BERRINGA LONG DAY CARE CENTRE UPGRADE

REQUEST FOR QUOTE

TOWONG SHIRE COUNCIL

FRIDAY 13 FEBRUARY 2015

Prepared by:
AK Project Solutions
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# Table of Contents

1. Introduction ......................................................................................................................... 4
   1.1. Background ..................................................................................................................... 4
   1.2. Scope of Works ............................................................................................................... 4
       1.2.1. Demolition ................................................................................................................. 4
       1.2.2. Building Works – Internal Works ............................................................................. 4
       1.2.3. Building Works – External Works ............................................................................ 5
       1.2.4. Fire Services ........................................................................................................... 5
       1.2.5. Works to be confirmed post tender ........................................................................ 5
       1.2.6. Works by Others ..................................................................................................... 5
   1.3. Included information ...................................................................................................... 5
       1.3.1. Bellbridge Masterplan and Strategy ......................................................................... 5
       1.3.2. Site & Floor Plans .................................................................................................... 6
       1.3.3. Bethanga Photo Set ................................................................................................. 6
   1.4. Construction Work Hours ............................................................................................... 6
   1.5. Form of Contract ............................................................................................................ 6
   1.6. Request for Quote Closing Date: .................................................................................... 6
   1.7. Enquiries ....................................................................................................................... 6
   1.8. Discrepancies, Errors and Ambiguities ......................................................................... 6

2. Conditions of Tendering ...................................................................................................... 7
   2.1. The Tenderers Obligation ............................................................................................... 7
       2.1.1. Tenderer Bound by the Condition of Tender .......................................................... 7
   2.2. Tender Documents ......................................................................................................... 7
       2.2.1. Tender Documents – General .................................................................................. 7
       2.2.2. Document Issue ....................................................................................................... 7
       2.2.3. Ownership of Tender Documents .......................................................................... 7
       2.2.4. Accuracy of the Tender Information ...................................................................... 7
       2.2.5. Confidentiality and Copying .................................................................................. 7
       2.2.6. Others to be Bound ................................................................................................. 7
   2.3. Information for Tenderers ............................................................................................. 8
       2.3.1. Tenderer to Become Informed ................................................................................. 8
       2.3.2. Site Conditions ........................................................................................................ 8
       2.3.3. Evidence of Competency / Compliance ................................................................. 8
       2.3.4. Design ..................................................................................................................... 8
   2.5. Tender Submission ........................................................................................................ 9
       2.5.1. Non-conforming Tenders ....................................................................................... 9
       2.5.2. Tender Program ..................................................................................................... 9
2.5.3 Tender Validity Period ................................................................. 9
2.5.4 Evaluation of Tenders .................................................................. 9
2.5.5 Costs to Tenderers ................................................................. 9
2.5.6 Completed Documents to be Lodged with Tender: ....................... 9

3 Request for Quote Forms..................................................................... 10

3.1 REQUEST FOR QUOTE FORM ....................................................... 10
3.1.1 PART 1 – Tender Price (Excluding GST) ....................................... 10
3.1.2 PART 2 – Schedule ..................................................................... 12
3.1.3 PART 3 – Rates and Conditions .................................................. 12
3.1.4 PART 4 Authorisation................................................................. 12

3.2 Schedule of Labour Rates ............................................................. 13
3.3 Warranty Schedule ....................................................................... 14

4 Part A - General Conditions of Contract ............................................ 15

5 Attachments .................................................................................... 18

5.1 Attachment 1 - Bellbridge Masterplan and Strategy ....................... 18
5.2 Attachment 2 - Site & Floor Plans .................................................. 18
5.3 Attachment 3 - Bethanga Photo Set ............................................... 18
1 INTRODUCTION

1.1 Background

Berringa Community Centre is a centrally located building primarily utilised for community gatherings and the delivery of pre-kindergarten services.

Towong Shire Council's strategic Council Plan 2013-2017 is committed to pursuing extended childcare services across the shire. Council, in partnership with the state government provided extensive community consultation facilities by Melbourne based architects Clarke Hopkins Clarke. This process was designed to assist the community of Bellbridge to determine and shape the future of their township.

