A photograph of a modern office hallway with a polished wooden floor, concrete pillars, and glass-walled offices. The hallway leads to a brick wall at the end with a framed picture and a potted plant. The lighting is warm and modern.

Request For Tender Principal Contractor

Client: Australian Prudential Regulation Authority

Property: Level 12, 600 Bourke Street Melbourne

Document: Request For Tender

Services: Principal Contractor

Project Nos.: Section

Date: 15 April 2024

DOCUMENT CONTROL

Control Form	
Author	LPC Project Services
Phone	Section 22
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Principal	APRA
Project Address	Level 12, 600 Bourke Street Melbourne, VIC 3000
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Change Control			
Issue	Date	Pages	Change/ Description
1.0	15/04/2024	All	Client Review

Internal Approval			
Issue	Position	Date	Signature/ Reference

Section 22

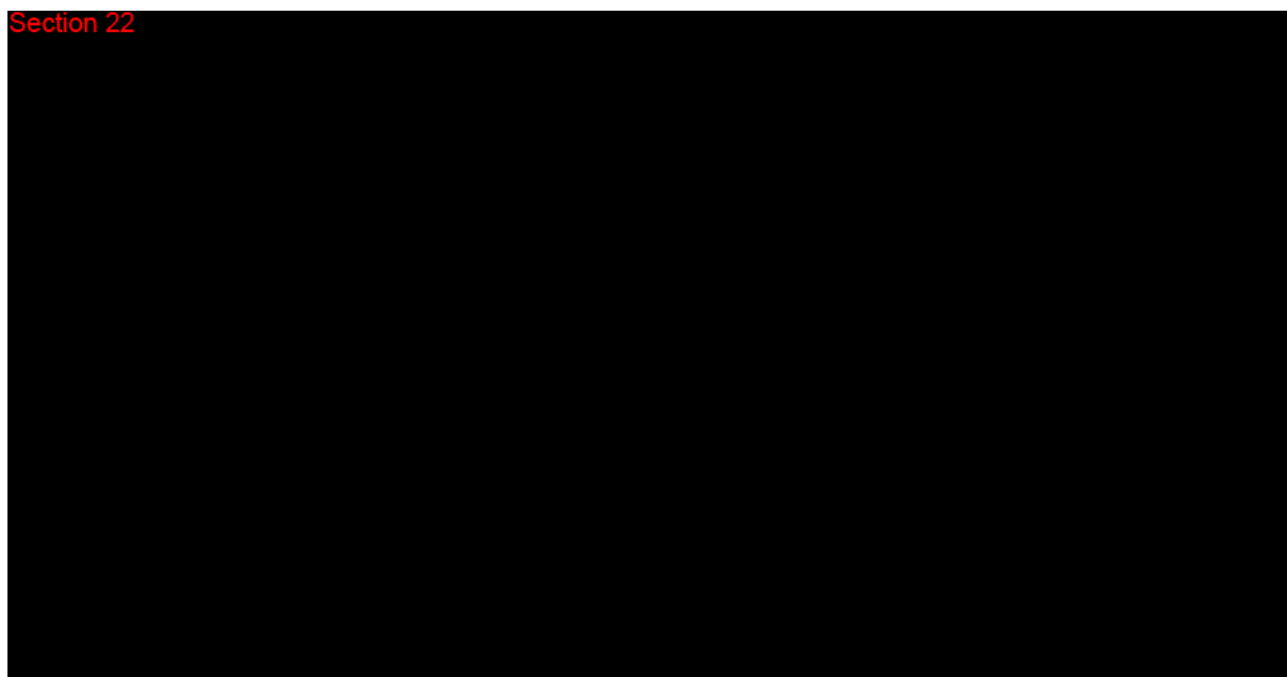
Client Approval			
Issue	Position	Date	Signature/ Reference

Section 22

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SECTION 5 SCOPE OF SERVICES

1. Introduction

This Scope of Works document is to be read in conjunction with the drawings and specifications provided. The purpose of this document is to supplement the information provided in the drawings and specifications and provide clarity on the expectations and deliverables of the Contractor by the Principal's Representative and the Principal.

2. Preliminaries Specification

2.1 Generally

The preliminaries allowed for shall provide for the completion of all of the work under the Contract. Without limitation, compliance with all of the requirements of this Preliminaries Specification.

2.2 Preliminaries Include

The Contractor's obligations in respect of preliminaries include, but are not limited to, the provision of the following items:

- a. Management, attendance, supervision and coordination of all Works including separate contractors, subcontractors, supply agreements, Principal's supplied materials / goods, novated works and landlord's contractors entering and working on the Site.
- b. Providing labour (including site labourers and foremen) for work under the Contract not included in subcontractors or supply agreements.
- c. Providing programming information (including the Construction Program and any updates to the program) in accordance with the Contract, ensuring that subcontractor's and supplier's works are carried out in the proper sequence according to the approved Construction Program, and ensuring that all subcontractors and suppliers carry out proper programming activities in accordance with the Contract.
- d. Attending to payment claims, variation claims, cash flow information and the like.
- e. Ensuring adherence by all subcontractors and suppliers to the requirements of the Contract Documents.
- f. Preparation and issue of a dilapidation report including photographs prior to commencing on site.
- g. Issuing of Contract Documents and other relevant documents to all subcontractors and suppliers.
- h. The provision of all Temporary Works, construction facilities and Constructional Plant necessary to fulfil the Contractual obligation.
- i. Compliance with the Landlord's Tenant Information Pack.
- j. Pro-active liaison with Building Management.
- k. Providing the necessary personnel and equipment for all hoisting and depositing of labour, materials, plant and equipment at the required levels in locations, from which access to the final positions is practicable including all works associated with creating access to and egress from the Works and subsequent making good.
- l. Providing temporary services such as water, electricity, fire protection services, including

power for starting up and test running, and the provision of sufficient water and electrical outlets, and temporary lighting to the Works to facilitate the carrying out of all Works.

- m. Providing Site offices, sanitary and messing accommodation, lunch sheds, storage and all other employee and worker facilities (including those required by any applicable site agreement, industry practice, industrial agreements and awards, such as covered ways, drinking fountains and the like).
- n. The Site offices should include a space for the conduct of weekly site meetings.
- o. Attendance at weekly site meetings with the Principal, Principal's Representative or Landlord.
- p. Inductions for visitors.
- q. Compliance with the Development Consent conditions.
- r. Provision of hard hats, boots, protective glasses, safety vests for a minimum of 6 visitors at any one time.
- s. Provision of programs and regular updates tabled at Site meetings and posted to the Site meeting room.
- t. Management of Site industrial relations matters in accordance with the Contract, including ensuring that all subcontractors and suppliers comply with any applicable site agreement and all statutory requirements.
- u. Provision of Site communications and telephone facilities required by the Contract.
- v. Provision of covered space for all subcontractors' plant, storage of materials and the like.
- w. Ensuring temporary Site access and affording all reasonable facilities, access and ample working space for carrying out subcontract works, including all necessary scaffolds, scissor-lifts, boom lifts, means of access and the like.
- x. Carrying out any required investigations of the Site and its surrounds including in respect of existing services to the adjacent properties.
- y. Provision of survey information and setting out of the Works (including setting out all chases, holes, sleeves, conduits, bolts, pipe hangers, brackets and the like, and building in the same, that have not already been provided).
- z. Cutting away and afterwards making good in all trades including rectifying defective work.
- aa. Protecting all incomplete and finished work, maintaining all required protection works and making good any damage to the Works including without limitation following removal of any temporary facilities.
- bb. Protection of the builder's lift (goods lift) to the approval of the Principal's Representative and Landlord.
- cc. The provision of all hoardings, fences, guard rails, barriers, overhead protection, waterproofing protection, warning lights, first aid services and the like as required to complete and protect the Works.
- dd. Protection and maintenance of existing services to the adjacent properties and tenancies.
- ee. Preparing all shop drawings, as-built drawings, samples, operational and maintenance manuals, warranties and the like (including where required, obtaining such things from subcontractors and suppliers), as required by the Contract. Contractor coordination and review of all documents prepared by subcontractors and suppliers. Submission of documents to the Principal's Representative for its approval.
- ff. Carrying out all cleaning of the Site, provision of bins, rubbish chute and other things

within reasonable proximity of the Works. Regular removal of rubbish and debris from the Site. Carrying out of a thorough final clean of all areas prior to Practical Completion (coordination with building manager maybe necessary).

- gg. Provision of general Site security, including after-hours security as required.
- hh. Provision of all things and performance of all work required for Site safety, the health and safety of all persons employed on the Site, the occupants of the Site, the public and environmental management (including compliance with all statutory requirements and any Contractors Management Plan(s)).
- ii. Protecting all property on and in the vicinity of the Site.
- jj. Establishing and maintaining a quality assurance system as required by the Contract and ensuring that subcontractors and suppliers comply with the quality assurance system.
- kk. Testing and commissioning of all fixtures, fittings, plant and equipment comprising work under the Contract.
- ll. All costs associated with removal of Temporary Work and services and de-mobilising the Site.
- mm. Any other work described in this Preliminaries Specification or described in the Contract as comprising part of the preliminaries.

2.3 Contract Documents

The Contract Documents are mutually explanatory and anything contained in one but not in any other shall be equally binding as if contained in all.

Any ambiguity, discrepancy or inconsistency found in the Contract Documents shall immediately be notified to the Principal's Representative when discovered and before any work affected by the documents is carried out.

Any ambiguity, discrepancy or inconsistency in Contract Documents shall be dealt with in accordance with the Contract.

Where repetitive features are not fully drawn, they shall be similar to those features which are fully drawn.

The Drawings show the positions of plant and equipment and the general layout of services. Their actual position in relation to each other and to the surrounding work shall be verified on Site.

