

### Class 3 Government Contract with the Private Sector (Over \$5 M)

<b>1. Document Number</b>
D19/35284
<b>2. Name and Address of the contractor</b>
Name: Hibernian Contracting Pty Ltd Address: Shop 6, Union Place, 122 Terry Street, Rozelle NSW 2039
<b>3. Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract</b>
Not Applicable
<b>4. The date on which the contract became effective and the duration of the contract</b>
Effective Date: 02/04/2019   Duration: 6 Months
<b>5. Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract</b>
North Bondi Civil Infrastructure Asset Renewal Construction Services
<b>6. The estimated amount payable to the contractor under the contract</b>
AUD\$5,351,905.75 (including GST)
<b>7. A description of any provisions under which the amount payable to the contractor may be varied</b>
If the Principal accepts a submitted proposal, if any, then within 14 days after receiving the proposal, the Principal is to notify the Contractor in writing of the acceptance of the proposal as a variation.
<b>8. A description of any provisions with respect to the renegotiation of the contract</b>
Not Applicable
<b>9. In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed</b>
Request for Tender Evaluation criteria summary: <ul style="list-style-type: none"> <li>• Non-Price <ul style="list-style-type: none"> <li>○ Executive summary of proposal (including capacity and capability)</li> <li>○ Methodology</li> <li>○ Recent relevant experiences</li> <li>○ Proposed subcontractors and consultants</li> <li>○ Program/Staging</li> </ul> </li> <li>• Price</li> </ul>
<b>10. A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services</b>
Not Applicable

26 March 2019

Martin Breen

Director

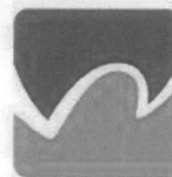
**Hibernian Contracting Pty Ltd**

ABN 36 163 989 384

Shop 6, Union Place

122 Terry Street

Rozelle NSW 2039



WAVERLEY  
COUNCIL

A19/0258  
Vault

**North Bondi Civil Infrastructure Asset Renewal Construction Services RFT 1911**

The Principal accepts your offer for the above Contract, for the Contract Price of **\$4,865,368.86 (excluding GST)** for the works.

Particulars of the accepted offer are set out below.

Specification of Request for Tender, North Bondi Civil Infrastructure Asset Renewal dated 01 February 2019, which comprise of the following and appended to this Letter of Award as Appendix 2:

**1. Milestones**

Engage Contractor	26/03/2019
Approvals Phase	26/03/2019
Documentation Package	26/03/2019
Construction Commences	29/04/2019
Construction Completion	29/10/2019

**2. Contract Execution**

The Principal and Contractor are each to sign the contract execution page of the Formal Instrument of Agreement (Appendix 1). Each party is to retain a signed hardcopy of the contract execution page of the contract.

Yours faithfully,

Peter Monks

*General Manager (Acting) – Waverley Council*





WAVERLEY COUNCIL

# **Appendix 1**

**Formal Instrument of Agreement**



WAVERLEY COUNCIL

North Bondi Civil Infrastructure Asset  
Renewal Contract  
Construction Services  
Contract Number 1911

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**Waverley Council**  
ABN 12 502 583 608

**Hibernian Contracting Pty Ltd**  
ABN 36 163 989 384

# Formal instrument of Agreement

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## KEY DETAILS

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1      **Date**                      See Execution on page 4

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2      **Parties**

**Principal**

Name                      Waverley Council  
ABN 12 502 583 608

**Contractor**

Name                      Hibernian Contracting Pty Ltd  
ABN 36 163 989 384

## BACKGROUND

- A      The *Principal* wishes to engage the *Contractor* to carry out *the Services* as described in the *Contract* and the *Contractor* has agreed to such engagement upon the terms and conditions of the *Contract*.

## TERMS

1.      In this Formal Instrument of Agreement:
  - (a)      **General Conditions of Contract** means the AS 4000-1997 General Conditions of contract for the provision of construction services attached to this Formal Instrument of Agreement; and
  - (b)      italicised terms which are defined in the General Conditions of Contract have the same meanings when used in this Formal Instrument of Agreement.
2.      The parties agree that the *Contract* comprises the following documents:
  - (a)      The Letter of Award
  - (b)      Appendix 1 – Formal Instrument of Agreement;
  - (c)      the General Conditions of Contract;

- (d) the Annexures to the General Conditions of Contract;
  - (e) Appendix 2 – the Specification;
  - (f) Appendix 3 – Fee Proposal;
  - (g) Appendix 4 – Departures, Clarifications and Assumptions;
  - (h) Appendix 5 – Program;
  - (i) Appendix 6 – List of Applicable Documents.
3. The parties agree that they must perform their respective obligations under the *Contract*.
4. Each party represents and warrants to the other party that:
- (a) it has full power to enter into and to comply with its obligations under the *Contract*;
  - (b) it has taken all necessary corporate action to authorise its entry into and to comply with its obligations under the *Contract*;
  - (c) it has in full force and effect the authorisations necessary to enter into the *Contract* and to comply with its obligations under it and to allow it to be enforced; and
  - (d) its obligations under the *Contract* constitute its binding obligations and are completely and lawfully enforceable against it in accordance with their terms subject to laws generally affecting creditors' rights and to principles of equity.
5. If the *Contract* is signed in counterparts, then each is deemed an original and together they constitute one document.

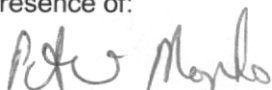
**EXECUTION**

**Executed** as a deed on

2 APRIL

2019

**Signed** under delegated authority for and on behalf of the **Waverley Council** in the presence of:



Signature

Signature of authorised officer

PETER MONKS

Name

Name of authorised officer

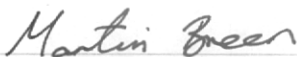
GENERAL MANAGER

Occupation

Position of authorised officer

Address

**Signed by Hibernian Contracting Pty Ltd by:**



Signature of director/company secretary

Signature of director

MARTIN BREEN

Print name

Print name

AS 4000—1997

(Incorporating Amendment Nos. 1, 2 & 3)

Australian Standard™

General conditions of contract

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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 25 July 1997 and published on 5 August 1997.

The following interests are represented on the Committee OB/3:

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

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- Previous edition AS 2124—1992.
- Revised and designated AS 4000—1997.
- Reissued incorporating Amendment No. 1 (August 1999),
- Amendment No. 2 (October 2000), and Amendment No. 3 (March 2005).

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# AS 4000 — 1997



General conditions of contract

Incorporating:  
Amdt 1—1999  
Amdt 2—2000  
Amdt 3—2005



## Preface

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

*This Standard incorporates Amendment 1 (August 1999), Amendment 2 (October 2000), and Amendment 3 (March 2005). The changes required by the Amendments are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.*

This Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

Subclauses 8.6 and 29.2 (prefixed by an asterisk) are optional, and may be omitted in the Contract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of the document by striking out these subclauses or indicating clearly in clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 on page 5 for the effect of stating deletions in Annexure Part B.

### Warning

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

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

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

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

## Contents

Clause	Title	Page
1	Interpretation and construction of Contract	1
2	Nature of Contract	5
3	Provisional sums	6
4	Separable portions	7
5	Security	7
6	Evidence of Contract	8
7	Service of notices	9
8	Contract documents	9
9	Assignment and subcontracting	10
10	Intellectual property rights	11
11	Legislative requirements	12
12	Protection of people and property	12
13	Urgent protection	13
14	Care of the work and reinstatement of damage	13
15	Damage to persons and property other than WUC	14
16	Insurance of the Works	15
17	Public liability insurance	16
18	Insurance of employees	17
19	Inspection and provisions of insurance policies	17
20	Superintendent	18
21	Superintendent's Representative	19
22	Contractor's representative	19
23	Contractor's employees and subcontractors	19
24	Site	20
25	Latent conditions	21
26	Setting out the Works	21
27	Cleaning up	22

Clause	Title	Page
28	Materials, labour and construction plant	23
29	Quality	23
30	Examination and testing	24
31	Working hours	25
32	Programming	25
33	Suspension	26
34	Time and progress	27
35	Defects liability	29
36	Variations	29
37	Payment	30
38	Payment of workers and subcontractors	32
39	Default or insolvency	33
40	Termination by frustration	37
41	Notification of claims	37
42	Dispute resolution	38
43	Waiver of conditions	39
	Annexure Part A	41
	Annexure Part B	50
	Annexure Part C	51
	Index	53

## 1 Interpretation and construction of Contract

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

- Item** means an *Item* in Annexure Part A;
- bill of quantities** means a document named therein as a bill of quantities issued to tenderers by or on behalf of the *Principal*, stating estimated quantities of *work* to be carried out;
- certificate of practical completion** has the meaning in subclause 34.6;
- compensable cause** means:
- a) any act, default or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); or
  - b) those listed in *Item* 26;
- construction program** has the meaning in clause 32;
- construction plant** means appliances and things used in the carrying out of *WUC* but not forming part of *the Works*;
- Contract** has the meaning in clause 6;
- contract sum** means:
- a) where the *Principal* accepted a lump sum, the lump sum;
  - b) where the *Principal* accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the priced *bill of quantities* or *schedule of rates*; or
  - c) where the *Principal* accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),
- including *provisional sums* but excluding any additions or deductions which may be required to be made under the *Contract*;
- Contractor** means the person bound to carry out and complete *WUC*;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of the tender;
- date for practical completion** means:
- a) where *Item* 7(a) provides a date for *practical completion*, the date;
  - b) where *Item* 7(b) provides a period of time for *practical completion*, the last day of the period,
- but if any *EOT* for *practical completion* is directed by the *Superintendent* or allowed in any arbitration or litigation, it means the date resulting therefrom;

<i>date of practical completion</i>	means:
	a) the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or
	b) where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;
<i>deed of guarantee, undertaking and substitution</i>	has the meaning in subclause 5.6;
<i>defects</i>	has the meaning in clause 35 and includes omissions;
<i>defects liability period</i>	has the meaning in clause 35;
<i>dispute</i>	has the meaning in clause 42;
<i>direction</i>	includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
<i>EOT (from 'extension of time')</i>	has the meaning in subclause 34.3;
<i>excepted risk</i>	has the meaning in subclause 14.3;
<i>final certificate</i>	has the meaning in subclause 37.4;
<i>final payment</i>	has the meaning in clause 37;
<i>final payment claim</i>	means the final payment claim referred to in subclause 37.4;
<i>Intellectual property right</i>	means any patent, registered design, trademark or name, copyright or other protected right;
<i>latent condition</i>	has the meaning in subclause 25.1;
<i>legislative requirement</i>	includes:
	a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where <i>WUC</i> or the particular part thereof is being carried out;
	b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of <i>WUC</i> ; and
	c) fees and charges payable in connection with the foregoing;
<i>practical completion</i>	is that stage in the carrying out and completion of <i>WUC</i> when:
	a) <i>the Works</i> are complete except for minor defects:
	i) which do not prevent <i>the Works</i> from being reasonably capable of being used for their stated purpose;
	ii) which the <i>Superintendent</i> determines the <i>Contractor</i> has reasonable grounds for not promptly rectifying; and
	iii) the rectification of which will not prejudice the convenient use of <i>the Works</i> ;
	b) those <i>tests</i> which are required by the <i>Contract</i> to be carried out and

- passed before *the Works* reach *practical completion* have been carried out and passed; and
- c) documents and other information required under the *Contract* which, in the *Superintendent's* opinion, are essential for the use, operation and maintenance of *the Works* have been supplied;
- prescribed notice** has the meaning in subclause 41.1;
- Principal** means the Principal stated in *Item 1*;
- progress certificate** has the meaning in subclause 37.2;
- provisional sum** has the meaning in clause 3 and includes monetary sum, contingency sum and prime cost item;
- public liability policy** has the meaning in clause 17;
- qualifying cause of delay** means:
- a) any act, default or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); or
  - b) other than:
    - i) a breach or omission by the *Contractor*;
    - ii) industrial conditions or inclement weather occurring after the *date for practical completion*; and
    - iii) stated in *Item 23*;
- schedule of rates** means any schedule included in the *Contract* which, in respect of any section or item of *work* to be carried out, shows the rate or respective rates of payment for the execution of that *work* and which may also include lump sums, *provisional sums*, other sums, quantities and prices;
- security** means:
- a) cash;
  - b) retention moneys;
  - c) bonds or inscribed stock or their equivalent issued by a national, state or territory government;
  - d) interest bearing deposit in a bank carrying on business at the place stated in *Item 9(c)*;
  - e) an approved unconditional undertaking (the form in Annexure Part C is approved) or an approved performance undertaking given by an approved financial institution or insurance company; or
  - f) other form approved by the party having the benefit of the security;
- selected subcontract work** has the meaning in subclause 9.3;
- selected subcontractor** has the meaning in subclause 9.3;
- separable portion** means a portion of *the Works* identified as such in the *Contract* or by the *Superintendent* pursuant to clause 4;

- site* means the lands and other places to be made available and any other lands and places made available to the *Contractor* by the *Principal* for the purpose of the *Contract*;
- Superintendent* means the person stated in *Item 5* as the *Superintendent* or other person from time to time appointed in writing by the *Principal* to be the *Superintendent* and notified as such in writing to the *Contractor* by the *Principal* and, so far as concerns the functions exercisable by a *Superintendent's Representative*, includes a *Superintendent's Representative*;
- Superintendent's Representative* means an individual appointed in writing by the *Superintendent* under clause 21;
- survey mark* in clause 26 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring *WUC*;
- temporary works* means *work* used in carrying out and completing *WUC*, but not forming part of the *Works*;
- test* has the meaning in subclause 30.1 and includes examine and measure;
- the Works* means the whole of the *work* to be carried out and completed in accordance with the *Contract*, including *variations* provided for by the *Contract*, which by the *Contract* is to be handed over to the *Principal*;
- variation* has the meaning in clause 36;
- work* includes the provision of materials;
- WUC (from 'work under the Contract')* means the *work* which the *Contractor* is or may be required to carry out and complete under the *Contract* and includes *variations*, remedial *work*, *construction plant* and *temporary works*, and like words have a corresponding meaning.

In the *Contract*:

- a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporate;
- b) time for doing any act or thing under the *Contract* shall, if it ends on a Saturday, Sunday or Statutory or Public Holiday, be deemed to end on the day next following which is not a Saturday, Sunday or Statutory or Public Holiday;
- c) clause headings and subclause headings in these General Conditions of *Contract* shall not form part of these General Conditions and shall not be used in the interpretation of the *Contract*;
- d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
- e) communications between the *Principal*, the *Superintendent* and the *Contractor* shall be in the English language;
- f) measurements of physical quantities shall be in legal units of measurement of the jurisdiction in *Item 8*;

- g) unless otherwise provided, prices are in the currency in *Item 9(a)* and payments shall be made in that currency at the place in *Item 9(b)*;
- h) the law governing the *Contract*, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in *Item 8*; and
- i) if pursuant to Annexure Part B to these General Conditions of Contract, clauses or their parts in these General Conditions are deleted, the *Contract* shall be read and construed as though the clause or its part has been deleted, whether or not that particular clause or its part has been struck from these General Conditions.

## 2 Nature of Contract

### 2.1 Performance and payment

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

The *Principal* shall pay the *Contractor*:

- a) for *work* for which the *Principal* accepted a lump sum, the lump sum; and
- b) for *work* for which the *Principal* accepted rates, the sum of the products ascertained by multiplying the measured quantity of each section or item of *work* actually carried out under the *Contract* by the rate accepted by the *Principal* for the section or item,

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

### 2.2 Bill of quantities

The Alternative in *Item 10(a)* applies.

#### *Alternative 1*

A *bill of quantities* forms part of the *Contract* and shall be priced in accordance with subclause 2.3.

#### *Alternative 2*

A *bill of quantities* does not form part of the *Contract* and shall not be priced in accordance with subclause 2.3 unless so stated in *Item 10(b)*.

### 2.3 Priced bill of quantities

Where a *bill of quantities* is to be priced:

- a) all items included in the *bill of quantities* shall be priced and extended by the *Contractor* and the prices as extended shall on addition equal the sum accepted by the *Principal* for carrying out the whole of the *work* to which the *bill of quantities* relates;
- b) the *Contractor* shall lodge the *bill of quantities* so priced and extended with the *Superintendent* before the expiration of the time for lodgement stated in *Item 10(c)* or such further time as may be directed by the *Superintendent* from time to time;



- c) notwithstanding any other provision of the *Contract*, the *Contractor* shall not be entitled to payment until the *Contractor* has lodged the *bill of quantities* so priced and extended.

If the aggregate amount in a priced *bill of quantities* does not equal the sum accepted for the *work*, the subject of the *bill of quantities*, the *Superintendent* shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

## 2.4 Quantities

Quantities in a *bill of quantities* or *schedule of rates* are estimated quantities only.

The *Superintendent* is not required to give a *direction* by reason of the actual quantity of an item required to perform the *Contract* being greater or less than the quantity shown in a *bill of quantities* which forms part of the *Contract* or *schedule of rates*.

## 2.5 Adjustment for actual quantities

Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in a *bill of quantities* which forms part of the *Contract* or *schedule of rates*:

- a) the *Principal* accepted a lump sum for the item, the difference shall be a deemed *variation*;
- b) the *Principal* accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *schedule of rates* are stated in *Item 11*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.

If such a *bill of quantities* or *schedule of rates* omits an item which should have been included, the item shall be a deemed *variation*.

Notwithstanding the preceding provisions of this subclause in respect of a *bill of quantities*, a *variation* shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

## 3 Provisional sums

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

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

- a) any damages payable by the *Contractor* to the subcontractor or vice versa; and
- b) any deduction of cash discount for prompt payment,

plus an amount for profit and attendance calculated by using the percentage thereon stated in *Item 12* or elsewhere in the *Contract*, or, if not so stated, as assessed by the *Superintendent*.

## 4 Separable portions

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

- a) portion of *the Works*;
- b) *date for practical completion*; and
- c) respective amounts for *security*, bonus, liquidated damages and delay damages (all calculated pro-rata according to the ratio of the *Superintendent's* valuation of the *separable portion* to the *contract sum*).

## 5 Security

### 5.1 Provision

*Security* shall be provided in accordance with *Item 13* or *14*. All delivered *security*, other than cash or retention moneys, shall be transferred in escrow.

### 5.2 Recourse

*Security* shall be subject to recourse by a party who remains unpaid after the time for payment where at least 5 days have elapsed since that party notified the other party of intention to have recourse.