Towong Shire Council currently delivers 15 hours of Kindergarten at Bellbridge per week from the Berringa Community Centre. Maternal Child Health services, Playground and community meetings are also delivered by council at Berringa Community centre.

Community Feedback suggests that the lack of a long day care and after school care is holding back progress and further development of the Bellbridge community. The lack of children's services does not adequately cater for the family and community needs.

1.2 Scope of Works

Broadly, the Scope of Works entails modifications and alterations to the existing building to modernise and upgrade the facility suitable for the proposed expanded services. These modifications include relocation of storage areas, additional bathrooms, renewed kitchen and outdoor area.

The project scope of works is outlined in the included Tender Documents and involves the following key elements:

1.2.1 Demolition

- Remove two existing windows in store rooms and retain lintel as noted.
- Demolish and remove approximately 1.8m x 2.4m exterior brick wall under removed windows in store room.
- Demolish interior walls of 2 of Store rooms in long day care centre.
- Remove operable curtain wall.
- Dismantle and remove kitchen cupboard doors, kitchen appliances and bench top in kitchen.
- Demolish interior wall between kitchen and front lobby and make good gas, power and water connections for kitchen.
- Remove for relocation hand wash sink in kitchen as noted on attached plans.

1.2.2 Building Works – Internal Works

- Make good existing ceiling falling away in store room as noted.
- Make good to floors as required.
- Replace operable curtain wall with Pin board type operable wall as noted on attached plans.
- Supply and Install 2 of double glazed doors within demolished brick works under windows approximately 1.8m x 2.4m.
- Create a new toilets for long day care centre under existing eaves and reuse side entrance door as noted on attached plan.
  - External walls to match existing
• Tiles to floor & skirting
• Paint to walls and ceiling
• Connect drainage and sewer points in new bathroom to existing pipe work on far side of building.

• Make good to ceiling surrounding demolished interior walls.
• Construction partition walls and doors to new store rooms between the Kitchen and Lobby all material to match existing.
• Replace kitchen cupboard doors, bench top and sink with metal double basin sink. Note s1.2.5 regarding relocation of joinery from Tallangatta.
• Remove and replace splash back with 150mm x 150mm tiles
• Relocate door furniture to 1.5m high on door from lobby to Long Day Care Centre and install a compliant lock.
• Make good to all electrical.
• Install step down hand wash sink in children’s services area as noted.
• Sand and paint front entry door.
• Provide a separable portion price to line and paint all existing internal face brick walls
• Provide a separable portion price to re-paint existing childcare building

1.2.3 Building Works – External Works
• Relocate air conditioning units to wall mounted brackets directly above existing location.
• Relocate Telstra wire from ground level to above new glazed doors.
• Supply and install step down hand wash sink on existing wall outside of new toilet.
• Install new door to existing shed and erect a divider wall in to divide the shed into two.
• New Storage Shed with concrete slab to Long Day Care playground as shown.
• Install sink between new double doors in outside area.
• Excavate for landscaping for children’s outside play area.
• Erect boundary fence 1.8m high powder coated to match existing.
• Install new swinging gate to existing children's play area as noted.
• Pour concrete slab around existing building to mould into landscape.

1.2.4 Fire Services
• Installation and certification of necessary fire extinguishers and signage as required to ensure compliance.

1.2.5 Works to be confirmed post tender
• Council has access to some kitchen joinery from another site in Tallangatta. It is anticipated that the successful Tenderer would work with Council to relocate this joinery, modify as required and re-establish into the new Kitchen.

1.2.6 Works by Others
• Landscaping and playground

1.3 Included information

1.3.1 Bellbridge Masterplan and Strategy
A copy of the Bellbridge Masterplan and Strategy has been included to provide background information to the project.
1.3.2 Site & Floor Plans
Extracted from the Bellbridge Masterplan and Strategy, included are plans of the existing conditions, site and the proposed floor plan as described in the Scope of Works.