All measurements necessary to achieve a neat functional layout shall be taken on the Site by the Contractor who shall ensure that clearances for operation and maintenance are adequate and not in any case less than those indicated on the Drawings.

Any doubt regarding the clear intention of the Drawings shall be brought to the attention of the Principal's Representative before proceeding with that specific portion of the work involved.

2.4 Dimensions and Scales on Drawings

Wherever shown on the Drawings and on any documents issued to the Contractor during the Contract period, figured dimensions shall be read in preference to scale readings.

Larger scale Drawings shall be read in preference to smaller scale Drawings of the same work.

All dimensions indicated on Drawings shall be checked on Site.

2.5 Inclusion of Site Measurement

The Contractor shall carry out its own investigations (and measurements) to verify dimensions and layout of the Site and any services. Any additional work required as a result of any error by the Contractor in measuring the Site shall be borne by the Contractor.

Compliance with all applicable legislation, regulations and Australian Standards
References in the Contract to any applicable legislation, regulations, Australian Standards or other standards are not exhaustive, establish only minimum requirements of the Contractor and do not limit or affect in any way the Contractor's obligations and liabilities under the Contract.

2.6 Compliance with all applicable legislation, regulations and Australian Standards

References in the Contract to any applicable legislation, regulations, Australian Standards or other standards are not exhaustive, establish only minimum requirements of the Contractor and do not limit or affect in any way the Contractor's obligations and liabilities under the Contract.

2.7 Authority Approvals

Development Application (DA) – Where applicable a copy of the DA approval from Council will be provided to the Contractor. The Contractor shall, in performing the works under the Contract comply with all relevant provisions of the Approvals including any conditions as outlined in the Development Approval (Building or Fitout).

The Principal may direct that work to which any such requirement applies, shall not be undertaken until such evidence is supplied.

Construction Certificate (CC) / Complying Development Certificate (CDC) – A copy of the CC/CDC as issued by the Council or Certifier will be provided to the Contractor. The Contractor shall, in performing the works under the Contract comply with all relevant provisions of the CC/CDC and provide all Compliance Certificates as required and requested by the Council or Certifier.

2.8 Liaison with the nominated Principal Certifying Authority and required Compliance Certificates

The Contractor must liaise with the nominated Principal Certifying Authority and arrange a pre handover inspection at least 1 week prior to each Stage and at Practical Completion to highlight any non-conformance items to be addressed.

The Contractor must provide all required compliance certificates as requested by the nominated Certifier when required to enable an Interim Occupancy Certificate to be issued to permit the Principal to occupy each stage immediately on completion.

2.9 Occupancy Certificate (OC) Checklist

The Contractor must provide all required compliance certificates as outlined below and as requested by the nominated Certifier 1 week prior to Practical Completion / Completion of a Separable Portion. The Contractor is to liaise with the Principal Certifying Authority and obtain a CC/CDC compliance checklist for a complete list of all certificates required for this project.

These include, where applicable, but are not limited to the following:

- a. Fire Safety Certificate for new or altered Fire Safety Measures as listed in the Fire Safety Schedule
- b. Mechanical Ventilation for the building complies with AS1668 including air Balancing Reports.
- c. Plumbing works complies with AS 3500
- d. Electrical works complies with AS3000
- e. Glazing complies with AS1288
- f. Floor covering certifications with respect to the required critical radiant flux and wall and ceiling linings with respect to the required material group number in accordance with Specification C1.10a of the BCA.
- g. Floor Tiling complies with AS/NZS 4586:2004 (incorporating amendment 1)
- h. Timber products installed as part of the fitout comply with the BCA Part C1-10 – Fire Hazard properties

The requirement for any additional certificates is to be confirmed with the Principal Certifying Authority at the pre-Practical Completion / Completion of a Separable Portion inspection. In addition to compliance certificates the Contractor will be required to submit a Contractor FINAL COMPLETION STATEMENT (Pursuant to the provisions of Part A1.3 and Spec A1.3 of the Building Code of Australia Volume 1 (Class 2-9 Buildings & Pursuant to the provisions of Part 1.1.3 and Part 1.4 of the Building Code of Australia Volume 2 (Class 1, 10 Buildings) which confirms:

- a. All works undertaken on the development been carried out in a good and workmanlike manner by appropriately licensed contractors,
- b. All work undertaken comply and satisfy the relevant Australian Standards, Building Code of Australia
- c. All Development Consent Conditions (if applicable) in respect of the fitout have been satisfied
- d. Confirm that each tread and riser dimensions for each new private and public (internal and external) stairway are constant throughout each respective stair flight.
- e. Any variations to the building design, as approved under the Construction Certificate, which may be contrary to the requirements of the DA consent and or Building Code of Australia, have been appropriately disclosed to the PCA.

2.10 Statutory Requirements

The Contractor shall, at his own expense, comply with and give all notices required by any Act of Parliament, Ordinance, Regulation By-Law, and any direction by of any authority that has jurisdiction affecting the Works. Following a request from the Principal, on completion of the Works or termination of the Contract for any reason, the Contractor shall give to the Principal any documents issued by or evidencing the approval of authorities in connection with the Works.

2.11 Access to Neighbouring Properties

The Contractor shall be responsible for obtaining approvals, permissions or consents in regard to access to neighbouring properties and tenancies to the extent approvals, permissions or consents are required to carry out the work under the Contract in accordance with the Contract.

2.12 Liaison with Building Management

The Contractor must proactively liaise with Building Management throughout all phases of this project. The Contractor responsibility in undertaking this activity include, but are not limited to:

- a. Abide by all base building conditions and guidelines.
- b. Abide by any direction given by building management in regard to addressing dust in common areas, cleaning of shared amenities, noisy works or complaints by adjoining tenants.
- c. Provide pre-start air balance and condenser water supply report to building management and highlight in shortfall with the building design guidelines which could affect the successful completion and commissioning of the fitout
- d. Arrange site access and use of goods lift
- e. Keep building management informed of site progress and program
- f. Advise building management, in writing of any existing base building condition which is not in line with the expected base building standard or not located as per the base building As built drawings which impacts on the fitout works
- g. Advise building management, in writing, of any base building issue which may/will impact on the fitout works and could result in additional fitout works. In the event that rectification of base building incomplete or defective works is required it is the Contractors responsibility to liaise with Building Management to arrange rectification when required to minimise impact on the program.
- h. In the event that building management require the Contractor to undertake incomplete or defective base building works, it is the Contractor's responsibility to reach agreement on the scope of works and method of payment. The Contractor shall seek assistance from Principal's Representative, the Principal or any member of the project team as necessary to ensure the issue minimises impact on programming or costs. Where a delay does result an extension of time submission will only be considered on provision of the Contractors best efforts in resolving the issue
- i. Reach agreement with building management on the storage or disposal of any base building item removed as part of the fitout. Item may include carpet tiles, ceiling tiles, external windows and light fittings.

2.13 Liability and Insurance

The Contractor shall obtain and maintain the insurance policies required by the Contract Conditions.

2.14 Nuisance

The works shall be carried out in and around the adjacent properties and tenancies so as to avoid disruption or interference to the persons using the adjacent properties.

The Contractor shall take all necessary means to minimise noise resulting from construction activities. All construction equipment shall be fitted with noise suppressors, acoustic linings or shields as necessary. All tools and silencers shall be kept in first class condition at all times.

The Contractor shall notify the Principal's Representative before carrying out work involving high level noise and the Principal's Representative may direct the Contractor in respect of such work.

The Contractor must comply with the recommendations set out in Appendix E of AS 2436, Guide to Noise Control on Construction, Maintenance and Demolition Sites, and all statutory requirements concerning noise and nuisance arising from the work being carried out.

The Contractor's obligations include, but are not limited to the following:

- a. Limiting noise levels and vibration during the works from tools, plant and equipment.
- b. Ensuring all workers on or about the Site respect the rights of tenants, staff and the general public.
- c. Ensuring all workers on or about the Site do not use radios, cassettes or devices capable of similar outputs to play music or other broadcasts.
- d. Ensuring all workers on or about the Site do not use offensive language within the hearing of persons using Existing Improvements or the general public and avoid offensive behaviour such as wolf whistling.
- e. Ensuring that no sexual harassment or racial discrimination occurs on Site. Limiting offensive odours arising from the work under the Contract.
- f. Ensuring all workers on or about the Site avoid whenever possible the need for shouting in order to communicate.
- g. Provision and enforcement of suitable rules amongst the Contractor's staff, subcontractors, suppliers and others working at the Contractor's instruction, concerning the use of proper toilet facilities and the avoidance of spitting on Site.
- h. Ensuring there is no consumption of alcohol or use of illegal substances on the Site.
- i. Avoiding litter, trails of dirt and dust etc.
- j. Ensuring no animals are permitted on the Site.
- k. Protecting adjacent properties and people against dust, dirt and water nuisance.
- l. Protecting existing building, furniture, fittings, services and equipment from damage and ensuring that existing fittings and fixtures are not used as working platforms.
- m. Providing suitable toilet accommodation and ensuring workers do not use toilet facilities in adjacent properties.
- n. Covering and protecting furniture and equipment in occupied areas. Ensuring that the Contractor's staff, subcontractors and visitors do not use the adjacent properties building lifts or lobby spaces for personal reasons or the transport of materials, plant or equipment at any time (except where expressly permitted under the Contract).

2.15 Materials Handling (Vertical & Horizontal movement)

The Contract includes all work to offload and/or horizontally and/or vertically handle all materials, plant and equipment on Site and from the street (including any crange requirements). The Principal reserves the right to turn away any delivering, for whatever reason, without notice, at the Contractor's cost and risk.

2.16 Access/Scaffolding

All costs associated with obtaining and maintaining access to the workforce including but not be limited to scissor lifts or boom lifts are to be borne by the Contractor.

All costs of supplying, erecting, dismantling and transporting scaffold are to be borne by the Contractor.

