



TENDER – RFT 2025/26-09

DESIGN & CONSTRUCT NARROGIN REGIONAL LEISURE CENTRE ENERGY EFFICIENCY PROJECT

Tenders are invited for the delivery of the Narrogin Regional Leisure Centre (NRLC) Energy Efficiency Project at the Narrogin Regional Leisure Centre, located at 50 Clayton Road, Narrogin WA 6312, on behalf of the Shire of Narrogin. Tender documentation can be downloaded from the Shire's website at www.narrogin.wa.gov.au/documents/request-for-quotes-and-tenders.

All enquiries regarding this tender should be directed to the Executive Manager Corporate & Community Services, Ian Graham, on 0488 377088 or via email emccs@narrogin.wa.gov.au.

Tenders must be addressed to the Chief Executive Officer and clearly state the tender number and tender title. Tenders may be lodged electronically via rft@narrogin.wa.gov.au or hand delivered to the Shire's tender box at 89 Earl Street Narrogin, WA 6312.

All Tenders must be received by 2.00pm (WST), Tuesday 24th February 2026.

Dale Stewart
Chief Executive Officer
Shire of Narrogin
PO Box 1145 Narrogin WA 6312
enquiries@narrogin.wa.gov.au
www.narrogin.wa.gov.au



REQUEST FOR TENDER

Request for Tender	RFT 25/26-09 Design & Construction of Narrogin Regional Leisure Complex (NRLC) Energy Efficiency Project
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Deadline For Submission of Tender	2:00pm AWST, Tuesday 24 February 2026
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Address for Delivery	<u>Tenders must be submitted electronically to:</u> Email: rft@narrogin.wa.gov.au
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Shire's Representative Contact person:	Ian Graham Executive Manager Corporate & Community Services Email: emccs@narrogin.wa.gov.au Mobile: 0448 377 088
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RFT Number	25/26-09
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1 DESCRIPTION AND BACKGROUND

The Shire of Narrogin (the Principal) is seeking to appoint a suitably qualified and experienced Design & Construct (D & C) Contractor to deliver the Narrogin Regional Leisure Centre (NRLC) Energy Efficiency Project.

In May 2025, the Shire engaged HFM to prepare a detailed Electrification, Solar and Battery Feasibility Study for the Narrogin Regional Leisure Centre.

The Shire determined to proceed with Option 1. 200kW rooftop solar installation (no battery), including replacement of the ageing gas boiler with a high-efficiency heat pump, associated electrical and mechanical works and structural access.

Detail for the project is as per HFM Shire of Narrogin Leisure Centre Electrification, Solar and Battery Feasibility Study. The Shire of Narrogin is proceeding with Option 1 200kW Solar PV Capacity (without the supply & installation of battery) and associated electrical and mechanical works and structural access as detailed in the study.

The RFT for the Design & Construct Scope of Works consist of services (electrical, mechanical & hydraulics) components and structural component:

- (a) Electrical: Rooftop Solar PV Capacity complete with all electrical accessories, provision of an upgraded Power Factor Correction(PFC) to improve the power factor; upgraded SPD setting, review existing electrical cables and advise if upsizing of existing cables is required to mitigate any power outages/breakdown in future,
- (b) Mechanical, Electrical & Hydraulics: Installation of three (3) Heat Exchange Pump for the supply of heated water to the domestic hot water system (HWS) tanks, swimming pool boiler and gymnasium.
- (c) Replacement of Distribution Board DB04.
- (d) Dilapidation Report of roof structural integrity and fixings by Roof Plumbers prior to installation of Solar PV panels.
- (e) Proposed new 200kW Solar PV panels and Heat Exchange Pump units be connected to existing Scheider BMS for monitoring.

The successful D & C Contractor is required to obtain all relevant approvals and permits from the relevant Authorities before commencement of works on site.

2 PRINCIPAL'S REQUEST

2.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Narrogin is seeking Tenders for the Design & Construction of Narrogin Regional Leisure Complex.

A full statement of the goods/services required under the proposed contract Principal Project Requirement (PPR) Appendix A.

2.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following documents:

- (a) Part 1 – Principal's Request (read and keep this part).
- (b) Part 2 – Conditions of Tender (read and keep this part).
- (c) Part 3 – Specification and/or plans/drawings (read and keep this part).
- (d) Part 4 – General Conditions of Contract (read and keep this part).
- (e) Part 5 – Special Conditions of Contract (read and keep this part).
- (f) Part 6 – Supplier Offer (complete and return this part).
- (g) Part 7 – Project Reference Sheet (complete and return this part); and
- (h) Appendices.

A Principals' Project Requirements.

B AS4902-2000 General Conditions of Contract

2.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents you attach as part of your Tender;

Contractor Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;

Deadline: The Deadline for lodgement of your Tender;

General Conditions of Contract: Means the AS4904-2000 General Conditions of Contract nominated in Part 4;

Offer: Your Offer to be selected to supply the Requirements;

Principal: The Shire of Narrogin

Request for Tender: This document;

Requirements: The work requested by the Principal;

Selection Criteria: The criteria used by the Principal in evaluating your Tender;

Special Conditions: The additional contractual terms;

Site:	Site means the proposed location of the existing Narrogin Regional leisure Centre, 50 Clayton Road, Narrogin, WA 6312., Narrogin
Specification:	The statement of Principal Project Requirements that the Principal requests you to provide if selected;
Superintendent:	Successful Projects
Tender:	Completed Offer, response to Selection Criteria and Attachments;
Tender Period:	The time between advertising the Request and the Deadline;
Supplier:	Someone who has or intends to submit an Offer to the Principal.

2.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements.
- (c) Complete, sign and return the Offer (Part 6) in all respects and include all Attachments.
- (d) Make sure you have signed the Offer Form and responded to all the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

2.5 CONTACT PERSON

Suppliers should not rely on any information provided by any person other than the person listed below:

Name:	Ian Graham
Telephone:	(08) 9890 0900
Email:	emccs@narrogin.wa.gov.au

2.6 TENDER BRIEFING/SITE INSPECTION

A **mandatory** Tender Briefing/Site Inspection for suppliers will be conducted on **Friday, 6 February 2026 at 11:00am at the NRLC, 50 Clayton Road, Narrogin WA 6312**. Alternatively, suppliers can request an alternative meeting if unable to attend the arranged session.

The location of the meeting is at Narrogin Regional Leisure Center, 50 Clayton Road, Narrogin.

The briefing/Site inspection will provide Suppliers with the opportunity to clarify any matters with the contact person prior to the closing of the Tender.

The Shire contact Ian Graham, emccs@narrogin.wa.gov.au to be notified if suppliers are attending the Tender Briefing session by **2:00pm, Wednesday, 4 February 2026**.

Please note: Whilst maintaining the Narrogin Regional Leisure Center activities in the existing area are preferred for as long as safely and practically able, the Principal understands that the Contractor will require unfettered access to the area for some activities / construction, including the removal of the roof and or other construction elements.

The Contractor is to clearly articulate and demonstrate in their submission, their preferred staging and methodology of construction, that may require staff and or the public to vacate from the property for unfettered construction access in order that the Principal can relocate and return staff as required.

Contractors are required to provide seven (7) clear days' notice for such periods of unfettered staff or public access. The times and predicted dates the Contractor require unfettered access times / and /or how, if at all, the Contractor can work around existing furniture and books in situ (with drop sheets

etc protecting provided and installed / removed by the contractor) is to be detailed in the Project Staging / Methodology.

2.7 EVALUATION PROCESS

This is a Request for Tender.

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Form of Tender and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated; e.g. quoted prices and other relevant whole-of life costs are considered.
- (c) The most suitable Tenders may be shortlisted and may also be required to clarify the offer, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tender.

A Contract may then be awarded to the Supplier, whose Tender is considered the most advantageous to the Principal. Due to the expected expenditure of this Tender, the Principal will need to recommend to the Narrogin Council, the preferred Tender for resolution. Should Council resolve to award a contract, the Principal will then issue a purchase order in line with the Councils resolution. At this time, a contract will be formed and in place.

2.8 SELECTION CRITERIA

The Contract may be awarded to a sole Supplier who best demonstrates the ability to carry out the supply and installation of the library extension at a competitive price. The quoted prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender rank the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

2.8.1 COMPLIANCE CRITERIA

These criteria are detailed within Part 6 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

2.8.2 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tender against the qualitative criteria as detailed within Part 6 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

NOTE: It is essential that Suppliers address each qualitative criterion.

Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the evaluation process or a low score.

2.8.3 PRICE CONSIDERATIONS

Price is considered to be crucial to the outcome of the contract.

The quoted price will be considered along with related factors affecting the total cost.

Include any items that may affect any pricing outcomes (e.g. Regional Price Preference Policy).

Regional Price Preference policy adjustments may apply - refer sections 1.10, 2.10 and 6.1 Table C.

2.9 PRICE BASIS

All prices offered under this Request are to be fixed for the term of the Contract which means until all the works under contract is completed, and Practical Completion has been achieved at the Narrogin Regional Leisure Center and satisfactory hand over has occurred between the Supplier and the Principal.

Quoted prices must detail Goods and Services Tax (GST). Unless otherwise indicated, prices quoted must include all costs including building, delivery, unloading, packing, marking and all applicable levies, duties, taxes, fees and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

2.9.1 CUSTOMS DUTY

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

2.9.2 SITE ALLOWANCES

This Contract is not subject to adjustment for Site allowances.

2.10 PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

The Shire of Narrogin has a regional price policy that will apply to this selection.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

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3 CONDITIONS OF TENDERING

3.1 LODGEMENT OF TENDER AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is

2:00pm Tuesday, 24 February 2026 (AWST)

Tenders must be submitted electronically to: **rft@narrogin.wa.gov.au**

Note: Do not send your Tender submission to a Shire officer or the contact person as this may render your Tender invalid.

3.2 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (c) it may also be rejected if it fails to comply with any other requirements of the Request.

3.3 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request.

may not be accepted for evaluation.

3.4 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

3.5 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

Tenderers may be given the company name of the successful Tenderer or advising that no Tender was accepted, upon request.

3.6 BUILDERS REGISTRATION ACT

Tenderers shall evaluate the work required under the contract and ensure that they are able to meet the requirements of the *Builder's Registration Act*.

3.7 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract in Part 4.

3.8 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

3.9 REGIONAL PRICE PREFERENCE

Tenderers for these works will be afforded a preference in accordance with Regulation 24A-G of the Local Government (Functions and General) Regulations and the Shire of Narrogin Regional Price Preference Policy.

A copy of the policy is available at <https://www.narrogin.wa.gov.au/documents/532/council-policy-manual> (Policy No. 3.2 refers).