1.3.3 Bethanga Photo Set
Included is a set of photos describing the existing conditions and the proposed works. Tenderers should review these photos in conjunction with other Request for Quote information in preparing their Tender.

1.4 Construction Work Hours
The existing facility is currently being used by the community and user groups on Wednesday and Friday each week. It is anticipated that the Scope of Works will be carried out concurrently to this use and as such the Tender should allow for securing and vacating the site on these days. Access on all other days is OK.
Extended interruptions may be able to be coordinated on occasion and through request to the Project Manager however this cannot be assured.

1.5 Form of Contract
The contract will be a Lump Sum Contract, not subject to rise and fall and exclusive of GST (Goods and Services Tax). The form of contract shall be General Conditions of Contract AS2124 – 1992.
A copy of the Contract is not included in the tender documents, tenderers should make their own arrangements to obtain and review a copy of the Contract.
Part A of the General Conditions of Contract have been included as part of the Tender Conditions.

1.6 Request for Quote Closing Date:

5:00PM - Friday 27 February 2015

Tenders should be submitted electronically via E-mail to the contact person outlined below.

1.7 Enquiries
Any enquiries regarding the Tender Conditions, Tender Documents or other aspects of the Tender should be directed to the designated Contact Person:
Name: Andrew Kaye
Phone: 0414 771 024
E-mail: akaye@akps.com.au

1.8 Discrepancies, Errors and Ambiguities
It is the responsibility of the Tenderer to peruse the Tender Information, Conditions of Tender and all Tender Documents with a view of identifying any discrepancies, errors or ambiguities.
Should the Tender find any discrepancies, errors or ambiguities they shall immediately notify Towong Shire Council. Following such notice, Towong Shire Council may issue an addendum to clarify the issue.
2 CONDITIONS OF TENDERING

2.1 The Tenderers Obligation

2.1.1 Tenderer Bound by the Condition of Tender
In submitting a Tender the Tenderer acknowledges they are bound by the Conditions of Tender and accompanying Tender Documents.

2.2 Tender Documents

2.2.1 Tender Documents – General
The Tender Documents shall include Tender information as issued as part of the Tender, these include:

- Construction Contract (by reference)
- Schedules to the Construction Contract
- Drawings as listed
- Conditions of Tender
- Tender Forms
- Additional Information as listed in the document register and included in the tender documents.

2.2.2 Document Issue
All Tenderers will be provided with a PDF Electronic copy of the Tender Documents. Hard copies can be viewed at the Council office on arrangement with the designated contact person.

2.2.3 Ownership of Tender Documents
Towong Shire Council retains ownership of all Tender Documents issued as part of the tender process.

2.2.4 Accuracy of the Tender Information
Whilst every effort has been made to ensure all Tender Information is true and accurate, the Tenderer must satisfy themselves of this fact. Towong Shire Council or its agents do not warrant the accuracy of this information.

2.2.5 Confidentiality and Copying
All Tender Information provided as part of this Tender should be treated as confidential by the Tenderer. The Tenderer must only copy or reproduce the Tender Information for the purpose of preparing or submitting the Tender Submission.

2.2.6 Others to be Bound
The Tenderer shall ensure that any employee, agent or contractor to it, or any other person to whom it supplies the Tender Information will be bound by the same terms as outlined in these Conditions of Tender.
2.3 Information for Tenderers

2.3.1 Tenderer to Become Informed

Prior to submitting a Tender, the Tenderer must ensure that they have:

- Reviewed and understood all Request for Quote information
- Reviewed and understood the General Conditions of Contract AS 2124 - 1992
- Considered all risk associated with the works as described.

2.3.2 Site Conditions

It is the Tenderer’s responsibility to thoroughly inspect the existing site conditions and surrounding area prior to submitting their Tender.

An open inspection of the building has been organised for all tenderers to inspect on:

**Tuesday 17 February - 10:00 - 11:00 AM**

**Monday 23 February - 10:00 - 11:00 AM**

All tenderers are required to make an inspection of the facility prior to submitting the tender and should confirm which inspection you will be attending with the designated contact person.