Davit points and connection points for swinging stages or similar equipment for use by the Contractor shall be designed and installed by the Contractor. The design of the connection points for any such equipment shall require the prior approval of the Principal's Representative before the relevant work is installed.

2.17 Materials

All materials, fittings and accessories are to be new, the best of their respective kinds and in accordance with the requirements of the current issue of the relevant Australian Standards. Where no applicable Australian Standards apply to work, the relevant British Standards shall apply.

As soon as practicable after entering into the Contract, the Contractor shall place orders for and take all measures necessary to ensure the supply of all materials and goods necessary to carry out and complete the works and shall take all reasonable measures to ensure that deliveries of such materials and goods will be made at such times as to sustain the necessary rate of progress of the works to achieve Practical Completion by the due date.

All necessary scaffolding shall be erected only by persons holding sufficient qualifications and expertise.

The Contractor shall allow for all materials as specified. In the event of any materials specified in the Contract not being available, the Contractor shall refer to the Principal for a decision on the selection of an alternative material in a timely manner.

The Contractor shall take all necessary actions and shall be wholly responsible for ordering all alternative materials and work in adequate time to avoid any delay in progress of the work under the Contract.

2.18 Re-work

The Contractor shall allow for any re-work that may be required as a result of staged Site possession, tenant's use of partly completed works, any limitations to access to the Site and other similar circumstances.

2.19 Method of Describing Items

Where an item is described in the Contract as being 'similar to' or 'acceptable equivalent' to that listed in a particular firm's catalogue, this is deemed to have been done only to set an acceptable standard. The Principal shall have absolute discretion in deciding whether alternative materials proposed by the Contractor are acceptable.

When selecting equipment 'similar to' or 'equal to' that nominated in the Specification, delivery dates and availability of spares shall also be equal to equipment specified.

Where proprietary brands of materials or equipment are used, they shall be used in accordance with any applicable manufacturer's direction.

2.20 Rights of Ownership

The Contractor shall not remove any goods or materials from the Site or an agreed delivery location. The Contractor warrants that ownership, but not the risk, of any goods or materials shall transfer to the Principal on delivery to the Site or an agreed delivery location.

3. Quality Assurance

3.1 General

Quality Assurance is a part of the Contract and shall be applied to the whole of the Works. The quality assurance system employed by the Contractor shall meet the requirements of AS/NZS ISO 9001. The Contractor shall maintain the quality assurance system for the Contract period. It is preferable that this system has been certified by an independent JAS-ANZ certifier.

The system shall include a trade by trade assessment of the specified requirements for shop drawings, samples, prototypes, testing, formal inspections and the selection, quality assurance and verification of the materials and workmanship contained in all Specifications.

The Contractor shall retain the services of competent personnel to engineer, prototype, test and execute the Works according to a Project Quality Plan which must be prepared by the Contractor for approval by the Principal's Representative as part of the Contractor's quality assurance system. The Project Quality Plan shall be submitted for approval within two weeks of starting on Site.

The Contractor's Project Quality Plan shall provide planning and inspection procedures to establish conformation and to identify non-conformance materials and/or items of work and to monitor and ensure its rectification. The Contractor's Project Quality Plan shall include without limitation the following:

- a. Statement of Contractor's company policy in respect of quality assurance.
- b. Description of Contractor's quality assurance system organisation and management arrangement.
- c. Details of components of the system and the operation of the system (which must be project specific):
 - i. Measuring and Test Control
 - ii. Procurement Control
 - iii. Inspection and Test Plans (list-project specific)
 - iv. Incoming Inspection
 - v. In process Inspection
 - vi. Final Inspection
 - vii. Records
 - viii. Non-conformance Records
 - ix. Corrective Action Reports

3.2 Non-conformance System

The Contractor shall implement a non-conformance system for the Contract and have an updated register on Site. This register is to be made available to the Principal's Representative upon request. The non-conformance system shall:

- a. Identify and hold non-conformance work for evaluation.
- b. Devise method of rectification of the non-conformance for approval by the quality assessor and/or the Principal's Representative.
- c. Implement the accepted rectification procedure.
- d. Implement re-inspections and retesting procedures for materials and items of work which have undergone rectification following identification of non-conformance.

3.3 Project Quality Records

The Project Quality Plan shall establish and maintain a retention system including proforma documents to be used during the Contract in respect of the quality assurance system including without limitation:

- a. The Project Quality Plan.
- b. Inspections and Test Plans including inspection and test records:
 - i. Incoming materials and items of works
 - ii. During manufacture
 - iii. During installation/construction
 - iv. During commissioning
 - v. Non-conformance and disposition reports
 - vi. Corrective Action Reports
 - vii. Statement of Final Conformance or Disposition Administration
 - viii. Requests for Information
 - ix. Contractor's Instructions to Subcontractors
 - x. Principal's Representative's Instructions
 - xi. Consultant Instructions
 - xii. Shop Drawings Review
 - xiii. Sample and Prototype Approval
 - xiv. Operation and Maintenance Manuals
 - xv. As-built Drawings
 - xvi. Warranties
 - xvii. Records of Formal Tuition and handover activities.
- c. Computer compatible CAD files, word processing, spread sheet or database files shall be created in which all documents comprising the Project Quality Records are recorded.
- d. Quality records may be requested by the Principal's Representative at the end of the project. The Contractor is to allow for the compilation of these records at the completion of the project if so requested.

4. Workplace Health & Safety

The Contractor shall implement workplace health and safety procedures to comply with the current Workplace Health and Safety Act, and the current Workplace Health and Safety Regulation and AS/NZS 4801.

The Contractor must supply evidence to the Principal's Representative demonstrating that its workplace health and safety management system complies with the Workplace Health and Safety Act, Workplace and Safety Regulation and AS/NZS 4801.

Prior to starting work on Site, the Contractor is to provide the Principal's Representative with a

copy of the following documents and any other material which the Contractor considers relevant to its compliance with the Act:

- a. Project Workplace Health and Safety Policy and Plan
- b. Site Establishments
- c. Responsibilities and Duties of Project Team and Sub-contractors
- d. Workplace Health and Safety Project check list and hazard inspection
- e. Procedure for Accident and Incident reporting
- f. Procedure Plant/Equipment maintenance and inspections
- g. Procedure for Competency Assessment of Operators
- h. Emergency Procedures

The Contractor is to provide for adequately trained staff to be on call at all times during the performance of the Works for emergencies and for all appropriate safety and medical equipment (including first-aid kits) to be maintained on Site.

5. Administration

5.1 Project Communication & Administration

The Contractor is responsible for maintaining records of all communications with the Principal, its consultants and employees, its subcontractors and their employees and the Principal's Representative.

The Contractor will be required to adhere to all communication protocols established by the Principal's Representative and adhere to any change to these protocols as directed by the Principal.

The Contractor will be required to provide written communication in accordance with any proforma and format as directed by the Principal's Representative.

5.2 Construction Program

The Contractor shall, within 7 days after the Contract Date, submit a Construction Program for approval by the Principal in accordance with clause 33 of the Contract Conditions. The Construction Program shall conform generally to the program submitted by the Contractor with its tender (as adjusted for changes to the dates for completion of work under the Contract required by the Contract).

The Construction Program shall be prepared in Critical Path Network form using Primavera Project Planner, Suretrak (for MS Windows) or Microsoft Project software. All issues of the Construction Program, including updates, shall include one original hard copy time-scaled network diagram and one electronic copy of the software files both in a format to be agreed by the Principal's Representative.

The Construction Program and any update must also comply with the following requirements:

- a. The network shall accurately represent the Contractor's program for carrying out the Works.
- b. The work shall be defined by separate activities for each trade or sub-contractor on each element or groups of elements (e.g. floors, walls, columns, roof, ceilings etc) in

each separate area of the works. These separate areas will reflect an agreed Work Breakdown Structure (WBS) and will be defined by Level and area of the Work, i.e. areas delineated by construction joints, function/usage, or defined by grid coordinates.

- c. Each activity shall have an activity code to indicate the specific trade or works package in which the work is included. The WBS codes shall be clearly labelled and a key plan of areas shall be provided.
- d. The duration of each activity shall have one time estimate which as a general rule, shall not exceed 15 working days. Where an activity extends beyond a period of 15 working days (for example the procurement of materials, plant or equipment) such activities where possible must be broken down into sub-activities.
- e. Separately show allowances for delays that are not claimable under the Contract.
- f. Separate delay allowance activities shall be show for such allowances relative to each separable portion milestone date.
- g. The Contractor shall include activities in the Construction Program for draft submission, review and final submission dates for operational and maintenance manuals for review by the Principal's Representative.
- h. The Construction Program shall clearly show the installation and removal of all Temporary Works necessary for the construction of the works and shall identify constraints of those works on adjoining work.
- i. Separate activities shall be shown for supply of information, selection of subcontractors and suppliers, approvals, and / or supply of equipment by the Principal or its agents and shall be represented separately from the related Site activity. Lead times shall comply with any relevant provisions of the Contract documents and shall be subject to approval by the Principal at the time of submission of the programme.
- j. Significant off-Site activities such as shop drawing preparation, submission and approvals, the delivery of major plant or prefabrication carried out by subcontractors and suppliers shall be expressed as separate network activities.
- k. The Construction Program shall show in respect of all services, the detailed activities representing the co-ordinated completion, performance and other testing, balancing and certification required by relevant authorities and as necessary under the Contract.
- l. The Construction Program shall clearly indicate all milestone dates, key events and separable portion dates indicated in the Contract.
- m. The Construction Program shall not be prepared using resource levelling techniques. Resource logic dependencies shall be shown where required. The estimated trade labour resources required to complete each activity shall be included against the relevant activity within the Construction Program.
- n. Where details of work to be performed are not available, the Contractor shall programme the work based on their experience and to the best of their ability. The logic and duration for the construction of this work is to be amended as necessary when sufficient details become available and required programme changes will then be incorporated in the monthly Construction Program update, after agreement by the Principal's Representative.