### 5.3 Change of security

At any time a party providing retention moneys or cash *security* may substitute another form of *security*. To the extent that another form of *security* is provided, the other party shall not deduct, and shall promptly release and return, retention moneys and cash *security*.

### 5.4 Reduction and release

Upon the issue of the *certificate of practical completion* a party's entitlement to *security* (other than in *Item 13(e)*) shall be reduced by the percentage or amount in *Item 13(f)* or *14(d)* as applicable, and the reduction shall be released and returned within 14 days to the other party.

The *Principal's* entitlement to *security* in *Item 13(e)* shall cease 14 days after incorporation into *the Works* of the plant and materials for which that *security* was provided.

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

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

#### 5.5 Trusts and interest

Except where held by a government department or agency or a municipal, public or statutory authority, any portion of *security* (and interest earned thereon) which is cash or retention moneys, shall be held in trust for the party providing them until the *Principal* or the *Contractor* is entitled to receive them.

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

#### 5.6 Deed of guarantee, undertaking and substitution

Where:

- a) a party is a related or subsidiary corporation (as defined in the applicable corporations law of the jurisdiction); and
- b) a form of *deed of guarantee, undertaking and substitution* was included in the tender documents,

that party shall, within 14 days after receiving a written request from the other party, provide such *deed of guarantee, undertaking and substitution* duly executed and enforceable.

### 6 Evidence of Contract

Until a formal instrument of agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the *Contract*. If such *Contract* requires a formal instrument of agreement, the *Principal* shall, within 28 days of the *date of acceptance of tender*, send it in duplicate for execution by the *Contractor*. Within 14 days after receiving them, the *Contractor* shall (if they are correct) properly execute both copies and return them.

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

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

## 7 Service of notices

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

- a) if addressed or delivered to the relevant address in the *Contract* or last communicated in writing to the person giving the notice; and
- b) on the earliest date of:
  - i) actual receipt;
  - ii) confirmation of correct transmission of fax; or
  - iii) 3 days after posting.

## 8 Contract documents

### 8.1 Discrepancies

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

If compliance with any such *direction* under this subclause causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum*.

### 8.2 Principal-supplied documents

The *Principal* shall supply to the *Contractor* the documents and number of copies thereof, both stated in *Item 15*.

They shall:

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

### 8.3 Contractor-supplied documents

The *Contractor* shall supply to the *Superintendent* the documents and number of copies thereof, both stated elsewhere in the *Contract*.

If the *Contractor* submits documents to the *Superintendent*, then except where the *Contract* otherwise provides:

- a) the *Superintendent* shall not be required to check such documents for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the *Contract*;
- b) notwithstanding clause 20, any *Superintendent's* acknowledgment or approval shall not prejudice the *Contractor's* obligations; and

- c) if the *Contract* requires the *Contractor* to obtain the *Superintendent's direction* about such documents, the *Superintendent* shall give, within the time stated in *Item 16*, the appropriate *direction*, including reasons if the documents are not suitable.

Copies of documents supplied by the *Contractor* shall be the *Principal's* property but shall not be used or copied otherwise than for the use, repair, maintenance or alteration of *the Works*.

#### 8.4 Availability

The *Contractor* shall keep available to the *Superintendent* and the *Principal*:

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

#### 8.5 Confidential information

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

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after *final certificate* or earlier termination of the *Contract*. If so required by the *Contractor*, the *Principal* shall ensure that the *Superintendent* also enters into such an agreement.

#### \*8.6 Media

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

### 9 Assignment and subcontracting

#### 9.1 Assignment

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

#### 9.2 Subcontracting generally

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

- a) subcontract or allow a subcontractor to subcontract any *work* described in *Item 17*; or
- b) allow a subcontractor to assign a subcontract or any payment or any other right, benefit or interest thereunder.

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

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

Approval may be conditional upon the subcontract including:

- a) provision that the subcontractor shall not assign nor subcontract without the *Contractor's* written consent; and
- b) provisions which may be reasonably necessary to enable the *Contractor* to fulfil the *Contractor's* obligations to the *Principal*.

### 9.3 Selected subcontract work

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

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

### 9.4 Novation

When directed by the *Principal*, the *Contractor*, without being entitled to compensation, shall promptly execute a deed of novation in the form included in the invitation to tender, such deed being between the *Principal*, the *Contractor* and the subcontractor or *selected subcontractor* stated in *Item 18* for the particular part of *WUC*.

### 9.5 Contractor's responsibility

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

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

## 10 Intellectual property rights

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

The *Contractor* warrants that any other design, materials, documents and methods of working, each provided by the *Contractor*, shall not infringe any *intellectual property right*.

Each party shall indemnify the other against such respective infringements.

## 11 Legislative requirements

### 11.1 Compliance

The *Contractor* shall satisfy all *legislative requirements* except those in *Item 19(a)* or directed by the *Superintendent* to be satisfied by or on behalf of the *Principal*.

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

### 11.2 Changes

If a *legislative requirement*:

- a) necessitates a change:
  - i) to the *Works*;
  - ii) to so much of *WUC* as is identified in *Item 19(b)*;
  - iii) being the provision of services by a municipal, public or other statutory authority in connection with *WUC*; or
  - iv) in a fee or charge or payment of a new fee or charge;
- b) comes into effect after the 14th day before the closing of tenders but could not reasonably then have been anticipated by a competent *Contractor*; and
- c) causes the *Contractor* to incur more or less cost than otherwise would have been incurred,

the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum*.

## 12 Protection of people and property

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

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

If the *Contractor* damages property, the *Contractor* shall promptly rectify the damage and pay any compensation which the law requires the *Contractor* to pay.

If the *Contractor* fails to comply with an obligation under this clause, the *Principal*, after the *Superintendent* has given reasonable written notice to the *Contractor* and in addition to the *Principal's* other rights and remedies, may have the obligation performed by others. The cost thereby incurred shall be certified by the *Superintendent* as moneys due from the *Contractor* to the *Principal*.

### 13 Urgent protection

If urgent action is necessary to protect *WUC*, other property or people and the *Contractor* fails to take the action, in addition to any other remedies of the *Principal*, the *Superintendent* may take the necessary action. If the action was action which the *Contractor* should have taken at the *Contractor's* cost, the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*.

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

### 14 Care of the work and reinstatement of damage

#### 14.1 Care of WUC

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

- a) the whole of *WUC* from and including the date of commencement of *WUC* to 4:00 pm on the *date of practical completion*, at which time responsibility for the care of *the Works* (except to the extent provided in paragraph (b)) shall pass to the *Principal*; and
- b) outstanding *work* and items to be removed from the *site* by the *Contractor* after 4:00 pm on the *date of practical completion* until completion of outstanding *work* or compliance with clauses 29, 30 and 35.

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

#### 14.2 Reinstatement

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

In the event of loss or damage being caused by any of the *excepted risks* (whether or not in combination with other risks), the *Contractor* shall to the extent directed by the *Superintendent*, rectify the loss or damage and such rectification shall be a deemed *variation*. If loss or damage is caused by a combination of *excepted risks* and other risks, the *Superintendent* in pricing the *variation* shall assess the proportional responsibility of the parties.



### 14.3 Excepted risks

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

- a) any negligent act or omission of the *Superintendent*, the *Principal* or its consultants, agents, employees or other contractors (not being employed by the *Contractor*);
- b) any risk specifically excepted elsewhere in the *Contract*;
- c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
- d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the *Contractor* or its subcontractors or either's employees or agents;
- e) use or occupation of any part of *WUC* by the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); and
- f) defects in the design of *WUC*, other than design provided by the *Contractor*.

## 15 Damage to persons and property other than WUC

### 15.1 Indemnity by Contractor

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

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

- a) loss of or damage to the *Principal's* property; and
- b) claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of *WUC*, but the indemnity shall be reduced proportionally to the extent that the act or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*) may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- a) the extent that the *Contractor's* liability is limited by another provision of the *Contract*;
- b) exclude any other right of the *Principal* to be indemnified by the *Contractor*;
- c) things for the care of which the *Contractor* is responsible under subclause 14.1;
- d) damage which is the unavoidable result of the construction of *the Works* in accordance with the *Contract*; and

- e) claims in respect of the *Principal's* right to have *WUC* carried out.

## 15.2 Indemnity by Principal

The *Principal* shall indemnify the *Contractor* in respect of damage referred to in paragraph (d) of subclause 15.1 and claims referred to in paragraph (e) of subclause 15.1.

## 16 Insurance of the Works

The Alternative in *Item 20(a)* applies.

### *Alternative 1: Contractor to insure*

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

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

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

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

- a) *contract sum*;
- b) provision in *Item 20(b)* to provide for costs of demolition and removal of debris;
- c) provision in *Item 20(c)* for consultants' fees;
- d) value in *Item 20(d)* of any materials or things to be supplied by the *Principal* for the purposes of *WUC*; and
- e) additional amount or percentage in *Item 20(e)* of the total of the items referred to in sub-paragraphs (a) to (d) of this paragraph.

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

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

**Alternative 2: Principal to insure**

Before the *date of acceptance of tender*, the *Principal* shall insure *WUC* in the terms of the policy included in the tender documents and nominating or stating the insurer. The *Principal* shall maintain such insurance while ever the *Contractor* has an interest in *WUC*.

## 17 Public liability insurance

The Alternative in *Item 21(a)* applies.

**Alternative 1: Contractor to insure**

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

The policy shall:

- a) be in the joint names of the parties;
- b) cover the:
  - i) respective rights and interests; and
  - ii) liabilities to third parties,

of the parties, the *Superintendent* and subcontractors from time to time, whenever engaged in *WUC*;
- c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- d) be endorsed to cover the use of any *construction plant* not covered under a comprehensive or third party motor vehicle insurance policy;
- e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in *Item 21(b)*; and
- f) be with an insurer and otherwise in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

**Alternative 2: Principal to insure**

Before the *date of acceptance of tender*, the *Principal* shall effect in relation to *WUC*, a *public liability policy* in the terms of the policy included in the tender documents and nominating or stating the insurer. The *Principal* shall maintain such insurance while ever the *Contractor* has an interest in *WUC*.

## 18 Insurance of employees

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

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

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

## 19 Inspection and provisions of insurance policies

### 19.1 Proof of insurance

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

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

### 19.2 Failure to produce proof of insurance

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

### 19.3 Notices from or to insurer

The party insuring under clause 16 or 17 shall ensure that each insurance policy contains provisions acceptable to the other party which:

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

#### 19.4 Notices of potential claims

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

#### 19.5 Settlement of claims

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

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

#### 19.6 Cross liability

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

### 20 Superintendent

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

Except where the *Contract* otherwise provides, the *Superintendent* may give a *direction* orally but shall as soon as practicable confirm it in writing. If the *Contractor* in writing requests the *Superintendent* to confirm an oral *direction*, the *Contractor* shall not be bound to comply with the *direction* until the *Superintendent* does so.

## 21 Superintendent's Representative

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

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

## 22 Contractor's representative

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

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

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

## 23 Contractor's employees and subcontractors

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

## 24 Site

### 24.1 Possession

Provided the *Contractor* has complied with subclause 19.1, the *Principal* shall before the expiry of the time in *Item 22*, give the *Contractor* possession of sufficient of the *site* for commencement of *WUC* on *site*. If the *Principal* has not given the *Contractor* possession of the whole *site*, the *Principal* shall give the *Contractor* possession of such further portions of the *site* as may, from time to time, be necessary for carrying out *WUC*. Subject to subclause 39.7, delay by the *Principal* in giving possession shall not be a breach of the *Contract*.

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

### 24.2 Access for Principal and others

The *Principal* and the *Principal's* employees, consultants and agents may at any time after reasonable written notice to the *Contractor*, have access to any part of the *site* for any purpose. The *Contractor* shall permit persons engaged by the *Principal* to carry out work on the *site* other than *WUC* and shall cooperate with them. The *Principal* shall give to the *Contractor* the names and roles of the persons so engaged.

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

The *Principal* shall ensure that none of the persons referred to in this subclause impedes the *Contractor*.

### 24.3 Minerals, fossils and relics

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

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

All costs so incurred by the *Contractor* shall be assessed by the *Superintendent* and added to the *contract sum*.

## 25 Latent conditions

### 25.1 Scope

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

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

### 25.2 Notification

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

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

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

### 25.3 Deemed variation

The effect of the *latent condition* shall be a deemed *variation*, priced having no regard to additional cost incurred more than 28 days before the date on which the *Contractor* gave the notice required by the first paragraph of subclause 25.2 but so as to include the *Contractor's* other costs for each compliance with subclause 25.2.

## 26 Setting out the Works

### 26.1 Setting out

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



## 26.2 Errors in setting out

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

If the error was caused by incorrect data, *survey marks* or information given by the *Superintendent*, the cost incurred by the *Contractor* in rectifying the error shall be assessed by the *Superintendent* and added to the *contract sum*.

## 26.3 Care of survey marks

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

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

If the disturbance was caused by the *Superintendent* or a person referred to in subclause 24.2 other than the *Contractor*, the cost incurred by the *Contractor* in reinstating the *survey mark* shall be assessed by the *Superintendent* and added to the *contract sum*.

# 27 Cleaning up

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

Within 14 days after the *date of practical completion*, the *Contractor* shall remove *temporary works* and *construction plant*. The *Superintendent* may extend the time to enable the *Contractor* to perform remaining obligations.

If the *Contractor* fails to comply with the preceding obligations in this clause, the *Superintendent* may direct the *Contractor* to rectify the non-compliance and the time for rectification.

If:

- a) the *Contractor* fails to comply with such a *direction*; and
- b) that failure has not been made good within 5 days after the *Contractor* receives written notice from the *Superintendent* that the *Principal* intends to have the subject *work* carried out by others,

the *Principal* may have that *work* so carried out and the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*. The rights given by this paragraph are additional to any other rights and remedies.

## 28 Materials, labour and construction plant

Except where the *Contract* otherwise provides, the *Contractor* shall supply everything necessary for the proper performance of the *Contractor's* obligations and discharge of the *Contractor's* liabilities.

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

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

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

## 29 Quality

### 29.1 Quality of material and work

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

### \*29.2 Quality assurance

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

- a) plan, establish and maintain a conforming quality system; and
- b) ensure that the *Superintendent* has access to the quality system of the *Contractor* and subcontractors so as to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the *Contract* and to document such compliance. Such system shall not discharge the *Contractor's* other obligations under the *Contract*.

### 29.3 Defective work

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

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

If:

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

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

### 29.4 Acceptance of defective work

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

### 29.5 Timing

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

## 30 Examination and testing

### 30.1 Tests

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

### 30.2 Covering up

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

### 30.3 Who conducts

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

### 30.4 Notice

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

### 30.5 Delay

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

### 30.6 Completion and results

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

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

### 30.7 Costs

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

## 31 Working hours

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

## 32 Programming

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

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

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

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

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

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

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

### 33 Suspension

#### 33.1 Superintendent's suspension

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

- a) because of an act, default or omission of:
  - i) the *Superintendent*, the *Principal* or its employees, consultants, agents or other contractors (not being employed by the *Contractor*); or
  - ii) the *Contractor*, a subcontractor or either's employees or agents;
- b) for the protection or safety of any person or property; or
- c) to comply with a court order.

#### 33.2 Contractor's suspension

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

#### 33.3 Recommencement

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

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

### 33.4 Cost

The *Contractor* shall bear the cost of suspension pursuant to paragraph (a)(ii) of subclause 33.1 and subclause 33.2. If the *Contractor* made the protection, safety or court order necessary, the *Contractor* shall bear the cost of suspension pursuant to paragraph (b) or (c) of subclause 33.1. If the *Contractor* otherwise incurs more or less cost than otherwise would have been incurred, the difference shall be assessed by the *Superintendent* and added to or deducted from the *contract sum*.

## 34 Time and progress

### 34.1 Progress

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

### 34.2 Notice of delay

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

### 34.3 Claim

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

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

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

### 34.4 Assessment

When both non-qualifying and *qualifying causes of delay* overlap, the *Superintendent* shall apportion the resulting delay to *WUC* according to the respective causes' contribution.

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

- a) *WUC* can nevertheless reach *practical completion* without an *EOT*; or
- b) the *Contractor* can accelerate,

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

### 34.5 Extension of time

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

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

### 34.6 Practical completion

The *Contractor* shall give the *Superintendent* at least 14 days written notice of the date upon which the *Contractor* anticipates that *practical completion* will be reached.

When the *Contractor* is of the opinion that *practical completion* has been reached, the *Contractor* shall in writing request the *Superintendent* to issue a *certificate of practical completion*. Within 14 days after receiving the request, the *Superintendent* shall give the *Contractor* and the *Principal* either a *certificate of practical completion* evidencing the *date of practical completion* or written reasons for not doing so.

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

### 34.7 Liquidated damages

If *WUC* does not reach *practical completion* by the *date for practical completion*, the *Superintendent* shall certify, as due and payable to the *Principal*, liquidated damages in *Item 24* for every day after the *date for practical completion* to and including the earliest of the *date of practical completion* or termination of the *Contract* or the *Principal* taking *WUC* out of the hands of the *Contractor*.

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

### 34.8 Bonus for early practical completion

If the *date of practical completion* is earlier than the *date for practical completion* the *Superintendent* shall certify as due and payable to the *Contractor* the bonus in *Item 25(a)* for every day after the *date of practical completion* to and including the *date for practical completion*.

The *Contractor* hereby waives that part of a bonus exceeding the *Item 25(b)* amount.

### 34.9 Delay damages

For every day the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay damages pursuant to subclause 41.1, damages certified by the *Superintendent* under subclause 41.3 shall be due and payable to the *Contractor*.

## 35 Defects liability

The *defects liability period* stated in *Item 27* shall commence on the *date of practical completion* at 4:00 pm.

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

As soon as possible after the *date of practical completion*, the *Contractor* shall rectify all *defects* existing at the *date of practical completion*.

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

- a) shall identify the *defect* and the date for completion of its rectification; and
- b) may state a date for commencement of the rectification and whether there shall be a separate *defects liability period* therefor (not exceeding that in *Item 27*, commencing at 4:00 pm on the date the rectification is completed and governed by this clause).

