refuse to allow the loading or unloading of materials where there is a risk to health and safety or, under chain of responsibility laws, allow a vehicle back onto a public roadway where to do so may pose a risk to health and safety. In such case, Westbourne may report any concerns to the relevant regulatory authority.

**27.0. WORKERS COMPENSATION, INJURY MANAGEMENT & RETURN TO WORK**

Subcontractors must ensure that their Personnel and those of any of its subcontractors are at all times covered by Workers Compensation Insurance in accordance with statutory requirements.

Subcontractors must establish and implement an injury management plan to assist any sick or injured worker return to work as soon as is practicable.

Subcontractors must provide a list of alternate work duties prior to commencing on site. This list is to be filed on site. The list is to be used in the event of an injury to assist the injured in identifying alternate work duties with their employer both on and off site.

Subcontractors must ensure their Personnel are aware of the requirement to report any work-related illness or injury as soon as is possible.

The Subcontractor must advise its workers that a return to work program to be implemented in consultation with the worker and their treating medical practitioner will be implemented as soon as is possible.

The return to work program is to demonstrate a commitment to providing the relevant workers with suitable duties during their treatment or recovery and will require that the Subcontractor monitors (in consultation with the relevant worker) the effectiveness of the return to work program.

The Subcontractor is to ensure any injured worker in their employment is accompanied to the medical centre, in the case of a medical treatment injury, to assist the treating Doctor in identifying suitable alternate duties in the event they are unable to perform their pre-injury duties.



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**28.0. SITE SAFETY RULES**

Site specific WHS rules are provided by Westbourne to the Subcontractor and its Personnel at the Site specific induction and are included as an Attachment to the WHS Pan.

The Subcontractor must ensure its workers comply with any Site specific WHS rules.

**29.0. TASK SPECIFIC REQUIREMENTS****29.1. Demolition**

All demolition work (as defined by law) shall be carried out in accordance with Australian Standard AS 2601 and **WC WHS F 042 MS Demolition**. Where required by law the demolition works are to be carried out by appropriately licensed subcontractors.

A hazardous material management plan is to be provided prior to the commencement of any demolition work. The plan is to be provided by the property owner, the owner's agent or the PCBU on whose behalf the demolition work is done, which identifies all hazardous material that may affect the health of site workers and/or members of the public.

**29.2. Electrical**

A subcontractor engaged to install any electrical installation, including temporary electrical wiring or equipment, will be required to provide written confirmation (Certificate of Electrical Safety or similar document as required under local regulatory requirements) to Westbourne confirming that the wiring and equipment has been installed, inspected tested and commissioned in accordance with the local electrical safety requirements including but not limited to Australian Standard AS 3012 Electrical Installations-Construction and Demolition Sites and applicable **WC WHS F 39 MS Electrical**.

**WC WHS F 066 Compliance Certificate for Temporary Electrical Handover** (or similar) may be used and is to be provided to Westbourne whenever temporary electrical wiring or equipment is installed; including:

- Installation of temporary main switchboard;
- Installation of temporary distribution boards;
- Supplying power to any site office, lunch/change room, ablution blocks, containers or storage areas as directed;
- Installation of temporary lighting, including any emergency battery back-up lighting;
- Supplying power to any hoist (Personnel and/or Personnel & materials);
- Supplying power for a tower crane; and
- All electrical items detailed on Westbourne's temporary electrical specifications (if issued).

The Electrical Subcontractor must as soon as practicable provide Westbourne with:



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- a site layout showing the location of the temporary power boards and where they are fed from.
- details on which qualifications, licences etc, are required to carry out the electrical works. Where required Westbourne will obtain and record details of qualification, licences of the relevant individual electricians.
- photocopies of certificates of electrical safety and approvals etc

Westbourne may engage the services of a suitably qualified person/organisation to conduct an inspection or audit of any temporary or permanent electrical installation during the Project. The Electrical Subcontractor must cooperate with the inspection and rectify any matter identified as defective or non-compliant. This does not absolve the Subcontractor from conducting regular inspections of the temporary or permanent electrical installation in accordance with statutory requirements and the requirements detailed within this document or elsewhere in the WHS Plan.

**29.3. Formwork**

A subcontractor performing any concrete formwork ("Formwork Subcontractor") must prior to commencing the relevant work provide Westbourne with written details in accordance with relevant codes and guidelines including Australian Standard AS3610 (Formwork for Concrete) and **WC\_WHS\_F\_043 MS Formwork, Reinforcement**, Concrete Placement, including the following:

- Engineer's Certificate showing formwork setup (including table form, bondeck or conventional);
- Concrete pouring techniques (e.g. kibble or pump) and sequence;
- Sketched Plan showing plant and material storage locations including bins, stressing cable, transfer decks and the requirement for and location of additional bracing or propping;
- Back propping design showing stripping sequence and levels requiring full and or partial propping;
- Concrete strength at time of stripping for both conventional and post tensioned slabs;
- Bracing required for raking formwork (e.g. stairs);
- High level formwork (e.g. podiums);
- Formwork to beams; and

An Engineers Certificate must state that the formwork complies with the requirements of Australian Standard AS 3610.