If required by the Principal's Representative, the Contractor shall confirm activity durations and scheduling by a resource analysis based on the early start times of the Construction Program activities. The analysis shall show separately for each trade subcontractor works package the approximate quantity of work to be completed, the production rates scheduled and the number of workmen required on a weekly basis.

When the Construction Program, or any update program, has been approved by the Principal, it may be used at the Principal's Representative's discretion for administering the time and performance related provisions of the Contract. No changes shall be made to the activity logic or durations of the Construction Program without the approval of the Principal's Representative.

Approval by the Principal of the Construction Program or any update of the Construction Program shall not relieve the Contractor of any of its obligations under the Contract.

The Contractor must provide to subcontractors and suppliers sufficient information about the Construction Program to allow them to perform their work so as to comply with the Construction Program requirements.

5.3 Construction Program Updates & Progress Meetings

At least weekly, the Contractor shall meet on Site with the Principal's Representative or the Principal's nominated programming representative to assess and agree activity status and whether any alterations are necessary to the agreed Construction Program.

All proposed changes to construction sequences or methodology, delay mitigation or acceleration measures shall be discussed at the Site meeting and any agreed changes to the Construction Program shall be incorporated in the next update of the Construction Program.

Subsequent to each Site Meeting, the Contractor shall update the Construction Program to reflect the matters agreed under paragraph B and to reflect any extensions of time granted in the preceding update period and submit it to the Principal's Representative and Principal for its approval.

Each updated program shall include:

- a. Actual start and actual finish dates of activities commenced and / or completed in the period since the previous monthly update.
- b. Indicate remaining duration, percentage complete and total float.
- c. Indicate the target date for Practical Completion of each separable portion of the works, irrespective of the adjusted Contract Completion date.

The furnishing of an updated Construction Program shall not relieve the Contractor of any obligations under the Contract including the obligation to not, without reasonable cause, depart from an earlier Construction Program.

The Principal's Representative may, at any time, instruct the Contractor to update the Construction Program.

Any updated Construction Program shall be prepared and submitted to the Principal's Representative within 5 business days of the date of instruction from the Principal's Representative to do so.

Once accepted by the Principal, an updated program shall become the Construction Program for the purposes of the Contract and the Contractor shall not depart from it without reasonable cause, as provided in the Contract.

Neither the submission nor acceptance of an updated Construction Program shall relieve the Contractor of any obligations under the Contract.

Nothing done under this Clause (including any instruction, request, acceptance or other

direction by the Principal's Representative or Principal) shall entitle the Contractor to any adjustment to the Contract Sum, valuation, costs, expenses, or other monies in addition or any extension of time or other relief, other than expressly provided under the Contract.

5.4 Projected Cash Flow

Prior to submission of its first payment claim, the Contractor shall provide the Principal's Representative with an estimated monthly cash flow schedule. The Contractor shall amend the schedule at the Principal's Representative's request.

5.5 Shop Drawings

The Contractor is to provide Shop Drawings to the Principal's Representative for approval in accordance with the requirements detailed in the Contract Documents. The Contractor shall coordinate the submission of these documents in order to allow sufficient time (if stated nowhere else in the Contract, this timeframe shall be 7 days) for the Principal's Representative to review and approve or instruct amendments to these documents prior to the Contractor undertaking works related to these documents.

5.6 Samples

The Contractor is to provide Samples to the Principal for approval in accordance with the requirements detailed in the Contract Documents. The Contractor shall coordinate the submission of these Samples in order to allow sufficient time for the Principal to review and approve or instruct amendments to these Samples prior to the Contractor undertaking works related to these Samples.

5.7 Valuation of Work in Progress

Subject to the terms of the Contract, if required by the Principal's Representative, the Contractor and the Principal's nominated Quantity Surveyor will meet to carry out a valuation of progress of works on Site.

The Contractor shall, in respect of any payment claim, supply detailed documentation as required by the Principal's Representative to assist the Principal's quantity surveyor and the Principal's Representative in connection with the valuation of any claim by the Contractor.

5.8 Site Instructions

Subject to the Contract, the Contractor shall comply with any site instruction immediately upon receipt of a site instruction (SI) from the Principal's Representative. A site instruction can take the form of any of the following:

- a. Action as agreed with the Principal at a Site Meeting and minuted
- b. Instruction as provided in an Email
- c. A formal Site Instruction notice

5.9 Requests for Information & Contract Site Instructions

The Contractor shall convey all requests for information or clarification of information in type to the Principal's Representative via sequentially numbered pro-formas called Requests for Information (RFI). The Contractor shall keep a register of RFIs which includes issue date,

Principal's Representatives response, etc.

The form of the pro-forma RFI and SI shall be supplied for approval by the Principal's Representative prior to the commencement of Works.

The RFI can take the form of any of the following:

- a. RFI as submitted in an Email
- b. A formal RFI notice

All RFI's shall be sequentially numbered and dated by the Contractor.

The Contractor shall allow a minimum of seven (7) days from the time of submission of the RFI to the Principal's Representative until the time requested for a response.

The RFI shall be acknowledged by the Principal's Representative via Email. The Principal's Representative shall, where the Principal's Representative considers appropriate, issue an appropriate Contract Site Instruction (SI) to the RFI detailing the Principal's Representative's response within a reasonable period.

It shall be the Contractor's responsibility to distribute any Site Instructions to the construction personnel and subcontractors as required.

5.10 Inspection and Test Plans

Inspection and test plans (ITPs) are to be compiled by the Contractor for each trade indicating inspections, tests and submissions required in accordance with the relevant specification. ITPs shall clearly show the parties responsible for each activity and the record form which is being used to verify the works.

5.11 Commissioning and Acceptance Tests

Tests shall be performed on dates agreed with the Principal's Representative. The Contractor must provide at least 7 days' notice of tests which are to be performed and require the Principal's Representative's approval.

The Contractor must keep a record of tests carried out and the results obtained and compile test reports. The Contractor must provide all necessary labour, materials, stores, apparatus and instruments for Site tests.

Where tests are required to be performed away from the Site, the Contractor must provide everything necessary to carry out the tests.

The Contractor must give a reasonable period prior to commissioning of all relevant work submit details of the proposed commissioning procedures and methods of measurement. Commissioning procedures and measurement methods which are not approved or are not in accordance with methods detailed in the applicable specification will not be accepted as evidence that the systems have been correctly commissioned.

The Contractor must start up, commission and test the systems. A representative of the Contractor, who is qualified to commission the installation, shall remain on Site until the system is operating to the Principal's Representative's satisfaction and signed off.

The Contractor must arrange for the setting up of major equipment to be supervised by the manufacturer's representative, who shall remain on Site until the equipment is operating to the Principal's Representative's satisfaction. The Contractor must co-ordinate the manufacturer's

representatives so that testing is carried out according to the approved programme.

The Contractor must record the results of commissioning tests on standard test forms. When a system is operating satisfactorily, the Contractor must submit a copy of the test results on the standard test forms. Test forms shall be neatly handwritten or typed. Acceptance tests will be witnessed when the test results are considered by the Principal's Representative to be satisfactory. Two acceptance tests for each system will be witnessed if necessary. If the equipment fails the second test, the cost of witnessing further tests will be charged to and payable by the Contractor at current hourly rates plus expenses and such charges will be deducted from payments.

Instruments must be calibrated by an N.A.T.A. certified testing authority within 6 months of the date of use. Instruments shall not be used to measure quantities which are outside their accurate measuring range. If there is reasonable doubt as to the accuracy of an instrument, the instrument shall be re-calibrated or alternatively, quantities measured with the disputed instrument shall be re-measured with another approved instrument.

The Contractor must conduct the tests as detailed in any other specification and perform all additional tests as instructed to bring the relevant work into running order.

5.12 Tuition

The Contractor must allow for an experienced technical person(s) who has a complete technical knowledge of the installation of all services, plant and equipment to instruct and demonstrate to the Principal's Representative or his nominated representatives (including tenants and their representatives or Contractors), the method of operation of all components in the installation. All as-installed drawings and operating manuals shall be available prior to instruction (tuition) being given. Tuition shall be conducted on Site.

The Contractor shall provide ongoing tuition sessions until the Principal's Representative or its representatives advise that they adequately understand the operation of services, plant and equipment prior to Practical Completion being taken to be achieved.

After Practical Completion, the Contractor shall provide 'at call' assistance to the Principal or its representatives in the case of emergencies or malfunction of services, plant and equipment.

5.13 Performance of Contractor

The Contractor shall in the performance of the Contract:

- a. Comply with any direction of the Principal's Representative regarding execution of the work where the Principal's Representative has security/safety concerns arising in the area where work is being carried out.
- b. Receive, check and secure all equipment, materials and supplies being delivered to the Site and store within the boundaries of the Site.
- c. Ensure all tools, equipment, tackle, materials and supplies are stored and used in accordance with the manufacturer's directions and any act or regulations governing their storage or use.

6. Design

6.1 General

All general design and dimensions of the Contract works are as those described and detailed within the provided Contract documents.