Tenderers are to note that price preference claimed will be required to be substantiated in the response. Refer Section 6.1 Table C

3.10 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

3.11 PAYMENT OF INDUSTRY TRAINING FUND LEVY

The Contractor is deemed to be the project owner under the Building and Construction Industry Training Fund and *Levy Collection Act 1990*.

The Contractor shall pay all levies required to be paid under this Act.

3.12 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form in the space provided, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

3.13 ALTERNATIVE TENDERS

Alternative tenders may be accepted together with a compliant tender submission.

3.14 MONETARY VALUES

Monetary values that appear in the Tender, such as provisional sums, prime cost amounts, value of Principal supplied items, etc are net values. They do not include the Goods and Services Tax (GST).

3.15 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering. The Principal does not represent that any information made available completely shows the existing Site or sub-surface conditions. The Tenderer is to accept full responsibility for their own interpretations, deductions, and conclusions made from the information provided by the Principal.
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries.
- (c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein.
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer. Negotiations shall be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant Attachments.

3.16 ALTERATIONS

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

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

3.17 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender shall become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the tender process PROVIDED that the Tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the contract.

3.18 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any approved credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Tenderer so as to assess that Tender.

and may consider such materials as tools in the Tender assessment process.

3.19 CANVASSING OF OFFICIALS

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be), or Officers with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

3.20 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 6 and whose execution appears on the Form of Tender in Part 6 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

3.21 COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

3.22 TENDER OPENING

Tenders will be opened (electronically) in the Principal's offices, following the advertised deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due deadline will be read out at the tender opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on Friday 27 January 2023 at 4.05pm in the Shire of Narrogin Administration Centre.

3.23 IN-HOUSE TENDERS

The Principal does not intend to submit an in-house Tender.

4 SPECIFICATION

4.1 INTRODUCTION

The Shire of Narrogin intends to implement a solar PV system and Heat Exchange Pumps to reduce the Narrogin Regional Leisure Centre's reliance on grid electricity, lower operational energy costs, and advance the Shire's broader sustainability and carbon-reduction objectives.

4.2 BACKGROUND INFORMATION

HFM Asset Management has been commissioned by the Shire of Narrogin to undertake a comprehensive feasibility study into the installation of a solar PV system and battery energy storage solution for the Narrogin Regional Leisure Centre (NRLC). The purpose of the study is to evaluate opportunities to reduce grid electricity consumption, lower operating costs, and decrease the facility's overall carbon footprint through the adoption of renewable energy and electrification technologies.

The NRLC has recently installed a new 175 kW heat pump to service the swimming pool. As a result, the site's LPG consumption is expected to decrease significantly. Full electrification—achieved by replacing the remaining gas-fired hot water systems with heat pumps—would eliminate LPG usage entirely.

HFM's analysis indicates that this transition will increase site electricity consumption by approximately 251,660 kWh per annum (a 39.9% rise), equating to an estimated additional electricity cost of \$61,000 per year. However, in 2024 the facility consumed 250,955 litres of LPG at a cost of \$373,000. Under a fully electrified operating model, the resulting net reduction in total energy expenditure was projected to be approximately \$312,000 per annum.

HFM's assessment also identified that the facility is currently operating with a poor power factor of 0.8, resulting in elevated reactive power charges and increased network tariffs. Modelling shows that installing a 150 kVAr power factor correction (PFC) unit would improve the site's power factor to above 0.95, delivering an estimated \$11,400 in annual network charge savings.

To ensure a comprehensive and integrated approach, HFM has evaluated the electrification upgrades, power factor correction, and the proposed solar PV and battery systems as a single, consolidated project. This holistic assessment provides the Shire with a clear, system-wide understanding of renewable energy opportunities, operational impacts, and long-term financial benefits. There is an existing 40kW DC / 30kW AC system in place at this facility which will be retained.

4.3 SPECIFIC REQUIREMENTS OF THE CONTRACT

The Request includes the Principal's Project Requirements and AS4902-2000 General Conditions of Contract for the Supply of Goods and the Provision of General Services. Standards (Australian Standards should be used whenever appropriate).

Please refer to Appendix A Principal's Project Requirements.

4.4 IMPLEMENTATION TIMETABLE

Award of Design & Construct (AS 4902-2000) – 2 March 2026
Practical Completion – 29 June 2026

5 AS 4902-2000 DESIGN & CONSTRUCT GENERAL CONDITIONS OF CONTRACT

Please refer to Appendix B – AS 4902-2000 Design & Construct General Conditions of Contract

6 SPECIAL CONDITIONS OF CONTRACT

6.1 ADVERTISEMENTS AND PROMOTIONS ON SITE

Not permitted.

6.2 PUBLICITY

The Contractor shall not undertake any publicity without prior written consent from the Shire of Narrogin.

6.3 DOCUMENTS GENERALLY, DRAWINGS AND SPECIFICATION

6.3.1 COPIES OF DOCUMENTS

Principal Project Requirements.

6.3.2 DRAWINGS

Principal Project Requirements.

6.4 ENVIRONMENTAL PROTECTION

6.4.1 NOISE CONTROL

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The Contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all Sub-contractors observe similar care.

6.4.2 SITE CONTROL

The Contractor shall at all times:

- (a) comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site.
- (b) comply with all statutes, regulations and by-laws relating to the protection of the environment.
- (c) obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented.
- (d) ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent.
- (e) ensure that no fire shall be lit without the written approval of the Superintendent; and
- (f) store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

6.4.3 SOIL EROSION

The Contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

6.4.4 DUST, DIRT, WATER AND FUMES

The Contractor shall prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property.

6.4.5 VEHICLES

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

6.4.6 REFUSE DISPOSAL

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

6.4.7 SMOKING ON CONSTRUCTION SITES

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following policy on smoking.

In respect of construction Sites, smoking is prohibited:

- (a) In Site offices, lunchrooms or enclosed toilet facilities; and
- (b) Inside existing premises that are designated as "no smoking" areas.

6.5 CONTRACTOR'S REPRESENTATIVE

The Contractors Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

6.6 EXISTING IMPROVEMENTS

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall allow to protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

6.7 TEMPORARY SAFETY FENCE

The Contractor shall provide any temporary safety fencing as required by the Work Health and Safety Act 2020 and the Work Health and Safety Regulations 2020 and with any amendments that may be made to the Act and the Regulations.

6.8 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

6.8.1 WORKMEN'S AMENITIES

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent. There are toilets on site at the Caravan Park that workers may use.

6.9 MATERIALS AND WORK

6.9.1 REGULATIONS

The Contractor shall comply with the *Work Health and Safety Act 2020* (the "Act") and the *Work Health and Safety Regulations 2020* (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

6.9.2 CHEMICAL INFORMATION

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers, importers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

PART 1**READ AND KEEP THIS PART**

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to section 19(1)(B) of the Act.

6.9.3 TRADE NAMES

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

6.9.4 SAFETY MANAGEMENT PLAN

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experienced and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

6.9.5 INDUCTION TRAINING

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment. A record of all inductions should be maintained by the Contractor and available to the Principal on request.

6.9.6 PRE-JOB PLANNING

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

6.9.7 SITE AND PUBLIC SECURITY

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

6.9.8 OCCUPIED SITES

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site-specific Safety

PART 1**READ AND KEEP THIS PART**

Management Plan addressing the Contractors and occupiers operational interface requirements. The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupier's operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

6.10 MATERIALS TO BE SUPPLIED BY THE PRINCIPAL

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

6.11 SERVICES INSTALLATION

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

6.12 WORKING HOURS

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

7:00am to 5:00pm Monday to Saturday

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works.

6.13 SCHEDULE OF WARRANTIES

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract including fixtures, materials or equipment supplied.

6.14 BRANDS OF MATERIAL SCHEDULES

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make, and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

6.15 GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.

PART 1**READ AND KEEP THIS PART**

(b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.

(c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

6.16 CONSTRUCTION WARRANTY AND RETENTION

The tenders are to state their construction warranty period.

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7 TENDERER'S OFFER

7.1 FORM OF TENDER

The Chief Executive Officer
Shire of Narrogin
89 Earl Street
Narrogin WA 6312

I/We _____
(BLOCK LETTERS)

of _____
(ADDRESS)

ABN/ _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

In response to RFT 25/26-09 DESIGN & CONSTRUCT (AS 4902-2000) NARROGIN REGIONAL LEISURE CENTER

Under and subject to the Conditions of Tendering annexed hereto I/we, the undersigned hereby Tender the following sum to complete the Works referred to in the Request for Tender.

Table A

Item	Description	Unit	Qty	Rate	Total
1.0	Preliminaries				
1.1	Project Management				
1.2	HSE Documentation (SWMS, JSA, etc.)				
1.3	Site Mobilisation & demobilisation				
1.4	Roof Dilapidation Report				
1.5	Building Permit				
1.6	Site Supervision				
1.7	Site Amenities and Equipment				
1.8	O&M Documentations				
1.9	Training Shire of Narrogin				
	Total for Preliminaries				

PART 6**COMPLETE AND RETURN THIS PART**

2.0	Design & Engineering	Unit	Qty	Rate	Total
2.1	Detailed PV System Design (DC& AC)				
2.2	Structural Engineering Certification				
2.3	Western Power Application & Approval				
	Total for Design & Engineering				
3.0	Supply of Equipment	Unit	Qty	Rate	Total
3.1	Tier-1 solar PV modules (200 kW DC)				
3.2	Grid-connected inverters				
3.3	Mounting system (racking, fixings)				
3.4	DC isolators, AC isolators, protection devices				
3.5	Cabling, conduits, cable trays, BOS components				
3.6	New DB4 switchboard (≥ 630 A) complete with all accessories				
3.7	Heat Exchange Pump -5 °C to 45 °C (Primary AHU and Pool)	1			
	Heat Exchange Pumps -0 °C to 45 °C	2			
3.8	Roof Access Ladder				
3.9	Roof Walkway				
3.10	Roof Anchors				
	Total Supply of Equipment				
4.0	Installation Works (Labour and Accessories)	Unit	Qty	Rate	Total
4.1	PV module installation				
4.2	Inverter installation				
4.3	DC & AC cabling installation				
4.4	Switchboard replacement (DB4)				
4.5	Rood Access, Walkway & Anchors				
4.6	Integration with existing 40 kW PV system				

PART 6**COMPLETE AND RETURN THIS PART**

4.7	Connection of proposed Solar PV and Heat Exchange Pumps units to existing Schneider BMS				
4.8	Testing & Commissioning of all proposed equipment				
4.9	Make Good Existing Building for Fire Rating & Water Proofing				
Total Installation Works					
	Provisional Sum Items	Unit	Qty	Rate	Total
A	Additional structural roof works (if required)				\$10,000.00
B	Additional cable runs or trenching				\$5,000.00
C	Extended warranties after DLP				\$10,000.00
D	Annual maintenance contract (per year) after DLP				\$10,000.00
E	In-ground Services Scanning				\$3,000.00

Table C**SUMMARY OF PRICES**

SECTION	DESCRIPTION	TOTAL
1	Preliminaries	\$
2	Design & Engineering	\$
3	Supply of Equipment	\$
4	Installation Works	\$
	Total Contract Price (Excl GST)	\$
	GST Amount	\$
	Total Contract Price (Incl GST)	\$

If requesting payment in stages, set out the stages and milestones required:

Table C

Stage and description	Percentage (%) & Dollar (\$) per payment
Stage 1:	
Stage 2:	
Stage 3:	
Stage 4:	
	Total

Table D**Regional Price Preference Claim**

Works or materials from local supplier as per Policy 3.2	Basis -Estimate or Quote	Value applicable Ex GST

Council's Policy 3.2 - Regional Price Preference will apply. Tenderers are to note that price preference claimed may be required to be substantiated.