If an Engineer's Certificate is subject to or requires any additional work, the engineer must re-inspect the formwork and sign off acknowledging that the additional works specified had been completed to his or her satisfaction.

An acceptable Engineer's Certificate must be provided to Westbourne not more than two working days prior to the relevant concrete pour commencing.

The Formwork Contractor must provide:



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- “edge protection” to any unprotected edges of formwork in accordance with legislative requirements; and
- safety guards; and sufficient signage specifying “formworkers only” or similar (progressively relocated as necessary), to prevent the entry of any unauthorised Personnel into “incomplete” formwork zones.
- Suitable controls for covering penetrations and protecting voids/openings

Any falsework or work platforms in shafts and risers are to be designed by a qualified engineer

**29.4. Asbestos**

Asbestos is to be managed in accordance with **WC\_WHS\_F\_044 MS Asbestos**

**29.5. Temporary works**

Temporary works is to be managed in accordance with **WC\_WHS\_F\_040 MS Temporary Works**

**29.6. Excavations**

The subcontractor is to ensure:

- All risks associated with adjacent building structures/materials/foundations have been identified, assessed and are controlled.
- Safe systems of work have been developed for all above ground and underground services considering: identification and location of services; management of works adjacent to services; and any necessary liaison with the asset owner.
- Where shoring systems or other documented methods are utilised, they are:
  - Designed by a qualified engineer; detailed on up-to-date drawings/plans;
  - Installed by competent workers
  - Verified by a qualified worker as correctly installed prior to use in accordance with the drawing/plan; and
  - The correct installation of the approved ground support system, in accordance with the drawings/plan, is to be verified by a competent worker (e.g. qualified engineer or worker who holds the required competency for the installation of the ground support system) prior to their use. Confirmation the ground support systems have been installed in accordance with the plans/drawings may include a signed handover certificate or sign-off on '**WC\_WHS\_F\_058 Permit to Excavate.**'
  - Authorised and signed off by a qualified engineer where changes to the design or installed system are made.



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- The excavation is regularly inspected by a competent worker to monitor the effectiveness of controls in accordance with the drawing/plan/permit.
- Excavations are safeguarded from workers falling into the excavation
- Safe access and egress to the excavation is maintained
- Emergency procedures are developed in respect of the excavation
- Mobile plant, stockpiles and materials are kept at safe distances from the edge of excavations

**29.7. Safe Access and Protection of Excavations and Trenches**

Temporary fencing may be used to prevent unauthorised workers from entering a trench or excavation. The methods to prevent workers falling into an excavation deeper than 1.5m, where the risk exists, is to be outlined in the relevant SWMS for HRCW.

A protective berm or timber stop is to be placed at the edge of an excavation or trench where there is a risk that an item of mobile plant may accidentally enter into that excavation.

In every trench deeper than 1.5m, ladders (or other suitable means of access) must be installed so as to provide safe access or egress.

Ladders used for access or egress in a trench or excavation are to extend from the bottom to at least 1 metre above the top and are to be secured to prevent movement.

**29.8. Permit to Excavate**

Before any excavation work commences 'WC\_WHS\_F\_058 Permit to Excavate' is to be completed by the Westbourne Supervisor for the works and is to be issued to the excavation contractor. The permit may be issued for a specific section of work or for a specific duration.

**29.9. Pre-cast**

The subcontractor is to ensure a Design Plan is prepared and certified by a qualified engineer and covers:

- design and construction of all panels including individual identifiers for each panel;
- lifting points and panel placement;
- erection requirements including bracing of the panels and details of any anchorage design; and regular inspection requirements for panels, lifting points, and bracing prior to, during and after installation.
- Safe systems of work have been developed taking into account the method of:
- protection of workers under and around the Tilt-Up/Precast panels;



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- prevention of workers falling from height;
- unloading and slinging panels; and craneage requirements for erecting panels into position.
- protection of bracing and panels from damage from mobile plant and other site activity
- panels are verified as installed in accordance with the Design Plan
- that emergency procedures are established specific to the scope of works
- Trucks or vehicles leaving the site with earth materials or loose debris shall be loaded in a manner that will prevent dropping of materials on streets or excessive dust. Trucks bringing earth materials to the site shall be similarly loaded.
- The Subcontractor shall ensure that the wheels, tracks and body surfaces of all vehicles and plant leaving the site are free of mud and that mud is not carried out on to adjacent paved streets or other areas.