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

## 36 Variations

### 36.1 Directing variations

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

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

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



### 36.2 Proposed variations

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

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

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

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

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

### 36.3 Variations for convenience of contractor

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

### 36.4 Pricing

The *Superintendent* shall, as soon as possible, price each variation using the following order of precedence:

- a) prior agreement;
- b) applicable rates or prices in the *Contract*;
- c) rates or prices in a priced *bill of quantities*, *schedule of rates* or *schedule of prices*, even though not *Contract* documents, to the extent that it is reasonable to use them; and
- d) reasonable rates or prices, which shall include a reasonable amount for profit and overheads,

and any deductions shall include a reasonable amount for profit but not overheads.

That price shall be added to or deducted from the *contract sum*.

## 37 Payment

### 37.1 Progress claims

The *Contractor* shall claim payment progressively in accordance with *Item 28*.

An early progress claim shall be deemed to have been made on the date for making that claim.

Each progress claim shall be given in writing to the *Superintendent* and shall include details of the value of *WUC* done and may include details of other moneys then due to the *Contractor* pursuant to provisions of the *Contract*.

### 37.2 Certificates

The *Superintendent* shall, within 14 days after receiving such a progress claim, issue to the *Principal* and the *Contractor*:

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

If the *Contractor* does not make a progress claim in accordance with *Item* 28, the *Superintendent* may issue the *progress certificate* with details of the calculations and shall issue the certificate in paragraph (b).

If the *Superintendent* does not issue the *progress certificate* within 14 days of receiving a progress claim in accordance with subclause 37.1, that progress claim shall be deemed to be the relevant *progress certificate*.

The *Principal* shall within 7 days after receiving both such certificates, or within 21 days after the *Superintendent* receives the progress claim, pay to the *Contractor* the balance of the *progress certificate* after deducting retention moneys and setting off such of the certificate in paragraph (b) as the *Principal* elects to set off. If that setting off produces a negative balance, the *Contractor* shall pay that balance to the *Principal* within 7 days of receiving written notice thereof.

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

### 37.3 Unfixed plant and materials

The *Principal* shall not be liable to pay for unfixed plant and materials unless they are listed in *Item* 29 and the *Contractor*:

- a) provides the additional *security* in *Item* 13(e); and
- b) satisfies the *Superintendent* that the subject plant and materials have been paid for, properly stored and protected, and labelled the property of the *Principal*.

Upon payment to the *Contractor* and the release of any additional *security* in paragraph (a), the subject plant and materials shall be the unencumbered property of the *Principal*.

### 37.4 Final payment claim and certificate

Within 28 days after the expiry of the last *defects liability period*, the *Contractor* shall give the *Superintendent* a written *final payment claim* endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the *Contract*.

Within 42 days after the expiry of the last *defects liability period*, the *Superintendent* shall issue to both the *Contractor* and the *Principal* a *final certificate* evidencing the moneys finally due and payable between the *Contractor* and the *Principal* on any account whatsoever in connection with the subject matter of the *Contract*.

Those moneys certified as due and payable shall be paid by the *Principal* or the *Contractor*, as the case may be, within 7 days after the debtor receives the *final certificate*.

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

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

### 37.5 Interest

Interest in *Item 30* shall be due and payable after the date of default in payment.

### 37.6 Other moneys due

The *Principal* may elect that moneys due and owing otherwise than in connection with the subject matter of the *Contract* also be due to the *Principal* pursuant to the *Contract*.

## 38 Payment of workers and subcontractors

### 38.1 Workers and subcontractors

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

- a) workers of the *Contractor* and of the subcontractors; and
- b) subcontractors,

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

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

Documentary evidence, except where the *Contract* otherwise provides, shall be to the *Superintendent's* satisfaction.

**38.2 Withholding payment**

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

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

**38.3 Direct payment**

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

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

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

**39 Default or insolvency****39.1 Preservation of other rights**

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

**39.2 Contractor's default**

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

Substantial breaches include, but are not limited to:

- a) failing to:
  - i) provide *security*;
  - ii) provide evidence of insurance;
  - iii) comply with a *direction* of the *Superintendent* pursuant to subclause 29.3; or
  - iv) use the materials or standards of *work* required by the *Contract*;
- b) wrongful suspension of *work*;
- c) substantial departure from a *construction program* without reasonable cause or the *Superintendent's* approval;
- d) where there is no *construction program*, failing to proceed with due expedition and without delay; and

- e) in respect of clause 38, knowingly providing documentary evidence containing an untrue statement.

### 39.3 Principal's notice to show cause

A notice under subclause 39.2 shall state:

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

### 39.4 Principal's rights

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

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

### 39.5 Take out

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

- a) use materials, equipment and other things intended for *WUC*; and
- b) without payment of compensation to the *Contractor*:
  - i) take possession of, and use such of the *construction plant* and other things on or in the vicinity of the *site* as were used by the *Contractor*; and
  - ii) contract with such of the *Contractor's* subcontractors and consultants,

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

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

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

### 39.6 Adjustment on completion of work taken out

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

If the *Contractor* is indebted to the *Principal*, the *Principal* may retain *construction plant* or other things taken under subclause 39.5 until the debt is satisfied. If after reasonable notice, the *Contractor* fails to pay the debt, the *Principal* may sell the *construction plant* or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the *Contractor*.

### 39.7 Principal's default

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

Substantial breaches include, but are not limited to:

- a) failing to:
  - i) provide *security*;
  - ii) produce evidence of insurance;
  - iii) rectify inadequate *Contractor's* possession of the *site* if that failure continues for longer than the time stated in *Item 31*; or
  - iv) make a payment due and payable pursuant to the *Contract*; and
- b) the *Superintendent* not giving a *certificate of practical completion* or reasons as referred to in subclause 34.6.

### 39.8 Contractor's notice to show cause

A notice given under subclause 39.7 shall state:

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

### 39.9 Contractor's rights

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

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

The *Contractor* may, by written notice to the *Principal*, terminate the *Contract*, if within 28 days of the date of suspension under this subclause, the *Principal* fails:

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

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

### 39.10 Termination

If the *Contract* is terminated pursuant to subclause 39.4(b) or 39.9, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the *Contract* had the defaulting party repudiated the *Contract* and the other party elected to treat the *Contract* as at an end and recover damages.

### 39.11 Insolvency

If:

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

then, where the other party is:

- A) the *Principal*, the *Principal* may, without giving a notice to show cause, exercise the right under subclause 39.4(a); or
- B) the *Contractor*, the *Contractor* may, without giving a notice to show cause, exercise the right under subclause 39.9.

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

## 40 Termination by frustration

If the *Contract* is frustrated:

- a) the *Superintendent* shall issue a *progress certificate* for *WUC* carried out to the date of frustration, evidencing the amount which would have been payable had the *Contract* not been frustrated and had the *Contractor* been entitled to and made a progress claim on the date of frustration;
- b) the *Principal* shall pay the *Contractor*:
  - i) the amount due to the *Contractor* evidenced by all unpaid certificates;
  - ii) the cost of materials and equipment reasonably ordered by the *Contractor* for *WUC* and which the *Contractor* is liable to accept, but only if they will become the *Principal's* property upon payment; and
  - iii) the costs reasonably incurred:
    - A) removing *temporary* works and *construction plant*;
    - B) returning to their place of engagement the *Contractor*, subcontractors and their respective employees engaged in *WUC* at the date of frustration; and
    - C) by the *Contractor* in expectation of completing *WUC* and not included in any other payment; and
- c) each party shall promptly release and return all *security* provided by the other.

## 41 Notification of claims

### 41.1 Communication of claims

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

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

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



#### 41.2 Liability for failure to communicate

The failure of a party to comply with the provisions of subclause 41.1 or to communicate a claim in accordance with the relevant provision of the *Contract* shall, inter alia, entitle the other party to damages for breach of *Contract* but shall neither bar nor invalidate the claim.

#### 41.3 Superintendent's decision

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

Within 56 days of receipt of the *prescribed notice* the *Superintendent* shall assess the claim and notify the parties in writing of the decision. Unless a party within a further 28 days of such notification gives a notice of *dispute* under subclause 42.1 which includes such decision, the *Superintendent* shall certify the amount of that assessment to be moneys then due and payable.

### 42 Dispute resolution

#### 42.1 Notice of dispute

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

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

or like claim available under the law governing the *Contract*,

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

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

#### 42.2 Conference

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

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

#### 42.3 Arbitration

If within a further 14 days the parties have not agreed upon an arbitrator, the arbitrator shall be nominated by the person in *Item 32(a)*. The arbitration shall be conducted in accordance with the rules in *Item 32(b)*.

#### 42.4 Summary relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the *Contract* or to seek injunctive or urgent declaratory relief.

### 43 Waiver of conditions

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

# Part A

Annexure to the  
Australian Standard General Conditions of Contract  
AS 4000 – 1997

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

<i>Item</i>	
1	<p><i>Principal</i> (clause 1)</p> <p>Waverley Council</p> <p>ABN 12 502 583 608</p>
2	<p><i>Principal's address</i></p> <p>55 Spring Street Bondi Junction NSW 2022</p>
3	<p><i>Contractor</i> (clause 1)</p> <p>Hibernian Contracting Pty Ltd</p> <p>ACN 163 989 384</p>
4	<p><i>Contractor's address</i></p> <p>Shop 6, Union Place 122 Terry Street Rozelle NSW 2039</p>
5	<p><i>Superintendent</i> (clause 1)</p> <p>Sharon Cassidy</p>
6	<p><i>Superintendent's address</i></p> <p>Level 6, 55 Grafton Street Bondi Junction NSW 2022</p>
† 7	<p>a) <i>Date for practical completion</i> (clause 1)</p> <p>OR</p> <p>b) <i>Period of time for practical completion</i> (clause 1)</p>
8	<p>Governing law (page 5, clause 1(h))</p> <p>New South Wales</p> <p>If nothing stated, that of the jurisdiction where the <i>site</i> is located</p>

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

- 9 a) Currency (page 5, clause 1(g)) Australian Dollars  
If nothing stated, that of the jurisdiction where the *site* is located
- b) Place for payments (page 5, clause 1(g)) Principal's address  
If nothing stated, the *Principal's* address
- c) Place of business of bank (page 3, clause 1(d)) Sydney, New South Wales  
If nothing stated, the place nearest to where the *site* is located
- 10 *Bills of quantities* (subclause 2.2)
- a) Alternative applying (subclause 2.2) Alternative 1  
If nothing stated, Alternative 1 applies
- b) If Alternative 2 applies, is the *bill of quantities* to be priced? (subclause 2.2) No/Yes (delete one)  
If neither deleted, the *bill of quantities* shall not be priced
- c) Lodgement time (subclause 2.3(b))  
If nothing stated, 28 days after *date of acceptance of tender*
- 11 Quantities in *schedule of rates*, limits of accuracy (subclause 2.5(b)) Upper Limit 5%  
Lower Limit 5%
- 12 *Provisional sum*, percentage for profit and attendance (clause 3) 15 %
- † 13 *Contractor's security*
- a) Form (clause 5) Retention money
- b) Amount or maximum percentage of *contract sum* (clause 5) 5% of the *contract sum*  
If nothing stated, 5% of the *contract sum*
- c) If retention moneys, percentage of each *progress certificate* (clause 5 and subclause 37.2) 10%  
If nothing stated, 10%, until the limit in *Item 13(b)*
- d) Time for provision (except for retention moneys) (clause 5) Not applicable  
If nothing stated, within 28 days after *date of acceptance of tender*
- e) Additional *security* for unfixed plant and materials (subclauses 5.4 and 37.3) Nil

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

	f) <i>Contractor's security upon certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount held If nothing stated, 50% of amount held	
† 14	<i>Principal's security</i>		
	a) Form (clause 5)	Not applicable	
	b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not applicable If nothing stated, nil	
	c) Time for provision (clause 5)	Not applicable If nothing stated, within 28 days after <i>date of acceptance of tender</i>	
	d) <i>Principal's security upon certificate of practical completion</i> is reduced by (subclause 5.4)	Not applicable If nothing stated, 50% of amount held	
15	<i>Principal-supplied documents</i> (subclause 8.2)	Document Refer to Appendix 7- List of Applicable Documents	No. of copies
		If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)	
16	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	14 days If nothing stated, 14 days	
17	Subcontract <i>work</i> requiring approval (subclause 9.2)	All	

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

18	Novation (subclause 9.4)	Not applicable	Particular part of <i>WUC</i>
		<i>Selected subcontractor</i>	Particular part of <i>WUC</i>
19	<i>Legislative requirements</i>		
	a) Those excepted (subclause 11.1)	Must abide to all legislative requirements	
	b) Identified <i>WUC</i> (subclause 11.2(a)(ii))	Must abide to all legislative requirements	
20	Insurance of <i>the Works</i> (clause 16)		
	a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies	
	If Alternative 1 applies		
	b) Provision for demolition and removal of debris	Not applicable	
	c) Provision for consultants' fees	Not applicable	
	d) Value of materials or things to be supplied by the <i>Principal</i>	Not applicable	
	e) Additional amount or percentage	Not applicable	

Licence permits: 6 copies, usage term of 3 months.

21	Public liability insurance (clause 17)	
a)	Alternative applying	Alternative 1
		If nothing stated, Alternative 1 applies
	If Alternative 1 applies	
b)	Amount per occurrence shall be not less than	\$50,000,000.00
		If nothing stated, then not less than the <i>contract sum</i>
22	Time for giving possession (subclause 24.1)	Refer to Appendix 6 - Program
23	<i>Qualifying causes of delay</i> Causes of delay for which <i>EOTs</i> will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)	Refer to Appendix 5 - Departures, Clarifications and Assumptions
† 24	Liquidated damages, rate (subclause 34.7)	\$1,000 per day
		Limited at 5% of the total contract value and any variations to this contract
† 25	Bonus for early <i>practical completion</i> (subclause 34.8)	
a)	Rate	Not applicable
b)	Limit	Not applicable
		If nothing stated, there is no waiver
† 26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	Nil

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

- |  |  |  |
|--|--|--|
| 27   | <i>Defects liability period</i><br>(clause 35) | 12 months after issuing practical completion to that particular separable portion<br>If nothing stated, 12 months  |
| 28 <i>Progress Claims</i><br>(subclause 37.1)  |  |  |
| a)   | Times for progress claims                      | 28 day of each month for <i>WUC</i><br><br>done to the last day of that month  |
| OR   |  |  |
| b)   | Stages of <i>WUC</i> for progress claims       | Not applicable   |
| 29    Unfixed plant and materials for which payment claims may be made<br>(subclause 37.3) |  |  |
|  |  | Not applicable   |
| 30    Interest rate on overdue payments<br>(subclause 37.5)                                |  |  |
|  |  | 0 % per annum<br>If nothing stated, 18% per annum  |
| 31    Time for <i>Principal</i> to rectify inadequate possession<br>(subclause 39.7)       |  |  |
|  |  | 14 days<br>If nothing stated, 14 days  |
| 32    Arbitration<br>(subclause 42.3)  |  |  |
| a)   | Person to nominate an arbitrator               | The President of the Institute of Arbitrators & Mediators Australia<br>If no-one stated, the President of the Institute of Arbitrators & Mediators Australia |



b) Rules for arbitration

rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations

If nothing stated:

- a) rules 5-18 of the Rules of The Institute of Arbitrators, Australia for the Conduct of Commercial Arbitrations;

OR

- b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in *Item 32(c)*

A3

c) Appointing Authority under  
UNCITRAL Arbitration Rules

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

# Part A

## Separable Portions

■ This section should only be completed if the *Contract* provides for *separable portions*.

■ Complete a separate page for each *separable portion* which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

	<i>Separable portion</i> (clause 1)	No.....
	<i>Description of separable portion</i> (clause 1)	..... ..... .....
<i>Item</i>		
7	a) <i>Date for practical completion</i> (clause 1)	.....
	OR	
	b) <i>Period of time for practical completion</i> (clause 1)	.....
13	<i>Contractor's security</i>	
	a) <i>Form</i> (clause 5)	.....
	b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5)	..... If nothing stated, 5% of value of this <i>separable portion</i>
	c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2)	..... % If nothing stated, 10%, until the limit in <i>Item 13(b)</i>
	d) <i>Time for provision (except for retention moneys)</i> (clause 5)	..... If nothing stated, within 28 days after <i>date of acceptance of tender</i>
	e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	.....\$ .....
	f) <i>Contractor's security upon certificate of practical completion is reduced by</i> (subclause 5.4)	.....% of amount held If nothing stated, 50% of amount held

14 Principal's security

- a) Form (clause 5) .....
- b) Amount or maximum percentage of value of this separable portion (clause 5) .....  
If nothing stated, nil
- c) Time for provision (clause 5) .....  
If nothing stated, within 28 days after date of acceptance of tender
- d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) .....% of amount held  
If nothing stated, 50% of amount held

24 Liquidated damages, rate (subclause 34.7)

..... per day \$.....per day

25 Bonus for early practical completion (subclause 34.8)

- a) Rate .....  
..... per day \$.....per day
- b) Limit .....  
\$ .....

OR

.....% of value of separable portion  
If nothing stated, there is no waiver

26 Delay damages, other compensable causes (page 1, clause 1 and subclause 34.9)

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

# Part B

Annexure to the  
Australian Standard General Conditions of Contract  
AS 4000 – 1997

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## Deletions, amendments and additions

1 The following clauses have been deleted from the General Conditions in AS 4000 – 1997

2 The following clauses have been amended and differ from the corresponding clauses in AS 4000 – 1997

3 The following clauses have been added to those of AS 4000 – 1997

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

Annexure to the  
Australian Standard General Conditions of Contract  
AS 4000 – 1997

Approved form of unconditional undertaking

(clause 1 – security)

At the request of ..... ('the *Contractor*') and in consideration of ..... ('the *Principal*') accepting this undertaking in respect of the *Contract* for .....

..... ('the *financial institution*') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the *Principal* to a maximum aggregate sum of .....

..... (\$ ..... )

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

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

Provided always that the *financial institution* may at any time without being required so to do pay to the *Principal* the sum of .....

..... (\$ ..... )

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the *Principal* and thereupon the liability of the *financial institution* hereunder shall immediately cease.

Dated at.....this.....day of .....19.....