And I/we undertake to perform the work under the Contract in accordance with the General Conditions of Contract attached to this Request, Specification, Drawings, which documents I/we have examined, and I/we agree that this Tender shall remain binding on me/us for ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing and shall not be withdrawn during that period.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Address: _____

7.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information, please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 6 are to be completed and returned to the Principal as they form part of your Tender submission).

7.2.1 ORGANISATIONAL PROFILE

Attach a copy of your organisation structure and provide background information on your company and label it “Organisation Structure” .	“Organisation Structure”	Tick if attached <input type="checkbox"/>
If companies are involved, attach their current ASC company extracts search including latest annual return and label it “ASC Company Extracts” .	“ASC Company Extracts”	Tick if attached <input type="checkbox"/>

7.2.2 REFEREES

Attach details of your referees and label it “Referees” . You should give examples of work provided for your referees where possible and provide current contact details i.e. telephone numbers.	“Referees”	Tick if attached <input type="checkbox"/>
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7.2.3 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label its “Agents” .	“Agents”	Tick if attached <input type="checkbox"/>

7.2.4 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled “Trusts” :	“Trusts”	Tick if attached <input type="checkbox"/> <input type="checkbox"/>

(a) give the name of the trust and include a copy of the trust deed (and any related documents); and

(b) if there is no trust deed, provide the names and addresses of beneficiaries.

7.2.5 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled “Subcontractors” provide details of the subcontractor(s) including:	“Subcontractors”	Tick if attached <input type="checkbox"/> <input type="checkbox"/>

(a) the name, address and the number of people employed; and

(b) the Requirements that will be subcontracted.

7.2.6 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment detail of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it " Conflicts of Interest ".	" Conflicts of Interest "	Tick if attached <input type="checkbox"/>

7.2.7 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled " Financial Position " include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	" Financial Position "	Tick if attached <input type="checkbox"/>

7.2.8 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " Insurance Coverage ". A copy of the Certificate of Currency is to be provided to the Principal as part of this submission.		" Insurance Coverage "	Tick if attached <input type="checkbox"/>	
Type	Insurer – Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Professional Indemnity				
Workers Compensation				

7.3 SELECTION CRITERIA

7.3.1 COMPLIANCE CRITERIA

Please select with a yes or no whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
(a) Compliance with the Specification contained in the Request.	Yes / No
(b) Compliance with the Conditions of Tendering this Request.	Yes / No
(c) Compliance with attendance at any mandatory or recommended tender briefing or Site inspection.	Yes / No
(d) Compliance with the Quality Assurance requirement for this Request.	Yes / No
(e) Compliance with all necessary Licences and Registrations.	Yes / No
(f) Compliance with and completion of the Price Schedule.	Yes / No

7.3.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender.
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience.
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

A. Relevant Experience	Weighting 15%
<p>Describe your experience in completing / supplying accommodation units. Submitters must, as a minimum, address the following information in an attachment and label it “Relevant Experience”.</p> <p>a) Provide details of two (2) previous projects (past 3 years) involving works at community use buildings.</p> <p>b) Provide scope of the Suppliers involvement including details of outcomes.</p> <p>c) Project challenges & resolutions/mitigations process.</p> <p>d) Demonstrate competency at Stakeholder & community engagements.</p> <p>e) Demonstrate proven track record of achieving outcomes.</p>	<p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

<p>B. Methodology</p> <p>Demonstrate your ability and availability to complete all required elements of the project within the specified timeframe.</p> <p>Submitters must, as a minimum, address the following information in an attachment and label it “Methodology”.</p> <ul style="list-style-type: none"> a. Provide a detail baseline delivery (MS Projects) methodology including any Authority applications, design management, procurement, delivery staging works and timelines to meet project deadline including defects liability period after achieving Practical Completion. b. List of key deliverables and associated timeframes. c. Achieving Practical Completion by 30 June 2026 d. List long lead items/equipment 	<p>Weighting 30%</p> <p>Tick if attached</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>C. Capacity</p> <p>Describe your capacity in completing / supplying similar Requirements.</p> <p>Submitters must, as a minimum, address the following information in an attachment and label it “Capacity”.</p> <ul style="list-style-type: none"> a) Demonstrated ability of Company available Resources to meet the scope of works required as part of this project. b) Indicate Lead Supervisor and back-up Supervisor in the event the Lead Supervisor is no longer available. Submit proposed Lead and back-up Supervisor's resumes. 	<p>Weighting 15%</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

7.3.3 PRICE CONSIDERATION 40%

The submitted Price weighting comprises 40% of the selection criteria for this RFT, as per table A, 6.1 Table C Tenderer's Offer.

PART 1

READ AND KEEP THIS PART

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PART 7

COMPLETE AND RETURN THIS PART

8 PROJECT REFERENCE SHEET

Complete the following details and submit with your Tender labelled as “Project Reference Sheet”.

Name of the Project	Value (approx.)	Date Started	Date Completed	Client	Referees Name	Telephone Number

9 APPENDIX A – SPECIFICATIONS: PRINCIPAL'S PROJECT REQUIREMENTS

10 APPENDIX B – GENERAL CONDITIONS OF CONTRACT – AS4902-2000 DESIGN & CONSTRUCT

Principal's Project Requirements

1. Project Overview

- **Project Name:**
Narrogin Regional Leisure Centre Energy Efficiency Project
- **Location:**
Narrogin Regional Leisure Centre
50 Clayton Road
Narrogin Western Australia 6312
- **Principal / Client:**
Shire of Narrogin
Ian Graham
Executive Manager Corporate & Community Services
- **Date:**
20 January 2026
- **Prepared by:**
Successful Projects on behalf of Shire of Narrogin

2. Project Objectives

- **Purpose of the Project:**
The Shire of Narrogin intends to utilise a solar PV system and Heat Exchange Pumps to reduce Narrogin Regional Leisure Centre's reliance on grid electricity, lower operational energy costs, and support the Shire's broader sustainability and carbon-reduction objectives.
- **Key Goals:**
 - a) **Solar PV expansion**, building on the existing 40 kW DC / 30 kW AC system to further offset daytime electricity consumption.
(Refer to Appendix (a) *Shire of Narrogin Leisure Centre Electrification Solar and Battery Feasibility*).
 - b) **Power factor correction** to address the site's historically poor power factor and reduce network demand charges.
(Refer to Appendix (a) *Shire of Narrogin Leisure Centre Electrification Solar and Battery Feasibility*).

c) **Electrification of thermal loads**, including the recently installed 175 kW pool heat pump and replacing the existing gas boiler hot water systems with a Heat Exchange Pump unit; and proposed two (92) Heat Exchange Pump units for the domestic hot water system and gymnasium showers.

(Refer to Appendix (b) Narrogin Regional Leisure Centre – Upgrades – Mech Option Report Rev D).

d) Integrating all proposed equipment (PV Solar Panels and Heat Exchange Pump units) into the existing Schneider Building Management System (BMS).

By achieving the key goals with an optimal combination of technologies, the project will deliver long-term cost savings, reduce carbon emissions, and improve the energy performance of the leisure center for the Shire of Narrogin.

- **Expected Outcomes:**

The implementation of the recommended electrification, solar PV, battery storage, and power factor correction measures is expected to deliver significant operational, financial, and environmental benefits for the Shire of Narrogin Leisure Centre. The key anticipated outcomes include:

- a) Substantial Reduction in Total Energy Costs

- Full electrification of thermal loads is projected to increase electricity consumption by approximately 250,000 kWh per year.
 - With the removal of LPG reliance—currently approximately 250,000 L per year at an approximate cost of \$370,000—results in a net annual energy cost reduction of approximately \$300,000 based on 2025 cost.

- b) Lower Carbon Emissions

- Transitioning from LPG to high-efficiency heat pumps significantly reduces the site's carbon footprint.
 - Increased solar PV generation further offsets grid electricity consumption, contributing to Shire's sustainability and emissions-reduction goals.

- c) Improved Electrical Performance and Network Efficiency

- Installation of a 150 kVAr power factor correction unit will raise the site's power factor from 0.8 to above 0.95, reducing reactive power demand and improving overall electrical efficiency.
 - Lower maximum demand charges and improved network utilisation are expected.

d) Enhanced Energy Resilience and Future-Proofing

- Solar PV expansion will reduce exposure to rising electricity tariffs and provide greater control over energy use.

e) Optimised Use of Existing Infrastructure

- The existing 40 kW DC / 30 kW AC solar PV system will be retained and integrated into the broader renewable energy strategy, maximising value from previous investments.

By assessing and implementing electrification, solar, and power factor correction as a single integrated project, Shire gains a clear holistic long-term energy strategy.

This approach ensures that each component complements the others, delivering the highest possible financial and environmental return.

3. Scope of Work

3.0 Solar PV System

This specification defines the minimum technical, performance, installation, and commissioning requirements for the design, supply, installation, testing, and commissioning of a 200-kW rooftop solar photovoltaic (PV) system at the Shire's of Narrogin Regional Leisure Centre.

The system shall integrate with the existing 40 kW DC / 30 kW AC solar PV system and support the Shire's electrification and renewable energy strategy.

3.1.1 Solar PV System Design

- Detailed site assessment, including roof condition, structural capacity, shading analysis, and cable routing.
- Electrical design compliant with:
 - AS/NZS 3000 - Wiring Rules
 - AS/NZS 5033 - Installation of PV arrays
 - AS/NZS 4777 - Grid Connection of Energy System
 - AS/NZS 1170 – Structural Design Actions
- Western Power applications and connection requirements
- Integration design with the existing 40 kW PV system.
- DC and AC single-line diagrams.
- Cable routing plans.
- Inverter selection and string configuration.
- Roof layout drawings showing module placement and access walkways.
- Earthing and lightning protection design.
- BMS monitoring and Supervisory Control & Data Acquisition (SCADA) integration design.

