



INSTRUCTIONS

Dear Applicant

Expression of Interest for Upgrades and Minor Works to Defence & DHA Homes

Defence Housing Australia (DHA) would like to thank you for enquiring about Expression of Interest for Upgrades and Minor Works to Defence & DHA Homes.

Included in this pack are:

1. Instructions and Information
2. Expression of Interest- Upgrades and Minor Works to Defence & DHA Homes Invitation
3. General Specification for Upgrade and Minor Works
4. Example of Scope of Works for Upgrade Works
5. Example of Existing Floor Plan for Upgrade Works
6. Attachment 6- Example Copy of Minor Works Contract
7. Attachment 5- Tender Returnables

Respondents are required to fully complete and return the following documents which are contained within the above documentation.

a) Attachment 5- Tender Returnables

- ✚ 5.0 Regions of Interest
- ✚ 5.2 Application Form and Declaration
- ✚ 5.3 Response Statements
- ✚ 5.4 National Code of Practice
- ✚ 5.5 Work Health Safety (Act) 2011
- ✚ 5.6 Federal Safety Commission (OFSC) Accreditation

Respondents may also provide additional information that they consider relevant to their application in addition to the mandatory Attachment 5 – Tender Returnables.

Expression of Interests should be emailed to National.TenderOffice@dha.gov.au with the following wording in the subject line- **Expression of Interest Upgrade Works Projects**

All enquiries regarding the Expression of Interest should be directed via email to:

National.TenderOffice@dha.gov.au

**Any contact with any other DHA staff member relating to the Expression of Interest other than through the DHA Contact Officer may, at the absolute discretion of the National Manager Constructions and Upgrades, invalidate the EOI submission.*

INFORMATION

National Code of Practice for the Construction Industry May 2012.

Should you require assistance in completing and complying with the National Code portion of this EOI please contact:

- the National Code Hotline: 1300 731 293
- the National Code Mailbox: code.assessment@deewr.gov.au
- visit www.workplace.gov.au/building - link does not work
 - <http://www.fwbc.gov.au/national-code-practice-construction-industry>

Australian Government Building and Construction OHS Accreditation Scheme

Should you require assistance or further information regarding the Australian Government Building and Construction OHS Accreditation Scheme please visit:

- www.fsc.gov.au or
- contact the Office of the Federal Safety Commissioner on 1800 652 500.

Work Health & Safety (WHS) Act 2011

Should you require assistance or further information regarding the Work Health & Safety (WHS) Act 2011 please visit:

<http://www.comlaw.gov.au/Details/C2011A00137>



EXPRESSION OF INTEREST

**Upgrades and Minor Works to
Defence & DHA Homes**

Australia Wide

TABLE OF CONTENTS

1.	Expression of Interest	3
2.	Form and Method of Tender	4
3.	Incorrect Expressions of interest.....	5
4.	Evaluation of Expressions of interest	5
5.	Acceptance of EOI	6
6.	DHA's Rights	6
7.	Reservations by DHA.....	7
8.	Unsuccessful Applicants	7
9.	Confidentiality	8
10.	Applicants to Fully Inform Themselves.....	8
11.	Applicants Must Comply.....	9
12.	Continuing Rights	9
13.	Further Assurance.....	9
14.	Service of Notices by DHA on Applicant	9
15.	Waiver	10
16.	Governing Law and Jurisdiction	10
17.	Definitions and Interpretation.....	10
Attachment 1 (a)	General Specification Upgrade & Minor Work	12
Attachment 1 (b)	Example Scope of Work	13
Attachment 1 (c)	Example Existing Floor Plan	14
Attachment 3	DHA's Compliance Requirements.....	15
Attachment 4	OHS Accreditation	20
Attachment 5	Electronic Returnables	21
Attachment 6	Example of Minor Works Contract	22

1. Expression of Interest

1.1 Invitation

Defence Housing Australia (DHA) invites responses from prospective builders/contractors who have the capability to undertake concurrent upgrades of between 2 to 10 house packages per project for inclusion on regional pre-qualified panels. Pre-qualified Upgrade Builders/Contractors may then be invited to tender for specific projects on the basis of a select Request for Tender (RFT) via Austender.

1.2 Background

DHA was established under the Defence Housing Authority Act 1987 to provide adequate and suitable housing for:

- members of the Australian Defence Force (ADF) and their families;
- officers and employees of the Department of Defence (DOD) and their families; and
- other persons;

in order to meet the operational needs of the ADF and the requirements of the DOD.

DHA operates Australia wide through a network of regional Housing Management Centres (HMC) which are responsible for providing community standard housing for ADF and DOD families within their region.

The HMC locations are located in the following regions:

- All capital cities with the exception of Hobart
- Cairns
- Ipswich
- Newcastle
- Nowra
- Riverina
- Toowoomba
- Townsville

DHA undertakes property provisioning around Australia through upgrading existing stock, new construction, acquisition and development projects.

DHA commenced the upgrades program in 2009. The program is upgrading houses throughout Australia from major cities to remote Western Australia and Far North Queensland.

Each property in the program will receive a different level of upgrade depending on its current standard. Typical work includes the following:

- full kitchen, bathrooms and laundry upgrades;
- new floor coverings, heating/cooling, fans and window furnishings;
- internal & external repaint;
- electrical & plumbing upgrades; and
- landscaping upgrades including fencing.

The upgrades may also include new works such as additional rooms, provision of en-suites, increased room sizes, changes to configurations and improvements in sustainability attributes. (See Attachment 1 for more details).

In providing these services DHA requires prompt, efficient and reliable turnaround times, due to tight program deadlines.

The pre-qualification panel services will remain in place for a period of 3 years.

Selection on the pre-qualified panel does not offer a guarantee of work. DHA has the right to distribute work to panel members as they see fit, selection on the panel does not oblige DHA to place any work with applicants. The panel does not confer a right on the applicant to provide any services on an exclusive basis.

1.3 Enquiries

All enquiries in relation to this Expression of Interest must be referred in writing to the email address listed below:

Email: National.TenderOffice@dha.gov.au

If tenderers have difficulty submitting due to file sizes being too large, please email the National Tender Office and they will discuss alternative methods of delivery.

1.4 Other contact with DHA

Any contact with any other member of DHA may, in DHA's absolute discretion, invalidate the EOI.

2. Form and Method of Tender

2.1 Form of Tender

The information must be submitted by the Closing Date (if applicable), otherwise the EOI will be dealt with as outlined within clauses 4 and 7.

2.2 Required accompanying EOI documentation

Builders/Contractors must submit the following:

Attachment 5 EOI Returnables

2.3 Signing

The Builder/Contractor must sign the Application. If the Application or accompanying EOI documentation listed in clauses 3.2 are improperly completed or signed, DHA may, in its absolute discretion:

- a) require the applicant to properly complete and sign the Form of Tender or accompanying EOI documentation prior to considering the EOI;
- b) disregard the EOI; or
- c) not accept the EOI.

2.4 Delivery of EOI

All applicants must submit their EOI electronically via the email address in clause 1.3. The process and the terms/conditions that are applicable are set out in this Invitation.

3. Incorrect Expressions of Interest

3.1 Errors or omissions

Applicants that find an error or omission in the EOI are entitled to notify DHA of this error or omission prior to the Closing Date and DHA may, in its absolute discretion, consider the additional information provided. Notifications must be made via email to the address in clause 1.3.

4. Evaluation of Expressions of Interest

4.1 Objective

DHA's objective is to identify the compliant EOI that best fulfils DHA's requirements, and best represents value for money.

4.2 EOI assessment committee

EOI's will be evaluated by the EOI assessment committee which:

- a) may include such persons as DHA may require, in its absolute discretion;
- b) may include the DHA Nominated Delegate and Development Manager; and
- c) may also include external Builders, if required in DHA's absolute discretion.

4.3 Compliance requirements

EOI's will be examined for compliance. EOI's that, in DHA's absolute opinion, do not meet the following criteria will not be considered further:

- a) Compliance with Work Health & Safety (WHS) Act 2011.
- b) Compliance with National Code of Practice for the Construction Industry.

4.4 EOI assessment

- a) EOI's will be examined and assessed on the basis of compliance with DHA's objective, as provided in clause 5.1 and the Conditions of EOI.
- b) If an applicant proposes more than one option or alternative as part of its EOI then each option will be considered and evaluated separately.
- c) If issues are identified following receipt of the EOI, they will not be taken into account in the evaluation unless DHA deems an equal opportunity to address them, as determined by DHA in its absolute discretion.

4.5 Evaluation criteria

EOI's will be evaluated using the following criteria:

1.	Overall completeness of submission including Licence check for appropriateness <i>(subject to any correction of unintended omissions or errors to information)</i>
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2.	National Code Compliance Work Health Safety (WHS) Act Compliance
3.	Capability & Capacity Suitability, systems and ability Performance Record <i>[included within the Response Statements Att 5.2 RS of Att 5- Tender Returnables]</i>
4.	Financial Assessment (external assessor) Financial Suitability by DHA's Senior Financial Analyst
5.	OHS Accreditation Scheme (Federal Safety Commissioner)

5. Acceptance of EOI

5.1 Terms of offer to purchase

An EOI submitted is an offer for the services in accordance with the Conditions of EOI, the Form of Tender and the Contract.

5.2 List of preferred expressions of interest

Once the EOI Assessment Committee has evaluated the EOI in accordance with clause 5, it will:

- a) establish an order of preference for all compliant Expressions of interest; and
- b) report to DHA's Nominated Delegate on the outcome of the evaluation process.

5.3 Notice of acceptance

DHA can accept any EOI at any time by notifying the applicant in writing, at the address specified in the Application that they are accepted to the Upgrade & Minor Works Panel for Project Homes.

6. DHA's Rights

6.1 DHA's Rights

DHA may in its absolute discretion:

- a) Clarify any uncertainties in the EOI through meetings or negotiations.
- b) Seek to confirm representations made by a Applicant.
- c) Require the Applicant to submit more information to assist DHA in the consideration of the EOI.
- d) Decide not to consider a EOI if a Applicant is or has been in breach of DHA's Compliance Requirements.

- e) Decide not to consider a EOI if the Application and the accompanying EOI documents are not in the form specified by the Conditions of EOI.
- f) Accept or reject any EOI.
- g) At any time amend this Expression of Interest by written notice to each Applicant.
- h) At any time terminate this Expression of Interest by written notice to each Applicant.
- i) At any time abandon the Services or terminate the Expression of Interest.
- j) Make any enquiries in relation to any Applicant including its identity, financial capacity or details of its directors or shareholders (if applicable).
- k) Award Contracts, at any time to a Applicant in relation to all or part of the Services.