2.3.3 Evidence of Competency / Compliance

Where applicable, the Tender should include details of relevant qualifications and licenses to undertake the works outlined in the Tender Documents.

Examples of similar project(s) the Tenderer has undertaken will assist in the assessment of the Tender Submission.

2.3.4 Design

Elements of the proposed works will call for the Contractor to provide a Design and Construction Submission as part of the Tender Submission. Where applicable, the Contractor must ensure the necessary allowance has been made for provision of these works including but not limited to:

- Compliance with relevant Australian Standards and Regulatory Requirements.
- Necessary qualification and insurances to undertake the design.
- Documentation submitted for approval prior to works commencing.
- Certification on completion.
- “As Built” documentation on completion.
2.5 **Tender Submission**

2.5.1 *Non-conforming Tenders*

Should a Tender be considered non-conforming, Towong Shire Council may, at its sole discretion, determine if that Tender should be considered as part of the Tender Evaluation process. Non-conforming Tenders may include those which do not meet the requirements set out in the Tender Documents, Submission Requirements or other aspects of the Conditions of Tender.

2.5.2 **Tender Program**

As part of the Tender Submission the Tenderer shall provide Towong Shire Council with a detailed construction program outlining the main elements of the project delivery.

The Tender Program should identify at least the following:

- Project critical path
- Key milestone dates which may impact on the overall completion date.

2.5.3 **Tender Validity Period**

The Tender Submission is deemed valid for 60 calendar days after the Tender Closing Date.

2.5.4 **Evaluation of Tenders**

Towong Shire Council will evaluate all Tenders based on Schedules and supporting information provided as part of the Tender submission.

The Tenderer should be prepared to discuss, in detail, all aspects of the Tender submission as part of this evaluation process. The Tenderer further acknowledges that the Tender that offers best value to Towong Shire Council may differ from the Tenderer’s assessment of best value.

2.5.5 **Costs to Tenderers**

The Tenderer acknowledges that all costs associated with the review, preparation and submission of the Tender are to be borne by the Tenderer.

2.5.6 **Completed Documents to be Lodged with Tender:**

- Request for Quote Form and associated information
- OH&S Checklist or Management Plan
- Addenda Form (if applicable)
- Schedule of Labour Rates
- Program / Schedule in Gantt Chart form
- Evidence of relevant certifications, licences and insurances.

The Tenderer should also include documents that address the following criteria to assist in the Tender Evaluation:

- **Relevant expertise and track record:**
  - The tenderer’s previous experience and performance on projects of a similar nature in terms of scope of works and project value.

- **Quality of organisation and management structure:**

- **Ability to meet time requirements of the contract:**
  - The tenderer’s record of completing projects on schedule.
3 REQUEST FOR QUOTE FORMS

3.1 REQUEST FOR QUOTE FORM

3.1.1 PART 1 – Tender Price (Excluding GST)
We, the undersigned, are willing to execute the Works in accordance with the Conditions of Contract, Specification and Drawings referred to therein for:

Cost of Building Work (Excluding GST):

<table>
<thead>
<tr>
<th>(Amount in Words)</th>
<th>($ )</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

GST (10%):

<table>
<thead>
<tr>
<th>(Amount in Words)</th>
<th>($ )</th>
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</thead>
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<tr>
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</tbody>
</table>

Fixed Lump Sum (Incl. GST):

<table>
<thead>
<tr>
<th>(Amount in Words)</th>
<th>($ )</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
Contractors are to submit a tender trade breakdown, listed below, showing a cost breakdown of elements totalled to equal the Contract Sum, all figures \textit{excl GST}.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminaries</td>
<td>$</td>
</tr>
<tr>
<td>Demolition</td>
<td>$</td>
</tr>
<tr>
<td>Termite Control</td>
<td>$</td>
</tr>
<tr>
<td>Concrete Works</td>
<td>$</td>
</tr>
<tr>
<td>Carpentry</td>
<td>$</td>
</tr>
<tr>
<td>Joinery</td>
<td>$</td>
</tr>
<tr>
<td>Glazing</td>
<td>$</td>
</tr>
<tr>
<td>Wall Linings</td>
<td>$</td>
</tr>
<tr>
<td>Ceilings</td>
<td>$</td>
</tr>
<tr>
<td>Floor Finishes</td>
<td>$</td>
</tr>
<tr>
<td>Plumbing</td>
<td>$</td>
</tr>
<tr>
<td>Electrical</td>
<td>$</td>
</tr>
<tr>
<td>Mechanical</td>
<td>$</td>
</tr>
<tr>
<td>Insulation</td>
<td>$</td>
</tr>
<tr>
<td>Doors, Door Frames and Hardware</td>
<td>$</td>
</tr>
</tbody>
</table>