3.1.2 Switchboard Design

- Full replacement of DB4 as per feasibility study report.
- New DB4 rated $\geq 630A$.
- Provision for future solar/battery connections
- Labelling and as-built documentation.

3.1.3 Structural Engineering

- Structural certification for all roof areas receiving solar PV modules.
- Verification of purlin condition and load capacity.
- Design of mounting systems suitable for the existing roof type (Tek-screw metal roof).
- Roof access from ground to roof complete with installation of roof walkways and anchors.

3.1.3 Authority Approvals

- Prepare and submit to Western Power for approval - all grid-connection applications.
- Compliance to all technical requirements.
- Shire of Narrogin - Building permit (if required).
- Shire of Narrogin - Safety documentation (SWMS for Working at Heights, High Voltage, risk assessments, lift plans for mobile crane).

3.1.4 Procurement

- Solar Modules
 - High-efficiency Tier-1 monocrystalline modules.
 - Minimum 25-year performance warranty.
 - Minimum 12-year product warranty.
 - Module efficiency $\geq 20\%$.
 - Certifications – IEC 61215, IEC 61730
- Inverters
 - Grid-connected string inverters sized for 200 kW DC.
 - AC output Sized to match 200kW DC Array.
 - Minimum 10-year warranty.
 - Remote monitoring capability (web-based portal + local display).
 - Compliance AS/NZS 4777.2
- Mounting System
 - Aluminium/galvanised steel racking.
 - Wind-rated to local conditions.
 - Compatible with existing roof fixings.
 - Structural certification required after installation of PV arrays.
- Monitoring System
 - Real-time monitoring
 - String-level monitoring preferred.
 - Web portal access for Shire staff
 - Alerts for faults and under performance.
- Roof Access, Walkways and Anchors
 - Identify minimum two access locations.
 - Provision of roof walkways.

- Install roof anchors for purpose of installation and maintenance of PV array panels.

3.1.5 Construction & Installation

- PV Installation
 - Installation of 200kW PV array across approved designated roof areas.
 - Installation of inverters in a suitable, accessible, and ventilated location.
 - DC & AC cabling, including fireproofing penetrations (as required), and weatherproofing.
 - Integration with existing 40kW DC system / 30kW AC solar PV system.
 - Connection to DB4 or SMSB as per design.
- Switchboard Works
 - Removal of existing DB4.
 - Installation of new DB4
 - Installation of new breakers and protection devices
 - Labelling and as-built updates
 - Cable terminations and testing.
- Integration with existing 40kW PV system for unified monitoring
- Future proof for battery storage at proposed inverter location.
- NRLC is a “live” site and will maintain operational status throughout the construction and installation stage.

3.1.6 Commissioning Testing & Handover

- Electrical testing (insulation resistance, polarity, open-circuit voltage, earth continuity).
- Inverter commissioning and grid synchronisation.
- Monitoring system configuration.
- Western Power compliance testing.
- Operational and Maintenance (O & M) documents.
- Certification of works - electrical services, installation of PV array system, roof access, and anchors.
- Warranties of Manufacturer’s equipment and workmanship in installation works will commence from the date of achieving Practical Completion.
- Defects Liability Period will be 12 months from the date of Practical Completion Certificate.

3.1.7 Inclusions

- Attend site, inspect and advise of any major replacement of corroded roof purlins and existing roofing sheets in a roof dilapidation report.
- In-ground scanning of services in carrying out the works.
- Full design and engineering certifications.

- Supply & installation of 200kW solar PV array system.
- New DB4 switchboard replacement.
- Building Permit and Western Power application and fees.
- Integration of all new equipment (solar PV and Heat Exchange Pumps) into existing Schneider BMS for monitoring.
- Integration with existing 40kW DC system / 30kW AC solar PV system for unified monitoring.
- Futureproofing for battery storage.
- Existing minor roof repair.
- Protection of all indoor court surfaces/walls during construction and installation stages.
- Make good existing building for fire rating/ and waterproofing.
- All electrical protection upgrades required for compliance.
- Safety equipment, scaffolding, mobile cranes, and access equipment on site.
- As-built construction documentations
- Operational & Maintenance (O & M) and As-built documentations
- Certificate for completed compliance works and warranties of equipment (12 months from Practical Completion).

3.2 Heat Exchange Pump

This specification defines the minimum technical, performance, installation, and commissioning requirements for the supply and installation of new electric heat pump systems to the following locations.

- i. Shire of Narrogin Leisure Centre replacing the existing LPG-based domestic boiler hot water system for the pool and Air Handling Units.
- ii. Stadium Storeroom to supply hot water to gymnasium showers.
- iii. Alby Park pool side for domestic hot water system.

NOTE: (Refer to Appendix (b) *Narrogin Regional Leisure Centre – Upgrades – Mech Option Report Rev D*).

The works form part of the broader electrification and renewable energy upgrade project.

3.2.1 Design & Engineering

The Contractor shall undertake full design and engineering works:

- Mechanical Design
 - Heat pump sizing calculations.
 - Selection of appropriately sized heat pump units to replace existing gas hot water tanks.
 - Quiet operation suitable for public facilities.
- Hydraulic Design including:
 - Flow rates.
 - Pipe sizing.
 - Pumping requirements.
 - Integration with existing hot water reticulation.
 - Hydraulics schematics.
- Design of buffer tanks (if required) to ensure stable hot water supply.
- Electrical Design including:
 - Load assessment and connection design to DB3 (as per feasibility study).
 - Low power to be connected to DB3 via 10A circuits.
 - Circuit design for single-phase or three-phase connection depending on selected unit.
 - Protection devices, isolators, and cabling design compliant with AS/NZS 3000.
 - Future ready design compatible with solar PV and battery systems.
- NOTE: (Refer to Appendix (a) *Shire of Narrogin Leisure Centre Electrification Solar and Battery Feasibility*).
- Structural & Installation Design
 - Assessment of installation location (slab, roof, or plant area).
 - Design of mounting frames, plinths, or anti-vibration supports.

- Airflow and clearance design to ensure optimal performance.

3.2.2 Technical Requirements of Heat Pump Units

The heat pump units shall meet or exceed the following minimum specifications:

Parameter	Requirement
Heating Capacity	Sized to meet DHW load (typically 10–20 kW per unit)
COP	≥ 4.0 (Rheem COP 5.54 preferred)
Refrigerant	R407C or equivalent
Noise level	≤ 70 dBA at 3 m
Electrical supply	240 V single-phase or 415 V three-phase
Warranty	Minimum 10 years
Operating range	-5 °C to 45 °C (@ Narrogin Regional Leisure Center for pool and Air Handling Units) x 1 unit -0 °C to 45 °C (@ Stadium Storeroom and Alby Park pool side) x 2 units
Protection	Overload, freeze, high-pressure, low-pressure

Units must be commercial-grade and suitable for continuous operation.

3.2.3 Ancillary Equipment

The Contractor shall include the following supply:

- Buffer tanks (if required)
- Circulation pumps
- Expansion vessels
- Pressure relief valves.
- Isolation valves and strainers
- Insulated copper pipework
- Condensate drainage
- Anti-vibration mounts
- Weatherproof electrical isolators

Installation Works

Plumbing Services:

- Decommission & removal of existing gas boiler, and safe disposal of existing LPG hot water tanks, solar vacuum tubes, and associated pipework.
- Installation of new heat pump units and buffer tanks.
- Connection to existing distribution hot water (DHW) system.
- Installation of insulated flow/return pipework.
- Installation of condensate drainage.
- Pressure and temperature relief valves.

Electrical Services:

- Connection to DB3 via 10A single-phase circuits (as per *Shire of Narrogin Leisure Centre Electrification Solar and Battery Feasibility*).
- Dedicated circuits with appropriate protection
- Load balancing to avoid peak demand issues
- Provision for integration with solar PV and battery systems

3.2.4 Commissioning Handover & Takeover

- Functional testing of heat pump operation.
- Verification of COP performance.
- Temperature and flow rate testing.
- Integration testing with existing pool heat pump and hot water system.
- Handover documentation and operator training.

3.2.5 Inclusions

- Attend site, inspect and advise of major structural works, potential trenching, or underground services relocation.
- Full design, engineering, and documentation.
- Scanning for in-ground services.
- Supply and installation of heat pump units.
- Removal of existing LPG-based boiler hot water system and pool boiler and existing Heat Exchange Pump unit.
- Ensure the existing Air Handling Units are properly integrated/balanced to provide an efficient heating with the proposed Heat Exchange Pump units at Narrogin Regional Leisure Center.
- Anti-corrosion coating for outdoor installation.
- All mechanical, plumbing and electrical works required for operation.
- Commissioning and performance testing.
- As-built drawings and O&M manuals.
- Certificates and manufacturer's warranties of equipment.
- Serving/maintenance of equipment within the Defects Liability Period as per Manufacturer's recommendation.
- Training for Shire staff.
- Warranty support for all supplied equipment.

4. Design Requirements

4.1.1 Electrical Requirements:

- PV Arrays:
 - Inverter AC output: sized to match Western Power limits.
 - Power factor: ≥ 0.95 .
 - Voltage rise: $< 2\%$.
- Heat Pump:
 - Voltage: 380–415 V; Phase: three-phase or single-phase depending on model; FLA: 60–80 A (pool heat pump reference).
 - Provide single-line diagrams, cable sizing calculations, circuit protection design and earthing and bonding details.
 - i. -5°C to 45°C (@ Narrogin Regional Leisure Center for pool and Air Handling Units) x 1 unit.
 - ii. -0°C to 45°C (@ Stadium Storeroom and Alby Park pool side) x 2 units.

4.1.2 Mechanical/Plumbing Requirements:

- Heat pump sizing calculations
- Hydraulics schematics
- Pipe sizing & insulation specification
- Airflow & clearance design
- Mounting & support design

4.1.3 Integration with Existing Systems

4.1.3.1 Plumbing Integration

- Connect to existing DHW reticulation.
- Remove and isolate LPG lines.
- Ensure compatibility with existing circulation pumps and valves.

4.1.3.2 Electrical Integration

- Connect to DB3 with appropriate protection.
- Coordinate with solar PV and PFC upgrades to avoid overload.
- Provide monitoring outputs for energy management.

4.1.3.3 Control Integration

- Integrate proposed Solar PV panels and Heat Exchange Pump units to existing Schneider BMS.
- SCADA
- Temperature and flow sensors for automated operation.
- Staged operation to avoid peak demand periods.