6.2 Deemed withdrawal

If DHA has not accepted any EOI by the Acceptance Date then DHA at its absolute discretion has the right to terminate this Expression of Interest

7. Reservations by DHA

7.1 No claim against DHA

An applicant must not make any claim against DHA if DHA permits or negotiates any amendments or additions to any EOI at any time on any terms regardless of whether:

- a) it complies with this Expression of Interest;
- b) this Expression of Interest is otherwise terminated; or
- c) any expenditure is incurred by any applicant.

7.2 No binding Expression of Interest

- a) All applicants acknowledge and agree that no binding EOI for the services arises between DHA and any applicant until an EOI is accepted (if at all) by DHA. The Contract, as agreed and signed between the successful applicant and DHA, and then only in respect of the accepted EOI.
- b) Nothing in the EOI document, or your response to it, amounts to a process contract.

8. Unsuccessful Applicants

8.1 Notification

After DHA enters into the Contract, DHA will notify each unsuccessful applicant that its EOI has not been accepted and may offer general comments in relation to the strengths, weaknesses and competitiveness of the EOI.

9. Confidentiality

9.1 No disclosure

An applicant must not disclose or permit to be disclosed any information provided to or obtained by the applicant in relation to the Works, this EOI or the Contract unless it is:

- d) provided to its professional advisers for the purpose of assisting the applicant to:
 - ◆ conduct its due diligence enquiries of the works; or
 - ◆ submit a EOI;
- e) generally available to the public; or
- f) required to be disclosed by law.

9.2 Conflicts

Applicants must declare any conflict of interest to DHA when the EOI is submitted.

9.3 Commercial in confidence

The EOI will be treated by DHA as commercial in confidence documents and DHA will undertake all reasonable steps to ensure EOI's are confidential except where disclosure is permitted under the Conditions of the EOI or with the consent of the applicant.

10. Applicants to Fully Inform Themselves

10.1 Deemed examination

By submitting an EOI, each applicant is deemed to have examined the terms and conditions of this EOI. DHA is not liable for any claim on the grounds of insufficient information in this EOI.

10.2 Acknowledgement

The applicant acknowledges that:

- a) In lodging its EOI it does not rely on any warranty or representation made by or on behalf of DHA.
- b) It has relied entirely on its own due diligence enquiries about the Services.
- c) It does not rely on the completeness or accuracy of the information set out in this EOI.
- d) It has read and understood the Contract.
- e) DHA is not responsible for any costs or expenses incurred by any applicant:
 - i) in preparing and submitting an EOI;
 - ii) for the provision of further information requested during the evaluation process;
 - iii) in any negotiations; or
 - iv) in any other way.

- f) No contractual relationship (except for one regulated by this EOI) will arise between DHA and the successful (applicant?) Builder/Contractor until the agreed Contract is executed by DHA and the successful (applicant) Builder/Contractor.

11. Applicants Must Comply

- a) By submitting an EOI, each applicant is deemed to have read, understood and agreed to comply with DHA's Compliance Requirements.
- b) If the applicant discovers that it is in breach of and/or non compliant with DHA's Compliance Requirements it must immediately notify DHA and relevant body to which the noncompliance relates.
- c) DHA may, in its absolute discretion, reject the EOI, if the applicant does not comply with DHA's Compliance Requirements.

12. Continuing Rights

Unless inconsistent with the terms and conditions of this EOI, the Conditions of EOI continue to bind each applicant despite:

- a) its EOI not being accepted; or
- b) acceptance of any other EOI or offer in relation to the Services.

13. Further Assurance

Each party must promptly at its own cost do all things (including signing and if necessary delivering all documents) necessary to give full effect to this EOI.

14. Service of Notices by DHA on Applicant

In addition to any other method of service provided by law, DHA may serve a Notice by:

- a) prepaid ordinary post to the address of the applicant as specified in the Form of tender.
- b) facsimile to the facsimile number of the applicant as specified in the Form of tender.
- c) email to the email address of the applicant as specified in the Form of tender.

If the Notice is sent or delivered in a manner provided by clause 15.1, it must be treated as given to and received by the party to which it is addressed:

- a) if sent by post, on the 2nd Business Day (at the address to which it is posted) after posting;
- b) if sent by facsimile or email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

15. Waiver

- a) DHA's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- b) DHA's exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- c) DHA's waiver is not effective unless it is in writing.
- d) DHA's waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

16. Governing Law and Jurisdiction

- a) The law of the Jurisdiction governs this EOI.
- b) DHA and each applicant submit to the non-exclusive jurisdiction of the courts of the Jurisdiction and of the Commonwealth of Australia.

17. Definitions and Interpretation

17.1 Definitions

In this EOI:

- a) **Acceptance Date** means the date that is 60 days after the Closing Date or any later date notified by DHA to each Builder under clause 7.1(9);
- b) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the Jurisdiction or a rostered day off however described in the Jurisdiction;
- c) **Closing Date** (if applicable) means the date and time specified for the close of this EOI.
- d) **Conditions of EOI** means the terms and conditions contained in this Expression of Interest;
- e) **Contract** means the contract set out in Attachment 6;
- f) **DHA** means Defence Housing Australia;
- g) **DHA's Compliance Requirements** means the items set out in clause 5.3;
- h) **Form of tender** means the Application set out in Attachment 5.1;
- i) **Expression of Interest (EOI)** means this document as amended from time to time, including any schedule, annexure or attachment to this document;
- j) **Jurisdiction** means the State or Territory in Australia where the Project is situated;
- k) **DHA Declaration of Compliance Form** means the form in Attachment 5.6; confirming compliance with the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (Guidelines), May 2012.

- l) **Notice** means a notice or other communication connected with this Expression of Interest;
- m) **EOI** means:
 - i) an offer for the Services made in accordance with the Form of Tender and Conditions of EOI; and
- n) **EOI Assessment Committee** means the committee established by DHA to consider and evaluate the EOI as referred to in clause 5.2;
- o) **Builder/Contractor** means a person who has submitted a EOI in response to this Expression of Interest.
- p) **Applicant** means a person who has submitted a EOI in response to this Expression of Interest.
- q) **Services** mean the role of the builder/contractor undertaking the construction works.

17.2 Interpretation

Reference to:

- a) One gender includes the other;
- b) The singular includes the plural and the plural includes the singular;
- c) A person includes a body corporate;
- d) A party includes the party's executors, administrators, successors and permitted assigns;
- e) A statute, regulation, code or other law or a provision of any of them includes:
 - i) any amendment or replacement of it; and
 - ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
- f) Dollars means Australian dollars unless otherwise stated.
- g) "Including" and similar expressions are not words of limitation.
- h) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- i) Headings and any table of contents or index are for convenience only and do not form part of this Expression of Interest or affect its interpretation.
- j) A provision of this Expression of Interest must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Expression of Interest or the inclusion of the provision in this Expression of Interest.
- k) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

Attachment 1 (a) General Specification Upgrades & Minor Works

Please refer to Attachment 1 (a) for the General Specification Upgrades & Minor Works generally used for DHA's Upgrade Projects.

**Please note that different regions may have different specifications. (Refer to the specific tender documents for each project)*

Attachment 1 (b) Example Scope of Work

Please refer to Attachment 1 (b) for the Example Scope of Work generally used for DHA's Upgrade Projects.

**Please note that all projects may have different Scope of Works*

Attachment 1 (c) Example Existing Floor Plan

Please refer to Attachment 1 (c) for the Example Existing Floor Plan.

**Please note that all projects will have a different floor plan.*

Attachment 3 DHA's Compliance Requirements

Conditions of EOI – National Code of Practice for the Construction Industry

- a) The Builder's attention is drawn to the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (Guidelines), May 2012. Copies of the Code and Guidelines are available at www.deewr.gov.au/building.
- b) By submitting an expression of interest or tender to undertake the work/services you:
 - i) will be deemed to have read; and
 - ii) agree that you must comply with, the Code and Guidelines.
- c) Notwithstanding any other provisions of the EOI Documents, Builders hereby consent to the disclosure of information concerning compliance with the Code and Guidelines, including details of whether or not a sanction (see Section 8.2 of the Guidelines) has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the Code and Guidelines and the exercise of their statutory and portfolio responsibilities. Builders must ensure that their proposed subcontractors and Builders are also aware of, and agree to comply with, these rights of use and disclosure.
- d) Builders should be aware that the Code and Guidelines apply to:
 - iii) the project which is the subject of these EOI Documents; and
 - iv) all construction building work undertaken by the Builder and its related entities (see section 3.5 of the Guidelines) thereafter as defined in the Guidelines, including work on all new privately funded construction projects in Australia. For further information on the definition of privately funded construction projects, see section 3.4 of the Guidelines.
- e) It is a condition of EOI that Builders comply with the Code and Guidelines. As part of their EOI response, Builders must submit a signed "Declaration of Compliance" in accordance with the Declaration of Compliance which is attached to this Request for EOI.
- f) It is also a condition of participation in this EOI that, at the time of lodgement of the expression of interest or EOI, the Builder must not be:
 - v) precluded from EOI-ing for Australian Government funded work; or
 - vi) subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim.

A failure to meet these conditions for participation will mean that the Builder will be automatically excluded from the EOI.
- g) Each Builder must indicate in its EOI response:
 - vii) whether the Builder or a related entity of the EOI has ever been subject to a sanction imposed under the Code and Guidelines;

- viii) whether the Builder has had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and has not paid the claim;
- ix) whether the Builder has had any adverse court, tribunal, industrial relations commission or Fair Work Australia finding, order or penalty awarded against them in the last two years (and if so provide details);
- x) how the Builder and its related entities have complied with the Code and Guidelines in the past (if the Builder has undertaken Australian Government funded construction work in the past);
- xi) how the Builder intends to comply with the Code and Guidelines in performing the Contract, should it be the successful Builder; and
- xii) where the Builder proposes to subcontract an element of the project, either:
 - i) the information detailed in the above subclauses (a) and (b) in relation to each subcontractor, or
 - ii) how the Builder intends to ensure each subcontractor complies with the Code and Guidelines.
- h) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, Builders should note that when assessing expressions of interest, preference may be given to EOI that demonstrate a commitment to:
 - xiii) adding and/or retaining trainees and apprentices;
 - xiv) increasing the participation of women in all aspects of the industry; or
 - xv) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

Work Health and Safety (WHS) Act 2011

1. Principal Contractor or Person with Management or Control (PWMC) of Workplace

If you are appointed as the Principal Contractor or PWMC, your role and obligations are defined by the WHS legislation and the successful contractor will need to fulfil these requirements.

2. Contractor WHS Management Systems

At the time of tender, the Tenderer must submit a copy of their WHS Management System (or sections that are specified by DHA). As a minimum the Contractor's WHS Management System must demonstrate compliance with all duties of the person with a business or undertaking (PCBU) as specified under WHS legislation.