6.2 Contractor Design

Contractor's design responsibilities include the following:

- a. Final detailing where only the design intent has been provided.
- b. Design (and obtain certification) of all structural elements required for the operable walls.
- c. Design (and obtain certification) of all structural elements including Method Statement for Installation.
- d. Material selection, where not given, to suit overall design requirements and objectives.
- e. Design of supports and fixings (example ceiling framing, brackets).
- f. Verification of site dimensions and subsequent adjustments as necessary to suit site conditions (dimensional adjustments must be prior approved by the Principal's Representative)
- g. All Contractor design must be submitted for comment and approval by the Principal's Representative prior to the manufacture or delivery. Item's where Contractor design is required includes but is not limited to the following:
 - i. Joinery
 - ii. Operable Walls
 - iii. Internal connecting stairs (where applicable)
 - iv. Mechanical, Electrical, AV, Lighting, Comms, Fire, Hydraulic Services
 - v. Structural review and approval of slab cut-outs, core holes, chasings, cut-outs etc.
 - vi. All other works requiring shop drawings

6.3 Safe Design

Safe design is the integration of hazard identification, risk assessment and control methods early in the design process to eliminate or minimise risks to health and safety throughout the construction and life of the product being designed.

The Contractor:

- a. should consider the design and its intended purpose, materials to be used, possible methods of construction, maintenance, operation and demolition and identify risks and control these risks through Elimination, Substitution, Isolation, Engineering, Administration or Personal Protective Equipment (PPE);
- b. has a duty under the Act and Regulations to consider that the Works be designed to be without risk any time that it is to be used as or at a workplace.;
- c. must also ensure that the Works be designed to eliminate or minimise the need for any hazardous manual task to be carried out and give information to each person who is provided with the design about any features that eliminate the need for these tasks

to be carried out (reg.61, Model WHS Regulation 2011);

- d. should be familiar with section 22 of the Model WHS Act 2011 and regulations 61 and 294-296 of the Model WHS Regulation 2011 (or those of your State Act and Regulation). The Code of Practice for Safe Design of Buildings and Structures is currently in draft form but should be used as a practical guide to achieve the standards of WHS under the Act and Regulations;

Under Regulation 295 the Contractor must provide a safety report to the 'person conducting a business or undertaking' who commissions the design, in this instance Principal's Representative. This report must specify the hazards relating to the design of the Works and any control strategies recommended.

7. Samples For Approval

The Contractor is required to provide samples of the following items where applicable to this project, for final approval and sign-off to ensure compliance with the Architectural schedules and Australian Standards:

- a. Paint Colours
- b. Carpet Tiles and Walls Tiles
- c. Floor Tiles – this is to include associated compliance certificate in accordance with AS/NZS 4586:2004
- d. Natural Stone Tiles – this is to include associated compliance certificate in accordance with AS/NZS 4586:2004
- e. Feature Lighting
- f. Feature AC diffusers
- g. Door hardware
- h. Operable wall finishes
- i. Joinery finishes, hinges & handles
- j. Feature timber
- k. Roller blinds – 3 alternative densities for selection
- l. Any other item/finish as requested by the Principal's Representative

8. Principal Appointed Suppliers / Contractors

The Contractor will be responsible for induction of all Principal appointed suppliers / contractors and ensure that they provide all the required safety and insurances documentation prior to be granted access to the Site.

The Contractor is to facilitate access to the site for these Works to be undertaken prior to the completion of the Fitout works and as required to suit the program.

For all Principal supplied items the Contractor shall be responsible for the following:

- a. Arrangement and coordination of the delivery, installation, and placement (where applicable)
- b. Coordination of works by other trades e.g.
- c. power and data cabling (e.g. cabling of workstations)

- d. connection to services (e.g. plumbed coffee machine)
- e. Removal of any associated packaging and rubbish
- f. Checking quantities are as per the order
- g. Checking of all items for damage

9. Protection Of Structures And Services

9.1 General

The Contractor shall take all necessary steps to protect all structures (including walls and fences), services and other property, during the execution of the Work under the Contract.

Disconnection of any existing services is to be carried out by the Contractor in consultation with the Principal and the Contractor's applicable subcontractors and consultants and in accordance with the Contract Conditions. Any disconnected services are to be properly tagged and signed to the Principal's acceptance.

The Contractor shall allow for the protection of all existing services that are to be maintained during the Works, including without limitation protective structures to shield the services from demolition, temporary relocation, and temporary diversions, trenching, or similar.

The Contractor shall relocate as necessary any existing services as required for the performance of the Work and provide temporary services during such relocation to ensure there is no disruption to the users of the existing services. The Contractor shall also allow for any fees payable to government authorities in relation to such works.

Any cost associated with the restoration of existing structures, systems and services shall be borne by the Contractor.

The Contractor shall at all times do everything necessary to ensure the safety and freedom from injury, damage or interference of all the adjacent public or private lands, properties, tenancies ways, services and all other adjacent real or personal property whatsoever and of persons at any time in the vicinity of the Site.

The Contractor shall remove all rubbish resulting from the Works from the Site as it accumulates. Upon completion of the Works the Contractor shall leave the Site in a clean, tidy and habitable condition.

9.2 Protection of Heritage Areas

Where applicable the Contractor shall take all necessary steps to protect all Heritage Areas on the floor plate and in and around the building against damage, dust, dirt, water or other nuisance.

9.3 Electricity

The Contractor shall arrange a temporary electricity connection to the Site through the Facilities/Building Manager and pay all associated charges and usage fees.

The Contractor must allow for all temporary electrical switchboards and cabling to service the Site. Lead stands to support extension leads a minimum of 2.5m above the ground are to be provided.

9.4 Lighting

The Contractor shall arrange for general lighting through the Facilities/Building Manager as required and pay all associated charges and usage fees.

The Contractor will provide temporary access lighting and the necessary task lighting to undertake the works.

9.5 Air-Conditioning

The Contractor shall arrange for air-conditioning to be supplied to the work area through the Facilities/Building Manager as required and pay all associated charges and usage fees.

9.6 Water

The Contractor will be responsible for arranging a water connection through the Facilities/Building Manager and to pay all connection and usage costs.

The Contractor shall be responsible for any adjustment and extension to the service that he may require.

9.7 Loading Docks

The Contractor shall arrange and provide road closures, working zones and loading docks as necessary to carry out the works and or arrange appropriate access through the building management.

9.8 Plant

The Contractor shall provide, either directly or through its subcontractors, all necessary plant and equipment (including tackle, tools, cranes, hoists, gantries, mixers, pumps, scaffolding, timbering, braces, struts, forms, shutters, sheds and hoardings) required for the efficient and proper carrying out of the Works and to achieve Practical Completion by the due date.

The Contractor shall allow for any Temporary Works structures, demolition, re-instatement, propping or bracing of existing structures as required to facilitate plant access and operation within or above the Existing Improvements.

9.9 Telephone and Email Communications

The Contractor's managerial staff and site staff involved with the project are to be provided with;

- a. e-mail addresses which they shall have access to on a daily basis as a minimum; and
- b. mobile telephones and be contactable at all times, day and night.

The Contractor shall provide two contact mobile telephone numbers for emergency use

Works Accommodation

Accommodation shall be neat, clean, well-constructed, watertight and well lit, ventilated and maintained.

Accommodation shall be erected before Site works commence and shall be removed at Practical Completion. The Contractor shall make good the Site after removal.

9.10 Temporary Structures

All temporary structures erected on Site shall be maintained to present a neat, clean and orderly appearance including the condition of paintwork and structural repair.

9.11 Parking on Site

There are no car park facilities provided for the Contractor on Site. The Contractor's and subcontractor's personnel will be required to make their own car parking arrangements at their own cost.

9.12 Protection of the existing Communications Room

Where applicable, with respect to the existing Communications Room the Contractor is to ensure the following:

- a. That the room remains positively pressurised at all times and that the Works do not disrupt this.
- b. Uninterrupted power is to be assured, if power shutdowns are required these should be scheduled in co-ordination with an implementation plan with sufficient advanced notice given and approved by Principal and the Principal's Representative.
- c. That the Principal and his representatives have unrestricted access to the room for the purposes of carrying out works.
- d. That the room is dust free and that the following preventative measures have been taken to reduce dust ingress into the room:
- e. The installation and regular cleaning of a static transparent PVC Curtain at the door into the room.
- f. The installation of door seals on the door into the room, if not already installed.
- g. The supply, installation and regular changing of filters to all air grilles in the room.
- h. The supply, installation and regular changing of additional filters at the central Air Handling Unit on the floor.
- i. If the partitions to the room are not slab to slab then the supply and installation of plenum boxes to the light fitting return air slots (so they have a horizontal opening rather than a vertical one).
- j. The supply, installation and daily changing of sticky mats.
- k. The room is to be commercially cleaned by Specialist Communications Room Cleaners (as approved by the Principal and the Principal's Representative) on an as required basis. The cleaners will not use wet cleaning products within these rooms.

10. Sub-contracts

10.1 Generally

Without limiting the Contract Conditions the Contractor shall submit evidence to the Principal's Representative of any agreements with subcontractors and suppliers, if requested.

10.2 List of Subcontractors

Without prejudice to the other provisions of the Contract, the Contractor shall submit, within fourteen days of acceptance of tender, a complete list of subcontractors and suppliers to be engaged by the Contractor for the Contract.

10.3 Contractor's Responsibility

An approval to sub-contract any part of the work under the Contract shall not relieve the Contractor from any of his liabilities or obligations under the Contract.

Notwithstanding any such approval to Sub-contract, the Contractor shall be liable to the Principal for the acts, defaults and neglect of any Subcontractor or any employee or agent of the Subcontractor as fully as if they were the acts, defaults or neglect of the Contractor or the employees or agents of the Contractor.

11. Principal's Representative

11.1 Inspection of Work by the Principal's Representative

Without limiting any provision of the Contract, inspection, testing of or comments made by the Principal's Representative or the Principal or any agent or employee of the Principal in respect of any document or works shall not impose any liability on the Principal or reduce, affect or limit the Contractor's obligations under the Contract.

Engineering inspection, termed "supervision" means that the work will be inspected during construction and after completion for the purpose of determining whether such work has been conducted and completed in substantial conformity with the Contract.

Where any work and/or materials are particularly specified to be inspected and approved by the Designer, the Contractor shall give the Principal's Representative a minimum 3 working days, of his intent to have such materials and/or work inspected.