5. Performance Criteria

5.1.0 Quality Standards:

- Solar PV System
 - 200kW DC rooftop solar PV
 - Expected annual generation: approximately 276,000 kWh/year
 - Expected grid reduction: approximately 30%
 - CO₂ reduction: approximately 140 t/year
- Heat Pump
 - Continuous hot water supply at required temperature.
 - Operation in ambient temperatures down to - 5 °C (for the NRLC site)
 - Operation in ambient temperatures down to - 0°C (for the Stadium Storeroom and domestic hot water system)
 - Automatic defrost cycle.
 - Anti-corrosion coating for outdoor installation.

5.1.1 Compliance with Codes & Regulations:

- AS/NZS 1170 – Structural Design Actions
- AS/NZS 3000 – Wiring Rules
- AS/NZS 3500 – Plumbing and Drainage
- AS/NZS 5033 – Installation of PV Arrays
- AS/NZS 4777 – Grid Connection of Energy Systems
- AS/NZS 5149 – Refrigeration Systems
- AS/NZS 60335 – Safety of Electrical Appliances
- Clean Energy Council (CEC) installation guidelines
- NCC (National Construction Code)
- WA Electrical Requirements (WAER)
- Manufacturer installation guidelines
- Local government requirements

6. Pricing Schedules

Item	Description	Unit	Qty	Rate	Total
1.0	Preliminaries				
1.1	Project Management				
1.2	HSE Documentation (SWMS, JSA, etc.)				
1.3	Site Mobilisation & demobilisation				
1.4	Roof Dilapidation Report				
1.5	Building Permit				
1.6	Site Supervision				
1.7	Site Amenities and Equipment				
1.8	O&M Documentations				
1.9	Training Shire of Narrogin				
	Total for Preliminaries				
2.0	Design & Engineering	Unit	Qty	Rate	Total
2.1	Detailed PV System Design (DC& AC)				
2.2	Structural Engineering Certification				
2.3	Western Power Application & Approval				
	Total for Design & Engineering				
3.0	Supply of Equipment	Unit	Qty	Rate	Total
3.1	Tier-1 solar PV modules (200 kW DC)				
3.2	Grid-connected inverters				
3.3	Mounting system (racking, fixings)				
3.4	DC isolators, AC isolators, protection devices				
3.5	Cabling, conduits, cable trays, BOS components				
3.6	New DB4 switchboard (≥ 630 A) complete with all accessories				
3.7	Heat Exchange Pump -5 °C to 45 °C (Primary AHU and Pool)	1			
	Heat Exchange Pumps -0 °C to 45 °C	2			
3.8	Roof Access Ladder				
3.9	Roof Walkway				
3.10	Roof Anchors				
	Total Supply of Equipment				

4.0	Installation Works (Labour and Accessories)	Unit	Qty	Rate	Total
4.1	PV module installation				
4.2	Inverter installation				
4.3	DC & AC cabling installation				
4.4	Switchboard replacement (DB4)				
4.5	Rood Access, Walkway & Anchors				
4.6	Integration with existing 40 kW PV system				
4.7	Connection of proposed Solar PV and Heat Exchange Pumps units to existing Schneider BMS				
4.8	Testing & Commissioning of all proposed equipment				
4.9	Make Good Existing Building/Fire Rating/Water Proofing				
Total Installation Works					
Provisional Sum Items		Unit	Qty	Rate	Total
A	Additional structural roof works (if required)				\$10,000.00
B	Additional cable runs or trenching				\$5,000.00
C	Extended warranties after DLP				\$10,000.00
D	Annual maintenance contract (per year) after DLP				\$10,000.00
E	In-ground Services Scanning				\$3,000.00

SUMMARY OF PRICES

SECTION	DESCRIPTION	TOTAL
1	Preliminaries	\$
2	Design & Engineering	\$
3	Supply of Equipment	\$
4	Installation Works	\$
	Total Contract Price (Excl GST)	\$
	GST Amount	\$
	Total Contract Price (Incl GST)	\$

Notes for Pricing

1. Tenderers shall complete all fields with cost.
2. Where an item is not applicable, mark "N/A"
3. All works must comply with AS/NZS standards and Western Power requirements.
4. Tenderers must identify any exclusions clearly.
5. Any deviations from the specification must be listed in the tenderer's **Statement of Departures**.

7. Schedule

7.1.1 Project Start Date:

Project award to Design & Construct Contractor: 1 March 2026

7.1.2 The Contractor is required to submit the proposed construction schedule (Baseline in MS Project format) indicating Key Milestones / Critical Path items from the award date to achieving Practical Completion date.

7.1.3 Completion Date: Desirable to be by 30 June 2026 otherwise state completion period.

8. Risk & Constraints

Risk	Description	Mitigation
Roof structural integrity	Corroded purlins or insufficient load capacity	Structural certification; repairs prior to installation
Western Power approval delays	Grid connection approval may take weeks	Early submission; proactive follow-up
DB4 condition	Existing DB4 is end-of-life	Full replacement included in budget
Electrical capacity constraints	DB3 may require load balancing	Load assessment during design; staged operation
Insufficient airflow	Heat pumps require clear airflow	Proper placement and clearance design
Noise concerns	Units rated ~69–70 dBA	Acoustic screening if required
Integration issues	Existing plumbing may require modification	Site inspection and hydraulic redesign
Supply chain	Module/inverter lead times	Early procurement, approved alternative
Weather delays	Rain/wind may delay roof works.	Schedule for flexibility, safe work procedures.

9. Communication & Reporting

9.1 Reporting Frequency:

- Fortnightly site meeting with Minutes of Meeting provided within 48 hours.
- Monthly project progress report with photographs.

9.2 Key Contacts:

- Principal Superintendent: Ian Graham (Shire of Narrogin)
- Principal Superintendent Representation: Successful Projects

9.3 Approval:

The Contractor is responsible for the preparation of the following documents for the Principal's review and comments.

- Shop drawings, schematics, and installation plans.

The Contractor is responsible for the preparation of the following documents for the Principal's review and approval.

- Safety documentation (SWMS, risk assessments).
- Commissioning plan and test procedures.
- Training program

10. Appendices

10.1 Reference Documents for Information:

- a) Shire of Narrogin Leisure Centre Electrification Solar and Battery Feasibility Report
- b) Narrogin Regional Leisure Centre Upgrades – Mech Options Report Rev D
- c) Narrogin Regional Leisure Centre HHW Rebalance R0
- d) SW BS Schematic Markup R0
- e) GamCorp NRLC Roof Structure Report
- f) Solar Ready Certification by GamCorp
- g) WML NRLC Roof Structure Deflection Report
- h) Existing Gas Boiler Information

10.2 Legal / Regulatory Requirements:

- i. AS 4902 – 2000 General Conditions of Contract for Design and Construct

Australian Standard®

General conditions of contract for design and construct

This Australian Standard® was prepared by Committee OB-003, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 7 September 1999.

This Standard was published on 27 December 2000.

The following are represented on 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

This Standard was issued in draft form for comment as DR 97528.

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Australian Standard®

General conditions of contract for design and construct

First published as AS 4300—1995.

Revised and redesignated AS 4902—2000.

Reissued incorporating Amendment No. 1 (March 2005).

Reissued in updated format only (August 2022).

Reissued incorporating Amendment No. 1 to Word Version 27 October 2022
(February 2023)

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Published by Standards Australia, GPO Box 476, Sydney, NSW 2001, Australia
ISBN 0 7337 3524 X

Preface

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

This Standard incorporates Amendment No. 1 (March 2005). For information relating to Amendment No.1 contact Standards Australia: www.standards.org.au. This version has been prepared for reuse and details marking where changes were made by Amendment No.1 have been removed.

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

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

This Standard covers the following types of project procurement methods:

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

If the project procurement method chosen by the Principal is:

- (a) **design and construct**—the Principal would provide the Principal's Project Requirements, would not normally provide a detailed Preliminary Design and would not require novation;
- (b) **design development and construct**—the Principal would provide the Principal's Project Requirements, would always provide a Preliminary Design and accordingly would complete Annexure Part A Items 11 and 12;
- (c) **design, novate and construct**—the Principal would provide the Principal's Project Requirements, would always provide a Preliminary Design, would complete Annexure Part A Items 11 and 12 and would complete Annexure Part A Item 21 stating which subcontract (including consultant's agreement) or selected subcontract is to be novated to the Contractor.

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

Word format notes: In this document, due to Clauses 16A and 16B, clause numbering at 17 has been set to commence at 17. If you add or delete clauses to this document before Clause 16A, you will need to manually alter clause numbering on these clauses.

WARNINGS

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

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

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

- 2) **Principals should ensure that their specific requirements are fully and completely incorporated in the Principal's project requirements obtaining specialist advice if necessary. Where a Contractor provides a proposed design as part of its tender, the parties should consider whether that design should form part of the preliminary design.**
- 3) **The risk allocation, drafting, interpretation and construction of this Standard are interrelated. Users who alter the Standard do so at their own risk and should obtain specialist advice as to whether it is suitable for a particular project.**
- 4) **Contractors should ensure that they satisfy the requirements of payment for unfixed plant and materials.**
- 5) **Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.**

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1. Interpretation and construction of Contract

In the Contract, except where the context otherwise requires:

Item means an Item in Annexure Part A;

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 32;

Construction Plant means appliances and things used in the carrying out of WUC but not forming part of the Works;

Consultant means any person engaged by the Contractor to perform consultancy services in connection with WUC and includes any Principal's consultant whose prior contract is novated to the Contractor under subclause 9.4;

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 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;

Contractor's Design Obligations means all tasks necessary to design and specify the Works required by the Contract, including preparation of the Design Documents and, if the documents stated in Item 11 as describing the Principal's Project Requirements include a Preliminary Design, developing the Preliminary Design;

Date for Practical Completion means:

- (a) where Item 8(a) provides a Date for Practical Completion, the date;
- (b) where Item 8(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;

Date of Acceptance of Tender means the date which appears on the written notice of acceptance of the tender;

Date of Practical Completion means:

- (a) the date evidenced in a Certificate of Practical Completion as the date upon which Practical Completion was reached; or
- (b) where another date is determined in any arbitration or litigation as the date upon which Practical Completion was reached, that other date;

Deed of Guarantee, Undertaking and Substitution has the meaning in subclause 5.6;

Defects has the meaning in Clause 35 and includes omissions;

Defects Liability Period has the meaning in Clause 35;

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

Direction includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;

Dispute has the meaning in Clause 42;

EOT (from “Extension of Time”) has the meaning in subclause 34.3;

Excepted Risk has the meaning in subclause 14.3;

Final Certificate has the meaning in subclause 37.4;

Final Payment has the meaning in Clause 37;

Final Payment Claim means the Final Payment Claim referred to in subclause 37.4;

Intellectual Property Right means any patent, registered design, trademark or name, copyright or other protected right;

Latent Condition has the meaning in subclause 25.1;

Legislative Requirement includes:

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where WUC 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 WUC; and
- (c) fees and charges payable in connection with the foregoing;

Practical Completion is that stage in the carrying out and completion of WUC when:

- (a) The Works are complete except for minor Defects:
 - (i) which do not prevent The Works from being reasonably capable of being used for their stated purpose;
 - (ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and
 - (iii) the rectification of which will not prejudice the convenient use of The Works;
- (b) those Tests which are required by the Contract to be carried out and passed before The Works reach Practical Completion have been carried out and passed; 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;

Preliminary Design means the documents stated in Item 12;

Prescribed Notice has the meaning in subclause 41.1;

Principal means the Principal stated in Item 1;

Principal's Project Requirements means the Principal's written requirements for The Works described in the documents stated in Item 11 which:

- (a) shall include the stated purpose for which The Works are intended;
- (b) may include the Principal's design, timing and cost objectives for The Works; and
- (c) where stated in Item 11, shall include a Preliminary Design;

Program has the meaning in Clause 32;

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 29;

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 10(c);
- (e) an approved unconditional undertaking (the form in Annexure Part B 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;

Subcontractor in clauses 3 and 9 includes a Consultant;

Superintendent means the person stated in Item 6 as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Contractor by the Principal and, so far as concerns the functions exercisable by a Superintendent's Representative, includes a Superintendent's Representative;

Superintendent's Representative means an individual appointed in writing by the Superintendent under Clause 21;

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

Temporary Works means Work used in carrying out and completing WUC, but not forming part of The Works;

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

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

Variation has the meaning in Clause 36;

Work includes the provision of materials;

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 shall not form part of, nor be used in the interpretation of, the Contract;
- (d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;

- (e) communications between the Principal, the Superintendent and the Contractor shall be in the English language;
- (f) measurements of physical quantities shall be in legal units of measurement of the jurisdiction in Item 9;
- (g) unless otherwise provided, prices are in the currency in Item 10(a) and payments shall be made in that currency at the place in Item 10(b);
- (h) the law governing the Contract, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in Item 9; and
- (i) if pursuant to Annexure Part E to these General Conditions, 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 Contractor's warranties

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

- (a) the Contractor:
 - (i) at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of WUC;
 - (ii) has examined any Preliminary Design included in the Principal's Project Requirements and that such Preliminary Design is suitable, appropriate and adequate for the purpose stated in the Principal's Project Requirements;
 - (iii) shall carry out and complete the Contractor's Design Obligations to accord with the Principal's Project Requirements and, if subclause 9.4 applies, accept the novation and retain the Principal's consultants for any Work the subject of a prior contract with the Principal; and
 - (iv) shall carry out and complete WUC in accordance with the Design Documents so that The Works, when completed, shall:
 - (A) be fit for their stated purpose; and
 - (B) comply with all the requirements of the Contract; and

- (b) subject to Clause 9, the Consultants identified in the Contractor's tender are suitably qualified and experienced.

2.3 Warranties unaffected

The warranties remain unaffected notwithstanding:

- (a) that design Work (including the Preliminary Design) has been carried out by or on behalf of the Principal and included in the Principal's Project Requirements;
- (b) that the Contractor has entered into a novation of any prior Contract between the Principal and a Principal's consultant under subclause 9.4 and thereafter has retained that consultant in connection with WUC;
- (c) any receipt or review of, or comment or Direction on, the Design Documents by the Superintendent; or
- (d) any Variation.

2.4 Quantities

Quantities in a 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 the 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 the 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 13, 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 Schedule of Rates omits an Item which should have been included, the Item shall be a deemed Variation.

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 14 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 15 or 16. 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 15(e)) shall be reduced by the percentage or amount in Item 15(f) or 16(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 15(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.

The Contractor shall bear the cost of compliance with a Direction under this subclause to the extent that any inconsistency, ambiguity or discrepancy in the Design Documents or between the Design Documents and the Principal's Project Requirements necessitates the Direction.

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

8.2 Principal-supplied documents

The Principal shall supply to the Contractor the documents and number of copies thereof, both stated in Item 17.

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 at the times or stages stated in Item 18.

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

If the Contractor submits a document to the Superintendent, then except where the Contract otherwise provides:

- (a) the Superintendent shall not be required to check that document for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the Contract;
- (b) notwithstanding subclause 2.1, 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 that document, the Superintendent shall give, within the time stated in Item 19, the appropriate Direction, including reasons if the document is not suitable.

A Direction by the Superintendent to vary anything in the Design Documents shall be a Variation to WUC only to the extent that the Design Documents, before such Variation, complied, or would have complied, with the Principal's Project Requirements.

Copies of documents supplied by the Contractor shall be the Principal's property but shall not be used nor 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 engage and retain the consultants identified in the Contractor's tender.

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 20; 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;
- (b) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal;
- (c) provision that if the Contract is terminated and upon the Subcontractor being paid the sum certified by the Superintendent as owing to the Subcontractor, the Contractor and the Subcontractor shall, after the Principal has done so, promptly execute a deed of novation in the form of Annexure Part C.

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

- (d) where the Subcontractor is a Consultant, provision that the Subcontractor shall effect and maintain professional indemnity insurance on the same terms as are required under Items 25(c) and 25(d).

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

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

When directed by the Principal, the Contractor, without being entitled to compensation, shall promptly execute a deed of novation in the form of Annexure Part D, such deed being between the Principal, the Contractor and the Subcontractor or the Selected Subcontractor stated in Item 21 for the particular part of the Preliminary Design or Selected Subcontract Work.

9.5 Contractor's responsibility

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

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

10. Intellectual Property Rights

10.1 Warranties and indemnities

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

The Contractor warrants that any other design, materials, documents and methods of Working, each provided by the Contractor, shall not infringe any Intellectual Property Right.

Each party shall indemnify the other against such respective infringements.

10.2 Intellectual Property Rights granted to Principal

The Alternative in Item 22 applies.

Alternative 1

The Contractor grants to the Principal an irrevocable licence to use the Design Documents for WUC. Such licence shall also include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to, The Works and the copying of the documents for such purposes.

Alternative 2

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

The Contractor shall do everything necessary to perfect such vesting.

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

11. Legislative Requirements

11.1 Compliance

The Contractor shall satisfy all Legislative Requirements except those in Item 23(a) or directed by the Superintendent to be satisfied by or on behalf of the Principal.

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

11.2 Changes

If a Legislative Requirement:

- (a) necessitates a change:
 - (i) to the Principal's Project Requirements;
 - (ii) to The Works;
 - (iii) to so much of WUC as is identified in Item 23(b);
 - (iv) being the provision of services by a municipal, public or other statutory authority in connection with WUC; or
 - (v) in a fee or charge or payment of a new fee or charge;
- (b) comes into effect after the 14th day before the 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 such part of the design of WUC, including the Preliminary Design provided by the Principal, as is not warranted under Clause 2.

15. Damage to persons and property other than WUC

15.1 Indemnity by Contractor

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

The Contractor shall indemnify the Principal against:

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

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

This subclause shall not apply to:

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

15.2 Indemnity by Principal

The Principal shall indemnify the Contractor in respect of claims referred to in subclause 15.1(d).

16A Insurance of The Works

The Alternative in Item 24(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 subclause 14.3(b) and 14.3(c).

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

- (a) Contract Sum;
- (b) provision in Item 24(b) to provide for costs of demolition and removal of debris;
- (c) provision in Item 24(c) for Consultants' fees and Principal's consultants' fees;
- (d) value in Item 24(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 24(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, Consultants and 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.

16B Professional indemnity insurance

Before commencing WUC, the Contractor shall effect and maintain professional indemnity insurance with levels of cover not less than stated in Item 25(a).

The insurance shall be maintained until the Final Certificate is issued and thereafter for the period as stated in Item 25(b).

The Contractor shall ensure that every Consultant, if within a category stated in Item 25(c), shall effect and maintain professional indemnity insurance with levels of cover not less than stated in Item 25(c) applicable to that category.

Each such Consultant's professional indemnity insurance shall be maintained until the Final Certificate is issued and thereafter for the period as stated in Item 25(d).

17. Public liability insurance

The Alternative in Item 26(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, Consultants and Subcontractors from time to time, whenever engaged in WUC;
- (c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by Clause 16A) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- (d) be endorsed to cover the use of any Construction Plant not covered under a comprehensive or third party motor vehicle insurance policy;
- (e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Item 26(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

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

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

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

19. Inspection and provisions of insurance policies

19.1 Proof of insurance

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

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

19.2 Failure to produce proof of insurance

If after being so requested, a party liable to insure fails promptly to provide evidence of satisfactory compliance, 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 16A 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 Consultant or a Subcontractor a notice in connection with the policy;
- (b) provides that a notice of claim given to the insurer by either party, the Superintendent, a Consultant or a Subcontractor shall be accepted by the insurer as a notice of claim given by both parties, the Superintendent, the Consultant and the Subcontractor; and
- (c) requires the 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 16A or 17 and shall keep the other party informed of subsequent developments concerning the claim. The Contractor shall ensure that Consultants and Subcontractors in respect of their operations similarly inform the parties.

19.5 Settlement of claims

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

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

19.6 Cross liability

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

20. Superintendent

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

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

21. Superintendent's Representative

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

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

22. Contractor's representative

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

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

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

23. Contractor's employees and Subcontractors

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

24. Site

24.1 Access and possession

Before the expiry of the time stated in Item 27(a), the Principal shall give the Contractor access to the Site sufficient to enable the Contractor to commence and carry out the Contractor's Design Obligations.

Provided the Contractor has complied with subclause 19.1, the Principal shall before the expiry of the time in Item 27(b), 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 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, Consultants and Subcontractors so as to enable monitoring and quality auditing.

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

29.3 Defective Work

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

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

If:

- (a) the Contractor fails to comply with such a Direction; and

* See Preface

(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 Superintendent shall give to the Contractor the information, materials, documents and instructions by the times or within the periods both stated in Item 28.

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

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

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

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

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

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

If compliance with any such Directions under this clause, except those pursuant to the Contractor's default, 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 Consultant, a Subcontractor or the employees or agents of any of them;
- (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 subclause 33.1(a)(ii) and subclause 33.2. If the Contractor made the protection, safety, court order or suspension of work necessary, the Contractor shall bear the cost of suspension pursuant to subclause 33.1(b) or (c). 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 30 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 31(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 31(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 33 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 33, 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 (including being within the warranties in subclause 2.2):

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

36.2 Proposed Variations

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

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

- (a) effect on the Program (including the Date for Practical Completion); and
- (b) cost (including all warranties and time-related costs, if any) of the proposed Variation.

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

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

36.3 Variations for convenience of Contractor

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

36.4 Pricing

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 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 34.