As a minimum the WHS Management System shall include:

- WHS Policy;
- WHS Objectives and targets;

- Organisational structures, WHS roles and responsibilities;
- WHS management system procedures and practices including:
 - Consultation and communication;
 - WHS hazard management;
 - Emergency preparedness and response;
 - Auditing and inspections;
 - Performance monitoring;
 - Training and induction; and
 - Management review;
- Safe work practices.

3. **Generic Site WHS Management Plan**

At the time of tender, the tenderer must submit a copy of a generic site WHS Management Plan detailing how they manage WHS as part of any contract and works. If the tenderer does not have an existing site WHS Management Plan, then the tenderer may develop their own site WHS Management Plan by requesting a copy of the **Site WHS Management Plan Minor Works Template** from National.TenderOffice@dha.gov.au

The generic site WHS Management Plan must include:

Health and safety responsibilities:

- Names and positions; and
- Responsibilities to be detailed;

Consultation, co-operation and the co-ordination of activities:

- Contractors (PCBUs); and
- Other affected parties;

Incident management:

- Recording and reporting of incidents;
- Investigation of incidents;
- Notifiable incidents; and
- Corrective actions.

Any site-specific health and safety rules;

Arrangements for informing all workers of these rules;

Arrangements for Safe Work Method Statements (SWMSs):

- Collection;
- Assessment;
- Monitoring; and
- Review of SWMSs at the workplace.

The generic site WHS Management Plan will be reviewed by DHA and will need to be accepted prior to awarding of the contract.

4. **Safe Work Method Statements (SWMSs)**

The Contractor is required to prepare and submit SWMSs prior to undertaking any high risk construction work. When developing SWMSs Contractors must consider the following:

- The circumstance at the workplace that may affect the way in which the high risk work is carried out; and
- Site WHS Plan prepared by the Principal Contractor if appointed to the project or prepared by the person with management or control of the workplace;
- Persons conducting the work e.g. subcontractors or workers who are required to be consulted with during the creation of the SWMS.

The SWMS must:

- identify work that is high risk construction work;
- specify hazards relating to the high risk construction work, and risks to health and safety associated with those hazards;
- describe the measures to be implemented to control the risks; and
- describe how the risk control measures are to be implemented, monitored and reviewed.

The SWMSs will be reviewed by the Principal Contractor, or PWMC and/or DHA, and if suitable, accepted prior to the commencement of works. If any of the SWMSs are not considered suitable, then these will be returned and amended accordingly, in consultation with the person(s) responsible for carrying out the high risk work.

5. WHS Performance Reporting

On a monthly basis (or as deemed necessary by DHA), the Principal Contractor or PWMC will be required to submit to DHA a WHS Performance Report as evidence of the ongoing performance of the Contractor's WHS Management System. As a minimum the WHS Performance Report shall address the following:

- Number of incidents;
- Incident types;
- Nature of incident;
- Number of hazards;
- Hazard types;
- Compliance issues.

DHA may request from the Contractor at any stage copies of SWMSs, risk assessments, completed WHS inspections and audit reports.

6. Incident Notification

Throughout the term of the contract the Contractor has a responsibility to inform the DHA Project Manager of any incidents that occur.

Reportable Incidents (to DHA)

Where a contractor has a notifiable incident under WHS legislation or where a worker has attended a hospital or doctor, the Contractor will ensure that the incident is reported to DHA as soon as practicable by calling 139 DHA (342) or emailing the Project Manager. This will allow DHA to:

1. Log the incident in the DHA WHS Incident Management System; and
2. Refer the incident to the DHA National WHS Manager, who will (where applicable):

- a. advise on the requirements for site preservation, until the Comcare Inspector releases the site;
- b. notify Comcare; and
- c. guide a DHA investigation into the incident.

The contractor will be required to conduct an investigation of these incidents and submit a report to DHA (beyond their statutory obligations to the regulator) documenting the following information:

- what occurred;
- details about any injuries and how they were medically treated;
- the root cause and contributing factors to the incident;
- control measures to be implemented to prevent a reoccurrence; and
- a progress update on the control measures implemented.

7. Other Incidents

Where a contractor has incidents (other than those noted above), the contractor will ensure that these are reported as part of their monthly reporting process to DHA. A format for these reports will be provided by DHA.

Attachment 4 OHS Accreditation

For all Tenders that meet or exceed \$3,000,000.00, the following provisions apply:

Australian Government Building and Construction OHS Accreditation Scheme

If tenderers wish to submit for projects that meet or exceed \$3,000,000.00, it is a requirement that the persons contracted to undertake the building work be accredited under the Australian Government Building and Construction OHS Accreditation Scheme, established by the Fair Work (Building Industry) Act 2012, at the time of entering into the contract for the building work and while the building work is being carried out.

Information regarding the Act can be found at <http://fsc.gov.au>.

Scheme overview

The Scheme operates such that only those construction companies that are accredited under the Scheme are able to contract for Australian Government construction projects.

Builders must comply with all conditions of Scheme accreditation.

Accredited builders will need to provide more detailed information on how they will handle the project and fulfil OHS obligations. The contractor will need to provide the Office of Federal Safety Commissioner (OFSC) and DHA with an outline of their OHS project management plan that provides a very clear indication as to how safety will be addressed. Contractors will also need to ensure that mechanisms are established to monitor OHS performance of direct employees and subcontractors and provide the OFSC and DHA with required OHS performance data both during and at the end of the project.

Attachment 5 Electronic Returnables

5.0 Regions of Interest

Please refer to tab *Att 5.0 Reg of Attachment 5 – Electronic Returnables.xls*

5.1 Application Form & Declaration

Please refer to tab *Att 5.1 App of Attachment 5 - Electronic Returnables. xls*

5.2 Response Statements

Please refer to tab *Att 5.2 RS of Attachment 5- Electronic Returnables.xls*

5.3 National Code of Practice

Please refer to tab *Att 5.3 DoC of Attachment 5- Electronic Returnables.xls*

5.4 Work Health & Safety (WHS) Act 2011

Please refer to tab *Att 5.4 WHS of Attachment 5 – Electronic Returnables.xls*

5.5 Australian Government Building & Construction OHS Accreditation Scheme

Please refer to tab *Att 5.5 OHS of Attachment 5 – Electronic Returnables.xls*

Attachment 6 Example of Minor Works Contract

Please refer to Attachment 6 for an example copy of this Contract. (*Refer to the specific contract for each project*)



General Specification Upgrade and Minor New Work

November 2011

Table of Contents

Background	4
Preliminaries	4
Site Conditions	4
Site Access	4
Hours of Work.....	5
Standards for Contractors	5
Special Conditions.....	5
Trade Section	5
Fencing and Gates	5
Letterbox	6
Covered Outdoor Area (COA).....	6
Security Screens, Insect Screens, Window Locks.....	6
Storage	6
Water Storage Tank & Pump.....	6
Insulation	7
Ceilings	7
Walls.....	7
Floor Coverings.....	7
North of Tropic of Capricorn	7
South of Tropic of Capricorn	7
Carpets	7
Ceramic Tiles	7
Waterproofing	8
Window Glazing	8
Window Coverings.....	8
Kitchen.....	8
Bathroom	8
Ensuite	9
Laundry	9
Toilet.....	9
Tapware	9
Broom Cupboard.....	9
Coat Cupboard	9
Hot Water Systems.....	10
Wardrobes.....	10
Doors	10
Door Hardware & Security	10
Garage Doors	11
Electrical Schedule	11
Power	11
Internal Lighting.....	11
External Lighting.....	11
Ventilation.....	12
Television System	12
Telephone System	12
Smoke Detectors	12
Painting	12

Internal	12
External	12
Landscaping - Soft.....	13
Topsoil	13
Turf	13
Garden Beds	13
Plants.....	13
Edge Strips	14
Mulch	14
Establishment Period	14
Landscaping - Hard	14
Footpaths.....	14
Driveways	15
Retaining Walls	15
Clothesline	15
Cleaning.....	15
Full Internal Clean.....	15
Full External Clean.....	16
Practical Completion and Handover	17
Regional Requirements	17
General Requirements - Cooling.....	17
General Requirements - Heating.....	17
South Australia.....	18
Victoria & Tasmania	18
ACT	19
NSW	19
South East Queensland.....	20
North Queensland.....	20
Western Australia.....	20
Northern Territory	21

This General Specification for Upgrade and Minor New Works is to be read in conjunction with the Scope of Works. Where conflict exists between the two documents, then the Scope of Works is to prevail.

Items documented in this specification are only required if requested in the accompanying Scope of Works

Background

Defence Housing Australia (DHA) undertakes upgrade and minor new work to managed stock throughout all regions of Australia.

Internal work will generally consist of cosmetic changes to kitchens, bathrooms, floor coverings, heating and cooling, painting, electrical, finishes etc.

External works may consist of such items as façade repairs, plumbing and electrical upgrades, external painting, hard and soft landscaping.

Also included may be new works such as additional rooms, provision of en-suites, conversion of carports to secure garages, increased room sizes, changes to configurations, improvements in sustainability attributes etc.

Preliminaries

Site Conditions

Where possible, houses will be vacant prior to works commencing. When houses are vacant, power will be disconnected from the site and it will be the contractor's responsibility to connect power and pay all associated fees and charges, then disconnect supply at the completion of the work. When houses are occupied, the contractor will need to provide their own power via generators. No tenant power is to be used. Water will normally be connected to site, however the contractor will need to pay any fees and charges if this service is not available.

Site Access

Vacant properties will be accessed via a lock box either fitted to the front security door or at another designated location. Access arrangements will be provided prior to the commencement of the project.

If the property is tenanted, the contractor will be provided with the tenant's contact numbers. It is the contractor's responsibility to make access arrangements with any tenants. A minimum of 24 hours notice of arrival is to be provided to the tenant and access times are to be arranged by mutual agreement.

Work on base will require the contractor to comply with base access requirements. Costs associated with access arrangements are to be met by the contractor.

Hours of Work

Hours of work will be from 7.30am to 5.30pm Monday to Friday. Permission must be sought from the DHA project manager to work outside these times.

Standards for Contractors

Contractors must comply with all applicable national, state or local requirements. All upgrade and minor new work activities must comply with the requirements of:

- Building Code of Australia (BCA) and the Deemed to Satisfy provisions;
- Australian Standards (AS and ASNZ) relevant to the work;
- State or Territory, Local Authority and Statutory Requirements;
- House Building Certification Fund, owners and Contractors contributions;
- National Code of Practice for the Construction Industry;
- Building and Construction Industry Improvement Act 2005;
- Utility companies – power, water, gas, telecommunications; and
- Specific estate design guidelines, encumbrances and covenants.
- All work to be conducted as per best trade practice and manufacturer's recommendations.