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#### 30.0. ATTACHMENT 1 - PPE SCHEDULE



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## SCHEDULE OF PPE

Note: Whilst the following PPE requirements are to apply in the situations described, this in no way absolves the responsibility to apply the hierarchy of control to a particular hazard in order to reduce the likely exposure to a hazard to a level as low as is reasonably practicable

Protection	Mandatory Requirements	Situation when required	Who?
<b>Head</b> 	<p>Safety Helmet in accordance with AS/NZS 1800:1998 Occupational protective helmets</p> <p>Note:</p> <ul style="list-style-type: none"> <li>In situations where safety helmets to the above standard are not possible due to other safety risks, safety helmets must meet a standard agreed to with the relevant regulatory authority</li> <li>Chin straps may be required, based on a risk assessment, in situations where there is a risk of a Safety Helmet falling due to high winds.</li> </ul>	<ul style="list-style-type: none"> <li>A Safety Helmet is to be worn at all times whilst on site and associated areas around the site</li> <li>Westbourne's site management may waiver the requirement to wear a Safety Helmet under the following circumstances:               <ul style="list-style-type: none"> <li>Where a worker is painting a finished room or</li> <li>where, a documented risk assessment has been undertaken and consultation provided to workers on the agreed arrangement/s</li> </ul> </li> <li>Any dispensation permitted to not wear a Safety Helmet must be documented and communicated workers on the project.</li> </ul>	<p>WESTBOURNE</p> <p>Visitors</p> <p>PCBU/ Subcontractors</p>




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Protection	Mandatory Requirements	Situation when required	Who?
<b>Hand</b> 	<p>Gloves meeting the appropriate AS/NZS Standard in relation to:</p> <ul style="list-style-type: none"> <li>Protection against mechanical risks (AS/NZS 2161.3)</li> <li>Protection against thermal risks (AS/NZS 2161.4)</li> <li>protection against cold (AS/NZS 2161.5)</li> <li>protection against cuts and stabs (AS/NZS 2161.7.1)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>the wearing of fingerless gloves may be permitted where determined appropriate by risk assessment</li> </ul>	<ul style="list-style-type: none"> <li>Suitable hand protection is to be worn wherever there is a credible risk of hand/finger injury, e.g. from material handling, moving glass etc</li> <li>The wearing of gloves by a worker undertaking work where there is a credible risk of hand/finger injury is not necessary whilst that worker is undertaking work where there is no credible risk of injury. However, gloves are to be carried by the worker at all times so they are readily available for use.</li> </ul>	<b>WESTBOURNE</b>  Visitors  PCBU/ Subcontractors
<b>Foot</b>	Safety footwear complying with AS/NZ Standard 2210.1	<ul style="list-style-type: none"> <li>Safety footwear is to be worn at all times whilst on site and associated areas around the site</li> </ul>	<b>WESTBOURNE</b>  Visitors



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		<p>Note:</p> <ul style="list-style-type: none"> <li>Westbourne's site management may waive the requirement to wear Safety footwear where, a documented risk assessment has determined the risk to be negligible.</li> <li>Subject to Westbourne's site management approval, visitors may wear fully enclosed footwear in lieu of safety footwear meeting the above Australian/NZ Standard (but under no circumstances are open shoes or high heels to be worn).</li> </ul>	PCBU/ Subcontractors
<p>Hearing</p> 	Suitable hearing protection in accordance with AS/NZS1269	<ul style="list-style-type: none"> <li>Where workers are exposed to noise levels at or exceeding 85 dBa or 140 dBa Peak</li> </ul>	WESTBOURNE  Visitors  PCBU/ Subcontractors
Eye	Appropriate hazard specific eye protection in accordance with AS/NZS 1336 shall be worn by all workers where a risk of eye injury exists. This may include:	<ul style="list-style-type: none"> <li>The number of applications where eye protection must be worn is too extensive to list. Typical hazards might include: flying particles, dust, splashing substances, harmful gases, vapours, aerosols, and high intensity</li> </ul>	WESTBOURNE  Visitors