No claim for extensions of time or extra payment shall be allowed to the Contractor through any neglect to give the above notice.

The Principal's Representative may inspect any work or test results to determine whether any work is in accordance with the Contract.

Inspection of any work or test results shall not be taken as evidence that any work is in conformity with the Contract notwithstanding any approval by the Principal's Representative of such work.

11.2 Authority to give Instructions

The Contractor shall only take instructions from the Principal's Representative unless otherwise directed by the Principal's Representative, most particularly instructions to change designs or layouts of furniture or other elements. Where there is doubt between instructions the Contractor is to contact the Principal's Representative before proceeding.

12. Conduct Of Site Issues

12.1 Labour, Direction and Co-ordination

The Contractor shall provide, either directly or through its subcontractors, all necessary labour for the carrying out and completion of the Works in accordance with the provisions of this Contract, including properly qualified personnel such as project engineers, expeditors, general and assistant foremen, leading hands and all other staff as may be necessary to ensure constant and competent direction and superintendence of all trades in all phases and parts of the works to comply with the Contract.

The Contractor is responsible for the proper co-ordination of all the work under the Contract, including the works of all subcontractors and suppliers.

The Contractor shall manage all building components expressly made for the Works and manufactured off Site or stored or stockpiled off Site.

The Contractor shall ensure that the sequence of work prevents damage to completed Work or delays to the Construction Program.

The Contractor shall take full responsibility for employing effective methods to comply with the requirements of this Contract. Approval of such methods, if given by the Principal's Representative, shall be given without prejudice and shall not relieve the Contractor of any responsibility.

Unless otherwise specified, all workmanship shall conform to the appropriate Australian Standards.

Workmanship described in one section of a specification and referred to in another section shall be of equivalent quality.

12.2 Foreperson

The Contractor must provide a full-time foreperson who will be required at the Site for the duration of the Contract, and who will be authorised to receive instructions from the Principal's Representative on behalf of the Contractor. The person shall be experienced in jobs of a similar nature to the works.

12.3 Start-Up Workshop

The start-up workshop is held to encourage the parties and others concerned with the Works to work co-operatively towards a successful Contract and project.

The Principal's Representative must convene a start-up workshop within 7 days after the Date of Contract or such other period as the parties agree.

The workshop includes representatives of the Principal and Contractor together with others concerned with the Works. This might include representatives of the Consultants, Subcontractors and Suppliers.

The Start-Up Workshop will be conducted so as to promote a culture of co-operation and teamwork for the management of the Contract.

Each party and any others who participate in the workshop must meet their own costs for attendance at the Start-Up Workshop, and the parties will share equally the other costs.

The Contractor will record the matters discussed at the Start-Up Meeting and distribute copies of the minutes within 3 working days following the meeting.

12.4 Site Meetings

Regular weekly Site Meetings will be conducted at which the senior representative of the Contractor and the Principal's Representative shall be present to discuss the progress of the Works and all other Site issues. The Contractor shall arrange for the attendance by other persons including representatives of subcontractors and suppliers as may be required. Representatives of the Principal and the consultants may also attend such meetings. The frequency of these meetings will be reviewed by the Principal's Representative.

The Contractor will record the matters discussed at the Site Meeting and distribute copies of the minutes within 2 working days following the meeting.

Nothing in this specification limits the provisions of the Contract Conditions in relation to Site Meetings.

12.5 Site Security

The Contractor shall be wholly responsible for the proper and adequate safeguarding of the Works and of fixed and unfixed materials on the Site during both working and non-working hours. This shall include but not be restricted to the risk of fire, water penetration damage, theft, loss and other interference.

Without limitation, no claims for extensions of time or extra costs will be allowed in respect of damage or loss of materials or interruption of work due to the Contractor's failure to adequately safeguard the Works.

At all intervals between work (e.g. overnight, public holidays, weekends, shutdowns) the Works shall be left in a secure condition and shall not be left in a condition considered to be an enticement for trespass, theft or other interference, either with the Works or the building itself.

The Contractor shall nominate a person who is responsible for securing the Site at night. The after-hour's home phone number of this person is to be given to the Principal at the commencement of the Contract.

12.6 Site Measurement and Set Out

The Contractor, upon taking possession of the Site, is required to carry out a features and levels survey as necessary to establish or confirm title boundaries, existing levels etc. The Contractor shall verify to the Principal's Representative that these are in accordance with the Contract Documents prior to the commencement of Site works.

The Contractor shall confirm the location, orientation and position of existing building elements upon taking possession of the Site, including any demolition required to locate structural building elements.

The Contractor shall make its own investigations on Site and shall not rely upon any 'As Constructed' information supplied by or on behalf of the Principal.

12.7 Dilapidation Survey and Report

Without limiting any other provision of the Contract, the Contractor shall arrange for and

undertake, prior to any works commencing on Site in accordance with the requirements of the Contract and the following:

- a. The dilapidation survey will be comprehensive and will include detailed descriptions and photographs of the Site, and any other information considered appropriate to the reasonable satisfaction of the Principal's Representative. The dilapidation survey will be presented to the Principal's Representative in the form of a bound report prior to the commencement of any works on Site.
- b. The Contractor shall allow seven (7) days for review and approval by the Principal's Representative after having received the dilapidation report. The Contractor shall bear the costs and any delay to the work under the Contract if the report is deemed to be unacceptable by the Principal's Representative.
- c. Any defects to the surrounding buildings and land that in the opinion of the Principal's Representative have resulted from the work under the Contract shall be repaired by the Contractor at its expense prior to and as a condition of Practical Completion.

12.8 Coordination of Setting Out

The Contractor shall co-ordinate the comprehensive setting out of all work under the Contract generally in an accurate manner and within the tolerances specified.

12.9 Preservation of Benchmarks

The Contractor shall preserve benchmarks and survey marks intact at all times. If, for any reason, any are removed or obliterated they shall, at the cost of the Contractor, be replaced by a licensed surveyor acceptable to the Principal.

12.10 Heavy Loads

The Contractor shall ensure that no excessive loads are put on any parts of any existing structure during work. The Contractor will, upon the Principal's Representative's request, supply to the Principal's Representative details of the loads for which the various parts of the structure were designed.

The Contractor is to verify the location of all heavy load items such as UPS batteries and CRAC units, with the Structural Engineer prior to installation.

12.11 Penetrations

The Contractor is to allow to scan and or X-ray the slab, set out all core holes/cut-outs for approval by the nominated Structural Engineer.

The Contractor is to arrange the required inspection(s) and request and obtain written Structural Engineer approval (and building management permission if required) prior to undertaking the works.

12.12 Offsite Storage

The Contractor must store off site any:

- a. plant, equipment & materials until the required day of use.
- b. manufactured and pre-assembled goods until the required day of installation.

12.13 Deliveries

All deliveries must be made via the loading dock. Deliveries via the passenger lifts are strictly prohibited.

Access to the site and all deliveries must be coordinated with Building Management and be in accordance with the requirements of the Fitout manual and directions as provided by the Building Manager.

Access to loading docks, good lifts and parking may be limited at site. The Contractor must allow for any such restrictions in their offer.

Where a goods lift or loading dock is available the Contractor must coordinate usage with the Building/Centre Management.

All materials, goods, plant and equipment are to be unloaded by the Contractor to the nearest points of use or installation, and if necessary, allow for the demolition and making good of building elements to allow for such unloading.

12.14 Base Building Delivery Fees

It is the Contractors responsibility to check and allow for any delivery fees as may be imposed by Building Management.

12.15 Security Guards

It is the Contractors responsibility to check and allow for Security guards if required by Building Management.

12.16 Site Access and Size of Materials

It is the Contractors responsibility to check the height clearance of the loading dock for the purpose of making deliveries into the loading dock.

It is the Contractors responsibility to check the height clearance of the Goods Lift for the purpose of delivering all materials and finished items onto the site. The Contractor shall ensure that this information is provided to all sub-contractors so any size or height restriction is factored into the preparation of Shop Drawings.

No variation will be approved for costs associated with re-manufacture of items that do not fit in the Goods Lift.

12.17 Working Hours and Overtime

The Contractor shall, at its own cost, adhere to time restrictions laid down by any applicable government authority having jurisdiction with regard to construction activities and noise.

The Contractor shall allow for whatever hours are necessary, including overtime, in order to carry out the work under the Contract in accordance with the Contract.

12.18 Safety Warning Signs

The Contractor must provide and display in prominent positions, warning signs of dangerous activities, in accordance with AS 1319 and all relevant legislation and other requirements in respect of dangerous activities or goods.

12.19 Welding, Cutting or Grinding In Situ

All operations shall be carried out in accordance with AS 1674 Cutting and Welding Safety Code.

Some important features of the code follow:

- a. The Contractor shall comply with any requirements of the Facilities/Building Manager with regards to submitting a Hot Work Permit.
- b. Before issue of the permit the Site foreperson shall inspect the Site and ensure that:
 - i. All combustible materials are moved at least 10 metres clear of the work. Where this is not practicable combustible materials, including structural timber, are kept damp or shielded against the gas flame, sparks, slag or falling hot metal by sheet metal, asbestos, fire resistant curtains, or similar (not ordinary tarpaulins).
 - ii. Any floor openings within 10 metres are covered, or if not possible, the floor below is protected.
 - iii. The area on the opposite side of a wall through which heat from a torch or flame might be conducted is clear of combustibles.
 - iv. A person is designated to stand by to watch for sparks, slag or hot metal that may penetrate the shields and take action.
 - v. Fire extinguishers are placed in special readiness in the area, and that the positions of hoses and hose reels are noted.
 - vi. Welders, assistants and watchers are instructed on the use of firefighting equipment present.
- c. After operations are complete, or during interruptions (lunch or tea breaks), patrol areas are maintained, including surroundings and lower floors where smouldering fires may start, for one hour after work ceases.
- d. Special precautions must be taken where work in or near hazardous locations is unavoidable, e.g. flammable solvents, gases or combustible dusts are present, on tanks, ovens, ducting or near spray shops. Refer to Australian Standard for particulars.
- e. Never use equipment damaged in any way. Regular inspection is necessary. Replacement of hoses at least annually is highly desirable.