Clause	Clause
Acceleration..... 32, 34.4(b)	interest.....37.6
Acceptance (see Approval)	liquidated damages .....34.7
Acceptance of tender	minerals, fossils and relics.....24.3
date of, defined ..... 1	omitted items.....2.4
formal instrument of agreement..... 6	on completion of work taken out of the
security - time for ..... 5.1, <i>Items</i> 13(d), 14(d)	hands of the Contractor.....39.6
Access (see also possession of Site)	pricing .....36.4
during defects liability period ..... 35	protection of people and property .....12
for Principal and others ..... 24.2	provisional sums .....3
for testing ..... 30.1	quantities .....2.5
Accident (see also Insurance, Urgent protection and Protection	set-offs by the Principal .....37.2, 37.6
of persons and property)	urgent protection .....13
reinstatement of damage..... 14.2	Agreement
to employees .....18	Contract in absence of formal instrument.....6
to third parties.....15, 17	formal instrument of .....6
to WUC .....14, 16	interpretation of .....1, 8.1
Actions	rectification when dispute.....42.1
arbitration.....42	Alignments (see Survey mark)
indemnification of Contractor .....10, 15.1, 17	Alternative clauses.....2.2, 16, 17
indemnification of Principal .....10, 12, 15.1, 17	Ambiguity in documents.....8.1
Acts, (of Parliament) (see Legislative requirements)	Appliances (see Construction plant)
Additions and/or deductions	Approval
adjustment generally.....2.1	effect of certificates.....37.2
care of survey marks.....26.3	examination and testing .....30
changes in legislative requirements.....11.2	extension of time .....34.4, 34.5
contract sum definition, excluded in ..... 1	of defective material or work .....29.4
direction on programming.....32	of documents .....8.3
discrepancies in documents.....8.1	of form of security .....1
error in setting out .....26.2	of insurance policies .....16, 17
generally.....2.1	of media releases .....8.6
legislative requirements.....11.2	of municipal and statutory authorities
minerals, fossils and relics .....24.3	(see Legislative requirement)
order of work .....32	of subcontracting .....9.2
pricing variations generally .....36.4	of variations of convenience.....36.3
programming.....32	to suspension by Contractor .....33.2
provisional sums .....3	working days .....31
suspension.....33.4	working hours.....31
Address for service (see also Service) ..... 7	Approved form of unconditional undertaking
change of.....7	security .....1
Contractor.....7, <i>Item</i> 4	form of ..... Annexure Part C
Principal .....7, <i>Item</i> 2	Arbitration
Superintendent.....7, <i>Item</i> 6	agreement to arbitrate .....42.2
Adjustment (for)	ambit of.....42.1
actual quantities .....2.4	nomination of arbitrator..... 42.3, <i>Item</i> 32(a)
bonus .....34.8	rules of ..... 42.3, <i>Item</i> 32(b)
cost of suspension.....33.4	Assessment (see Superintendent, assessments by)
cost of tests .....30.7	Assignment
defective material and work.....29.3	of Contract..... 9.1
delay damages.....34.9	of subcontract ..... 9.2(a)
directions on order of work.....32	by subcontractor ..... 9.2(b)
errors in documents .....8.1	Asterisk clauses .....8.6, 29.2
errors in setting out.....26.2	
fees and charges.....11.2	

	Clause
Australasian Dispute Centre .....	Items 32(a), (c)
Authorisation (see Direction)	
Awards (see Legislative requirements)	
Bank guarantee (see Unconditional undertaking)	
Bank — place of business .....	1, <i>Item</i> 9(c)
Bankruptcy	
of Contractor .....	39.11
of Principal .....	39.11
Basis of payment .....	2.1
Bench mark (see Survey mark)	
Bill of quantities .....	2.2
alternative applying .....	2.2, <i>Item</i> 10(a)
definition of .....	1
errors in .....	2.5
lodgement .....	2.3(b)
no payment until lodged .....	2.3(c)
not part of Contract .....	2.2, <i>Item</i> 10(b)
omission of items in .....	2.5
priced and extended .....	2.3(a)
pricing, errors in .....	2.3
purpose of .....	2.2
quantities in .....	2.4
time for lodgment .....	2.3(b), <i>Item</i> 10(c)
to be priced .....	2.2, <i>Item</i> 10(b)
valuation of variation by .....	36.4(c)
Bonus	
for early practical completion .....	34.8, <i>Item</i> 25(a)
limit of .....	34.8, <i>Item</i> 25(b)
rate of .....	34.8, <i>Item</i> 25(a)
waiver of part of bonus .....	34.8, <i>Item</i> 25(b)
where separable portions .....	4(c)
Breach of Contract	
claims for .....	41
default of the Contractor .....	39.2
default of the Principal .....	39.7
liquidated damages .....	34.7
preservation of other rights .....	39.1
substantial breaches .....	39.2, 39.7
By-laws (see Legislative requirements)	
Calendar days .....	1(a)
Care of WUC	
cleaning up .....	27
Contractor's obligations for .....	14.1
excepted risks .....	14.3
generally .....	14.1
reinstatement of loss or damage .....	14.2
urgent protection of .....	13

	Clause
Certificate(s) (see also Direction and Payment)	
effect of .....	37.2
final certificate .....	37.4
of cost to complete on default by Contractor .....	39.6
of municipal and statutory authorities (see Legislative requirements)	
practical completion .....	34.6
progress certificate .....	37.2
Certificate of Practical Completion	
defined .....	1
issue of .....	34.6
meaning of .....	34.6
non-issue of .....	34.6
request for .....	34.6
Claims (see also Adjustment)	
arbitration of .....	42.3
compensation to third party .....	12
failure to notify, effect .....	41.2
for damages .....	41.1, 42.1
for extension of time for practical completion .....	34.3
for final payment .....	37.4
for progress payment .....	37.1, <i>Item</i> 28
indemnity by Contractor .....	10, 15.1
indemnity by Principal .....	10, 15.2
notice of dispute .....	41.1, 41.3, 42.1
notice of potential claims on insurance policies .....	19.4
notification of .....	41
settlement of claims under policy of insurance .....	19.5
settlement of disputes .....	42
Superintendent's decision on .....	41.3
valuation of .....	37.2, 41.3
Clause headings — effect .....	1(c)
Cleaning up .....	27
Commencement of WUC	
generally .....	16, 17, 18, 19.1
insurance, proof of .....	19.1
possession of site .....	24.1
production of policies before .....	19.1
Communications between parties .....	1(e)
Compensable cause	
defined .....	1
others listed .....	<i>Item</i> 26
Completion	
by Principal on default .....	39.4, 39.5, 39.6
final certificate .....	37.4
practical (see Practical completion)	
Compliance	
with legislative requirements .....	11.1
with Superintendent's interpretation .....	8.1
Concurrent delay .....	34.4

Clause	Clause
Conditions, waiver of.....43	Contract sum
Confidential information	defined.....1
agreement as to.....8.5	insurance of WUC.....16(a)
generally.....8.5	Contract works insurance
Construction of Contract.....1, 8.1	amount of cover of.....16, <i>Item</i> 20
Construction plant	Contractor controlled.....16 Alt 1
care of.....14.1	exclusions in.....16
Contractor to supply.....28	in joint names.....16
defined.....1	length of cover.....16
insurance of.....16	policy.....16
not to be removed.....28	Principal controlled.....16 Alt 2
removal of.....27, 39.6, 40	Contractor
use by Principal.....39.5, 39.6	appointment of representative.....22
WUC includes.....1	default by.....34.2
Construction program	defined.....1
defined.....1	named..... <i>Item</i> 3
departure from.....32	rights of.....34.9, 34.11
direction as to.....32	security by.....5, <i>Item</i> 13
failing to adhere to.....39.2(d)	service on.....7
meaning of.....32	to insure.....16 Alt 1, 17, 18
Consultant fees	use of site by.....24.1
in Contract works policy.....16, <i>Item</i> 20(c)	Contractor-supplied documents
Contingency sum (see Provisional sum)	approval of.....8.3(b)
Contract	availability of.....8.4
assignment.....9.1	checking of.....8.3(a)
breach of (see Breach of Contract)	copies of.....8.3
construction of.....1	rejection of.....8.3(c)
defined.....1	responsibility for.....8.3
disputes under.....42	submission of.....8.3
documents.....8	suitability of.....8.3(c)
evidence of.....6	supply of.....8.3
formal instrument of.....6	Contractor's all risk insurance
frustration of.....40, 42.1	(see Contract works insurance)
governing law of.....1(h), <i>Item</i> 8	Contractor's employees
interpretation of.....1	accident or injury.....18
nature of.....2	control of.....23
proper law of.....1(h), <i>Item</i> 8	insurance of.....18
rectification of.....42.1	payment of.....38
subcontracting.....9.2	removal of, from site.....23
termination — effect of.....39.10	Contractor's representative.....22
termination of	Contractor's responsibility (see also Contractor and Care of WUC)
by Principal.....34.4, 34.11	for employees (see Contractor's employees).....38
by Contractor.....34.9, 34.11	for payment of workers and subcontractors.....9.5
work under the (WUC).....1	for selected subcontractors.....9.5
Contract documents.....8	for subcontractors.....9.5
ambiguities in.....8.1	to carry out WUC.....2.1
construction of.....8.1	Contributory negligence
discrepancies in.....8.1	indemnity as to.....15.1
inconsistencies in.....8.1	reduction of liability for.....14.2, 15.1
interpretation of.....8.1	Copyright (see Intellectual property right)
	Corporation (also see Person).....1(a), 5.6



Clause	Clause
Corporations Law .....5.6, 38.3	Deed of guarantee, undertaking and substitution
Cost(s) (see also Adjustment)	defined.....1
added to contract sum.....24.3, 26.2, 26.3	provision of.....5.6
completion of work taken out of	requirement for.....5.6
the hands of the Contractor.....39.6	Deed of novation.....9.4
complying with legislative requirements.....11.2	Deemed variation
examination and testing.....30.7	as to acceptance of defective work.....29.4
latent conditions.....25.3	for latent condition.....25.3
protection of person, etc.....12	omission in bill or schedule of rates.....2.4
provisional sums.....3	reinstatement of damage.....14.2
reinstatement.....14.2	Default by Principal
set-offs by Principal.....37.6	Contractor's rights on.....39.9
setting out.....26.3	Contractor's show cause notice.....39.8
urgent protection.....13	generally.....39.7
variations.....36.4	in making due payment.....39.7(a)
Covering up of WUC.....30.2	in providing evidence of insurance.....39.7(a)
Cross liability clause.....19.6	in providing security.....39.7(a)
Currency.....1(g), <i>Item</i> 9(a)	in rectifying inadequate possession.....39.7(a), <i>Item</i> 31
Damage (see also care of the Works and Insurance)	in Superintendent not issuing
prevention of.....12	certificate of practical completion.....39.7(b)
protection of property, etc.....12	on termination.....39.10
reinstatement of.....14.2	rights of the Contractor.....39.7, 39.8, 39.9
to persons and property other than WUC.....15.1	where to show cause on.....39.7, 39.8
to WUC.....14.1	Default by the Contractor.....39.2, 39.3
urgent protection.....13	adjustment of costs on.....39.6
Damages (see also Adjustment and Claims)	assessment of cost to complete on.....39.6
for delay by Contractor.....34.7, <i>Item</i> 24	failing to comply with a direction of the
for delay due to compensable cause.....34.9	Superintendent.....39.2(a)
liquidated.....34.7, <i>Item</i> 24	failing to proceed with due expedition
on termination of the Contract.....39.10	and without delay.....39.2(d)
Date	failing to provide evidence of insurance.....39.2(a)
for practical completion.....1, <i>Item</i> 7, 34.7, 34.8	failing to use materials or standards of
of acceptance of tender.....1	workmanship.....39.2(a)
of practical completion.....1, 34.6, 34.7, 34.8	in providing documentary evidence.....39.2(e)
Date of acceptance of tender	in providing security.....39.2(a)
defined.....1	may use plant and materials on.....39.5
Date for practical completion	on termination.....39.10
defined.....1, <i>Item</i> 7	possession of plant and materials.....39.5
effect of proposed variation on.....36.2(a)	procedure on.....39.2, 39.3, 39.4, 39.5, 39.6
period of time for.....1, <i>Item</i> 7	records of cost to complete.....39.5
Date of practical completion	retention of plant and materials.....39.6
defined.....1	show cause notice to.....39.3
Days	substantial breach by.....39.2
mean calendar days.....1(a)	substantial departure from construction
working.....31	program.....39.2(c)
Daywork (see Pricing)	suspension of payment on.....39.4
Debt due to the Principal.....12, 13, 27, 29.3, 34.7,	when the Principal takes work
35, 37.6, 39.6	out of hands of Contractor.....39.5, 39.6
Decision (see also Direction)	Default of subcontractor.....9.5
	Default or insolvency
	by Contractor.....39.2, 39.11
	by Principal.....39.7, 39.11
	generally.....39
	preservation of other rights.....39.1
	substantial breaches.....39.2, 39.7
	show cause notices.....39.3, 39.8

Clause	Clause
Defective work	Demolition and removal of debris
acceptance of ..... 29.4	in Contract works policy ..... 16(b), <i>Item</i> 20(b)
correction of ..... 29.3	Deposit (see Security)
cost of rectification ..... 29.3	Determination (see also Direction)
delivery of ..... 29.3	defined in direction ..... 1
demolition of ..... 29.3	disputes ..... 42
examination and testing ..... 30	interpretation of discrepancy ..... 8.1
generally ..... 29.3	pricing of variation ..... 36.4
includes material ..... 29.3	value of work ..... 37.2
quality assurance ..... 29.2	Determination of Contract (see Termination of Contract)
reimbursement of ..... 29.3	Dimensions
removal of ..... 29.3	figured ..... 8.1
replacement of ..... 29.3	scaled ..... 8.1
time of notice of ..... 29.5	Direct payment to subcontractor ..... 38.3
Defects	Direction
costs of rectification ..... 29.3, 35	construction program ..... 32
defined ..... 1	covering up of work ..... 30.2
direction to rectify ..... 35	defective materials or work ..... 29.3, 29.4
examination and testing for ..... 30	defined ..... 1
in design - excepted risk ..... 14.3(f)	dissatisfaction with ..... 42.1(a)
length of liability period ..... 35, <i>Item</i> 27	examination and testing ..... 30
material and work ..... 29.3, 29.4, 35	oral, to be confirmed in writing ..... 20
minor, practical completion ..... 1	order of work ..... 32
remedying ..... 29.3, 35	notice of tests ..... 30.4
removal and replacement ..... 29.3	relating to Contractor's employees ..... 23
times for rectification ..... 35	relating to subcontractors ..... 23
work ..... 29.3, 29.4, 35	suspension of WUC ..... 33.1
Defects liability period	written ..... 20
defined ..... 1	Discrepancies
duration of ..... 35, <i>Item</i> 27	Contract documents ..... 8.1
generally ..... 35, <i>Item</i> 27	dimensions ..... 8.1
Definitions (generally) ..... 1	Dispute (see Dispute resolution)
dispute ..... 42.1	Dispute resolution
Delay	after final certificate ..... 37.4(d)
concurrent ..... 34.4	ambit of ..... 42.1
construction program ..... 32, 39.2(c)	arbitration ..... 42.3
damages ..... 4(c), 34.9	conference ..... 42.2
further delay ..... 34.3	continue performance of Contract ..... 42.1
in giving possession ..... 24.1	dispute defined ..... 1, 42.1
notice of ..... 34.2	includes difference ..... 42.1
rate of progress ..... 34.1	meaning of dispute ..... 1, 42.1
Delay damages	notice of dispute ..... 42.1
certified by Superintendent ..... 34.9	summary relief ..... 42.4
claim for ..... 34.9	Documents
due and payable ..... 34.9	ambiguities in ..... 8.1
for compensable cause ..... 34.9	approval of the Superintendent ..... 8.3
other compensable causes ..... 1, 34.9, <i>Item</i> 26	availability of ..... 8.4
where separable portions ..... 4(c)	confidential information ..... 8.5
Deletion of clauses, etc. — effect ..... 1(i)	construction of ..... 8.1
Deletions, amendments and	Contractor-supplied ..... 8.3
additions (generally) ..... Annexure Part B	discrepancies in ..... 8.1
Demand (see also Direction)	evidencing Contract ..... 6

Clause	Clause
generally..... 8	to lodge security..... 5.1, 39.2(a)
inconsistencies in..... 8.1	to make claims..... 41.1
interpretation of..... 8.1	to produce proof of insurance..... 19.2, 39.2(a)
Principal-supplied..... 8.2	to show cause..... 39.3
property in..... 8.2, 8.3	Failure of Principal (see also Default of Principal)
results of tests..... 30.6	rights of the Contractor on..... 39.9
service of..... 7	to give possession of Site..... 24.1, 39.7(a)
Due (see Moneys due)	to insure..... 19.2, 39.2(a)
Due and owing (see Moneys due and owing)	to make payment..... 37.5, 39.7(a)
Due and payable (see Moneys due and payable)	Faulty work (see Defective material or work)
Emergency work..... 13	Fees and charges (see Legislative requirements)
Employees	Figured dimensions..... 8.1
control of..... 23	Final certificate
insurance of..... 17(c), 18	accord and satisfaction..... 37.4
of Contractor (see Contractor's employees)	defined..... 1
of subcontractor..... 23	effect of..... 37.4
responsibility for..... 9.5	final payment claim for..... 37.4
English language..... 1(e)	generally..... 37.4
EOT (extension of time)	meaning..... 37.4
application for..... 34.3	release of security..... 5.4
assessment of..... 34.4, 34.5	Final payment (see also Final certificate)
claim for..... 34.3	defined..... 1
deemed assessment..... 34.5	meaning..... 37.4
defined..... 1	Final payment claim
exclusions..... 1, 34.3, <i>Item</i> 23	defined..... 1
grant of..... 34.5	endorsement of..... 37.4
in event of further delay..... 34.3	includes all claims..... 37.4
partial grant of..... 34.5	meaning..... 1, 37.4
qualifying cause of delay..... 1, 34.3	time for..... 37.4
refusal of..... 34.5	Financial institution
time for applying for..... 34.3	form of unconditional
Superintendent may direct..... 34.5	undertaking by..... Annexure Part C
Equipment to be provided by Contractor	security provided by..... 1
(see Construction plant)..... 28	Finding of minerals, fossils and relics..... 24.3
Errors	Float..... 34.4(a)
Contract documents..... 8.1	Formal instrument of agreement
in bill of quantities or schedule of rates..... 2.2, 2.4	execution of..... 6
setting out..... 26.2	generally..... 6, AS4001
Escrow	stamping of..... 6
security transferred in..... 5.1	Form of unconditional
Examination and testing..... 30	undertaking..... Annexure Part C
Excepted risk	Fossils..... 24.3
defined..... 1	Frustration
meaning..... 14.3	generally..... 40
Explanation (see also Direction)	notice of dispute when..... 42.1(b)
Extension of time (see EOT)	payment on..... 40
Failure of Contractor (see also Delay and Default of Contractor)	release and return of security..... 40
to arrange urgent protection..... 13	termination by..... 40
	Gender includes every gender..... 1(d)