Special Conditions

The Contractor must ensure:

- Loud music is not played on site;
- No pets are to be brought on site;
- Rubbish is controlled, removed and disposed of by the contractor in a responsible manner and;
- The site is secure.

Trade Section

Fencing and Gates

Fenced yards must meet the following requirements, unless other requirements are nominated in estate covenants or local Authority requirements:

- minimum one pedestrian (single) gate and one double gate;
- all gates constructed to swing open to a minimum of 90 degrees;
- gates must not obstruct services;
- no side boundary fence forward of the wing fences, or the front building line;
- wing fences and gates located behind meter boxes;
- completed height 1.8m maximum (1.5m minimum) when measured from the adjacent finished ground levels; and
- base of the fence clear of ground surfaces, including mulch materials, for its entire extent, with a bottom gap no greater than 50mm.

Fences and gates must be designed with materials as per local conditions and practices. If timber is used, it must be durable and treated. Metal components must be galvanised or zinc and or powder coated e.g. steel posts, bracket fittings and nails. Posts and stays must have concrete footings designed to suit site specific conditions and functional requirements.

Fences and gates must be designed and constructed to last at least 15 years.

Letterbox

The letterbox must be directly accessible on pavements from the front door and or driveway. Australia Post approved type and position of letter box (located on the street address side of the house and just inside property boundary), sturdy construction and have large metal number(s) fixed to street face. As a minimum, must have provision for a padlock.

Covered Outdoor Area (COA)

Design and materials integrated with house and including storm water drainage and impermeable pavement to whole area. Minimum size of COA is 15m². Where COA is not under the house roofline, provide an impermeable roof with sufficient clear panels to allow adequate light transmission. Finished surface pavement is impermeable with 1:100 slope away from the house (minimum standard is in-situ concrete with light broom finish).

Security Screens, Insect Screens, Window Locks

All doors leading from the house to the outside must have combined security/insect screens. Security doors to be powder coated aluminium framed, fitted with interior expanded aluminium combined security and insect screens.

All opening windows to have either:

- Security/insect screen with powder coated aluminium frames with interior expanded aluminium mesh, or
- Window locks (all keyed alike). Where evaporative cooling is installed, windows should be lockable in an open position

Refer to regional requirements as to which option applies

Storage

An area of 9m² for storage must be provided. This can be in the form of a second car space in a lock up double garage, in a colourbond steel shed located in the rear yard or in storage areas under the house roof line, but cannot include one of the required storage areas for the house e.g. linen press, broom cupboard etc.

If a colour bond shed is provided, the shed must be fixed down to a rebated concrete slab or footings to local requirements and have an access door with provision for a lock.

Water Storage Tank & Pump

Supply and install a plastic water tank to area designated and provide:

- Concrete slab under the water tank (slab engineered to suit)
- Tap outlet and a leaf trap just below the spouting;
- Australian made pump as approved by DHA Project Manager with external GPO and purpose made cover for pump. Pump to be suitable for the size of the rain water tank. Pump is to be fully operational and tank filled with water before handover to DHA; and
- Signage to the side of the water tank at a height of 1.5m reading "Water not fit for human consumption". Letters to be approximately 40mm high.

Insulation

Insulating sheet materials and or batts as required to meet statutory energy requirements.

Ceilings

Plasterboard on timber/metal battens installed in accordance with plaster board manufacturer's specification.

Walls

Brick veneer construction - plasterboard on timber/metal battens installed in accordance with plaster board manufacturer's specification. Water resistant wall sheeting to be used in all wet areas.

Double brick construction – rendered, floated and set masonry. Internal garage walls - to be face brickwork when using double brick construction.

Floor Coverings

North of Tropic of Capricorn

Ceramic floor tiles to all areas including all cupboards. No carpet permitted.

South of Tropic of Capricorn

Ceramic floor tiles to all areas except bedrooms and separated dining room, lounge room and study. Bedrooms, separated dining room, lounge room and study to have carpet.

Carpets

Carpets must be minimum four star rating (Residential Extra Heavy Duty) as set out under the Australian Carpet Classification System (ACCS). Quality new underlay to be used.

Carpet and underlay must have a minimum 5 year warranty.

Ceramic Tiles

Ceramic tiles to be non porous, non slip with coloured sealant as necessary to joints with kickboards and skirtings plus metal join strips to adjoining surfaces if levels are not flush. Grouting to floor tiles to be mid range colours so as to minimise colour changes due to soiling.

Required minimum height of tiles:

- Bathroom, laundry, toilet & ensuite, skirting 150mm;
- Bath, 600 mm above the top of the bath;
- Kitchen, 600mm above bench top or, where overhead cupboards exist, tile between bench top and cupboard;
- Shower recess, minimum 2000mm height above shower base; and
- Laundry, 450mm above the tub.

Laundry and bathroom, graded to floor waste with grate to meet BCA requirements.

Waterproofing

Waterproofing required in all wet areas, in accordance with BCA. An accredited waterproofing contractor must be used. There must be a minimum 7 year warranty on products and workmanship.

Window Glazing

Obscure glazing to all laundry, front door side panels, en-suite and bathroom windows.

Window Coverings

Where obscure glazing is used then window coverings are not required except in the en-suite and bathroom.

In wet areas provide slim line (mini) venetians, fixed at base.

All other areas must have vertical blinds, polyester, rated at 100% block out, child safe chords and chainless bottom, with weights sewn into each blade.

Kitchen

Kitchen to contain:

- Cupboards to DHA approved design and including;
 - Where practical, overhead cupboards including bulkheads;
 - Minimum 32mm thick bench tops;
 - Stainless steel sink 1080 nominal length, one and half bowls, single side drainer, plug, flick mixer tap;
 - 4 draw unit with cutlery insert;
 - Separate pantry;
 - Dishwasher space, including connections and connection access;
 - Microwave space; and
 - Refrigerator space, minimum 1000mm wide by 2000mm high.
- Range hood with exhaust fan and light that is directly vented externally;
- Electric oven, 600mm width with minimum 55 litre capacity, Must, as a minimum, have timer and fan forced cooking mode; and
- Cooktop, 4 positions, mandatory gas where gas is reticulated.

All appliances must have a minimum 2 year warranty, access to spare parts and warranty service is crucial.

Bathroom

Bathrooms to contain:

- Bath, minimum 1500mm long;
- Shower, separate from bath. Minimum 2000mm high, frame to be chrome or powder coated metal finish aluminium with clear laminated glass and single pivoting door, door is to have seal on bottom edge to prevent water splashing onto adjacent floor. Sliders allowed where conflicting with entry doors;
- Vanity unit, minimum 900mm long with storage cupboards under, constructed of high moisture resistant materials, vitreous china basin;
- Double towel rail, minimum 900mm long chrome or powder coated metal;
- Extraction fan;
- Soap holders for bath and shower; and

- Mirror to be placed above vanity, sized to be full width of vanity and height aligned with top of shower screen.

Toilets are not to be contained in the bathroom.

Ensuite

Ensuite to contain:

- As for Bathroom, except no bath required;
- Toilet pan and cistern, dual flush; and
- Toilet roll holder, chrome or powder coated metal.

Toilets to have minimum two year warranty.

Laundry

Laundry to contain:

- Wash tub in a cabinet, 70L capacity, washing machine by-pass drain and plug;
- Space for washing machine, including dedicated washing machine taps;
- Broom cupboard, minimum 600mm wide with top shelf over; and
- Clothes dryer hanging board, located over top of washing machine space.
Board to be minimum 800 x800 x20mm, securely fixed to studs and painted to match wall colour.

Toilet

Toilet to contain:

- Toilet pan and cistern, dual flush; and
- Toilet roll holder, chrome or powder coated metal.

Toilets to have minimum two year warranty.

Tapware

Kitchen – single flick mixer tap.

Dishwasher – cold water tap.

Laundry – swivel spout, separate hot and cold water taps outlets to wash tub and separate connections for washing machine.

External taps: minimum one to front yard and one to back yard.

Contractor to nominate other tapware not detailed. All tapware must be minimum 4 star WELS rating, have a chrome finish and a minimum 2 year warranty.

Broom Cupboard

A built in cupboard for brooms, mops, vacuum cleaners etc shall be provided approximately 450 mm x 450 mm x 1.8 metres high (if not already there). This cupboard should generally be located in the laundry and be built in. The cupboard space should have one shelf at a height suitable for poisonous substances, cleaning materials and equipment and of adequate height for brooms, ironing board etc.

Coat Cupboard

A built in cupboard with a hanging rod for coats shall be provided. Minimum width 700mm, minimum depth 600mm. This cupboard should generally be located in the

entrance passage, under a stairwell or other locations convenient to entry and exit from the property.

Hot Water Systems

Gas hot water systems are preferred where reticulated gas is available however one of the following systems sized for house is acceptable where permitted by local authorities;

- Storage gas system – minimum 180 litres;
- Gas/solar hybrid systems minimum storage is 180 litres;
- Solar system with an electric booster, minimum storage is 300 litre; and
- Solar heat pumps, minimum storage is 250 litres.

Wardrobes

Where requested in individual house specifications:

- Wardrobe should extend from floor to ceiling height where practical;
- Provide a set of four fixed melamine finished drawers or shelf units to each wardrobe. Two sets are to be provided to main bedroom;
- Robes are to have a clear internal depth of 600mm where practical;
- Doors to be purpose made vinyl clad gyprock sliders with adjustable rollers;
- Provide a minimum of 3000mm hanging space in main bedroom and 1500mm hanging space in others where practical; and
- At least one door in bedroom one is to be mirrored.

Doors

Door Location	Door Type
Internal	Hollow core
Internal cavity slider	Hollow core, jump proof roller track
Front door	Solid core, decorative
External	Solid core with weather seal to bottom of door – water proof
Internal garage to house	Solid core with weather seal to bottom of door
Garage – external access	Hollow core with weather seal to bottom of door – waterproof
External sliding	Powder coated aluminium

Door Hardware & Security

Location	Hardware	Security
External doors	Double cylinder deadlocks Entrance set	Security door & insect screen combination with pneumatic closer
External sliding doors	Double cylinder deadlocks and latch	Sliding security door & insect screen combination
Internal doors: Bedroom 1 Bathroom Toilet Ensuite Other rooms	Privacy set Privacy set Privacy set Passage set Passage set	n/a

	All doors to include door stopper or hold open device	
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Note:

1. all locks to be keyed alike;
2. no ceramic or sharp or pointy handles to be used that may cause injury;
3. all hardware must have a minimum 5 year warranty;
4. Provide door closers to all hinged security doors.
5. Provide door stops to all hinged doors.