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 34, 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 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 35 and the Contractor:

- (a) provides the additional Security in Item 15(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 36 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, Consultants and Subcontractors

38.1 Workers, Consultants 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;
- (b) Consultants; and
- (c) Subcontractors,

in respect of WUC the subject of that claim.

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

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

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, Consultants and Subcontractors.

38.3 Direct payment

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

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

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

39. Default or insolvency

39.1 Preservation of other rights

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

39.2 Contractor's default

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

Substantial breaches include, but are not limited to:

- (a) failing to:
 - (i) perform properly the Contractor's Design Obligations;
 - (ii) provide Security;
 - (iii) provide evidence of insurance;
 - (iv) comply with a Direction of the Superintendent pursuant to subclause 29.3; or
 - (v) use the materials or standards of Work required by the Contract;
- (b) wrongful suspension of Work;
- (c) substantial departure from a Program without reasonable cause or the Superintendent's approval;
- (d) where there is no 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;
- (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;
 - (ii) Contract with such of the Consultants and Subcontractors; and
 - (iii) take possession of, and use, such of the Design Documents,

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

If the Principal takes possession of Construction Plant, Design Documents or other things, the Principal shall maintain them and, subject to subclause 39.6, on completion of the Work taken out, shall return such of them as are surplus.

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

39.6 Adjustment on completion of Work taken out

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

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

apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Contractor.

39.7 Principal's default

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

Substantial breaches include, but are not limited to:

- (a) failing to:
 - (i) provide Security;
 - (ii) produce evidence of insurance;
 - (iii) rectify inadequate Contractor's access to the Site if that failure continues for longer than the time stated in Item 37(a);
 - (iv) rectify inadequate Contractor's possession of the Site if that failure continues for longer than the time stated in Item 37(b); or
 - (v) make a payment due and payable pursuant to the Contract; and
- (b) the Superintendent not giving a Certificate of Practical Completion or reasons as referred to in subclause 34.6.

39.8 Contractor's notice to show cause

A notice given under subclause 39.7 shall state:

- (a) that it is a notice under Clause 39 of these General Conditions;
- (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.

If Alternative 2 of subclause 10.2 applies and the Principal has terminated the Contract, the Principal may also, without payment of compensation, take possession of the Design Documents.

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, Consultants, Subcontractors and their respective employees engaged in WUC at the date of frustration; and
 - (C) by the Contractor in expectation of completing WUC and not included in any other payment; and
- (c) each party shall promptly release and return all Security provided by the other.

41. Notification of claims

41.1 Communication of claims

The Prescribed Notice is a written notice of the general basis and quantum of the claim.

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

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

41.2 Liability for failure to communicate

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

41.3 Superintendent's decision

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

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

42. Dispute resolution

42.1 Notice of Dispute

If a difference or Dispute (together called a “Dispute”) between the parties arises in connection with the subject matter of the Contract, including a Dispute concerning:

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

or like claim available under the law governing the Contract,

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

Notwithstanding the existence of a Dispute, the parties shall, subject to Clauses 39 and 40 and subclause 42.4, continue to perform the Contract.

42.2 Conference

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

If the Dispute has not been resolved within 28 days of service of the notice of Dispute, that Dispute shall be and is hereby referred to 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 38(a). The arbitration shall be conducted in accordance with the rules in Item 38(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 terms of the Contract shall be varied, waived, discharged or released, except with the prior written consent of the parties.

Annexure Part A

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

Item		
1	Principal (Clause 1)	Shire of Narrogin ACN Click or tap here to enter text. ABN Click or tap here to enter text.
2	Principal's address	89 Earl Street, NARROGIN WA 6312 Phone 08 9890 0900 Fax N/A
3	Contractor (Clause 1)	Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.
4	Principal's Authorised Representative (Clause 1)	Ian Graham
5	Contractor's address	Click or tap here to enter text. Phone Click or tap here to enter text. Fax Click or tap here to enter text.
6	Superintendent (Clause 1)	Successful Projects ACN 078 054 305 ABN 28 078 054 305
7	Superintendent's address	Ground Floor, 168 St George's Street, PERTH WA 6000 Phone 08 6268 8000 Fax N/A
8	(a) Date for Practical Completion (Clause 1)	Click or tap here to enter text.
	OR	
	(b) Period of time for Practical Completion (Clause 1)	4 months from Site Possession
	Guidance note: If applicable, delete and instead complete equivalent Item (7) in the Annexure Part A — Separable Portions	

Item		
9	Governing law (Clause 1(h))	Western Australia If nothing stated, that of the jurisdiction where the Site is located
10	(a) Currency (Clause 1(g))	Australian Dollar (AUD) If nothing stated, that of the jurisdiction where the Site is located
	(b) Place for payments (Clause 1(g))	Payment shall be made by Electronic Funds Transfer (EFT) If nothing stated, the Principal's address
	(c) Place of business of bank (Clause 1(d))	Click or tap here to enter text. If nothing stated, the place nearest to where the Site is located
11	The Principal's Project Requirements are described in the following documents (Clause 1)	1. Principal Project Requirements NRLC Energy Efficiency Project 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text. 5. Click or tap here to enter text.
12	Preliminary Design (Clause 1)	(a) The Preliminary Design documents are: 1. Not Applicable
13	Quantities in Schedule of Rates, limits of accuracy (subclause 2.5)	Upper Limit Not Applicable Lower Limit Not Applicable
14	Provisional Sum, percentage for profit and attendance (Clause 3)	7 %
15	Contractor's Security	
	(a) Form (Clause 5)	Undated, unconditional and irrevocable Insurance Bonds
	(b) Amount or maximum percentage of Contract Sum	5% being two (2) separate Insurance Bonds at 2.5% each of the contract sum each obtained from an agency that is acceptable to the Principal

Item		
	(Clause 5)	
	(c) If retention moneys, percentage of each Progress Certificate (Clause 5 and subclause 37.2)	Not applicable.
	(d) Time for provision (except for retention moneys) (Clause 5)	Within fourteen (14) days after Date of Acceptance of Tender
	(e) Additional Security for unfixed plant and materials (subclauses 5.4 and 37.3)	Full value of unfixed plant/equipment and materials
	(f) Contractor's Security upon Certificate of Practical Completion is reduced by (subclause 5.4)	50 % of amount held, being one (1) of the two (2) insurance bonds at 2.5% of the contract sum
	Guidance note: If applicable, delete and instead complete equivalent Item (14) in the Annexure Part A — Separable Portions	
16	Principal's Security	
	(a) Form (Clause 5)	Not Applicable.
	(b) Amount or maximum percentage of Contract Sum (Clause 5)	Nil If nothing stated, nil
	(c) Time for provision (Clause 5)	Not Applicable.
	(d) Principal's Security upon Certificate of Practical Completion is reduced by (subclause 5.4)	Not Applicable.

Item			
	Guidance note: If applicable, delete and instead complete equivalent Item (15) in the Annexure Part A — Separable Portions		
17	Principal-supplied documents (subclause 8.2)	Document	No. of copies
		1. Principals_Project_Requirements_NRLC Energy Efficiency Project.pdf	01
		2. a. Shire_of_Narrogin_Leisure_Centre-Electrification__Solar_and_Battery_Feasibi_Redacted.pdf	01
		3. b. Narrogin Regional Leisure Centre - Upgrades - Mech Options Report_Rev D.pdf	01
		4. c. Narrogin Regional Leisure Centre HHW Rebalance R0.pdf	01
		5. d. SW BS Schematic Markup R0.pdf	01
		6. e. Gamcorp NRLC Roof Structure Report.pdf	01
		7. f. Solar Ready Certification by Gamcorp - Engineering Methodology.pdf	01
		8. g. WML NRLC Roof Structure deflection (email).pdf	01
		9. h. Existing Gas Boiler Information.pdf	01
18	Documents, numbers of copies, and the times or stages at which they are to be supplied by the Contractor (subclause 8.3)	Document	No. of copies
		1. Principals_Project_Requirements_NRLC Energy Efficiency Project.pdf	01
		2. a. Shire_of_Narrogin_Leisure_Centre-Electrification__Solar_and_Battery_Feasibi_Redacted.pdf	01
		3. b. Narrogin Regional Leisure Centre - Upgrades - Mech Options Report_Rev D.pdf	01
		4. c. Narrogin Regional Leisure Centre HHW Rebalance R0.pdf	01

Item				
		5. d. SW BS Schematic Markup R0.pdf	01	List
		6. e. Gamcorp NRLC Roof Structure Report.pdf	01	
		7. f. Solar Ready Certification by Gamcorp - Engineering Methodology.pdf	01	
		8. g. WML NRLC Roof Structure deflection (email).pdf	01	
		9. h. Existing Gas Boiler Information.pdf	01	
19	Time for Superintendent's Direction about documents (subclause 8.3)	14 days		
20	Subcontracting (subclause 9.2)	Work by Consultants	Work by others	
		Not Applicable	Not Applicable	
		Click or tap here to enter text.	Click or tap here to enter text.	
		Click or tap here to enter text.	Click or tap here to enter text.	
		Click or tap here to enter text.	Click or tap here to enter text.	
		Click or tap here to enter text.	Click or tap here to enter text.	
21	Novation (subclause 9.4)	Subcontractor or Selected Subcontractor, as the case may be: Not Applicable.	Particular part of the Preliminary Design or Selected Subcontract Work, as the case may be: Not Applicable.	
		Choose an item.	Click or tap here to enter text.	
		Choose an item.	Click or tap here to enter text.	
		Choose an item.	Click or tap here to enter text.	
		Choose an item.	Click or tap here to enter text.	
		Choose an item.	Click or tap here to enter text.	
22	Intellectual Property Rights granted to the Principal, the Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies		

Item		
	(subclause 10.2)	
23	Legislative Requirements	
	(a) Those excepted (subclause 11.1)	Those approvals (including applications) and conditions which are identified as being the Principal's responsibility in the Principal Project Requirements (PPR).
	(b) Identified WUC (subclause 11.2(a)(iii))	All WUC.
24	Insurance of The Works (Clause 16A)	
	(a) Alternative applying	Alternative 1.
	If Alternative 1 applies	
	(b) Provision for demolition and removal of debris	Not Applicable \$Click or tap here to enter amount.
		OR
		10% of the Contract Sum
	(c) Provision for Consultants' fees and Principal's consultants' fees	Not Applicable
		OR
		Click or tap here to enter text. % of the Contract Sum
	(d) Value of materials or things to be supplied by the Principal	Not Applicable
	(e) Additional amount or percentage	Not Applicable
		OR
		Click or tap here to enter text. % of the total of (a) to (d) in Clause 16A
25	Professional indemnity insurance (Clause 16B and subclause 9.2(b))	
	(a) Levels of cover of Contractor's professional indemnity insurance shall be not less than	\$Five Million (\$5,000,000.00)
	(b) Period for which Contractor's professional indemnity insurance shall be	6 years