Clause	Clause
Governing law .....1, <i>Item</i> 8	Insurance
Guarantee, etc. deed of ..... 5.6	cross-liability .....19.6
Headings of clauses ..... 1(c)	failure to provide proof of ..... 19.2, 39.2(a), 39.7(a)
Hours of work ..... 31	inspection of policies .....19.1
Incompetence of employees, etc. .... 23	notice of potential claims .....19.4
Indemnity	notices to and from insurer .....19.3
by Contractor ..... 15.1	of employees .....18
by Principal ..... 15.2	of Works .....16, <i>Item</i> 20
care of work ..... 14	proof of insurance .....19.1
damage to persons and property ..... 15	provisions of policies .....19.3
infringement of intellectual	public liability .....17
property rights ..... 10	settlement of claims .....19.5
Information to be supplied	workers' compensation .....18
advance notice ..... 32	Intellectual property rights
by Principal ..... 32	Contractor's warranty as to .....10
confidential information ..... 8.5	defined ..... 1
Contract documents ..... 8	indemnity as to .....10
examination of information made available	Principal's warranty as to .....10
for tendering ..... 25.1(a)	Interpretation of Contract documents .....1, 8.1
examination of information relevant to	Interest
risks, contingencies, etc. .... 25.1(b)	on security ..... 5.5
for setting out the Works ..... 26.1	overdue payments ..... 37.5, <i>Item</i> 30
latent conditions ..... 25	rate of ..... 37.5, <i>Item</i> 30
particulars of materials and plant ..... 28(a)	Issue of
results of tests ..... 30.6	certificate of practical completion ..... 34.6
to media ..... 8.6	final certificate ..... 37.4
working hours ..... 31	payment certificate ..... 37.2
Injury to persons ..... 12	<i>Item</i>
indemnity by Contractor ..... 15.1	defined ..... 1
insurance ..... 17, 18	Labour
measures to prevent ..... 12	provision by Contractor ..... 28
Insolvency	Language of Contract ..... 1(e)
bankruptcy ..... 39.11(c)	Latent conditions
Contractor rights on ..... 39.11(B)	costs of ..... 25.3
deed of arrangement ..... 39.11(d)	deemed variation on ..... 25.3
generally ..... 39.11	defined ..... 1, 25.1
meeting of creditors ..... 39.11(d)	meaning ..... 1, 25.1
mortgagee in possession ..... 39.11(e)	notification of ..... 25.2
Principal's rights on ..... 39.11(A)	scope of ..... 25.1
voluntary winding up ..... 39.11(d)	Law
when corporation ..... 39.11(d)	compliance with legislative requirements ..... 11.1
when exercisable ..... 39.11	Corporations ..... 5.6, 38.3
when individual ..... 39.11(c)	giving of notices ..... 11.1
Inspection	governing the Contract ..... 1(h), <i>Item</i> 8
access for testing ..... 30.1	Legislative requirements
access to Principal and others ..... 24.2	changes in ..... 11.2
insurance policies ..... 19.1	changes to WUC ..... 11.2(a)
testing ..... 30.1	changes to the Works ..... 11.2(a)
Institute of Arbitrators, Australia	compliance with ..... 11.1
rules of ..... <i>Item</i> 32(b)	cost of ..... 11.2(c)
Instruction (see also Direction)	defined ..... 1
	excepted ..... 11.1, <i>Item</i> 19(a)

	Clause
fees and charges.....	1, 11.2(a)
identified WUC .....	11.2, <i>Item</i> 19(b)
payment to subcontractor under.....	38.3
payment to worker under .....	38.3
provision of services .....	11.2(a)
satisfaction of .....	11.1, <i>Item</i> 19(a)
time of effect of .....	11.2(b)
variance in.....	11.1
Level mark (see Survey mark)	
Liability of the Contractor	
for care of WUC .....	14
for compliance with legislative requirements.....	11
for selected subcontractors.....	9.5
for subcontractors .....	9.5
Licences (see Legislative requirements)	
Limits of accuracy .....	2.5(b), <i>Item</i> 11
Liquidated damages	
certifying of .....	34.7
rate of .....	34.7, <i>Item</i> 24
repayment of .....	34.7
separable portions.....	4(d)
Litigation.....	42.4
Local authorities.....	11
Loss or damage to WUC	
care of WUC .....	14.1
excepted risks .....	14.3
generally.....	14
protection.....	12, 13
reinstatement.....	14.2
urgent protection .....	13
Lump sum.....	2.1
Making good (see also Reinstatement) .....	14.2, 29.3, 35
Materials (see also Work)	
acceptance of defective .....	29.4
defective .....	29.3, 29.4
examination and testing of.....	30
failure to use proper materials .....	39.2(a)
manufacture and supply of.....	28
not to remove from site .....	28
particulars of .....	28
possession on default.....	39.5
provision of by Contractor .....	28
quality of .....	29.1
supply of.....	28
testing of .....	30
unfixed .....	37.3
upon frustration of Contract.....	40
use of new materials .....	29.1
Measurement	
generally.....	37.2
of quantities .....	1(f)

	Clause
Media releases.....	8.6
Minor defects	
practical completion, in definition of. ....	1
remedying .....	29.3, 35
Misconduct of employee .....	23
Monetary sum (see Provisional sum)	
Moneys due	
cleaning up costs.....	27
cost of proposed variation.....	36.2
cost of protection.....	12
cost of remedying defective work .....	29.4
cost of urgent protection .....	13
moneys certified due to Principal .....	37.2(b)
on frustration .....	40(b)
other moneys due .....	37.6
progress certificate.....	37.2(a)
progress claim .....	37.1
Moneys due and owing	
to Principal otherwise .....	37.6
Moneys due and payable	
bonus .....	34.8
claims generally .....	41.3
cost of defect rectification .....	35
costs of suspension on breach.....	39.9
delay damages .....	34.9
final certificate .....	37.4
interest.....	37.5
liquidated damages .....	34.7
on work taken out of the hands of Contractor.....	39.6
substantial breach .....	39.7(a)
to workers and subcontractors .....	38.2
unpaid insurance premium.....	19.2
Nature of Contract .....	2
Negligence of employee .....	23
Nominated subcontractor	
(see Novation) .....	9.3, 9.4
Notice (see also Direction, Notice of dispute)	
for testing.....	30.4
for urgent protection .....	13
from or to insurer .....	19.3
of availability of site .....	27.1
of claim for EOT .....	34.3
of claims generally .....	41
of default by the Contractor .....	39.3
of default by the Principal .....	39.8
of delay .....	34.2
of discovery of minerals, fossils or relics .....	24.3
of dispute .....	42.1
of errors in setting out.....	26.2
of latent conditions.....	25.1
of names of persons entitled to access .....	24.2
of potential insurance claims .....	19.4

Clause	Clause
of working hours.....31	calculation of.....37.2
oral or written.....20	certificates.....37.2
prescribed.....41.1	claims for.....37.1
service of.....7	currency of.....1(g), <i>Item</i> 9(a)
to statutory authorities.....11.1	deductions.....37.2
to suspend work.....33.1	default by Principal.....39.7(a)
Notice of dispute	delay damages.....34.9
arbitration.....42.3	during arbitration.....42.1
concerning claims.....41.1, 41.3	for defective materials and work.....29.3, 35
conference following.....42.2	for progress certificates.....37.2
generally.....42	for unfixed plant and materials.....37.3
how served.....42.1	insurance premiums, proof of.....19.2
includes difference.....42.1	interest on overdue.....37.5
when final certificate.....37.4(d)	liquidated damages.....34.7
Notification of claims (see also Claims)	not evidence of satisfactory WUC.....37.2
failure to supply.....41.2	of balance after set off.....37.2
generally.....41	of security and retention moneys.....5.1
notice of dispute concerning.....41.1, 41.3	of workers and subcontractors.....38
prescribed notice.....41.1	on completion by Principal.....39.6
Superintendent's decision on.....41.3	on final certificate.....37.4
Novation	on payment certificate.....37.2
deed of.....9.4	on practical completion.....37.2
selected subcontractor.....9.4, <i>Item</i> 18	payment on account.....37.2
subcontractor.....9.4, <i>Item</i> 18	place for.....1(g), <i>Item</i> 9(b)
Omissions (see also Defects and Minor defects)	provisional sums.....3
at final certificate.....37.4(b)	retention moneys.....5.1, <i>Item</i> 13(c)
bill of quantities.....2.4	set-offs by Principal.....37.2, 37.6
schedule of rates.....2.4	suspension of by Principal.....39.4
Opening up for examination and testing.....30.1	to subcontractors.....38
Oral direction.....20	to workers.....38
Order (see also Direction)	urgent protection.....13
Order of work.....32	within 7 days of certificate.....37.2
Orders (see Legislative requirements)	within 21 days of claim.....37.2
Ordinances (see Legislative requirements)	withholding by Principal.....38.2
Ordinary working days.....31	Payment to workers and subcontractors
Ordinary working hours.....31	direct payment to.....38.3
Other moneys due.....37.6	documentary of.....38.1
Ownership of documents	Principal may withhold payment.....38.2
supplied by Contractor.....8.3	where required by law.....38.3
supplied by Principal.....8.2	withholding of payment.....38.2
Patent, (see Intellectual property right)	Performance and payment.....2.1
Payment(s) (see also Adjustments)	Permission (see also Direction)
adjustment for errors in the bill of quantities.....2.5	Permits (see Legislative requirements)
adjustment for fees to statutory authorities.....11.2	Person, meaning.....1(a)
and performance.....2.1	Persons
basis of.....2.1	death of.....15.1
bonus.....34.8	indemnity by Principal.....15.1
calculated by rates.....2.1	injury to.....15.1
	insurance of.....17, 18
	protection of.....12
	suspension to protect.....33.1
	unavoidable damage to.....15(d)
	Place for payment.....1(g), <i>Item</i> 9(b)

	Clause
Place of business of bank.....	1, <i>Item</i> 9(c)
Plant (see Construction plant).....	1, 28, 39.5, 39.6
Plant and materials	
security for.....	5.4, 37.3, <i>Item</i> 13(e)
unfixed .....	37.3, <i>Item</i> 29
Possession of site (see also Access) .....	24.1
Practical completion	
certificate of .....	34.6
date for .....	1, 34.1, 34.3, 34.6, 34.7
date of .....	1, 34.7
defined.....	1
early practical completion .....	34.8
extension of time for.....	34.3
request for certificate of .....	34.6
separable portions .....	4
Prescribed notice	
defined.....	1
meaning .....	1, 41.1
Priced bill of quantities .....	2.2
Pricing	
variations.....	36.4
Prime cost item (see Provisional sum)	
Principal	
address of.....	<i>Item</i> 2
certificate to .....	37.2
default of .....	39.7
defined.....	1
dispute with Contractor.....	42.1
named .....	<i>Item</i> 1
rights of .....	39.2, 39.3, 39.4, 39.5
security by .....	5, <i>Item</i> 14
set off by .....	37.6
Principal-supplied documents	
availability of .....	8.4
copies of .....	8.2, <i>Item</i> 15
copying of .....	8.2
details of.....	8.2
number of .....	8.2
property in .....	8.2
supply of .....	8.2, <i>Item</i> 15
Proclamation (see Legislative requirements)	
Profit and overheads/attendance	
in pricing variations .....	36.4
on provisional sums.....	3
Programming (see Construction program)	
Progress certificate	
deemed .....	37.2
defined.....	1
issue of .....	37.2
meaning .....	1, 37.2

	Clause
not evidence WUC is satisfactory .....	37.2
on account only .....	37.2
Progress claims	
generally .....	37.1
time for .....	37.1, <i>Item</i> 28
Progress, failure to maintain .....	39.2(c), 39.2(d)
Prompt payment discount .....	3(b)
Proper law of Contract.....	1(h), <i>Item</i> 8
Property	
damage to .....	12
indemnity as to .....	15
insurance of .....	17
loss of.....	15.1
protection of .....	12
unavoidable damage to .....	15.1(d)
Protected right (see Intellectual property right)	
Protection	
of persons and property.....	12
of WUC .....	14
suspension due to .....	33.1
urgent, by Principal .....	13
Provisional sum .....	3
defined.....	1
included in contract sum .....	1
included in schedule of rates .....	1
meaning .....	1, 3
percentage for profit and attendance.....	3, <i>Item</i> 12
Public authorities.....	5.5, 11
Public liability policy	
amount of.....	17, <i>Item</i> 21(b)
defined.....	1
meaning .....	1, 17
Qualifying cause of delay	
defined.....	1
excludes those in.....	<i>Item</i> 23
EOT for.....	34.3
further delay due to .....	34.3
Quality.....	29
Quality assurance.....	29.2
Quality of materials and work	
defective materials and work.....	29.3
examination and testing of .....	30
generally .....	29.1
Quality system .....	29.2



Clause	Clause
Quantities, bill of	
defined.....1	
estimated only .....2.4	
generally .....2.2, 2.3, 2.4, 2.5	
lodgement of priced bill.....2.3(c)	
omitted items in .....2.5	
priced and extended .....2.3	
purpose of .....2.2	
quantities in .....2.4	
Quantities, errors in .....2.5	
Rates (see also Schedule of rates)	
adjustment of .....2.5	
limits of accuracy .....2.5(b), <i>Item</i> 11	
payment of .....2.1	
provisional sums .....3	
valuation of variations .....36.4(c)	
Receiver .....39.11	
Reference mark (see also Survey marks)	
defined.....1	
survey mark, included in .....1, 26.1	
Registered design (see Intellectual property right)	
Regulations (see Legislative requirements)	
Reinstatement of damage	
excepted risks.....14.3	
generally .....14.2	
Rejection (see also Direction)	
Rejection of materials or work .....29.3	
Relation-back day	
concerning direct payment to workers	
and subcontractors .....38.3	
Release of security .....5.4	
Remedial work	
generally .....29.3, 35	
included in definition of WUC .....1	
Removal of	
construction plant.....28	
materials.....28	
Removal of Contractor's employees, and	
subcontractors .....23	
Repairs, urgent (see Urgent protection) .....13	
Replacement (see Reinstatement)	
Replacement of defective	
materials or work .....29.3	
Representative of	
Contractor .....22	
Superintendent .....21	
Repudiation of Contract	
parties rights on .....39.1, 39.10	
Request (see also Direction)	
Requirement (see also Direction)	
Requirements of legislation .....11.1	
Responsibility	
of Contractor for subcontractors .....9.5	
for performance .....2.1	
Retention moneys (see Security)	
Risks	
excepted.....1, 14.3	
Royalties (see Intellectual property rights)	
Schedule of prices	
included in definition of schedule of rates .....1	
valuation of variations by .....36.4(c)	
Schedule of rates	
defined.....1	
generally .....2.3, 2.4, 2.5	
limits of accuracy of.....2.5(b), <i>Item</i> 11	
omitted items in.....2.5	
payment by .....2.1	
quantities in .....2.4	
valuation of variations .....36.4(c)	
Security (includes Retention moneys)	
change of .....5.3	
Contractor's ..... <i>Item</i> 13	
defined.....1	
form of.....5.1	
generally .....5	
include retention moneys.....1	
interest earned on .....5.5	
Principal's ..... <i>Item</i> 14	
provision of.....5.1, <i>Items</i> 13 & 14	
purpose of .....5.1	
recourse to .....5.2	
reduction of .....5.4, <i>Items</i> 13 & 14	
release of.....5.4	
return of .....5.4	
substitution of.....5.3	
time of lodgement of.....5.1, <i>Items</i> 13 & 14	
trust.....5.5	
unfixed plant and materials .....5.4	
upon frustration of the Contract.....40(c)	
Selected subcontract work	
defined.....1	
meaning.....9.3	
Selected subcontractor	
defined.....1	
meaning .....1, 9.3	



Clause	Clause
Separable portion(s)..... 4, Annexure Part A	substantial breach in giving
date for practical completion ..... 4(b)	possession of ..... 39.7(a), <i>Item</i> 31
defects liability ..... 35	Statutory requirements (see Legislative requirements)
defined..... 1	Subclause headings — effect..... 1(c)
directed by Superintendent..... 4	Subcontract work
liquidated damages ..... 4(c)	generally ..... 9
security in..... 4(c)	requiring approval ..... 9.2, <i>Item</i> 17
Service	Subcontractor
by certified mail..... 39.2, 39.7, 42.1	approval of..... 9.2
by fax ..... 7(b)(ii)	Contractor's responsibility for ..... 9.5
by hand ..... 39.2, 39.7, 42.1	novation of..... 9.4, <i>Item</i> 18
by post ..... 7(b)(iii)	removal of..... 22
by the Contractor on the Principal ..... 39.7, 39.11	selected ..... 9.3, 9.4, <i>Item</i> 18
by the Principal on the Contractor ..... 39.2, 39.11	terms of approval ..... 9.2
from or to the insurer ..... 19.3	when Contract frustrated ..... 40(b)
notification of latent conditions..... 25.1	Subcontractors' employees (see also Employees) ..... 23
of appointment of Superintendent ..... 1	control of ..... 23
of appointment of Superintendent's	insurance of ..... 18
Representative ..... 21	responsibility for ..... 9.5
of claims to the Superintendent ..... 41.1	Substantial breach..... 39.2, 39.7
of finding of minerals, fossils and relics ..... 24.3	Superintendent (see also Directions)
of notice of dispute ..... 42.1	address of..... <i>Item</i> 6
of notice(s) (see also Notices)..... 7	appointment of ..... 20
of potential (insurance) claims..... 19.4	appointment of Superintendent's representative ..... 21
of taking the work out of the hands	assessments by..... 3, 8.1, 11.2, 14.2, 24.3, 26.2,
of Contractor..... 39.4	26.3, 32, 33.4, 34.5, 39.6, 39.9, 41.3
of terminating the Contract..... 39.4, 39.9	certifications by ..... 12, 13, 19.2, 19.5, 27, 29.3, 34.7,
personal service ..... 7	34.8, 34.9, 35, 36.2, 37.2, 37.4,
Set-off	39.6, 39.9, 40(a), 41.3
by Principal ..... 37.2, 37.6	defined..... 1
election by Principal..... 37.2	directions of..... 20
generally..... 37.6	generally ..... 20
Setting out the Works	includes Superintendent's representative ..... 1
care of..... 26.3	named ..... <i>Item</i> 5
disturbance to ..... 26.3	notice to in relation to dispute ..... 42.1
errors in ..... 26.2	obligations of..... 20
generally..... 26	pricing by..... 3, 14.2, 25.3, 36.4
survey marks for ..... 26.1	to confirm oral directions ..... 20
Settlement	valuations by ..... 4
arbitration..... 42.3	Superintendent's representative ..... 1
notice of dispute..... 42.1	appointment of ..... 21
of disputes ..... 42.1	defined..... 1
Signal (see Survey mark)	functions of..... 21
Site	notice of appointment of..... 21(c)
access to by Principal, etc. .... 24.2	objection to appointment of..... 21(d)
access to by Superintendent..... 24.2	termination of appointment of ..... 21(c)
cleaning up..... 27	Survey mark
commencement of work on..... 24.1	care of ..... 26.3
defined..... 1	defined..... 1
delay in making available ..... 24.1	supply of ..... 26.1
generally ..... 24	Survey peg (see Survey mark)
latent conditions on ..... 25	
materials, delivery to ..... 24.1	
minerals, fossils, relics, etc. on ..... 24.3	
possession of ..... 24.1	