Garage Doors

Roller or panel lift doors must be powder coated sheet metal colour coordinated. If double roller door or panel lift doors are used, automate and provide three handsets (one being fixed on internal garage wall). Minimum requirement is single roller door (not automated).

Electrical Schedule

Power

General purpose outlets (GPO) to be installed as listed below:

- Kitchen - 2 plus 1 in either the kitchen island bench or kitchen return, Dining – 1, lounge – 2, hall – 1, study – 1, meals – 1, rumpus, - 2, family – 2
- Bedroom 1 – 2 and all other bedrooms – 2
- Bathroom – 1, en-suite – 1, laundry – 1 power room – 1
- Dishwasher, microwave and refrigerator cavities – 1 each
- Cover outdoor area “water proof” – 1 and garage or carport – 1

For any rooms not listed, install a minimum of one GPO per room.

All GPOs to be double, except appliance hardwired or requiring a dedicated GPO, including refrigerator, dishwasher, microwave, air conditioning, HWS, garage door motors, water tanks, reticulation units and heating units.

Internal Lighting

All fixtures, fittings, levels of illumination and colour rendering to be fit for purpose for the size and function of the rooms. Lights must be provided with batten holders and shades (including energy efficient globes). Use only down lights (2 off) where ceiling fans to be installed (to avoid strobe affect). Kitchen to have circular fluorescent light.

In wet areas such as bathroom, en-suite and laundry to have fluorescent lights.

All light fixtures and fittings to be approved by DHA project manager before installation.

External Lighting

Lights suitable for external use (e.g. bunker style), with all components and switches, eaves or soffit mounted to provide adequate light levels to following minimum areas:

1 x front door, 1 x laundry door, 1 x clothes line area (e.g. flood light) Cover outdoor area to have fluorescent lights (minimum 1200mm single).

All fixtures and fittings to be approved by DHA project manager before installation.

Ventilation

Install one exhaust fan for both bathroom and en-suite. All exhaust fans separately switched from lights unless required by BCA.

Refer regional requirements for when ceiling fans are required.

All ceiling fans to have variable speed control. Where COA requires a circulation fan, then ceiling and mounting height is to be minimum 2700mm from floor level.

Television System

Minimum 2 outlets to be provided adjacent to GPOs in lounge and family, located to suit indicative furniture layout.

Television aerial (antennae) to be installed externally and located to achieve maximum quality reception for all free to air television stations to suit both analogue and digital reception (gutter mounted aerials not permitted).

Telephone System

Minimum 2 telephone outlets to be provided, adjacent to GPOs, in kitchen (1) and bedroom1 (1).

Smoke Detectors

Installed to meet Australian Standards.

Painting

Internal

The pallet of interior colours, materials and finishes should be contemporary and timeless in style with an emphasis on neutral tones to accommodate the furnishings of tenants. Coloured paints must be prepared by the manufacturer from a recognised colour pallet, and as per the colour schedule approved for the contract.

Paint system is 2 coats. Coats to be applied as per manufacturer's directions to achieve recommended dry film thickness. If paints are applied by spraying, the top coat must be rolled.

Ceiling – white, flat

Walls – wash and wear low sheen

Trims and architraves – gloss or semi gloss

Door – gloss or semi gloss to all vertical surfaces; top and base to be primer plus minimum two coats.

Wet areas (including their ceilings) – wash and wear semi gloss.

External

External high quality systems fit for purpose, with primer/undercoat plus 2 coats.

Wall – matt or low sheen

Doors and trim - gloss

Preparation

All surfaces to be painted (internally and externally) are to be sanded and prepared for painting. Allow for additional preparation such as filling, patching, sanding and priming of any gaps or surface imperfections to make all surfaces and junctions (door and window frames or other material) flat, seamless, gap-free, clean and otherwise blemish free. Work to be conducted as per best trade practice and manufacturer's recommendations.

Warranty

Contractors are required to warranty workmanship for two years against peeling, cracking, and blistering and insufficient paint coverage.

Landscaping - Soft

Topsoil

Certification of imported topsoils is required for supply source and composition. Fertilisers – type and quantity of soil additives are to suit site specific conditions and plants proposed, nominate specific products such as fertilisers, composts plus additives such as water absorbing crystals, soil wetters and minerals laid to a depth of 75mm.

Turf

Nominate species and cultivar and provide certification for supply source.

All lawn grass species must be suited to the climatic area. Summer active grass must be planted in summer; winter active must be planted in winter. Turf must be weed free. Area within property boundaries must be fully established on completion of the 4 week establishment period.

Garden Beds

Cultivate to a depth of 300mm below finished levels, add organic topsoil as necessary to bring the sub-grade surface to 75mm below the required finished levels. Excavate for each plant, fertilise and place it in its final position, and spread mulch evenly to a depth of 75mm.

Plants

Plants must be drought resistant, native to the area and suitable for the soil type, low maintenance, good form consistent with species or variety, free from disease and insect pests, with healthy roots and shoots and no evidence of having been restricted and damaged.

A minimum of 50% of all plants are to be native and plant species if nominated on lists provided in estate or council guidelines must be used. Plants that are highly toxic are not to be used.

Plants that have a short life, less than 10 years, must be avoided or minimised. Climbing plants must not be plated against walls and fences. Plant beds must not be placed against house walls.

The plant species selection and the density of planting are to provide fully covered plant beds (at five years growth).

Edge Strips

All edge strips must be constructed to finish flush with surrounding surfaces and where adjacent to grass, must serve as a mowing edge and inhibitor of grass crossing onto adjacent areas.

Timber edge strips to be 50mm width by 75mm depth.

Masonry (in-situ concrete or unit pavers on a mortar bed) edge strips to be a minimum 75mm width by 100mm depth.

Mulch

All areas, except for lawns and pavements, must be mulched beds. Mulch must be placed as the finished surface treatment to all garden beds. Organic mulch products must be a weed free product. Inorganic mulches, such as washed gravel or pebbles may be used.

Mulched areas to be minimum 75mm thickness for wood base system, minimum 50mm for gravel or pebble based system. Supply should be weed free, and provide certification as to type, supply source, composition.

Weed mat or other geotextile fabric must not be used under mulch materials in any planted area. However, where washed gravel or pebbles are used as a permeable pavement, weed mat or other geotextile fabric must be used.

Establishment Period

Following achievement of practical completion, an establishment period (period) will commence for plants and lawn. The contractor must undertake all work during this period to ensure plant and lawn's healthy and continued growth.

This work may include, but not limited to, replacement of dead/dying plants or lawn, topdressing, weeding, staking, pruning/tying, mowing, fertilising and watering, all activities as relevant to the season. The contractor must supply and apply at their cost adequate water to plants and lawns during the period. All local water restrictions apply.

The period continues for duration of four (4) weeks. If more than 20% of either the plants or the lawn is replaced within the first two (2) weeks of the period, the period will extend. The period will extend until:

- 80% of either the plants or the lawn areas have been in place for four (4) weeks; and
- Any replaced items have been in place for two (2) weeks.

No additional payment is due for any cost incurred by the contractor for the extension of the period.

Landscaping - Hard

Footpaths

Impermeable pavement surface with subsurface preparation and base course as required for:

- Minimum 800mm wide pedestrian access linking front entry to driveway and letterbox; and
- Access from the laundry to the cloth line (a path to the clothes line as a continuous pavement with no steps).

The path to a rotary hoist clothes line must be a minimum 800mm width and extend past the post. Wall attached clothes lines and extended clothes lines must have pavement underneath the line and the pavement must extend 600 mm past the side furthest from the wall and the side adjacent to the path.

Driveways

Driveways must be impermeable pavements constructed from unit pavers or reinforced, uncoloured concrete, unless otherwise required in specific estate covenants or local Authority regulations.

The driveway must stop at the property boundary so that any installed public footpath is continuous and not cut by the driveway. Vehicle access over the verge to the kerb crossing, if installed as part of the scope of work, is to match the driveway and any local Authority requirements.

Retaining Walls

Retaining walls to be designed in accordance with the relevant codes and certified by an engineer where required by local Authority to do so. Retaining wall materials must be robust masonry.

Retaining walls 1 meter and over in height must be certified by structural engineers and are to have integrated child safety barriers or handrails. The use of natural stone (rocks) to form retaining walls is permitted. The materials must be finished in a colour to match the walls of the house or in an earth or vegetation colour.

The materials and construction must be designed to last at least 20 years.

Clothesline

The clothes line should not be visible from the street and must be near as practicable to the laundry door. The clothes line should receive sunlight for most of the day in temperate climates, and be shielded from the sun in tropical climates.

Clothesline must have minimum 33 lineal metres of unobstructed hanging length, Contractor to nominate type of line (rotary hoist preferred where space allows). Clothes line to have minimum 1 meter clearance to any obstruction.

Cleaning

DHA requires cleaning to be performed to a high standard. Houses and their surroundings are to be cleaned to a standard sufficient to allow the tenant to move into the house without any further cleaning required. The required extent of cleaning will be specified in the Scope of Works, however when a full internal or external clean is specified, the following works are required as a minimum to meet the required standard.

Full Internal Clean

- All cobwebs and dust must be removed;
- All non-carpet floors must be mopped/thoroughly cleaned to remove grime, marks and stains;
- Carpeted areas must be vacuumed;
- All walls, ceilings, doors, kitchen bench tops and internal and external surfaces of cupboards, robes and vanities must be washed/thoroughly cleaned to remove grime, marks and stains;
- All tiled areas must be cleaned and polished to a dry surface with no streaks;
- All architraves, skirtings, window, door frames and furnishings must be thoroughly cleaned to remove grime, marks and stains;
- External and internal surfaces of all window frames and glass and door frames and glass must be cleaned, including tracks;
- Shower glass must be cleaned and polished to a dry surface with all streaks and calcium deposits removed and wiped dry;
- Mirrors and all glazing frames must be cleaned and polished to a dry surface with all streaks removed;
- All window coverings must be dusted, cleaned and washed where fabric permits;
- All mildew is to be treated;
- All fixtures, filters to air-conditioners, open fire places, pot belly stoves and external surfaces of flues must be thoroughly cleaned to remove grime, grease, marks and stains. All burnt on grease or carbon deposits in ovens to be removed;
- Internal and external surfaces of light fittings, surfaces of light and fan switches and power points must be wiped down. Insects must be removed from light fittings;
- Unattached buildings (e.g. garages, carports, sheds) must be cleaned internally as per above;
- Check that drain plugs are present for each fixture and provide a suitable plug where missing. This applies to all sinks, basins, baths and troughs or tubs. One plug is required per fixture; and
- All builder's rubbish must be removed.