\textbf{Total Excluding GST (Including Separable Portions)} $ \quad  

As included in the above figures please provide the following Separable Portions.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint interior walls throughout Childcare</td>
<td>$</td>
</tr>
<tr>
<td>Line and paint all existing interior brick walls</td>
<td>$</td>
</tr>
</tbody>
</table>

\textbf{Total Excluding GST for Separable Portions} $ \quad  

3.1.2 PART 2 – Schedule

Time to Completion of all works: .......... Working Days, based on 36 hr. week.

3.1.3 PART 3 – Rates and Conditions

1. The following items relate to our Tender and will form part of the Contract:

(a) Percentage to be charged for Variations:

<table>
<thead>
<tr>
<th></th>
<th>Plus</th>
<th>(i) Omissions</th>
<th>Minus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminaries</td>
<td>%</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>%</td>
<td></td>
<td>–</td>
</tr>
</tbody>
</table>

(b) Daily Cost for Prolongation of Contract: Rate per day (if applicable) $ _______________

(c) Rate for excavation and removal of rock:

(i) Bulk excavation: $ _______________ per cubic metre measured in ground.

(ii) Trench, Pit or Pad Excavation: $ _______________ per cubic metre measured in ground.

2. We undertake, in the event of your acceptance of this Tender, to execute a Contract embodying all the conditions and terms contained.

3. We agree to abide by this Tender for a period of six (6) calendar weeks from the date fixed for receipt of same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4. We understand that you are not bound to accept the lowest or any Tender you receive.

5. Our Building Practitioners Registration Number is: ________________________________

6. We have Structural Defects Insurance Cover of: $ _______________

Insurance with (Name of Insurance Company)

3.1.4 PART 4 Authorisation

DATED this ______________________ day of ______________________ 20 ________________

SIGNATURE ______________________ in the capacity of ______________________

duly authorised to sign Tenders for and on behalf of ______________________

ADDRESS: ________________________________
## 3.2 Schedule of Labour Rates

<table>
<thead>
<tr>
<th>TRADE</th>
<th>LABOUR RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Bricklayer / Blocklayer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Carpenter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Concreter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Drainer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Electrician</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Joiner</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Labourer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Metalworker</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Painter</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Plasterer</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Plumber</td>
<td>$ /hour</td>
</tr>
</tbody>
</table>
### 3.3 Warranty Schedule

**Warranty Requirements**

A. The Contractor or other approved warrantors are to provide written warranties where so specified elsewhere in this specification.

B. Each warranty is to be in approved form, refer Appendix 1.

C. Warranty periods are to commence from the date of the Notice of Practical Completion.

<table>
<thead>
<tr>
<th>SECTION NAME</th>
<th>NO. OF YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERMITE CONTROL</td>
<td>Conditional upon treatment. Installer to advise.</td>
</tr>
<tr>
<td>WATER DISTRIBUTION</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>SANITARY SEWERAGE</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>PLUMBING FIXTURES</td>
<td>In the form supplied by manufacturers</td>
</tr>
<tr>
<td>STORMWATER DRAINAGE</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>DOORS AND DOOR FRAMES</td>
<td>2 YEARS</td>
</tr>
<tr>
<td>CEILING</td>
<td>10 YEARS</td>
</tr>
<tr>
<td>METAL FINISHES, SHOP-APPLIED</td>
<td>7 YEARS</td>
</tr>
<tr>
<td>TOILET PARTITIONS</td>
<td>2 YEARS</td>
</tr>
<tr>
<td>FIBRE CEMENT PRODUCTS</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>DOOR HARDWARE</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>JOINERY</td>
<td>2 YEARS</td>
</tr>
<tr>
<td>GLASS AND GLAZING</td>
<td>10 YEARS</td>
</tr>
<tr>
<td>APPLIED FINISHES TO CONCRETE FLOORS</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>RESILIENT FLOORING</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>CARPET / MODULAR CARPET</td>
<td>5 YEARS</td>
</tr>
<tr>
<td>PAINTING</td>
<td>2 YEARS</td>
</tr>
</tbody>
</table>
### 4 PART A - GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract AS2124 - 1992 together with the Annexure Part A hereunder, shall form part of this Contract.