Clause	Clause
Suspension	for effecting insurance ..... 16, 17, 18
by the Contractor ..... 33.2, 39.9	for executing formal instrument of agreement ..... 6
by the Superintendent ..... 33.1	for final payment ..... 37.4
cost of ..... 33.4, 39.9	for granting an extension of time ..... 34.5
due to acts, etc. of Contractor ..... 33.1(a)	for lodging bill of quantities ..... 2.2(b), <i>Item</i> 10(c)
due to acts, etc. of Principal ..... 33.1(a)	for lodging security ..... 5.1, <i>Items</i> 13 & 14
effect of ..... 33.4	for making claims ..... 41
end of ..... 33.3	for notice of latent condition ..... 25.2
generally ..... 33	for notice of tests ..... 30.4
to comply with court order ..... 33.1(c)	for notice to show cause ..... 39.3, 39.8
Suspension of payment by Principal ..... 38.2, 39.4	for notification of claims ..... 41
Taking over of work by Principal ..... 39.5	for possession of Site ..... 24.1, <i>Item</i> 22
Temporary works	for practical completion ..... 34.1, <i>Item</i> 7
care of ..... 14.1	for progress claims ..... 37.1, <i>Item</i> 28
defined ..... 1	for progress payments ..... 37.2
insurance of ..... 16	for release of security or retention ..... 5.4
removal of ..... 27	for service of notices ..... 7
Tender (see Acceptance of tender)	for Superintendent to confirm oral direction ..... 20
date of acceptance, defined ..... 1	for Superintendent's direction
Termination of the Contract (see Default, Frustration)	about documents ..... 8.3, <i>Item</i> 16
by frustration ..... 40	for supply of construction program ..... 32
by the Contractor ..... 39.9, 39.10	for testing ..... 30.1
by the Principal ..... 39.4, 39.10	for urgent protection ..... 13
insolvency ..... 39.11	suspension of work ..... 33.1
rights of parties on ..... 39.10	variations after practical completion ..... 40.1
Test	Trademark or name (see Intellectual property right)
completion of ..... 30.6	Unconditional undertaking (see Security)
costs of ..... 30.7	approved form ..... Annexure Part C
covering up of work ..... 30.2	UNCITRAL Rules ..... <i>Items</i> 32(b), (c)
defined ..... 1	Unfixed plant and materials
delay in testing ..... 30.5	additional security for ..... 37.3(a), <i>Item</i> 13(e)
notice of ..... 30.4	generally ..... 37.3, <i>Item</i> 29
procedure if delayed ..... 30.5	labelled ..... 37.3(b)
results of ..... 30.6	payment for ..... 37.3
Superintendent may direct ..... 30.1	Principal's liability for ..... 37.3
who conducts ..... 30.3	security for ..... 5.4, 37.3, <i>Item</i> 13(e)
Tests (see definition of Practical completion)	stored and protected ..... 37.3(b)
Third party insurance	unencumbered property of Principal ..... 37.3
(see Public liability insurance) ..... 17	Unpaid moneys ..... 42.11
Time (see also EOT)	Urgent protection ..... 39
acceleration of work ..... 32, 34.4(b)	Urgent relief ..... 47.4
construction program ..... 32	Valuation
Contractor's float ..... 34.4(a)	of final payment claims ..... 37.4
defects liability period ..... 35, <i>Item</i> 27	of progress payment claims ..... 37.2
delay damages ..... 34.9	of variations ..... 36.4
for approval of Contractor's	Variation
drawings ..... 8.3(c), <i>Item</i> 16	character and extent of ..... 36.1
for arbitration ..... 42.2	cost of complying ..... 36.2
for carrying of work ..... 32	cost of proposed ..... 36.2
for claiming extensions of time ..... 34.3	deductions - valuing ..... 36.4
for cleaning up ..... 27	deemed ..... 2.5(b), 14.2, 25.3, 29.4
for completing WUC ..... 34.1	defined ..... 1
for doing any act ..... 1(b)	directing of ..... 36.1

Clause	Clause
direction by Principal ..... 36.1	WUC (work under the Contract)
direction by Superintendent ..... 36.1	acceleration of ..... 34.4
for convenience of Contractor ..... 36.3	care of ..... 14.1
generally ..... 36	damage to property other than ..... 15
indispensable ..... 36.1	defined ..... 1
meaning ..... 1, 36.1	delay to ..... 34.2, 34.3
measurements ..... 36.2	excepted risks ..... 14.3
notice of proposed ..... 36.2	insurance of property other than ..... 17
order of precedence in pricing ..... 36.4	novation relating to ..... 9.4, <i>Item</i> 18
pricing of ..... 36.4	order and time of carrying out ..... 32
proposed ..... 36.2	programing of ..... 32
quotation for ..... 36.2	progress of ..... 34.1
scope of ..... 36.1	recommencement of ..... 33.3
valuation of ..... 36.4	reinstatement of ..... 14.2
Wages	suspension of ..... 33
of workers ..... 38	urgent protection of ..... 13
Waiver of conditions	
generally ..... 43	
in writing ..... 43	
Winding up ..... 39.11	
Words — singular includes plural and	
vice versa ..... 1(d)	
Work (includes Materials)	
acceptance of defective work ..... 29.4	
care of ..... 14.1	
deemed variation as to defective work ..... 29.4	
defective ..... 29.3	
defined ..... 1	
examination and testing of ..... 30	
not complying with the Contract ..... 30.3	
order of work ..... 32	
outside working hours ..... 32	
progress of ..... 34	
quality of ..... 29.1	
remedial ..... 29.3, 35	
suspension of ..... 33	
testing of ..... 30	
times for work ..... 32	
under the Contract, defined (WUC) ..... 1	
variations (see Variations) ..... 36	
Work under the Contract (see WUC)	
Workers' compensation ..... 18	
Workers, payment of ..... 38	
Working days ..... 31	
Working hours ..... 31	
Works (see also care of WUC)	
defined ..... 1	
handing over ..... 24.1	
insurance of ..... 16	
setting out of ..... 26	

## AMENDMENT CONTROL SHEET

AS 4000—1997

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### Amendment No. 1 (1999)

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#### REVISED TEXT

*SUMMARY:* This Amendment applies to Clause 18.

Published on 5 August 1999.

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### Amendment No. 2 (2000)

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#### REVISED TEXT

*SUMMARY:* This Amendment applies to the Preface.

Published on 11 October 2000.

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### Amendment No. 3 (2005)

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#### REVISED TEXT

*SUMMARY:* This Amendment applies to Clause 32 (a) and (c) of Annexure Part A.

Published on 30 March 2005.

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WAVERLEY COUNCIL

# **Appendix 2**

## **Specification**



# 1. Scope of Works

## 1.1 Construction Works

Scope of works involve:

- Dilapidation report of private properties, extent to be confirmed by the successful contractor and Council representatives;
- Activities associated with shoring the existing soil condition;
- Activities associated with the demolition and construction of the project, including but not limited to, stormwater culvert, promenade surface, Children's Pool edge and stairs (3), kerb, gutter, lintel, etc.;
- Electrical upgrade works, including but not limited to, upgrade of existing electrical main switchboard, new pool pump that services the Children's Pool, handrail and balustrade lighting, etc.;
- Coordination with different parties and authorities for the works, including but not limited to, service authorities, such as Sydney Water, and Council
- Supply, salvage and install of all relevant hardscape and softscape, including but not limited to, benches, beach showers, handrails, pole top lighting, etc.;
- Working hours
  - Monday to Friday – 7 am to 5 pm
  - Saturday – 8 am to 1 pm (non-noisy works)

Please refer to the attached appendices for details and specifications of the proposed upgrade works.

## 1.2 Approvals Phase

The contractor must obtain all approvals, including but not limited to:

- Waverley Council
- Service providers e.g. Sydney Water, etc
- Any other approvals required for the works to commence

## 1.3 Documentation Package

The contractor is to submit all of the following before any construction works are to commence, including but not limited to:

- Pedestrian Traffic Management and Control Plans for every stage of the construction works
- Stage Specific Inspection Test Plan Schedules
- Site Specific Occupational Health and Safety Plan
- Quality Assurance Plan
- Site Specific Environmental Plan
- Safe Work Method Statements
- Road Occupancy Permits
- Detailed Construction Program
- Up-to-date Insurances
- Any other documentation deemed necessary by the Principal or reference with the Preliminaries Section of the appended Technical Specifications.



The submitted documentation will be reviewed by Council representative and any comments must be addressed by the Contractor with revised documentation.

Please refer to all attachments for further details and specifications of the proposed works.

## **2. Project Management**

The project will be managed by Senior Project Manager, Robert Sabato. The Contractor is expected to liaise with the project manager on a regular basis to provide progress reports. The Project Manager will facilitate and assist the contractor with the on-going development and delivery of the project and will help co-ordinate input by internal stakeholders and external community stakeholders. Contributing internal stakeholders will include Council's Civil Engineering Team, Open Space and Urban Design Teams. Consultation with internal stakeholders will take place in project meetings and site visits as required.

*END OF VOLUME 3 - SPECIFICATIONS*



WAVERLEY COUNCIL

## **Appendix 3**

**Fee Proposal**

FEE PROPOSAL SUMMARY

HIBERNIAN CONTRACTING PTY LTD

DESCRIPTION	FEE (EXCLUDING GST)
CULVERT B	\$ 3,933,243.00
KIDS POOL B	\$ 391,902.00
SEAWALL A	\$ 541,223.86
TOTAL	\$ 4,866,368.86

## 22088 - North Bondi Walkway

### 22088 CULVERT B

Code	Description	Quantity	UOM	Rate	SubTotal
	CULVERT / UPPER PROMENADE / STAIRS 1 & 3				
	<b>GENERAL</b>				
1.00	GENERAL SITE / RUNNING ITEMS		Head1		
1.01	Establishment on site of all site offices, facilities, plant, materials, notice boards, project signs, and preparation of dilapidation report, waste management plan, site management plan and pedestrian and traffic management plan - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 148,839.00	\$ 148,839.00
1.02	Survey & setout of all construction works including all services - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 81,774.00	\$ 81,774.00
1.03	Survey & locate existing services prior to the commencement of work - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 9,427.00	\$ 9,427.00
1.04	Allowance for geotechnical testing and classification - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 13,629.00	\$ 13,629.00
1.05	Contractors insurances - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 11,357.00	\$ 11,357.00
1.06	Work as executed documentation - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 9,086.00	\$ 9,086.00
1.07	Management, supervision and labour - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 229,421.00	\$ 229,421.00
1.08	<b>TOTAL GENERAL</b>				\$ 503,533.00
	<b>TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>				
2.00	TRAFFIC MANAGEMENT		Head1		
2.01	Pedestrian management - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 164,910.00	\$ 164,910.00
2.02	<b>TOTAL TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>				\$ 164,910.00
	<b>EROSION &amp; SEDIMENT CONTROL</b>				
3.00	EROSION & SEDIMENT CONTROL		Head1		
3.01	Provide and maintain temporary erosion and sedimentation control in accordance with contract requirement. - INCLUDES ITEMS FOR KIDS POOL & SEAWALL RAMP	1	item	\$ 135,296.00	\$ 135,296.00
3.02	<b>TOTAL EROSION &amp; SEDIMENT CONTROL</b>				\$ 135,296.00
	<b>DEMOLITION</b>				
	NOTES AND ITEMS		HEAD1		
4.01	Allow to visit the site to determine the full extent of Demolition work. - INCLUDED	1	item		
4.02	Allow to pay of all fees and costs in connection with the demolition work. - INCLUDED	1	item		

4.03	Allow to carry out site investigation and prepare demolition plan as specified. - INCLUDED	1	item		
	DEMOLITION		HEAD1		
4.04	Break up and remove reinforced concrete slab.	927	m2	\$ 68.01	\$ 63,045.27
4.05	Break up and remove suspended reinforced concrete slab.	195	m2	\$ 85.01	\$ 16,576.95
4.06	Break up and remove reinforced concrete wall and footing.	216	m2	\$ 85.01	\$ 18,362.16
4.07	Cut out and remove balustrades.	77	m	\$ 36.14	\$ 2,782.78
4.08	Allowance for miscellaneous demolition works.	1	item	\$ 7,212.00	\$ 7,212.00
4.09	Clean out and level base of existing culvert.	1	item	\$ 28,573.00	\$ 28,573.00
4.10	Allowance to maintain existing stormwater flow including temporary diversions during works.	1	item	\$ 9,313.00	\$ 9,313.00
	Stairs		Head1		
4.11	Break up and remove concrete steps.	14	m3	\$ 347.00	\$ 4,858.00
4.12	Take out and remove existing balustrade. - INCL IN ITEM 4.07	17	m	\$ -	\$ -
	<b>TOTAL DEMOLITION</b>				<b>\$ 150,724.00</b>
<b>5.00</b>	<b>EXCAVATION</b>				
	NOTES AND ITEMS		HEAD1		
5.01	Allow for stockpile sand for re-use.	1	item	\$ 36,344.00	\$ 36,344.00
5.02	Allow to planking and strutting.	1	item	\$ 23,169.00	\$ 23,169.00
5.03	Allow for dewatering.	1	item	\$ 32,482.00	\$ 32,482.00
	BULK EXCAVATION		HEAD1		
5.04	Allow for clear out of spill over material.	1	item	\$ 84,853.00	\$ 84,853.00
	SURFACE PREPARATION		HEAD1		
5.05	Trim and prep works to existing face and footing base to allow for new works.	195	m2	\$ 110.76	\$ 21,598.20
	DETAIL EXCAVATION in material as found		HEAD1		
5.06	Excavate trench for culvert wall footing in rock 300mm deep.	26	m3	\$ 946.96	\$ 24,620.96
5.07	Allowance for excavation in rock as required to allow for new stairs. - INCL IN ITEM 5.06	1	item	\$ -	\$ -
	BACK FILLING TO MAKE UP LEVELS		HEAD1		
5.08	Back filling to make up levels with approved imported fill material including compacting.	372	m3	\$ 295.00	\$ 109,740.00
	SUB-BASE AND BLINDING		HEAD1		
5.09	150mm Compacted sub-base laid on sub-grade (promenade slab).	732	m2	\$ 51.52	\$ 37,712.64
5.10	<b>TOTAL EXCAVATION</b>				<b>\$ 370,520.00</b>
<b>6.00</b>	<b>CONCRETE</b>				
	NOTES AND ITEMS		HEAD1		
6.01	Allow for concrete pump setup (min charge)	1	item	\$ 82,682.00	\$ 82,682.00
6.02	Allow for cleaning pump lines and disposing of waste concrete.	1	item	\$ 28,110.00	\$ 28,110.00
6.03	Allow for taking samples, testing and reporting.	1	item	\$ 23,851.00	\$ 23,851.00
6.04	Allow for curing all surfaces.	1	item	\$ 22,715.00	\$ 22,715.00
	50Mpa Marine mix concrete.		HEAD1		

6.05	180mm Concrete slab on ground and thickenings including S.S. SL82 mesh reinforcement, joints and finish. (Upper Promenade Type-CP1) - BLACK MESH	732	m2	\$ 289.05	\$ 211,584.60
6.06	180mm Concrete slab on ground and thickenings including S.S. SL82 reinforcement, joints and finish. (Upper Promenade over Culvert Type-CP2)	261	m2	\$ 247.21	\$ 64,521.81
6.07	Extra over for forming falls to showers. - INCL IN ITEM 6.05	3	no	\$ -	\$ -
6.08	Approx. 2100mm wide external stair and landing including reinforcement, formwork topping and stair nosing. (Stair 2)	3	m/r	\$ 16,526.00	\$ 49,578.00
6.09	Wood trowel surface of stair tread. - INCL IN 6.08	30	m	\$ -	\$ -
6.10	Tooled edge to form 5mm arris to stair treads and risers. - INCL IN 6.08	54	m	\$ -	\$ -
	60Mpa Marine mix concrete.		HEAD1		
6.11	Concrete retaining wall with splayed face (250 - 525mm thick) with attached footing including S.S. reinforcement and formwork.	1	Item	\$ 27,016.00	\$ 27,016.00
6.12	Approx. 4200mm wide external stair and landing including reinforcement, formwork topping and stair nosing. (Stair 1)	3	m/r	\$ 12,507.00	\$ 37,521.00
6.13	Wood trowel surface of stair tread. - INCL IN ITEM 6.12	59	m	\$ -	\$ -
6.14	Tooled edge to form 5mm arris to stair treads and risers. - INCL IN ITEM 6.12	122	m	\$ -	\$ -
	DOWEL BAR		HEAD1		
6.15	16mm S.S. dowel 300mm long drilled and epoxy grouted 150mm into existing sea wall at 1500mm c/c spacing.	1	Item	\$ 15,333.00	\$ 15,333.00
	AGRICULTURE DRAINS		HEAD1		
6.16	150mm Dia. agricultural drain wrapped in filter fabric including excavation and backfilling with porous material.	90	m	\$ 475.50	\$ 42,795.00
	PRE-CAST CAPPING BEAM		HEAD1		
6.17	375 x 250mm Precast capping beam.	81	m	\$ 1,598.45	\$ 129,474.45
6.18	20mm S.S. dowel 400mm long drilled and epoxy grouted 150mm into new sea wall at 1600mm c/c spacing.	56	no	\$ 273.80	\$ 15,332.80
6.19	<b>TOTAL CONCRETE</b>				<b>\$ 750,515.00</b>
<b>7.00</b>	<b>METALWORK</b>				
	BALUSTRADES AND HANDRAILS		HEAD1		
7.01	1000mm Marine grade S.S. balustrade fixed to concrete. (Ramps)	85	m	\$ 2,052.29	\$ 174,444.65
7.02	1000mm Marine grade S.S. balustrade fixed to concrete. (New Seawall)	37	m	\$ 1,803.56	\$ 66,731.72
7.03	1000mm Marine grade S.S. balustrade fixed to concrete. (Upper Promenade - Culvert Length)	90	m	\$ 1,803.56	\$ 162,320.40
7.04	1000mm Marine grade S.S. balustrade fixed to concrete. (Stair 1)	14	m	\$ 2,052.30	\$ 28,732.20
7.05	1000mm Marine grade S.S. balustrade with double handrail fixed to concrete. (Stair 1)	6	m	\$ 2,052.30	\$ 12,313.80
7.06	1000mm Marine grade S.S. balustrade fixed to concrete. (Stair 3)	12	m	\$ 2,052.30	\$ 24,627.60
	TACTILE FLOOR INDICATORS		HEAD1		