Item			
	maintained after issue of the Final Certificate		
(c) Categories of Consultants and levels of cover of Consultants' professional indemnity insurance	Category	Levels of cover	
	Electrical Engineering	\$ 5,000,000	
	Hydraulic Engineering	\$ 5,000,000	
	Plumbing Engineering	\$ 5,000,000	
	Structural Engineering	\$ 5,000,000	
(d) Period for which each Consultant's professional indemnity insurance shall be maintained after issue of the Final Certificate			
	Six (6) years		
26	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	\$10,000,000.00	
27	(a) Time for giving access (subclause 24.1)	Within 14 days of Date of Acceptance of Tender	
	(b) Time for giving possession (subclause 24.1)	Within 14 days of Date of Acceptance of Tender	
28	The information, materials, documents or instructions and the times by, or periods within which they are to be given to the Contractor (Clause 32)	Documents or instructions	Times/Periods
		1. Not Applicable	List
		2. Click or tap here to enter text.	List
		3. Click or tap here to enter text.	List
		4. Click or tap here to enter text.	List

Item					
		5. Click or tap here to enter text.	List		
29	Qualifying Causes of Delay, causes of delay for which EOTs will not be granted (Clause 1(b)(iii) and subclause 34.3)	Not Applicable			
30	Liquidated damages, rate (subclause 34.7)	\$200.00 per day			
	Guidance note: If applicable, delete and instead complete equivalent Item (29) in the Annexure Part A — Separable Portions				
31	Bonus for early Practical Completion (subclause 34.8)				
	(a) Rate	Not Applicable.			
	(b) Limit	Not Applicable.			
	Guidance note: If applicable, delete and instead complete equivalent Item (30) in the Annexure Part A — Separable Portions				
32	Other Compensable Causes (subclause 1(b) and subclause 34.9)	<ol style="list-style-type: none"> 1. Latent conditions in accordance with clause 25. 2. Inclement weather. 3. Artefacts and relics. 4. Variations (including deemed variations). 5. A suspension under subclause 33.1 arising from an act, default or omission of the Principal or Superintendent. 6. Authority and approval delays: <ol style="list-style-type: none"> a) which are not caused or contributed to by the Contractor. b) which could not reasonably have been anticipated by a competent contractor having regard to the scope of the WUC. c) provided that the Contractor has made applications and approvals for the Works in a timely manner; and 			

Item		
		<p>d) provided that the Contractor has programmed for Authority and approval timeframes which are consistent with statutory timeframes (or where there is no statutory timeframe, the time which would normally be taken for the Authority or approval in respect of similar approvals for projects of a similar size, nature and complexity'</p> <p>7. Industrial action or stoppage which is not due to any breach by ADCO of its industrial obligations or at law, beyond the programmed allowance.</p> <p>8. Force Majeure Events; or</p> <p>9. A direction by the Superintendent to carry out a Provisional Sum.</p>
Guidance note: If applicable, delete and instead complete equivalent Item (31) in the Annexure Part A — Separable Portions		
33	Defects Liability Period (Clause 35)	12 months If nothing stated, 12 months
34 Progress Claims (subclause 37.1)		
	(a) Times for progress claims	25 day of each month for WUC done to the 25 day of that month
	OR	
	(b) Stages of WUC for progress claims	Not Applicable.
	35 Unfixed plant and materials for which payment claims may be made (subclause 37.3)	Any unfixed plant and materials which are agreed with the Superintendent prior to purchase
36	Interest rate on overdue payments (subclause 37.5)	0% per annum
37	(a) Time for Principal to rectify inadequate access (subclause 39.7(a)(iii))	14 days If nothing stated, 14 days
	(b) Time for Principal to rectify inadequate possession	14 days

Item		
	(subclause 39.7(a)(iv))	If nothing stated, 14 days
38	Arbitration (subclause 42.3)	
	(a) Person to nominate an arbitrator	The President of the Institute of Arbitrators & Mediators Australia
	(b) Rules for arbitration	Rules 5–18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations.
	(c) Appointing Authority under UNCITRAL Arbitration Rules	The President of the Institute of Arbitrators & Mediators Australia

Annexure Part A — Separable Portions

This section should be completed only if the Contract provides for Separable Portions.

Complete separate pages for each Separable Portion, which should be numbered appropriately. Any balance of the Works should also be a Separable Portion.

	Separable Portion (Clause 1)	Not Applicable.
	Description of Separable Portion (Clause 1)	Click or tap here to enter text.
Item		
7	(a) Date for Practical Completion (Clause 1)	Click or tap here to enter text.
OR		
	(b) Period of time for Practical Completion (Clause 1)	Click or tap here to enter text.
14	Contractor's Security	
	(a) Form (Clause 5)	Click or tap here to enter text.
	(b) Amount or maximum percentage value of this Separable Portion (Clause 5)	Click or tap here to enter text. If nothing stated, 5% of value of this Separable Portion
	(c) If retention moneys, percentage of each Progress Certificate applicable to this Separable Portion (Clause 5 and subclause 37.2)	Click or tap here to enter text.% until the limit in Item 14(b) If nothing stated, 10%, until the limit in Item 14(b)
	(d) Time for provision (except for retention moneys) (Clause 5)	Within Click or tap here to enter text. days after Date of Acceptance of Tender If nothing stated, 28 days
	(e) Additional Security for unfixed plant and materials	Click or tap here to enter text. \$ Click or tap here to enter text.

	(subclauses 5.4 and 37.3)	
	(f) Contractor's Security upon Certificate of Practical Completion is reduced by (subclause 5.4)	Click or tap here to enter text. % of amount held If nothing stated, 50% of amount held
15	Principal's Security	
	(a) Form (Clause 5)	Click or tap here to enter text.
	(b) Amount or maximum percentage of value of this Separable Portion (Clause 5)	Click or tap here to enter text. If nothing stated, nil
	(c) Time for provision (Clause 5)	Within Click or tap here to enter text. days after Date of Acceptance of Tender If nothing stated, 28 days
	(d) Principal's Security upon Certificate of Practical Completion is reduced by (subclause 5.4)	Click or tap here to enter text. % of amount held If nothing stated, 50% of amount held
29	Liquidated damages, rate (subclause 34.7)	Click or tap here to enter text. per day \$ Click or tap here to enter text. per day
30	Bonus for early Practical Completion (subclause 34.8)	
	(a) Rate	Click or tap here to enter text. per day \$ Click or tap here to enter text. per day
	(b) Limit	Click or tap here to enter text. \$ Click or tap here to enter text. OR Click or tap here to enter text. % of value of this Separable Portion If nothing stated, there is no waiver
31	Other Compensable Causes (Clause 1(b) and subclause 34.9)	Click or tap here to enter text.

Annexure Part B — Approved form of unconditional undertaking

Annexure to the Australian Standard General
Conditions of contract for design and construct AS 4902—2000

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

Approved form of unconditional undertaking (Clause 1 – Security)

At the request of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.(the Contractor) and in consideration of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.(the Principal)

accepting this undertaking in respect of the Contract for Click or tap here to enter text. (the Project) Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text. (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 Click or tap here to enter text. (\$ Click or tap here to enter text.)

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 Click or tap here to enter text. 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 Click or tap here to enter text. (\$ Click or tap here to enter text.) 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 Click or tap to enter a date. this Click or tap here to enter text. day of Click or tap here to enter text. 20 Click or tap here to enter text.

Annexure Part C — Deed of novation

Annexure to the Australian Standard General conditions of contract for design and construct AS 4902—2000

Deed of novation (subclause 9.2(c))

This Deed made the Click or tap here to enter text. day of Click or tap here to enter text. 20Click or tap here to enter text.

between Click or tap here to enter text. (the Principal) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

and Click or tap here to enter text. (the Contractor) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

and Click or tap here to enter text. (the Subcontractor) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

and Click or tap here to enter text. (the Incoming Contractor) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text. witness that:

1. Upon receipt by the Subcontractor of the sum certified by the Superintendent as owing under the prior contract described in the Schedule hereto:
 - (a) the prior contract shall be discharged;
 - (b) the Subcontractor shall release the Contractor from the further performance of the prior contract and from all claims and demands in connection with the prior contract;
 - (c) the Incoming Contractor shall punctually perform the obligations of the Contractor under the prior contract as far as they are not performed. The Incoming Contractor acknowledges itself bound by the provisions of the prior contract as if the Incoming Contractor had been named in the prior contract; and
 - (d) the Subcontractor shall punctually perform like obligations and be bound to the Incoming Contractor as if the provisions of the prior contract were incorporated herein.
2. The Principal and Subcontractor each warrant to the Incoming Contractor that:
 - (a) subcontract work carried out to the date hereof is in accordance with the provisions of the prior Contract; and
 - (b) all claims and demands in connection with the prior Contract have been made to the Contractor.
3. The Principal and Subcontractor each indemnifies the Incoming Contractor from all claims and demands of the Contractor, Principal and Subcontractor in connection with the prior contract.
4. A Dispute between:
 - (a) the Principal and the Subcontractor in connection with the Superintendent's certification of the sum owing under the prior contract; or

(b) the Incoming Contractor and the Subcontractor in connection with Clause 1(c) or 1(d), shall be resolved pursuant to the provisions of AS 4903—2000 Subcontract Conditions for Design and Construct which for the purposes of this Clause 4 are incorporated herein.

5. This Deed shall be governed by the laws of the jurisdiction stated in Item 8 of the Contract between the Principal and Contractor.

Schedule

Click or tap here to enter text.

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

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

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

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

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

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

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

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

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

Annexure Part D — Deed of novation

Annexure to the Australian Standard General conditions of contract for design and construct AS 4902—2000

Note: Usually the Continuing Part is the Subcontractor, Selected Subcontractor or Consultant, as the case may be.

Deed of novation (subclause 9.4)

This Deed made this Click or tap here to enter text. day of Click or tap here to enter text. 20Click or tap here to enter text.

between Click or tap here to enter text. (the Outgoing Party) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

and Click or tap here to enter text. (the Incoming Party) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

and Click or tap here to enter text. (the Continuing Party) of Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.

witness that:

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

Schedule

Click or tap here to enter text.

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

THE COMMON SEAL of the Outgoing Party was affixed to this document in the presence of:

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

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

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

THE COMMON SEAL of the Continuing Party was affixed to this document in the presence of:

Signed by Secretary/Director

Name: Click or tap here to enter text.

Signed by Director

Name: Click or tap here to enter text.

Annexure Part E — Deletions, amendments and additions

Annexure to the Australian Standard General conditions of contract for design and construct AS 4902—2000

1. The following clauses have been deleted from the General Conditions in AS 4902—2000

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.