12.20 Fire Protection

To minimise fire risk during construction, the Contractor shall also provide temporary fire protection measures required by local or other regulatory Authorities during the entire period the fit-out works are being executed. Upon completion, temporary installations must be removed.

The Contractor must request in writing any isolation of the sprinkler services for modifications to sprinkler layouts at least one week in advance of commencement of the work.

The Contractor shall ensure that all fire systems are left fully operational at the end of each day. In the event that a system is not operational, a security guard must be employed at the Contractors expense for duration of the same.

12.21 Disposal of Refuse and Waste

The Contractor shall regularly arrange for the removal from Site of all refuse, building waste, building rubble, food scraps and the like and dispose in the appropriate manner.

The Contractor shall nominate suitable collection points for refuse and waste from fit-out subcontractors and provide for disposal of their refuse and waste.

12.22 Clean Site Policy

The Contractor shall at all times keep the works and Site clean and tidy.

The Contractor shall progressively clean up the works and Site and remove all accumulated, discarded and surplus building material and debris.

On completion of the Works and prior to handing over to the Principal, the Contractor shall, without limitation:

- a. Remove all temporary buildings, structures, fences, services, plant and equipment.
- b. Remove all surplus materials and debris and fully clean the Site.

12.23 No Radio's On-Site Policy

To minimise disruption to other occupants and complaints from building management a no-radio policy will apply where the works are being undertaken when the Principal remains in occupation in adjacent areas, or in a multi-tenanted building.

12.24 No Loud Or Offensive Language Site Policy

Particularly where the works are being undertaken when the Principal remains in occupation in adjacent areas, or in a multi-tenanted building the Contractor shall ensure that contractors on site do not use loud or offensive language. Any sub-contractor who refuses to abide by this requirement will be banned from site.

13. Procedure For Carrying Out The Work

13.1 General Procedure

Except where expressly authorised by the Contract, the work under the Contract is to proceed without disruption to users of adjacent tenancies, buildings and other buildings and properties in the vicinity of the Site.

The Contractor shall undertake appropriate security measures or measures as instructed by the Principal's Representative at the commencement of the Contract to minimise any hazard to the public and other tenants. All materials are to be stacked within the area defined by the site. Existing services, where disrupted are to be re-connected.

The Contractor must carry out the Contract's Works in a proper and workmanlike manner using only new materials and qualified workmen.

The Contractor must carry out the Contract's Works using only Contractors approved by the Principal's Representative, with such approval not to be unreasonably delayed or withheld.

The Contractor must carry out the Contract's Works in accordance with;

- a. only drawings and plans approved by the Principal's Representative;
- b. all laws and the requirements of authorities;
- c. the Landlord's Tenant Information Pack, provided by the Principal's Representative; and
- d. the working days and working hours as specified in the Tenant Information Pack.

The Contractor must carry out the Contract Works;

- a. so not prevent or obstruct the Landlord's (Building Owner) Contractor from undertaking any Landlord Works;
- b. cause as little inconvenience as possible to other persons in the Building or any land or building adjacent to or adjoining or near the Building;
- c. ensure its workmen comply with the Tenant Information Pack and not permit them to do anything prohibited by the Tenant Information Pack;
- d. ensure its contractors, agents and employees:
 - i. agree not to enter into any work practice agreements other than those in force for the Building or reasonably approved by the Building Owner;
 - ii. are financial members of an appropriate affiliated trade union superannuation scheme and redundancy scheme while carrying out the Contract's Works;
 - iii. comply with all safety and other industrial regulations relating to the Building; and
 - iv. remove all rubbish and debris related to the Contract's Works each day during the fit-out period.

The Contractor is to provide protective padding in the building lifts and lobbies accessed at all times whilst material and/or equipment is being transported in the lifts.

The lifts are to be locked off when being loaded in order to prevent damage to lift door sensor mechanisms.

The Contractor acknowledges that the moving of men and materials via the goods lift is at the determination of the Facilities/Building Manager.

The Contractor shall provide temporary barriers and signage in the basement car park when moving goods into and out of the building to ensure a safe path of travel to the lower basement levels for other building occupants. Clear access is to be maintained through the basement on a 24 hours 7 days per week basis.

The Contractor is not permitted to use the Facility/Building Managers industrial bins for the disposal of rubbish.

The Contractor acknowledges that parking within the basement is not available unless the express approval in writing has been obtained from the Facilities/Building Manager.

13.2 Existing Services – Determination by Investigation

The Contractor shall ascertain the exact location of existing services by undertaking exploratory investigations prior to undertaking any works. Disruption or damage to existing services shall be the responsibility of the Contractor and all costs incurred shall be borne by the Contractor.

13.3 Continuity of Existing Services

The Contractor shall take all necessary steps to ensure the continuity of existing services and fully advise the Principal's Representative of all steps being taken to avoid interruption to services.

The Contractor shall not disconnect or disrupt any services unless the disconnection or disruption;

- a. is unavoidable in order to carry out the work under the Contract or is expressly

- required by the Contract;
- b. does not affect any services to areas outside the Site; and
- c. has been previously approved by the Principal's Representative.

The Contractor shall provide the Principal's Representative with a works plan for any intended disruptions, disconnections or connections to existing building services at least 2 weeks prior to the intended date for such works, stating the proposed time and methodology for the work. The Contractor must co-ordinate, liaise and manage all services shutdowns and changeovers and comply with the reasonable requirements of the Facilities/Building Manager.

The Contractor shall provide alternative temporary services where required to avoid any disruption to existing services during ordinary business hours. This includes without limitation, arranging for any temporary connection or integration with existing services, diversion branches, and re-commissioning as required.

The Contractor shall provide additional and/ or temporary services in respect of existing improvements to meet the requirements of any government authority.

The Contractor shall provide temporary plant as necessary to decommission existing areas, maintain existing tenancies and complete new tenancies. This includes the provision of temporary fire pumps, hydrant boosters, domestic pumps, air conditioning plant, mechanical exhausts, or similar.

Without limiting the provisions of the Contract, the Contractor shall be responsible for liaising with all relevant authorities in relation to service connections and obtaining all government approvals.

13.4 Procedure for Disruption of Essential Services

The Contractor is to apply to the Facilities/Building Manager for permission to disrupt any essential services to the building including, without limitation to air conditioning, fire systems, electricity supply, water, sewerage, telephone lines and access controls. The work permit must adequately describe the nature of the disruption, the anticipated timing and the likely duration.

The written application shall be at least 14 days prior to the planned disruption.

The Contractor shall ensure that written approval of their proposal is received from the Facilities/Building Manager prior to proceeding with their proposal.

13.5 Disruptive Activities

The Contractor shall take all necessary actions to minimise as far as possible the impact of disruptive work activities (including noise, vibrations and dust) on tenants and users of the adjacent tenancies and buildings, paying particular attention to disruption generated during business trading hours.

The Contractor shall undertake disruptive work activities out of hours whenever the activity would cause disruption which in the reasonable determination of the Principal's Representative would prevent or restrict the use of the adjacent buildings (including by tenants or users of the adjacent buildings).

Without limitation to any other obligation on the Contractor, the Contractor shall programme and carry out the work under the Contract so that disruptive work activities are limited to early mornings Monday to Friday prior to 8:00am and evenings after 6:00pm. The Contractor shall

provide 48 hours' notice to the Facilities/Building Manager of any disruptive activities to enable other tenants to be informed of the disruption to their quiet enjoyment and or as per the Tenant Information Pack.

13.6 Works to Occupied Areas and Confined Spaces

The Contractor acknowledges that access to areas occupied or utilised by existing tenants may be restricted during business hours and other times. These areas include without limitation, lobbies, stairwells, storerooms, loading areas, and basement car parks.

The Contractor has allowed for all costs associated with conducting work in confined spaces and occupied areas including re-work and Temporary Works.

The Contractor shall ensure that occupied areas are returned to the possession of the existing tenants each day in a tidy and safe fashion. Works partly completed in occupied areas shall be presented neatly to the satisfaction of the Principal.

13.7 Access Corridors and Fire Egress

The Contractor shall provide all fire rated temporary walls, fire access and egress paths and internal corridors when required for compliance with all statutory requirements or as directed by all government authorities. The Contractor shall, at its own cost, relocate access and egress corridors as necessary to complete the Works.

14. Payment

14.1 Payment Claims

All progress claims will be processed in accordance with the Building and Construction Industry Securities of Payment Act.

The Draft progress payment claim must be submitted to the Principal Representative for review and endorsement at least one week prior to the invoice submission date.

The Draft progress payment claim must include the statement, "this is not a payment claim". In consultation with the Contractor, Architect and Engineer the Principal's Representative will confirm the approved amount to be invoiced and the Contractor will be informed of the final approved amount to be submitted as a Payment Claim.

Invoices will only be authorised for payment on receipt of the supporting statement by the Contractor regarding payment to sub-contractors.

Payment claims shall set out the value of work completed for each major trade and nominated subcontractors and suppliers. The Principal's Representative may direct the form of payment claims and any supporting information to be included in a payment claim.

Submission of a statutory declaration in accordance with the Contract is a condition precedent of the Contractor's entitlement to claim for payment.

Progress claims which include Deposits - Please note that progress claims which include deposits for sub-contractors will NOT be approved for payment unless an additional bank guarantee for the value of the deposit is provided by the Contractor. The date on the Bank Guarantee must be no less than 6-month post the date the goods are anticipated to be delivered to site.