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   	<ul style="list-style-type: none"> <li>Goggles - fitting the contour of the face and held in position by an adjustable headband AS/NZS 1337</li> <li>Welding Helmet - A rigid eye protector which is worn by the operator to shield the eyes, face, forehead and front of the neck. AS/NZS 1338.1</li> <li>Face shield - A device which includes a transparent visor, supported in front of the face to shield the eyes.</li> <li>Safety Spectacles - with protective lenses mounted in spectacle-type frames, or integrally moulded into the frames with or without side shields, and held in position by the side arms. AS/NZS1337.6</li> <li>Tinted Safety Spectacles/Goggles - provided to workers who are generally required to work outdoors. AS/NZS 1338.2</li> <li>Select goggles or a mask with tempered lenses shaded 5 or darker to protect eyes from injury and provide good visibility of the work.</li> <li>Wear flame resistant clothing, protective gloves, sleeves, aprons and safety shoes to protect skin and clothing from sparks and slag.</li> </ul>	<p>radiation from welding operations, lasers and strong heat sources. The eye protection shall meet the required Australian Standard and provide adequate protection against the hazards and risk</p> <p>Note:</p> <ul style="list-style-type: none"> <li>A full-face shield is to be worn when operating an Angle Grinder, Demolition Saws or Welding</li> <li>Safety goggles with side shields are to be worn when cutting using oxyacetylene or gas</li> </ul>	PCBU/ Subcontractors




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<b>Skin (UV)</b> 	<p>Adequate protection against exposure to UV of unprotected parts of the body exposed to the sun's rays, including:</p> <ul style="list-style-type: none"> <li>Broad spectrum water resistant SPF30+ sunscreen meeting the requirements of AS/NZS 26014</li> <li>10cm wide brimmed hat with neck flap</li> <li>UV rated shirt when working outdoors</li> <li>Loose and closely woven clothing</li> </ul> <p>Note:</p> <p>Protective clothing shall be of a suitable material so as not to introduce any additional hazards. Suitability shall give regard to an adequate level of protection against UV radiation; heat radiation and flammability</p>	<ul style="list-style-type: none"> <li>Workers who are required to work outdoors and are exposed to the sun's rays</li> </ul>	<p>WESTBOURNE</p> <p>Visitors</p> <p>PCBU/ Subcontractors</p>
<b>Respiratory</b>	<p>Suitable respiratory protective device in accordance with AS/NZS 1716 which may include:</p>	<ul style="list-style-type: none"> <li>Oxygen masks - Where a deficiency of oxygen is present or is likely to become present</li> </ul>	<p>WESTBOURNE</p> <p>Visitors</p>





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	<ul style="list-style-type: none"> <li>Dust masks – used for protection against nuisance dusts such as sawdust, chalk, cement, sanding tasks</li> <li>Gas filters - filter fitted into a half face mask, full face mask or hood, suitable for removing low concentrates of certain gases and vapours</li> <li>Particulate Filters - These are used to remove finely divided solid or liquid particles from the inhaled air. Particulate filters have a prefix 'P' and a number indicating a class corresponding to filtration efficiency against a laboratory challenge aerosol of sodium chloride. P1, P2 and P3 filters roughly correspond to the former L, M and H cartridges.</li> <li>Combined gas and particulate filters Filter combinations are used where both hazard types may exist.</li> </ul>	<ul style="list-style-type: none"> <li>Gas Filters - Where gaseous or vapour contaminants are present or likely to become present</li> <li>Particulate Filters and Dust Masks - Where there is or likely to be airborne particulate contaminants above prescribed exposure levels</li> </ul>	PCBU/ Subcontractors
<b>Fall from Height</b> 	Suitable fall prevention or fall arrest system in accordance with <i>AS/NZS 1891</i>	<ul style="list-style-type: none"> <li>Where a worker is working in a situation where there is a risk of falling and the risk assessment determines the fall prevention or fall arrest as the most appropriate control giving regard to the hierarchy of control</li> <li>Whilst in a knuckle boom / boom Lift</li> </ul> <p>Note:</p>	WESTBOURNE  Visitors  PCBU/ Subcontractors



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		<ul style="list-style-type: none"> <li>Any decision to allow a worker to wear a fall prevention or fall arrest device must be authorised by the Site Manager or Project Manager or above following a risk assessment</li> </ul>	
<b>Visibility</b> 	<p><i>High visibility vest, shirt or jumper meeting the requirements of AS/NZS 4602</i></p> <p><i>Note:</i></p> <ul style="list-style-type: none"> <li><i>Certain clients, such as Rail Authorities, Roads and Traffic Authorities, may specify the type of clothing to be worn and will therefore override any requirements contained within this schedule</i></li> </ul>	<ul style="list-style-type: none"> <li><i>Daytime work inside or outside or</i></li> <li><i>Workers may be exempt from wearing High visibility clothing where a documented risk assessment has been undertaken and consultation provided to workers on the agreed arrangement/s</i></li> <li><i>Work outside at dawn, dusk or in poor visibility when exposed to traffic (&lt;20 meters including when working behind concrete barriers) and plant movements (including haul roads and quarries) and while operating vehicles and plant within such workplaces</i></li> </ul>	<p><b>WESTBOURNE</b></p> <p><i>Visitors</i></p> <p><i>PCBU/ Subcontractors</i></p>



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