#### ANNEXURE to the Australian Standard

**General Conditions of Contract (AS2124 - 1992)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</table>
| **1** | The law applicable is that of the state of:  
(Clauses 1) |
|   | Victoria |
| **2** | Payments under the Contract shall be made at:  
(Clauses 1) |
|   | Tallangatta, Victoria |
| **3** | The Principal:  
(Clauses 2) |
|   | Juliana Phelps |
| **4** | The Address Of The Principal:  
(Clauses 2) |
|   | 32 Towong Street  
(P.O. Box 55)  
Tallangatta Victoria 3700 |
| **5** | The Superintendent:  
(Clauses 2) |
|   | Jamie Heritage |
| **6** | The address of the Superintendent:  
(Clauses 2) |
|   | 32 Towong Street  
(P.O. Box 55)  
Tallangatta Victoria 3700 |
| **7** | Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:  
(Clauses 3.3/(b)) |
|   | Not Applicable |
| **8** | Bills of Quantities - the alternative applying:  
(Clauses 4.1) |
|   | Alternative 2 |
| **9** | The time lodgement for the priced copy of the Bills of Quantities:  
(Clauses 4.2) |
|   | Not Applicable |
| **10** | Contractor shall provide security in the amount of:  
(Clauses 5.2) |
|   | 5% of the Contract Sum (excl. GST), in the form of two (2) bank guarantees to the value of 2.5% of the Contract Sum (excl. GST) each. |
| **11** | Principal shall provide security in the amount of:  
(Clauses 5.2) |
|   | Not Applicable |
| **12** | The period of notice required of a party’s intention to have recourse to retention moneys and / or to convert security:  
(Clauses 5.5) |
|   | 14 days |
| **13** | The percentage to which the entitlement to security and retention moneys is reduced:  
(Clauses 5.7) |
|   | 2.5% of Security of the Contract Sum to be released upon the Award of the Practical Completion, the balance will be released at the end of the Defects Liability Period. |
| **14** | Interest on retention moneys and security the alternative applying:  
(Clauses 5.8) |
|   | Alternative 2 |
14A Delegates of the Principal for the issue of approvals and notices: (Clause 7)

Clause 5.3 Form of Security

Clause 5.4 Time for Lodgement of Security

Clause 8.3 Supply of Documents by the Principal

Clause 27.1 Possession of Site

The Superintendent

The Superintendent

The Superintendent

The Superintendent

15 The number of copies to be supplied by the Principal: (Clause 8.3)

3

16 The number of copies to be supplied by the Contractor: (Clause 8.4)

3

16A Order of precedence to be applied in interpreting the Contract: (Clause 8.1)

(a) Formal Instrument of Agreement dated.................

(b) Letter of Acceptance of Tender dated..................

(c) AS2124- 1992 General Conditions of Contract and Annexure part A;

(d) Specifications, as listed in the Formal Instrument of Agreement

(e) Drawings numbered, as listed in the Formal Instrument of Agreement

(f) Draft Construction Program.