Full External Clean

- All external surfaces including, but not limited to, walls, eaves/soffits, doors, porches, patios, garage or carport floors, concrete floors and driveways, paving, pool surrounds, glazing frames and sills must be cleaned to remove cob webs, heavy grime, dirt and dust, grease and oil and marks and stains;
- Rubbish must be collected and removed, including from sheds, garages, carports, under floor areas and from waste and recycling bins;
- Garden prunings must also be removed;
- Side gates and fences internal to the property (exclude fencing aligned with boundary) must be cleaned;
- All window and door frames must be thoroughly cleaned to remove heavy grime, grease and marks;
- External surfaces of gutters and downpipes must be cleaned to remove dirt and mould build-up. Clean gutters, valleys and downpipes of all leaves and debris. Clean and remove debris from all stormwater pits;
- All fly screens must be removed, cleaned and re-install to same opening. All security screens must be cleaned;

- Clean and disinfect waste and recycling bins and ensure that no rubbish is left in them. Bins must be placed within the carport or garage; and
- All mildew is to be treated.

Practical Completion and Handover

At the Practical Completion inspections, the Contractor must have:

- All prescribed works complete including any agreed variation works;
- The house and site cleaned (inside and out) to the standards set by DHA;
- Any verge restoration (if required) completed; and
- All services including electricity, gas, water and sewer connected, approved and tested ready for occupation where these services form part of the works.

As part of the requirements for Practical Completion, the contractor must provide to DHA the following documents and items:

- A folder with appliance (or fittings) manuals and warranties (where new items supplied as part of the works). All such guarantees/warranties must be filled in and nominating Defence Housing Australia (DHA) as the beneficiary and must be dated as per day of installation.
- Two complete sets of keys each on three separate key rings that have labels for purpose plus the address:
 - Key ring 1 all external doors including security screens;
 - Key ring 2 all windows; and
 - Key ring 3 garage, letterbox (and any others); and
- Certificates and plans (as appropriate)
- Electrical certificate (if applicable)
- Plumbing certificate (if applicable)
- Glazing certificate (if applicable)
- Waterproofing certificate (if applicable)
-

Regional Requirements

General Requirements - Cooling

Systems serving bedrooms must have a minimum five star rating for cooling. Reverse systems dedicated to shared rooms must be a minimum of five stars for cooling except where such units are not commercially available, and then a minimum energy rating of four stars for cooling applies (there is no relaxation of the requirement on the overall house energy rating as a result). All units must comply with noise level restrictions applicable in the jurisdiction.

Warranty to be minimum of five years on parts and 12 months on installation.

Refer to regional requirements below for applicable cooling systems.

General Requirements - Heating

Where heating is specified and individual rooms are not nominated, all Bedrooms, Living Areas, Wet Areas (except the Laundry) are to be heated.

The location of units and the enclosure must be marked on the house plans to be submitted to council. If mechanical units are located within the roof space, the Contractor must provide a suitable platform/walkway and a light for ease of maintenance, and ensure adequate structural strength to support the unit. All units must comply with noise level restrictions applicable in the jurisdiction.

All systems must be a minimum 5 star energy rating. All products and systems must be selected to be robust, with minimum 5 year warranties, and have maintenance service (call out) available in that location.

Refer to regional requirements below for applicable heating systems.

South Australia

ITEM	REQUIREMENT
Adelaide	
Heating	RC gas ducted heating (minimum two zones). Ducted heating and ducted evaporative cooling may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be other than infrared lamps embedded within ceiling fans.
Cooling	Minimum ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative.
Security	Locks to all opening windows.
Adelaide Hills	
Heating and Cooling	Reverse cycle split system Bedroom 1 and living rooms plus ceiling fans to bedrooms and other living rooms. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Security	Locks to all opening windows.

Victoria & Tasmania

ITEM	REQUIREMENT
Melbourne, Sale, Frankston, Queenscliff	
Heating	Ducted heating. RC split system air conditioning may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Cooling	Ceiling fans to bedrooms and living rooms. Ducted evaporative cooling may be substituted in place of ceiling fans to all bedrooms and living areas.
Security	Locks to all opening windows.
Puckapunyal	
Heating	Ducted heating. RC split system air conditioning may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Cooling	Ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative
Security	Locks to all opening windows.
Tasmania	

Heating and Cooling	Minimum reverse cycle split system to living rooms plus panel heating to bedrooms.
Security	Locks to all opening windows.

ACT

ITEM	REQUIREMENT
Canberra & Queanbeyan	
Heating	Ducted heating. RC split system air conditioning may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Cooling	Minimum ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative.
Security	Security screens to all opening windows.

NSW

ITEM	REQUIREMENT
Armidale & Tamworth	
Heating	Ducted heating. RC split system air conditioning may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Cooling	Minimum ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative.
Security	Security screens to all opening windows.
Hunter & Northern NSW	
Heating Cooling	Reverse cycle split system Bedroom 1 and living room plus ceiling fans to bedrooms and other living rooms.
Security	Security screens to all opening windows.
Nowra	
Heating	1x relocatable 25mj gas heater with bayonet connections to living rooms (incl. associated GPO).
Cooling	Ceiling fans to bedrooms and living rooms.
Security	Locks to all opening windows.
Riverina	
Heating	Ducted heating. RC split system air conditioning may be provided as an equivalent alternative. For Bathrooms and en-suites, heating to be supplemented via infrared lamps embedded within ceiling fans.
Cooling	Minimum ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative.
Security	Locks to all opening windows.
Sydney & Blue Mountains	
Heating Cooling	Reverse cycle split system Bedroom 1 and living rooms plus ceiling fans to bedrooms and living rooms.

Security	Security screens to all opening windows.
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South East Queensland

ITEM	REQUIREMENT
Brisbane & Ipswich	
Heating	Reverse cycle split system Bedroom 1 and living rooms plus
Cooling	ceiling fans to bedrooms and living rooms.
Security	Security screens to all opening windows.
Toowoomba	
Heating	Reverse cycle split system Bedroom 1 and living rooms plus
Cooling	ceiling fans to bedrooms and living rooms.
Security	Locks to all opening windows. Where security screens not used.

North Queensland

ITEM	REQUIREMENT
Townsville, Rockhampton & Cairns	
Ceilings	Internal ceiling height must be a minimum 2700mm.
Drainage	All down pipes to be directly connected to the stormwater system.
Cooling	Refrigerated air conditioning (central or split system) plus ceiling fans to bedrooms and living rooms.
Security	Security screens to all opening windows.
Windows	Can be Louvre style with built in insect screen and security bars to meet WERS 2 stars cooling rating.
COA	COA to be placed under roofline. Circulation fan required.
Eaves (Soffit)	Eaves width minimum 900mm, plus to meet DHA shade expectations plus local Authority and estate requirements, with materials, finishes and colour to coordinate with walls.

Western Australia

ITEM	REQUIREMENT
Perth & Geraldton	
Heating	1x relocatable 25mj gas heater with bayonet connections to living rooms (incl. associated GPO).
Cooling	Minimum ducted evaporative cooling. RC split system air conditioning may be provided as an equivalent alternative.
Security	Supply and fix security screens to all opening windows.
Karratha & NW Region	
Ceilings	Internal ceiling height must be a minimum 2700mm.
Cooling	Refrigerated air conditioning (central or split system) plus ceiling

	fans to all bedrooms and living rooms.
Security	Security screens to all opening windows.
COA	COA to be placed under roofline. Circulation fan required.
Eaves (Soffit)	Eaves width minimum 900mm, plus to meet DHA shade expectations plus local Authority and estate requirements, with materials, finishes and colour to coordinate with walls.

Northern Territory

ITEM	REQUIREMENT
Darwin	
Ceilings	Internal ceiling height must be a minimum 2700mm.
Drainage	Roof guttering over entry ways, with associated SW management. Any down pipes to be fitted with 2 x 45 degree elbows at the bottom to ensure SW is discharged with minimum 75mm clearance between elbow and surface of gully pits
Cooling	Refrigerated air conditioning (central or split system) plus ceiling fans to bedrooms and living rooms.
COA	COA to be placed under roofline. Circulation fan required.
Security	Security screens to all opening windows.
Windows	Can be Louvre style with built in insect screen and security bars to meet WERS 2 stars cooling rating.
Eaves (Soffit)	Eaves width minimum 900mm, plus to meet DHA shade expectations plus local Authority and estate requirements, with materials, finishes and colour to coordinate with walls.
Carport and Storage OR Garage	Either carport with secured storage shed or a garage- provided that the garage sufficient ventilation to ensure temperature inside is not greater than ambient external temperature; with natural light including secure storage area.
Katherine	
Ceilings	Internal ceiling height must be a minimum 2700mm.
Drainage	Roof guttering over entry ways, with associated downpipes. All down pipes to be fitted with 2 x 45 degree elbows at the bottom to ensure SW is discharged with minimum 75mm clearance between elbow and surface of gravel filled soakage pits.
Cooling	Refrigerated air conditioning (central or split system) plus ceiling fans to all bedrooms and living rooms.
COA	COA to be placed under roofline. Circulation fan required.
Security	Security screens to all opening windows.
Windows	Can be Louvre style with built in insect screen and security bars to meet WERS 2 stars cooling rating.
Eaves (Soffit)	Eaves width minimum 900mm, plus to meet DHA shade expectations plus local Authority and estate requirements, with materials, finishes and colour to coordinate with walls.
Tindal requirements as for Katherine except	
Security	Insect screens to all opening windows.
Alice Springs	
Cooling	RC split system air conditioning Bedroom 1 and living plus ceiling fans to all bedrooms and living rooms.

Security	Security screens to all opening windows.
Eaves (Soffit)	Eaves width minimum 900mm, plus to meet DHA shade expectations plus local Authority and estate requirements, with materials, finishes and colour to coordinate with walls.

DRAFT

Attachment B

Schedule of Works for:

Address: HMC to advise
Date Vacant: HMC to advise
Lockbox code: HMC to advise

Colours:

Joinery

Bench tops: HMC to advise
Facades: HMC to advise

Floor tiles:

Living area: HMC to advise
Wet area: HMC to advise

Wall tiles: HMC to advise

Internal paint: HMC to advise

External paint: HMC to advise

Verticals: HMC to advise

Venetians: HMC to advise

1. This document is to be read in conjunction with "Attachment A- General Specification Upgrade and Minor New Work- November 2011".
2. Any discrepancy noted between this document and the Attachment A, should be brought to the notice of DHA Project Manager for resolution and written advice.
3. Contractor to ensure that safety, integrity and stability for all building services and structural entities are maintained for all Works.
4. Contractor is to supply a copy of all proposed alterations to the DHA Project Manager for approval prior to proceeding and final drawings on completion of the project.
5. Contractor is to be responsible for all related approvals.
6. Contractor is required to inspect the house prior to tender submission to ensure scope of work is fully understood and accounted for.