7.07	S.S. Tactile floor buttons laid on concrete. (Ramp)	3	m2	\$ 984.00	\$ 2,952.00
7.08	S.S. Tactile floor buttons laid on concrete. (Stair 1)	6	m2	\$ 984.30	\$ 5,905.80
7.09	S.S. Tactile floor buttons laid on concrete. (Stair 3)	3	m2	\$ 984.00	\$ 2,952.00
	SIGNAGE		HEAD1		
7.10	Allow for statutory signage.	1	item	\$ 7,382.00	\$ 7,382.00
	RUBBISH BINS		Head1		
7.11	S.S. Bin fixed to slab.	4	no	\$ 3,407.00	\$ 13,628.00
	BIKE RACKS		Head1		
7.12	Hot Dip Galvanised bike rack fixed to slab.	8	no	\$ 2,101.10	\$ 16,808.80
	BOLLARDS		Head1		
7.13	Removeable bollard.	7	no	\$ 2,839.40	\$ 19,875.80
7.14	<b>TOTAL METALWORK</b>				<b>\$ 538,675.00</b>
<b>8.00</b>	<b>ELECTRICAL SERVICES</b>				
	ELECTRICAL SERVICES		Head1		
	DEMOLITION		Head2		
8.01	Allow for removing redundant services and miscellaneous demolition.	1	item	\$ 9,597.00	\$ 9,597.00
	POWER		Head2		
8.02	Allow for new MSB installed in existing location including connections and removing existing.	1	item	\$ 62,466.00	\$ 62,466.00
8.03	Allow for new event power bollard.	1	item	\$ 6,247.00	\$ 6,247.00
8.04	1 No. 50mm HD Communications conduit laid to trench including cabling, excavation and backfilling.	139	m	\$ 107.90	\$ 14,998.10
8.05	2 No. 50mm HD Electrical conduits laid to trench including cabling, excavation and backfilling.	26	m	\$ 107.90	\$ 2,805.40
8.06	2 No. 80mm HD Electrical conduits laid to trench including cabling, excavation and backfilling.	229	m	\$ 107.90	\$ 24,709.10
8.07	Extra over for heavy duty cable pit.	3	no	\$ 4,543.00	\$ 13,629.00
8.08	Extra over for repairiong existing cable pit.	1	no	\$ 2,726.00	\$ 2,726.00
	LIGHTING		Head2		
8.09	RMT320 43W Dual sided post top luminaire with a 5.0m pole complete with footing.	9	no	\$ 7,193.00	\$ 64,737.00
8.10	Puck lighting IP66/IK10 Handrail lighting.	145	m	\$ 732.36	\$ 106,192.20
8.11	Kurv-y White light mosaic light fixed to wall.	43	m	\$ 435.81	\$ 18,739.83
	BWIC		Head1		
8.12	Allow for builders work in connection.	1	item	\$ 23,851.00	\$ 23,851.00
8.13	<b>TOTAL ELECTRICAL SERVICES</b>				<b>\$ 350,698.00</b>
<b>9.00</b>	<b>HYDRAULIC SERVICES</b>				
	STORMWATER DRAINAGE		HEAD1		
9.01	Allow for adjustmenst to existing lines to suit new works.	1	item	\$ 22,715.00	\$ 22,715.00
	POTABLE WATER		HEAD1		
9.02	Potable water to showers and bubbler.	50	m	\$ 107.90	\$ 5,395.00
9.03	Allow for bubble with dog bowel and secure tap w. key.	1	no	\$ 5,111.00	\$ 5,111.00
9.04	Allow for beach shower.	3	no	\$ 6,814.00	\$ 20,442.00
9.05	<b>TOTAL HYDRAULIC SERVICES</b>				<b>\$ 53,663.00</b>
<b>10.00</b>	<b>CULVERTS</b>				
	CULVERT WORKS		HEAD1		

10.01	Cut / remove spoil to form batter.	123	m3	\$ 271.60	\$ 33,406.80
10.02	Allow for temporary shotcrete barrier to face of batter. - TBC onsite - Hib will provide 3 quotes to council on the off-chance it's required	310	m2	\$ -	\$ -
10.03	Allow for temporary rock anchors - if required. (allowed 2 rows @ 2m c/c) - TBC onsite - Hib will provide 3 quotes to council on the off-chance it's required	94	no	\$ -	\$ -
10.04	Culvert connection to existing entry point near stairs	1	item	\$ 28,627.00	\$ 28,627.00
10.05	Culvert connection to open culvert including stitch base slab, precast headwall and balustrade - NOTE: INCLUDES CULVERT GATES	1	item	\$ 49,128.00	\$ 49,128.00
10.06	275mm Concrete culvert wall including S.S. reinforcement and formwork.	397	m2	\$ 1,172.26	\$ 465,387.22
10.07	275mm Concrete culvert ceiling including S.S. reinforcement and formwork.	235	m2	\$ 989.39	\$ 232,506.65
10.08	20mm S.S. dowel 400mm long drilled and epoxy grouted 150mm into new sea wall at 1600mm c/c spacing.	60	no	\$ 356.81	\$ 21,408.60
10.09	100mm Mass concrete slab to culvert base.	235	m2	\$ 218.09	\$ 51,251.15
10.10	<b>TOTAL CULVERTS</b>				<b>\$ 881,716.00</b>
	<b>BIN STORE</b>				
	Allow to strip existing park / turf to required levels.	1	item	\$ 1,088.00	\$ 1,088.00
	150mm Concrete slab on ground and attached thickenings finished to falls and crossfalls including reinforcement, joints and finish.	16	m2	\$ 609.80	\$ 9,756.80
	Allow for low height retaining wall.	17	m2	\$ 1,302.80	\$ 22,147.60
	<b>TOTAL BIN STORE</b>				<b>\$ 32,993.00</b>
	Subtotal				
	BUILDERS OVERHEAD & PROFIT - INCLUDED IN ABOVE RATES				\$ -
	Subtotal				
	CONTINGENCY - REASONABLE CONTINGENCY IS INCLUDED IN ABOVE RATES				\$ -
	<b>TOTAL FOR BUILDING</b>				<b>\$ 3,933,243.00</b>



# 22088 - North Bondi Walkway

## 22088 KIDS POOL B

Code	Description	Quantity	UOM	Rate	SubTotal
<b>17.00</b>	<b>GENERAL</b>				
	GENERAL SITE / RUNNING ITEMS		Head1		
17.01	Establishment on site of all site offices, facilities, plant, materials, notice boards, project signs, and preparation of dilapidation report, waste management plan, site management plan and pedestrian and traffic management plan - INCL IN ITEM 1.01	1	item	\$ -	\$ -
17.02	Survey & setout of all construction works including all services - INCL IN ITEM 1.02	1	item	\$ -	\$ -
17.03	Survey & locate existing services prior to the commencement of work - INCL IN ITEM 1.03	1	item	\$ -	\$ -
17.04	Allowance for geotechnical testing and classification - INCL IN ITEM 1.04	1	item	\$ -	\$ -
17.05	Contractors insurances - INCL IN ITEM 1.05	1	item	\$ -	\$ -
17.06	Work as executed documentation - INCL IN ITEM 1.06	1	item	\$ -	\$ -
17.07	Management, supervision and labour - INCL IN ITEM 1.07	1	item	\$ -	\$ -
17.08	<b>TOTAL GENERAL</b>				\$ -
<b>18.00</b>	<b>TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>				
	TRAFFIC MANAGEMENT		Head1		
18.01	Pedestrian management - INCL IN ITEM 2.01	1	item	\$ -	\$ -
18.02	<b>TOTAL TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>				\$ -
<b>19.00</b>	<b>EROSION &amp; SEDIMENT CONTROL</b>				
	EROSION & SEDIMENT CONTROL		Head1		
19.01	Provide and maintain temporary erosion and sedimentation control in accordance with contract requirement. - INCL IN ITEM 3.00	1	item	\$ -	\$ -
19.02	<b>TOTAL EROSION &amp; SEDIMENT CONTROL</b>				\$ -
<b>20.00</b>	<b>STAIRCASES</b>				
	DEMOLITION		Head1		
20.01	Break up and remove concrete steps.	43	m3	\$ 356.02	\$ 15,308.86
20.02	Take out and remove existing balustrade.	34	m	\$ 26.72	\$ 908.48
	EXCAVATION		Head1		
20.03	Allowance for excavation in rock as required.	1	item	\$ 3,634.00	\$ 3,634.00
	CONCRETE		Head1		
	50MPa CONCRETE		Head2		
20.04	400 x 250mm Strip/beam footing including reinforcement and formwork.	8	m	\$ 727.70	\$ 5,821.60
20.05	225mm Concrete wall including reinforcement and formwork.	10	m2	\$ 967.90	\$ 9,679.00
20.06	160mm Concrete landing slab on ground and attached thickenings finished to falls and crossfalls including reinforcement, joints and finish.	11	m2	\$ 545.40	\$ 5,999.40

20.07	Approx. 1400mm wide external stair and landing including reinforcement, formwork topping and stair nosing.	2	m/r	\$ 2,379.00	\$ 4,758.00
20.08	Approx. 2300mm wide external stair and landing including reinforcement, formwork topping and stair nosing.	3	m/r	\$ 3,171.00	\$ 9,513.00
20.09	Wood trowel surface of stair tread. - INCL IN ITEM 20.08	39	m	\$ -	\$ -
20.10	Tooled edge to form 5mm arris to stair treads and risers. - INCL IN ITEM 20.09	39	m	\$ -	\$ -
	METALWORK		Head1		
20.11	S.S. Raking balustrade fixed to concrete. (Stair 2)	10	m	\$ 2,052.30	\$ 20,523.00
20.12	S.S. Raking balustrade and handrail fixed to concrete. (Stair 2)	13	m	\$ 2,052.30	\$ 26,679.90
	TACTILE FLOOR INDICATORS		HEAD1		
20.13	S.S. Tactile floor buttons laid on concrete. (Stair 2)	4	m2	\$ 738.00	\$ 2,952.00
20.14	<b>TOTAL STAIRCASES</b>				<b>\$ 105,778.00</b>
<b>21.00</b>	<b>LOWER PROMEDADE</b>				
	DEMOLITION		Head1		
	NOTES AND ITEMS		Head2		
21.01	Allow to visit the site to determine the full extent of Demolition work. - INCL IN ITEM 4.01	1	item		
21.02	Allow to pay of all fees and costs in connection with the demolition work. - INCL IN ITEM 4.02	1	item		
21.03	Allow to carry out site investigation and prepare demolition plan. - INCL IN ITEM 4.03		item		
	DEMOLITION		Head2		
21.04	Break up and remove reinforced concrete slab.	134	m2	\$ 136.06	\$ 18,232.04
21.05	Excavate to reduced level for sub-base.	134	m2	\$ 28.65	\$ 3,839.10
	CONCRETE PAVING		Head1		
	SUB-BASE		Head2		
21.06	100mm Min. DGS20 basecourse.	134	m2	\$ 76.57	\$ 10,260.38
	50MPa CONCRETE		Head2		
21.07	125mm Concrete slab on ground and attached thickenings finished to falls and crossfalls including reinforcement, joints and finish.	134	m2	\$ 281.64	\$ 37,739.76
	BENCH SEAT		Head1		
	50MPa CONCRETE		Head2		
21.08	1200 x 414 x 555mm Wide (Overall) precast concrete bench seat fixed to existing concrete. - INCL IN 21.09	1	no	\$ -	\$ -
21.09	2000 x 414 x 555mm Wide (Overall) precast concrete bench seat fixed to existing concrete.	19	no	\$ 3,885.40	\$ 73,822.60
21.10	Stainless steel armrest fixed to pre-cast seat.	9	no	\$ 1,325.00	\$ 11,925.00
21.11	20mm S.S. dowel 200mm long drilled and epoxy grouted 100m into existing concrete including grouting.	38	no	\$ 201.74	\$ 7,666.12
21.12	<b>TOTAL LOWER PROMEDADE</b>				<b>\$ 163,485.00</b>
<b>22.00</b>	<b>POOL EDGE STAIRS</b>				

	STAIR RECTIFICATION		Head1		
22.01	Allow for rectifying existing pool access stairs as required. (Surface area Msd.)	72	m2	\$ 257.99	\$ 18,575.28
22.02	<b>TOTAL POOL EDGE STAIRS</b>				<b>\$ 18,576.00</b>
23.00	<b>POOL EDGE WALL</b>				
	DEMOLITION		Head1		
	NOTES AND ITEMS		Head2		
23.01	Allow to visit the site to determine the full extent of Demolition work. - INCL IN ITEM 4.01	1	item		
23.02	Allow to pay of all fees and costs in connection with the demolition work. - INCL IN ITEM 4.02	1	item		
23.03	Allow to carry out site investigation and prepare demolition plan. - INCL IN ITEM 4.03		item		
	DEMOLITION		Head2		
23.04	Break up and remove reinforced concrete wall.	5	m3	\$ 1,771.80	\$ 8,859.00
23.05	Saw cutting to existing concrete wall 300mm deep.	42	m	\$ 20.82	\$ 874.44
23.06	Scabble back surface of concrete wall. - INCL IN ITEM 23.04	15	m2	\$ -	\$ -
23.07	Take down and remove existing handrail. - INCL IN ITEM 23.04	49	m	\$ -	\$ -
	CONCRETE		Head1		
	NOTES AND ITEMS		Head2		
23.08	Allow for taking samples, testing and reporting. - INCL IN ITEM 6.03	1	item	\$ -	\$ -
23.09	Allow for curing all surfaces. - INCL IN ITEM 6.04	1	item		
23.10	Allow for concrete pump setup (min charge) - INCL IN ITEM 6.01	1	item	\$ -	\$ -
23.11	Allow for cleaning pump lines and disposing of waste concrete. - INCL IN ITEM 6.02	1	item	\$ -	\$ -
	50MPa CONCRETE		Head2		
23.12	300mm Concrete capping to wall.	5	m3	\$ 14,719.20	\$ 73,596.00
23.13	Wood trowel surface finish to top of wall. - INCL IN ITEM 23.12	15	m2	\$ -	\$ -
23.14	Tooled edge to form 5mm arris to wall. - INCL IN ITEM 23.12	98	m	\$ -	\$ -
	CLASS 2 FORMWORK		Head2		
23.15	Face of wall. - INCL IN ITEM 23.12	22	m2	\$ -	\$ -
23.16	Face of wall c.o.p. - INCL IN ITEM 23.12	9	m2	\$ -	\$ -
	REINFORCEMENT		Head2		
23.17	Stainless Steel		Head3		
23.18	20mm S.S. dowel 400mm long drilled and epoxy grouted 260m into existing concrete.	50	no	\$ 178.88	\$ 8,944.00
	METALWORK		Head1		
23.19	1000mm S.S. Post and rope to match existiong fixed to concrete hob.	50	m	\$ 215.79	\$ 10,789.50
23.20	<b>TOTAL POOL EDGE WALL</b>				<b>\$ 103,063.00</b>
24.00	Subtotal				
25.00	BUILDERS OVERHEADS & MARGIN INCLUDED IN ABOVE RATES				\$ -
26.00	Subtotal				

27.00	CONTINGENCY - REASONABLE CONTINGENCY IS INCLUDED IN ABOVE RATES				\$ -
28.00	Subtotal				
	<b>LIMITED WORK HOURS AVAILABILITY</b>				
	NOTES		Head1		
29.00	Assume 25% unproductive labour time to accomodate tide. Assume 40/60 labour material. - INCLUDED IN ABOVE RATES	0 item		\$ -	\$ -
	<b>TOTAL LIMITED WORK HOURS AVAILABILITY- INCLUDED IN ABOVE RATES</b>				\$ -
30.00	<b>TOTAL FOR BUILDING</b>				\$ 390,902.00

**22088 - North Bondi Walkway  
22088 SEAWALL A**

Code	Description	Quantity	UOM	Rate	SubTotal
	SEWALL & RAMP				
	<b>GENERAL</b>				
31.00	GENERAL SITE / RUNNING ITEMS		Head1		
	Assumed construction period of 9 weeks used for estimating purposes.		note		
31.01	Establishment on site of all site offices, facilities, plant, materials, notice boards, project signs, and preparation of dilapidation report, waste management plan, site management plan and pedestrian and traffic management plan - INCL IN ITEM 1.01	1.00	item		
31.02	Survey & setout of all construction works including all services - INCL IN ITEM 1.02	1.00	item		
31.03	Survey & locate existing services prior to the commencement of work - INCL IN ITEM 1.03	1.00	item		
31.04	Allowance for geotechnical testing and classification - INCL IN ITEM 1.04	1.00	item		
31.05	Contractors insurances - INCL IN ITEM 1.05	1.00	item		
31.06	Work as executed documentation - INCL IN ITEM 1.06	1.00	item		
31.07	Management, supervision and labour - INCL IN ITEM 1.07	1.00	item		
31.08	<b>TOTAL GENERAL</b>			\$	-
32.00	<b>TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>				
	TRAFFIC MANAGEMENT		Head1		
32.01	Pedestrian management - INCL IN ITEM 2.01	1.00	item		
32.02	<b>TOTAL TRAFFIC &amp; PEDESTRIAN MANAGEMENT</b>			\$	-
	<b>EROSION &amp; SEDIMENT CONTROL</b>				
33.00	EROSION & SEDIMENT CONTROL		Head1		
33.01	Provide and maintain temporary erosion and sedimentation control in accordance with contract requirement. - INCL IN ITEM 3.00	1.00	item		
33.02	<b>TOTAL EROSION &amp; SEDIMENT CONTROL</b>			\$	-
34.00	<b>DEMOLITION</b>				
	NOTES AND ITEMS		HEAD1		
34.01	Allow to visit the site to determine the full extent of Demolition work. - INCL	1.00	item		
34.02	Allow to pay of all fees and costs in connection with the demolition work. - INCL	1.00	item		
34.03	Allow to carry out site investigation and prepare demolition plan as specified. - INCL	1.00	item		
	DEMOLITION		HEAD1		
34.04	Break up and remove reinforced concrete slab and kerb.	56.00	m2	\$ 196.35	\$ 10,995.60
34.05	Cut out and remove s.s balustrades.	72.00	m	\$ 19.72	\$ 1,419.84
34.06	<b>TOTAL DEMOLITION</b>			\$	12,415.44