17 The time within which the Superintendent must give a direction as to the suitability and return the Contractor(s) copies: (Clause 8.4)

14 days

18 Work which cannot be subcontracted without approval: (Clause 9.2)

Nil

19 The percentage for profit and attendance: (Clause 11(b))

20 The amount or percentage for profit and attendance: (Clause 11(c))

21 Insurance of the works- the alternative applying: (Clause 18)

Alternative 1

22 The assessment for insurance purposes of the 10% of Contract Sum costs of demolition and removal of debris: (Clause 18 (ii))

10% of contract sum

23 The assessment for insurance purposes consultant fees: (Clause 18 (iii))

10% of contract sum

24 The value of materials to be supplied by the Principal: (Clause 18 (iv))

Nil

25 The additional amount or percentage: (Clause 18 (v))

Nil

26 Public Liability insurance the alternative applying: (Clause 19)

Alternative 1

27 The amount of Public Liability insurance shall be not less than: (Clause 19)

$10,000,000

28 The time for giving possession of the Site: (Clause 27.1)

Within 14 days after the acceptance of Tender
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>The Date for Practical Completion:</td>
<td>The date nominated by the Contractor at the time of Tender</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.2)</td>
<td>A$400 per calendar day</td>
</tr>
<tr>
<td>30</td>
<td>Liquidated Damages per day:</td>
<td>$50,000</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.6)</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Limit of Liquidated Damages:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 35.7)</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Bonus per day for early Completion:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.8)</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Limit of bonus:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 35.8)</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Extra costs for Delay or Disruption:</td>
<td>Event</td>
</tr>
<tr>
<td></td>
<td>(Clause 36)</td>
<td>Clause 35.5 (a) Nil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clause 35.5 (b) Nil (No Event)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 months</td>
</tr>
<tr>
<td>35</td>
<td>The Defects Liability Period:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 37)</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>The Charge for overheads. Profit. Etc. for day work</td>
<td>Submit draft claim within five (5) days after the end of the month.</td>
</tr>
<tr>
<td></td>
<td>(Clause 41 (f))</td>
<td>Submit final claim within ten (10) days after the end of the month,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>payment to be made by the seventeenth (17th) day of the month.</td>
</tr>
<tr>
<td>37</td>
<td>Times for Payment Claims</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Clause 42.1)</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Unfixed Plant and Materials for which payment claims may not be made</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>be made notwithstanding that they are not incorporated in the Works:</td>
<td>(Clause 42.1 (iii))</td>
</tr>
<tr>
<td>39</td>
<td>Retention Moneys on:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>(Clause 42.3)</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Unfixed Plant or Materials the alternative applying:</td>
<td>Alternative 3</td>
</tr>
<tr>
<td></td>
<td>(Clause 42.4)</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>The rate of interest on payments:</td>
<td>1% above the 2 year ‘Indicative Coupon rate for Borrowing by Local</td>
</tr>
<tr>
<td></td>
<td>(Clause 42.9)</td>
<td>Government Authorities In Victoria’, as set out by the Department of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Treasury and Finance (or if that rate is not available, such other</td>
</tr>
<tr>
<td></td>
<td></td>
<td>comparable rate as agreed between parties) and as applying on the last</td>
</tr>
<tr>
<td></td>
<td></td>
<td>payment date.</td>
</tr>
<tr>
<td>42</td>
<td>The delay in giving possession of the Site which shall be a substantial</td>
<td>After 3 months unless preliminaries have not been provided, then</td>
</tr>
<tr>
<td></td>
<td>breach:</td>
<td>indefinite.</td>
</tr>
<tr>
<td></td>
<td>(Clause 44.7)</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>The alternative required for dispute resolution:</td>
<td>Alternative 2</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.2)</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>The person to nominate an arbitrator:</td>
<td>The Chairperson for the time being the Institute of Arbitrators</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.3)</td>
<td>Australia, Victorian Chapter.</td>
</tr>
<tr>
<td>45</td>
<td>Location of arbitration:</td>
<td>Victoria</td>
</tr>
<tr>
<td></td>
<td>(Clause 47.3)</td>
<td></td>
</tr>
</tbody>
</table>
5 ATTACHMENTS

5.1 Attachment 1 - Bellbridge Masterplan and Strategy

5.2 Attachment 2 - Site & Floor Plans

5.3 Attachment 3 - Bethanga Photo Set