General:

- Undertake full internal paint to all previously painted and/or oiled surfaces including storage. Undertake full external paint to all previously painted surfaces including the single garage.
- Remove all carpet and vinyl throughout house.
- Supply and lay new floor tiles throughout house.
- Remove existing and supply and install new solar hot water system including the booster switch.
- Remove existing and supply and install new internal and external, light fittings, light switches, fans, fan switches, GPO's, TV points (including garage and storage).

Attachment B

- Remove existing and supply and install new smoke alarms ensuring system is hardwired.
- Remove existing and supply and install new vertical blinds.
- Remove existing and supply and install new slim line venetians – fixed at base.
- Remove existing and supply and install security screens to all windows.
- Remove existing and supply and install new hardware internal doors.
- Remove existing and supply and install new door stops throughout.
- Ease and adjust all windows.
- Ease and adjust all glass sliding doors and replace locks.
- Ease and adjust all sliding security doors and replace flyscreen mesh and locks.

Landscaping/External (front and rear):

- Remove existing and supply and install new reticulation system including new control panel and power (hardwire to main board) to front and rear yard.
- Supply and install new linkable block work garden edging throughout yard – product to be approved by DHA Project Manager prior to installation. Contractor to ensure edging is securely installed.
- Trim trees and shrubs at front garden.
- Gardens are to be maintained by contractor from site possession to practical completion. This includes watering and mowing as required.

Garage:

- Remove existing 'pedestrian' door, frames, architrave, and supply and install new including door seal, weather seal, locks and painting of new door, frames and architrave.
- Patch and paint hole in the left hand side wall.

Entry

- Remove existing and supply and install new front security door lock, door closer and flyscreen mesh.
- Supply and install new door bell.
- Patch hole in left hand wall.
- Replace broken glazed side light panel at right hand side of front door.

Dining room

- Remove existing and supply and install new ceiling fan.

Family room

- Remove existing and supply and install new sky light.

Kitchen:

Full upgrade as per existing layout.

- Remove existing kitchen including all the white goods joinery, tiling, plumbing, lighting and electrical fit offs and supply and install new.
- Remove existing and supply and install new sky light.

Laundry:

Attachment B

Full upgrade as per existing layout.

- Remove existing laundry including joinery, tiling, plumbing, lighting and electrical fit offs and supply and install new.
- Remove existing external laundry door, architrave, frames and supply and install new including door stop, weather seal, door locks and painting of new door, architrave and frames..
- Remove existing and supply and install new security locks, door closer and flyscreen mesh.
- Remove existing internal laundry door and supply and install new door and lock.

En-suite:

Full en-suite upgrade as per existing layout.

- Demolish existing en suite including joinery, tiling, plumbing, lighting and electrical fit offs and supply and install new - vanity to include vitreous china basin.

Bathroom:

Full bathroom upgrade as per existing layout.

- Demolish existing bathroom including joinery, tiling, plumbing, lighting and electrical fit offs and supply and install new - vanity to include vitreous china basin.

Toilet:

Full toilet upgrade as per existing layout.

- Demolish existing toilet fit out including tiling, plumbing, lighting and electrical fit offs and supply and install new.
- Remove existing damaged door and supply and install new.

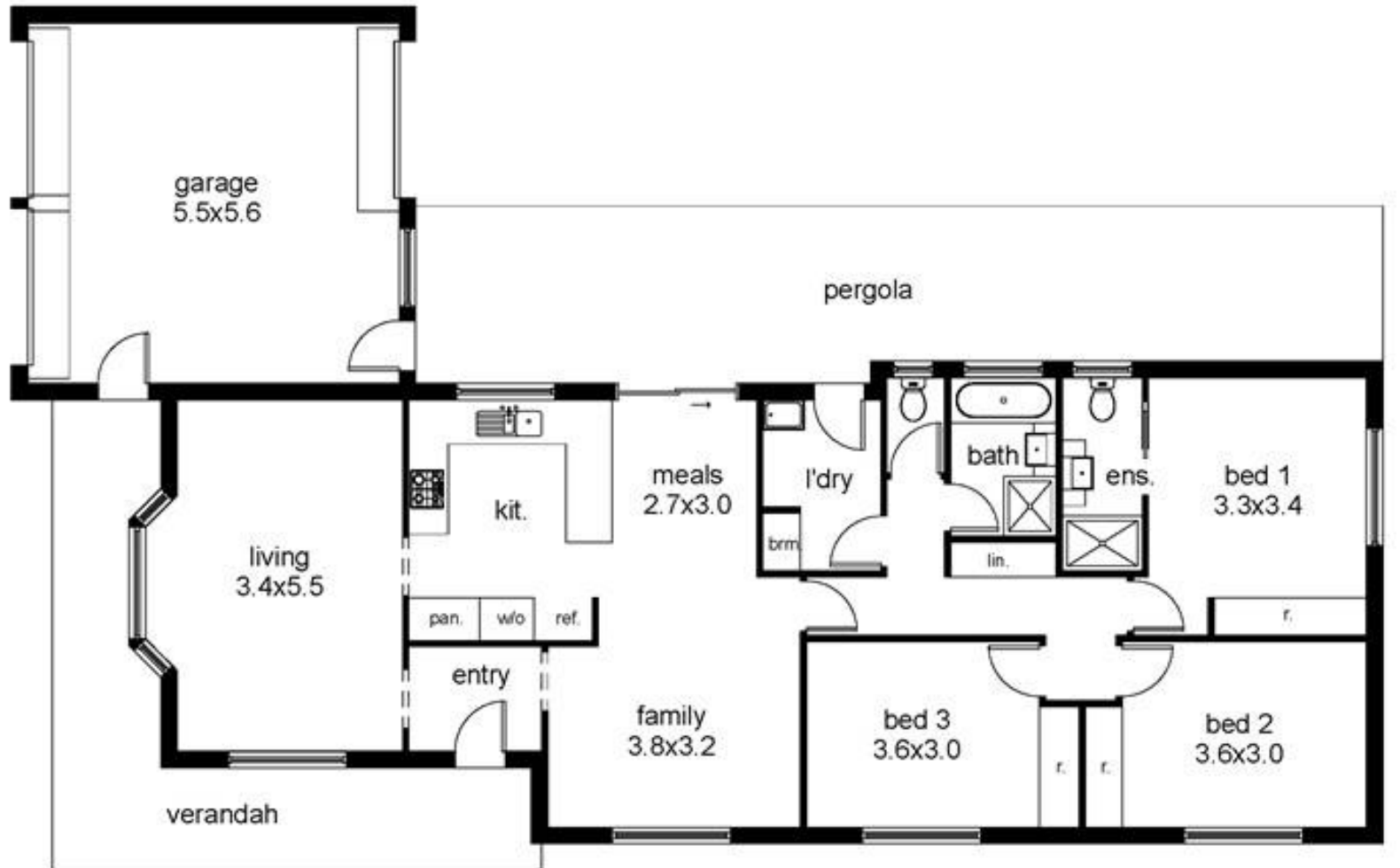
Bedroom 3

- Replace cracked window.

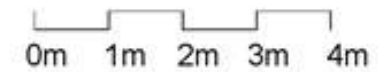
Cleaning

- Undertake full internal and external clean

Attachment C (a)



UPRN:
1106850





DHA Minor Works Contract

[Insert Project Name]

[DHA HO Number]

Contents

Minor Works Standard Form Contract

Schedule 1 – Contract Details Table	4
Schedule 2 – Scope of Works (SOW)	7
Schedule 3 – Conditions of Contract.....	9
Schedule 4 – Commonwealth Policies Applicable to this Contract	19

THIS MINOR WORKS CONTRACT is made on the _____ day of _____ Year.

BETWEEN

Defence Housing Australia ('DHA') ABN 72 968 504 934 of 26 Brisbane Avenue, Barton ACT 2600 and **the Contractor** identified in Item 3 of the Contract Details Table.

1. DHA appoints and engages the Contractor to carry out the Works by the Date for Practical Completion.
2. The Contractor agrees to carry out the Works in return for payment of the Contract Sum fees in accordance with and subject to the requirements of this Contract.
3. This Contract comprises:
 - a. this Minor Works Standard Form Contract;
 - b. the Contract Details Table (Schedule 1);
 - c. the Scope of Works (Schedule 2);
 - d. the Conditions of Contract (Schedule 3); and
 - e. the Commonwealth Policies applicable to this Contract (Schedule 4).
4. Terms with special meanings used throughout this Contract are defined in the General Conditions of Contract.
5. By signing this Contract, the Contractor:
 - a. offers to carry out the Works on the terms and conditions of this Contract; and
 - b. agrees that this Contract is not binding unless DHA executes the Contract and the Contractor is notified of DHA's execution.

Executed by or on behalf of the Contractor as follows:

X..... or X..... + X.....

Sign at x and complete details directly below

Name: or Name: + Name:

Name: Individual/Sole Trader ABN	or Name: Company Sole Director or Director 1 Company ACN	or Name: Company Director 2 or Secretary <i>(This 2nd signature not required if company has sole director)</i>
---	---	--

Executed for and on behalf of DHA as follows:

Defence Housing Australia
ABN 72 968 504 934 X.....

Name: _____

Authorised representative of DHA

Schedule 1 – Contract Details Table

Item	Item Name	Detail
1.	DHA	Defence Housing Australia ABN 72 968 504 934
2.	DHA's Representative and contact for service of notices	Name: [Insert DHA's Representative] Position: [Insert DHA Representative's Position] Email: [Insert DHA Representative's Email] Phone: [Insert DHA Representative's Phone] Postal Address: [Insert DHA Representative's Address]
3.	Contractor	Entity Name: [Insert Entity Name including Trading Name if applicable] Address: [Insert Address] Postal Address: [Insert Postal Address OR N/A] (if different from above) ABN: [Insert ABN] or ACN: [Insert ACN]
4.	Contractor's Representative and contact for service of notices	Name: [Insert Contractor's Representative] Position: [Insert Representative's Position] Email: [Insert Representative's Email] Phone: [Insert Representative's Phone] Mobile: [Insert Representative's Mobile] Postal Address: [Insert Postal Address]
5.	Contract Sum	Site Address: Copy and paste this section for the number of addresses \$[Insert Contract Lump Sum Amount] (inclusive of GST but exclusive of Item 6, Schedule 1 Provisional Sum Work) Site Address: Copy and paste this section for the number of addresses \$[Insert Contract Lump Sum Amount] (inclusive of GST but exclusive of Item 6, Schedule 1 Provisional Sum Work)
6.	Provisional Sum Work	No Provisional Sum Work is involved Or Provisional Sum listed below includes GST and Builders Margin
7.	Start Date	1 Week after Contract Execution
8.	Date for Practical Completion	8 Weeks from Start Date
9.	Site	[Site Address] Copy and paste this field for the number of addresses
10.	Is Site on a Defence Base?	Yes or No
11.	Security	Retention of 3% of the Contract Sum from the first payment claim made under this Contract or if the first payment is not sufficient, then also from subsequent payments.