14.2 Schedule of proposed Payment Claims

The successful Contractor will be required to submit a schedule of proposed Payment Claims within 2 weeks of being awarded the Contract.

14.3 Variations

The Contractor shall supply a Variation notice to the Principal's Representative to substantiate pricing of variation requests or any claim for a variation and to allow the Principal's Representative to properly assess the claim.

The Variation notice must include the statement, "this is not a payment claim".

The Contractor shall supply detailed supporting information including quotations outlining the costs from any subcontractor to perform the works. The Contractor acknowledges that if all supporting information for a variation is not provided to the Principal's Representative as determined by the Principal's Representative, the Principal's Representative may reject the claim until the supporting information is provided.

14.4 Variations to Overcome Buildability Problems

Notwithstanding any other provision to the Contract, the Contractor may not make any Claim against the Principal arising out of, or in any way in connection with, a buildability problem, including if the buildability problem constitutes or involves a variation.

15. Completion

15.1 Compliance Certificates for Interim and Final Occupation Certificate

The successful Tenderer will be issued with the Construction Certificate / Complying Development Certificate prior to the works commencing on site. This document may include a Checklist of documentation required by the Certifier in order to issue the Occupation Certificate.

As outlined in Section 1.8.1, in anticipation of Practical Completion the Contractor is to liaise directly with the Certifier to arrange a final inspection and provide all required/requested compliance documentation to permit the issue of the Final Occupancy Certificate.

Practical Completion will only be granted to the Contractor following the issue of the Occupation Certificate by the Certifier.

15.2 Operation and Maintenance Manual Services

One month before the expected date for Practical Completion, the Contractor shall provide a draft set of operational and maintenance manuals to the Principal's Representative and Engineer for review.

This shall include:

- a. Contractor's Works Manuals
- b. Electrical Services Manuals
- c. Mechanical Services Manuals

- d. Hydraulics Services Manuals
- e. Fire Services manuals

The Principal's Representative's comments shall be incorporated into the manuals prior to the Contractor issuing final sets of each manual.

In addition to the above the final version of manual must include the following:

- a. As built Electrical services drawings – A3 hardcopy
- b. As built Mechanical services drawings – A3 hardcopy
- c. As built Hydraulics services drawings – A3 hardcopy
- d. As built Fire services drawings – A3 hardcopy
- e. As built Security services drawings – A3 hardcopy
- f. Engineering Services Specifications, Schedules etc
- g. As built Architectural drawings – A3 hardcopy
- h. Architectural Specifications, Schedules etc
- i. Copy of the CC/CDC
- j. Copy of the OC

Three copies of each manual shall be provided with the final issue at Practical Completion for issue to:

- a. Principal – hard and soft copy
- b. Building Manager – hard and soft copy
- c. Principal's Representative –soft copy only

The Operation and Maintenance manuals shall be supplied in accordance with the requirements of the relevant Specification Section.

15.3 Guarantees and Warranties

All guarantees and warranties applying to the supply and installation of materials, goods and equipment, are to be in the names of each of the Principal and the Contractor. The Contractor shall assign to the Principal or its nominee its interest in any guarantees or warranties which extend beyond the Defects Liability Period, if required by the Principal.

15.4 Maintenance

Prior to commencement of the Defects Liability Period, the Contractor shall submit a maintenance schedule for the Principal's Representative's approval, setting out maintenance procedures and frequencies to ensure the trouble-free operation and maintain plant operating efficiency. The maintenance schedule shall be included in the operation and, maintenance manuals.

The Contractor shall carry out routine maintenance of services as required in accordance with the Contract, Australian Standards and the BCA.

Maintenance of essential services shall be included in the maintenance schedule.

Without limitation to the Contract, the Contractor shall:

- a. Perform maintenance in accordance with all statutory requirements and in accordance with the maintenance schedule. Maintenance shall be conducted in

accordance with AS 1851.

- b. Perform maintenance at times and in a manner, which will cause the least inconvenience to the normal operation and occupants of the completed Works.
- c. Co-ordinate, as necessary, the maintenance of the Works with maintenance of other services to ensure all necessary subcontractors are present when required for coordinated essential services tests.
- d. Notify the Principal's Representative of its intent to perform maintenance at least three days prior to each visit, obtain the representative's signature on a service report at the end of each visit and leave a copy on Site. The service report shall detail the work carried out and shall list any adjustments and/or rectification work found to be necessary.
- e. Unsigned reports will not be recognised and the Principal's Representative, at the end of the maintenance period, may elect to:
- f. Have additional services carried out to make up the number of signed reports at the cost of the Contractor; or
- g. Deduct the cost of disputed visits at the pro rata rate for each of the maintenance visit(s) disputed.

At least fourteen days before carrying out the final service, the Contractor shall request that an inspection be arranged to coincide with this service.

15.5 Final Cleaning

On completion of the works after all trades are finished and before Practical Completion, the Contractor shall carry out a final clean of all of the work under the Contract including without limitation:

- a. Clean the inside face of all external glazing and frames.
- b. Thoroughly scrub, clean and seal all floors.
- c. Thoroughly clean all aluminium work - frames, kick plates, louvers, etc. – and clean and polish all glass and mirrors.
- d. Ensure that all light fittings and mechanical air registers are cleaned.
- e. Check that all door closers are clean and correctly adjusted.
- f. Clean out all cupboards and shelves and any ducts and recesses.
- g. Clean and remove all surplus materials, rubbish, dirt, etc.
- h. Make good all damage, stains and blemishes and replace materials where necessary.
- i. Clean all surfaces and clean and polish glass, tile and natural or chromed metal finishes.
- j. Bring all surfaces to the specified finishes.

15.6 Building Keys

Four copies of all keys relating to the works are to be provided by the Contractor and shall be provided as a condition precedent to the achievement of Practical Completion. All keys are to be individually labelled as directed by the Principal. All keys for gaining entry to the tenancy through the main paths of access and egress are to be keyed to the Building Master Key System as directed by the Principal.

15.7 As-Built Drawings

Prior to Practical Completion, the Contractor shall provide As-built Drawings of all completed Works, which shall include all architectural, engineering services, steelwork and structural elements. The drawings shall:

- a. Be produced using the latest version of AutoCAD software.
- b. Clearly show any deviations from the Contract drawings.
- c. Be titled as 'As-built' drawings.
- d. Use the Architectural drawings as the base document and co-ordinate any significant changes on those drawings as well as the relevant subcontractor's drawings.

The Contractor must provide a minimum of 3 sets (hardcopy and soft copy) of As Built Manuals for each site.

- a. For the Principal which is to include information sheets, user manuals and warranties for whitegoods and AV equipment (hard and soft copy)
- b. Building Manager (hard and soft copy)
- c. Principal's Representative (soft copy only) and hard copy only if requested

Note: As Built manuals will be rejected unless all services As Built drawings & schedules have been vetted and formally approved by the Services consultants prior to issuing the manual.

Each manual must include the following information:

- a. Project Details summary
- b. Schedule of Consultants
- c. Schedule of all sub-contractors and suppliers and their contact details
- d. As-built architectural drawings as provided by the Architect/Designer – provided in .dwg and pdf format
- e. As-built schedules and specifications as provided by the Architect/Designer
- f. As-built services drawings– provided in .dwg and pdf format
- g. warranties,
- h. user and maintenance manuals for all applied finishes
- i. user and maintenance manuals for all equipment including white goods
- j. compliance certifications
- k. copy of the Occupancy Certificate as issued by the Certifier
- l. copy of the Certificate of Practical Completion as issued by the Principal's Representative

All Manuals must include a CD or USB stick with both PDF and DWG files of As Built Services documentation including schedules.

All Manuals must include A3 hard copies of the Partitions and Furniture Plans and a CD or USB stick with PDF and DWG files of all As Built Architectural documentation including schedules.

15.8 Defects Liability

The Defects Liability Period shall be the period as outlined in the Tender invitation and applies to the full scope of Works.

During the Defects Liability Period, the Contractor shall in addition to its other obligations replace or otherwise make good:

- a. Any defect which becomes apparent during the Defects Liability Period within 14 days of notification.
- b. Damage which results from such defect or from work to remedy such defect and which becomes apparent during the defects liability period within 14 days of notification.

The Contractor shall adjust and test equipment replaced during the Defects Liability Period to show that the system of which it forms a part is giving commercial operation and the replaced items are performing according to the specified operating conditions.

15.9 Defect Rectification Prior to Issue of Final Certificate

Prior to the issue of the Final Certificate and without limiting any other provision of the Specification or the Contract, the Contractor shall, upon written notification from the Principal's Representative and without cost to the Principal, make good all defects, however caused and including:

- a. Shrinkage and/or expansion cracks in concrete, brickwork, blockwork, timber, plaster, cement, plasterboard, granolithic, monolithic, tiling.
- b. Warped and/or twisted timber, doors, frames, windows, shelves.
- c. Loose and/or drummy areas of plaster, cement render, granolithic, sheet vinyl, ceramic tiles, terrazzo, parquet, carpet.
- d. Stained and/or marked off-form concrete, face blockwork, plaster, cement render, fibrous plaster, plasterboard, exposed granolithic, monolithic, sheet vinyl, carpet, paint, clear finish, other applied finishes.
- e. Loose door furniture, window furniture, sanitary fittings, shelves, cupboards, supports, faucets and outlets, flashings.

15.10 Final Certificate

A joint inspection shall be held prior to the completion of the Defect Liability Period and all items noted for attention shall be completed to the satisfaction of the Principal's Representative and the Principal's Representative before the Final Certificate is issued.

Drawings, on disc, supplied to the Principal's Representative at the time of Practical Completion shall be re-issued to the Principal's Representative upon issue of the Final Certificate. All changes, new works or other alterations shall be shown and identified with revision labels.