<b>35.00</b>	<b>EXCAVATION</b>				
	NOTES AND ITEMS		HEAD1		
	Allow for keeping excavations free from rain and percolating water by pumping or by other means deemed necessary as specified. - INCL	1.00	item		
35.01	Allow for stockpile sand for re-use. - INCL	1.00	item		
35.02	Allow to planking and strutting. - INCL	1.00	item		
35.03	Allow for dewatering.	1.00	item	\$ 11,244.00	\$ 11,244.00
35.04	BULK EXCAVATION		HEAD1		\$ -
	Bulk excavation in sand to receive concrete wall.	94.00	m3	\$ 154.65	\$ 14,537.10
35.05	DETAIL EXCAVATION in material as found		HEAD1		\$ -
	Excavate trench for retaining wall footing in rock 300mm deep.	43.00	m3	\$ 575.25	\$ 24,735.75
35.06	BACK FILLING TO MAKE UP LEVELS		HEAD1		\$ -
	Back filling to make up levels with approved imported fill material including compacting.	242.00	m3	\$ 255.49	\$ 61,828.58
35.07	SUB-BASE AND BLINDING		HEAD1		\$ -
	150mm Compacted sub-base laid on sub-grade (ramp slab).	146.00	m2	\$ 72.74	\$ 10,620.04
35.08	SURFACE PREPARATION		HEAD1		\$ -
	Allow for alteration existing top level to suit new ramp.	55.00	m2	\$ 128.03	\$ 7,041.65
35.09	TOTAL EXCAVATION				\$ 130,007.12
35.10					\$ -
<b>36.00</b>	<b>CONCRETE</b>				\$ -
	NOTES AND ITEMS		HEAD1		\$ -
	Allow for concrete pump setup (min charge) - INCL	1.00	item		\$ -
36.01	Allow for cleaning pump lines and disposing of waste concrete. - INCL	1.00	item		\$ -
36.02	Allow for taking samples, testing and reporting. - INCL		item		\$ -
36.03	Allow for curing all surfaces. - INCL		item		\$ -
36.04	50Mpa Marine mix concrete.		HEAD1		\$ -
	125mm Concrete ramp slab on ground and thickenings including S.S. reinforcement, joints and finish.	144.00	m2	\$ 410.31	\$ 59,084.64
36.05	Allow for wood trowel surface finish to ramp. - INCL IN ITEM 36.05	144.00	m2		\$ -
36.06	60Mpa Marine mix concrete.		HEAD1		\$ -
	Concrete retaining wall with splayed face (250 - 525mm thick) with attached footing including S.S. reinforcement and formwork.	220.00	m2	\$ 949.84	\$ 208,964.80
36.07	DOWEL BAR		HEAD1		\$ -
	16mm S.S. dowel 300mm long drilled and epoxy grouted 150mm into existing sea wall at 1500mm c/c spacing.	26.00	no	\$ 294.86	\$ 7,666.36
36.08	AGRICULTURE DRAINS		HEAD1		\$ -
	150mm Dia. agricultural drain wrapped in filter fabric including excavation and backfilling with porous material.	115.00	m	\$ 107.90	\$ 12,408.50
36.09	PRE-CAST CAPPING BEAM		HEAD1		\$ -
	375 x 250mm Precast capping beam.	42.00	m	\$ 2,312.05	\$ 97,106.10
36.10	20mm S.S. dowel 400mm long drilled and epoxy grouted 150mm into new sea wall at 1600mm c/c spacing.	23.00	no	\$ 333.30	\$ 7,665.90
36.11	TOTAL CONCRETE				\$ 392,896.30
36.12					

37.00	<b>METALWORK</b>				
	BALUSTRADES AND HANDRAILS		HEAD1		
37.01	1000mm Marine grade S.S. balustrade fixed to concrete. (Ramps) - ALREADY INCL IN ITEM 7.01	85.00	m		
37.02	1000mm Marine grade S.S. balustrade fixed to concrete. (New Seawall) - ALREADY INCL IN ITEM 7.02	37.00	m		
	TACTILE FLOOR INDICATORS		HEAD1		
37.03	S.S. Tactile floor buttons laid on concrete. (Ramp)	3.00	m2	\$ 984.00	\$ 2,952.00
	SIGNAGE		HEAD1		
37.04	Allow for statutory signage.	1.00	item	\$ 2,953.00	\$ 2,953.00
37.05	<b>TOTAL METALWORK</b>				<b>\$ 5,905.00</b>
38.00	Subtotal				
39.00	BUILDERS OVERHEAD & PROFIT - INCL IN ABOVE RATES				\$ -
40.00	Subtotal				
41.00	CONTINGENCY - REASONABLE AMOUNT OF CONTINGENCY IS INCLUDED IN ABOVE RATES				\$ -
42.00	<b>TOTAL FOR BUILDING</b>				<b>\$ 541,223.86</b>



WAVERLEY COUNCIL

## **Appendix 4**

### **Schedule of Rates**



<b>DISPOSAL</b>		
VENM	Ton	\$65.00
ENM	Ton	\$105.00
GSW Clean	Ton	\$280.00
Green Waste	Ton	\$280.00
Asbestos	Ton	\$350.00
<b>RATES FOR ADDITIONAL WORKS</b>		
Site Fencing (1.8 ATF)	L/m	\$2.00
Asphalt Road	L/m	\$450.00
Sandstone Unit Paving	L/m	\$590.56
Garden edging	L/m	\$15.00
Sandstone kerb	L/m	\$400.00
Concrete kerb	L/m	\$450.00
Saw cutting of 300 wide x 300 deep vertical slots at 900 centres on each exposed sandstone face of the excavation	each	\$160.00
Filling with mass concrete to the underside of the footing	m3	\$450.00
Concrete piles	l/m	\$1,885.00
Ground / Rock Anchors	each	TBC-QTY DEPENDANT
Underpinning	m3	TBC-QTY DEPENDANT-HANDDIGGING
Rock anchoring	each	\$3,500.00
Excavation in rock	m <sup>3</sup>	\$750.00
Fully grouted 24mm M316 stainless steel rock bolts, with nuts plates and washers, minimum 3m length and 1m length increments up to 7m	each	TBC-QTY DEPENDANT-HANDDIGGING
Reinforced shotcrete (minimum 0.1m thick) with one layer of SL41 mesh and strip drains at 1m centres	m2	TBC-QTY DEPENDANT-HANDDIGGING
N16- 400 galavnised starter barrsset in chemset Reo 502	each	\$95.00
Drill Test Holes at least 1m deep	each	\$1,500.00
Free draining gravel	m <sup>3</sup>	\$110.00
Stainless steel ties - 316	each	\$95.00
<b>HIRE FEES</b>		
Backhoe	Day	\$480.00
Bobcat	Day	\$435.00
5t Excavator	Day	\$455.00
10t Excavator	Day	\$565.00
15T Excavator	Day	\$600.00
Site Compound	Week	\$2,000.00
Rented Formwork	Week	\$5,000.00
<b>LABOUR RATE - PROJECT MANAGER</b>		
LABOUR RATE - PROJECT MANAGER	PER/HOUR	\$95.00
LABOUR RATE - FOREMAN	PER/HOUR	\$90.00
LABOUR RATE - LEADING HAND	PER/HOUR	\$85.00
LABOUR RATE - TRADESPERSON	PER/HOUR	\$95.00
LABOUR RATE - LABOUR	PER/HOUR	\$69.00
LABOUR RATE - SUBCONTRACTED TRADESPERSON	PER/HOUR	\$120.00
LABOUR RATE - SURVEYOR	PER/HOUR	\$265.00



WAVERLEY COUNCIL

## **Appendix 5**

**Departures, Clarifications and Assumptions**

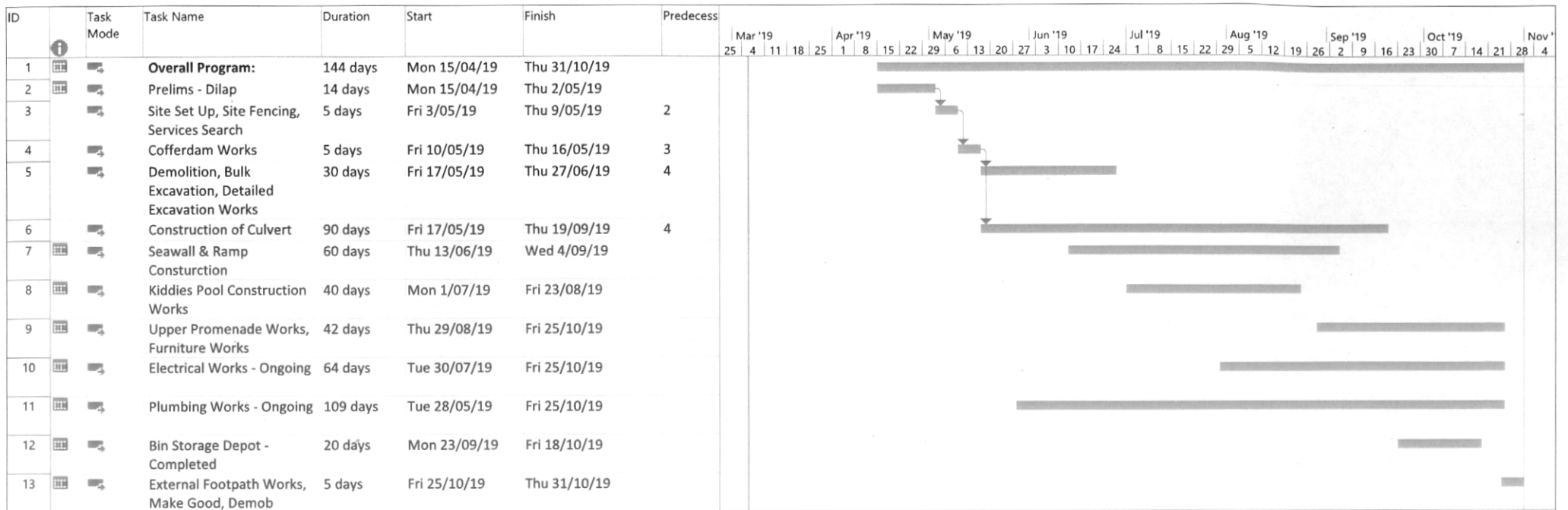
Reference No.	Description of Departure, Clarification, or Assumption	Proposed Variances (if applicable)
1	Removal of contaminated waste or non-recyclable material is excluded.	Removal of these items charged at the rate as supplied in Appendix 4 – Schedule of Rates
2	Diverting, removing or working on assets other than Council owned is excluded.	-
3	RMS Approved Recycled DGB to be used as backfill	-
4	Due to site being controlled by tides and swells	12 – 24 hours as notice period for site inspection / witness point



WAVERLEY COUNCIL

# **Appendix 6**

Program



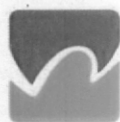
Project: Tender Program - Bond Date: Wed 6/03/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



WAVERLEY COUNCIL

## **Appendix 7**

### **List of Applicable Documents**



## WAVERLEY COUNCIL

### SPECIFICATIONS AND REPORTS

CONSULTANTS	TITLE	REVISION	DATE
Cardno	Civil Works Specification North Bondi Civil Infrastructure Asset Renewal	A – Issue for Review	17 January 2019
Cardno	Design Report North Bondi Civil Infrastructure Asset Renewal	2 – 100% Detailed Design	31 January 2019
Cardno	Safety in Design North Bondi Civil Infrastructure Asset Renewal	1 – 100% Detailed Design issue	30 January 2019
Cardno	Hold / Witness Points Schedule	DRAFT	31 January 2019
Cardno	Various Specifications	Various	Various
Cardno	Review of Environmental Factors North Bondi Civil Infrastructure Asset Renewal	2 - Final	08 February 2019
Waverley Council	Concrete Finishes Schedule	Addendum 04	14 February 2019
Waverley Council	Furniture Schedule	Addendum 04	14 February 2019
International Conservation Services	Conservation Report North Bondi Mosaic North Bondi Beach, Sydney	Addendum 06	15 February 2019

## **DRAWINGS**

### **CARDNO**

NORTH BONDI CIVIL INFRASTRUCTURE ASSET RENEWAL

NORTH BONDI BEACH

SCHEDULE OF DRAWINGS

ISSUE 4 DATED 20 February 2019

<b>SHEET</b>	<b>TITLE</b>
80019042-G-1000	COVER SHEET
80019042-G-1001	GENERAL NOTES STRUCTURAL
80019042-G-1002	GENERAL NOTES CIVIL
80019042-G-1010	KEY PLAN
80019042-G-2000	GENERAL ARRANGEMENT PLAN
80019042-G-2001	ELEVATION – PROMENADE
80019042-G-2002	LONGITUDINAL SECTION & SETOUT TABLES MC10, MC20 & MC30
80019042-G-2003	PAVEMENT JOINTING DETAILS
80019042-G-2004	PAVEMENT JOINTING PLAN SHEET 1 OF 2
80019042-G-2005	PAVEMENT JOINTING PLAN SHEET 2 OF 2
80019042-G-2006	PAVEMENT PLAN AND PROFILES
80019042-G-2007	TRAFFIC & PEDESTRIAN MOVEMENT PLAN
80019042-G-2008	TYPICAL SECTIONS SHEET 1 OF 6
80019042-G-2009	TYPICAL SECTIONS SHEET 2 OF 6
80019042-G-2010	TYPICAL SECTIONS SHEET 3 OF 6
80019042-G-2011	TYPICAL SECTIONS SHEET 4 OF 6
80019042-G-2012	TYPICAL SECTIONS SHEET 5 OF 6
80019042-G-2013	TYPICAL SECTIONS SHEET 6 OF 6
80019042-G-2014	UTILITIES PLAN
80019042-G-3000	STRUCTURAL GENERAL ARRANGEMENT
80019042-G-3001	CULVERT GENERAL ARRANGEMENT
80019042-G-3002	CULVERT CONCRETE – SHEET A
80019042-G-3003	CULVERT CONCRETE – SHEET B
80019042-G-3004	CULVERT REINFORCEMENT – SHEET A
80019042-G-3005	CULVERT REINFORCEMENT – SHEET B
80019042-G-3006	PRECAST CULVERT CAPPING BEAM CONCRETE
80019042-G-3006 A	PRECAST CULVERT CAPPING BEAM REINFORCEMENT
80019042-G-3007	SEA WALL AND RAMP GENERAL ARRANGEMENT
80019042-G-3008	SEA WALL AND RAMP CONCRETE
80019042-G-3009	SEA WALL AND RAMP REINFORCEMENT
80019042-G-3010	PRECAST SEA WALL CAPPING BEAM DETAILS
80019042-G-3011	PRECAST BENCH DETAILS
80019042-G-3012	CHILDREN'S POOL
80019042-G-3013	STAIR CONCRETE
80019042-G-3014	STAIR REINFORCEMENT – SHEET A



80019042-G-3015	STAIR REINFORCEMENT – SHEET B
80019042-G-3016	MANHOLE
80019042-G-3017	BIN ENCLOSURE AREA – SHEET A
80019042-G-3018	BIN ENCLOSURE AREA – SHEET B
80019042-G-3019	CULVERT GATE
80019042-G-3020	BAR SHAPES DIAGRAM – SHEET A
80019042-G-3021	BAR SHAPES DIAGRAM – SHEET B
80019042-G-4000	ELECTRICAL SERVICES LEGEND AND SCHEDULES
80019042-G-4001	ELECTRICAL SERVICES SPECIFICATION NOTES
80019042-G-4002	ELECTRICAL SERVICES LIGHTING LAYOUT
80019042-G-4003	ELECTRICAL SERVICES POWER LAYOUT
80019042-G-4004	ELECTRICAL SERVICES SINGLE LINE DIAGRAM
80019042-G-4005	ELECTRICAL SERVICES DETAILS – SHEET 1
80019042-G-4006	ELECTRICAL SERVICES DETAILS – SHEET 2
80019042-G-5000	HYDRAULIC SERVICES LEGEND & DETAILS
80019042-G-5001	HYDRAULIC SERVICES POOL PUMP ROOM LAYOUT PIPEWORK RETICULATION & CONTROLS

## **WAVERLEY COUNCIL**

### **NORTH BONDI CIVIL INFRASTRUCTURE ASSET RENEWAL LANDSCAPE SET**

**ISSUE A DATED 13 FEBRUARY 2019**

<b>SHEET</b>	<b>TITLE</b>
80019042-C-2015	CONCRETE FINISHES PLAN
80019042-C-2016	FURNITURE AND DIXTURES PLAN
80019042-C-2017	FURNITURE AND FIXTURES SCHEDULE
80019042-C-2018	INSPECTION AND HOLDPOINT SCHEDULE
80019042-C-2020	HANDRAIL DETAILS SHEET 1 OF 8
80019042-C-2021	HANDRAIL DETAILS SHEET 2 OF 8
80019042-C-2022	HANDRAIL DETAILS SHEET 3 OF 8
80019042-C-2023	HANDRAIL DETAILS SHEET 4 OF 8
80019042-C-2024	HANDRAIL DETAILS SHEET 5 OF 8
80019042-C-2025	HANDRAIL DETAILS SHEET 6 OF 8
80019042-C-2026	HANDRAIL DETAILS SHEET 7 OF 8
80019042-C-2027	HANDRAIL DETAILS SHEET 8 OF 8
80019042-C-2030	LANDSCAPE DETAILS SHEET 1 OF 2
80019042-C-2031	LANDSCAPE DETAILS SHEET 2 OF 2