Item	Item Name	Detail										
12.	Payment Terms and Invoice Date(s)	<p>Invoice Dates for payment in accordance with these terms, will be as follows:</p> <p>In accordance with the table below, where the payments are to be made at the completion of a stage or stages of the Works:</p> <table border="1"> <thead> <tr> <th>Stage - Invoice Date</th> <th>Percentage payment of Contract Sum or amount</th> </tr> </thead> <tbody> <tr> <td>Stage 1 – 50% of Works done by value less 3% retention amount.</td> <td>47%</td> </tr> <tr> <td>Stage 2 – 100% of Works completed by value.</td> <td>50%</td> </tr> <tr> <td>Stage 3 – if required Highlight both cells and delete “Entire Row” if not required</td> <td>Highlight both cells and delete “Entire Row” if not required</td> </tr> <tr> <td>At end of Defects Liability Period</td> <td>3%</td> </tr> </tbody> </table>	Stage - Invoice Date	Percentage payment of Contract Sum or amount	Stage 1 – 50% of Works done by value less 3% retention amount.	47%	Stage 2 – 100% of Works completed by value.	50%	Stage 3 – if required Highlight both cells and delete “Entire Row” if not required	Highlight both cells and delete “Entire Row” if not required	At end of Defects Liability Period	3%
Stage - Invoice Date	Percentage payment of Contract Sum or amount											
Stage 1 – 50% of Works done by value less 3% retention amount.	47%											
Stage 2 – 100% of Works completed by value.	50%											
Stage 3 – if required Highlight both cells and delete “Entire Row” if not required	Highlight both cells and delete “Entire Row” if not required											
At end of Defects Liability Period	3%											
13.	Date for final payment claim	10 working days after the expiry of the Defects Liability Period										
14.	Workers Compensation	As legislated										
15.	As applicable by state – Home Warranty Insurance, Builders Insurance or Builders Warranty Insurance	Replacement Value of \$ [Amount] per house										
16.	Public Liability Insurance	Cover of \$10,000,000 for any one occurrence.										
17.	Professional Indemnity Insurance	Not Required OR Required										
18.	Defects Liability Period	<p>XX weeks commencing at 4.00pm on date of issue of the Certificate of Practical Completion.</p> <p>Appliances guarantees / warranties apply.</p> <p>All such guarantees must be filled in and nominate Defence Housing Australia (DHA) the beneficiary and must be dated as per day of installation.</p>										
19.	Liquidated Damages	\$X per calendar week (pro rata)										
20.	Additional Conditions	Nil or note conditions										
21.	Builders Margin Note: for pricing of certain Variations etc.	10%										
22.	Is the Contractor the ‘principal contractor’ for the purposes of WHS Law?	Insert ‘yes’ or ‘no’										

Item	Item Name	Detail
23.	If the answer to 22 is 'no', is the Contractor to have full management and control of the Site?	Insert 'yes' or 'no' or If the answer to 22 is 'yes', add "not applicable" (If in Doubt, speak with Russell Stephenson)_

Schedule 2 – Scope of Works (SOW)

1 PROJECT DESCRIPTION

[Insert description of overall project, if any of which the Works are part.]

2 THE SITE DETAILS AND PLANS

[Insert details of Site OR reference attachment which contains the details and include at Item 9 of Schedule 2 Attachment to Scope of Works]

3 PRECONDITIONS TO START DATE AND COMMENCEMENT OF WORK ON SITE

Nil

4 THE WORKS

[Insert description of the Works required OR reference attachment which contains the details and include at Item 9 of Schedule 2 Attachment to Scope of Works. Don't forget to add a list of any specific documentation you require, including WHS documents if not covered elsewhere.]

Note:

Remember to outline any special “restoration of site” or works requirements, that differ from 11.1c. eg. restoration after demolition.

5 SPECIFICATIONS

Refer: Attachment A - General Specification Upgrade & Minor Work

6 EXISTING CONDITIONS

Not known

7 ON DEFENCE BASE REQUIREMENTS (only applies if Item 10 of Schedule 1 is YES)

Base Induction

- a) The Contractor must ensure that its employees, subcontractors and any other person engaged by the Contractor to carry out the Works undertakes any induction training, processing or security clearances necessary to obtain access to the Site.
- b) DHA will advise the Contractor of the contact person in order for the Contractor to arrange for any necessary induction training, processing or security clearance for Site access.
- c) The contractor must at its cost comply with any requirements referred to in this clause.

Safe Base Alert State System

- a) Nothing that the Contractor is or may be required to do under this clause will derogate from, or otherwise limit, the Contractor's other obligations under this Contract.
- b) The Contractor must be, and must ensure that its subcontractors are, fully familiar with the requirements of the SAFE BASE Alert State System as amended from time to time ('SAFE BASE').
- c) The Contractor must attend, and must arrange for its subcontractors to attend, a security briefing as requested by the Project Manager from time to time.
- d) In carrying out the Works, the Contractor must, and must ensure that its subcontractors, comply with the requirements of SAFE BASE.
 - i. Subject to subparagraph (b), at the level set out in the Contract Details; and
 - ii. at any alternative level (or individual measure from a higher alert state to meet a specific threat or threats) applicable to the Site from time to time.

- e) Where agreed in writing, DHA is to pay the Contractor the extra costs (if any) reasonably incurred by it which arise directly from a change to the SAFE BASE level or individual measure in accordance with the preceding paragraph, as determined by DHA.
- f) The Contractor's entitlement (if any) under this clause will be a limitation on DHA's liability to the Contractor arising out of, or in any way in connection with:
 - i. DHA's direction; or
 - ii. The application of the alternative level or individual measure of SAFE BASE to the Works,

and the Contractor will not be entitled to make, nor will DHA be liable upon, any claim in these circumstances other than for the amount (if any) which is payable by DHA under this clause 7.

The Contractor must, and must ensure that its subcontractors participate in a rehearsal of SAFE BASE as directed by DHA from time to time.

8 PAYMENT AND PRICING
NOT USED

9 SCHEDULE OF RATES
NOT USED

10 ADDITIONAL CONDITIONS
Nil

11 WORK HEALTH AND SAFETY ARRANGEMENTS

- a) **Work health and safety:** The Contractor should note its additional obligations under the WHS Law set out in clause 22. In particular, if Item 22 of Schedule 1 says that the Contractor is engaged as a 'principal contractor' for the purposes of the WHS Law, the Contractor should note its obligations in clause 22.5.
- b) **Health and safety awareness and communication:** The Contractor is to inform the DHA Representative (by email or as requested) if it becomes aware whilst carrying out the Works of any site conditions or other factors specific to this site or project which may pose a health and safety risk to Workers or others.
- c) **Your Appointment as Principal Contractor:** The Contractor is appointed as Principal Contractor for WHS Law purposes, where this contract has a value over \$250,000.00 .
- d) Where this Contract has a value less than \$250,000, DHA authorises and directs the Contractor to have management and control of the Site.

12 ATTACHMENTS TO SCOPE OF WORK

[List and number all known attachments relevant to the Works]

Schedule 3 – Conditions of Contract

1. WORKS

1.1. Performance of the Works

The Contractor must carry out the Works:

- a) on and from the Start Date;
- b) in accordance with the requirements of the Scope of Works (including in accordance with all designs, plans and specifications in the Scope of Works);
- c) for the Contract Sum;
- d) in accordance with DHA's reasonable directions;
- e) in accordance with the Building Laws; and
- f) otherwise in accordance with the terms and conditions of this Contract.

1.2. Completion

The Contractor must complete all the Works by the Date for Practical Completion varied in accordance with this Contract.

1.3. Notification of issues

If the Contractor discovers any error, inconsistency, ambiguity or discrepancy in or between any document, direction or schedule forming part of this Contract, the Contractor must immediately seek DHA's direction as to the interpretation to be followed.

1.4. Obligation to provide everything necessary for Works

The Contractor must provide everything necessary or implied to carry out the Works including using only qualified, experienced and competent personnel to carry out the Works.

1.5. Engagement of subcontractors

The Contractor may employ or engage others to complete some but not all of the Works. The use of subcontractors does not relieve the Contractor from liability or performance under this Contract.

1.6. Testing of the Works

The Contractor must comply with any direction of DHA to uncover and recover the Works or carry out additional testing or retesting.

1.7. Liability for cost of testing of the Works

The Contractor will be liable for the cost of testing if required by DHA under clause 1.6. However, if the work uncovered or tested is in conformity with this Contract, DHA will pay the costs of the work or testing as reasonably determined by DHA.

2. ACCEPTANCE OF EXISTING CONDITIONS

2.1. Acceptance of Existing Conditions as satisfactory

The Contractor is deemed to have accepted the Existing Conditions as satisfactory at the commencement of this Contract.

2.2. Variation in Existing Conditions

If during the performance of the Works the Contractor discovers any material problem or issue with or difference in the Existing Conditions (problem), the Contractor must:

- a) immediately notify DHA of the problem;
- b) provide DHA with a recommendation on the proposed method, time and likely cost of rectifying the problem; and
- c) perform any additional work if the Contractor is instructed by DHA to carry out that additional work.

2.3. Payment for additional work

The Contractor is not entitled to payment for additional work carried out as a result of problematical Existing Conditions, unless, in DHA's reasonable opinion:

- a) an experienced and competent contractor who had examined the Existing Conditions would not have detected or anticipated the issue or problem; or
- b) DHA did not permit (after a request in writing) the Contractor to inspect the Existing Conditions and an inspection would have disclosed the problem.

2.4. Calculation of payment for additional work

If the Contractor is entitled to payment for additional work under clause 2.3, then the amount to be paid by DHA for that additional work will be determined on the Agreed Basis.

3. INSURANCE

3.1. Requirement to take out insurance

Prior to commencement, the Contractor must, at its own cost, take out and maintain until the completion of the Works:

- a) a policy of insurance in respect of loss or damage to the Works for not less than the amount specified in the Contract Details;
- b) Builder's Insurance as required by the relevant Building Law;
- c) public liability insurance for not less than the amount specified in the Contract Details;
- d) workers compensation or any like insurance as required by law; and
- e) where the Contractor is a sole trader, personal accident and disability insurance providing cover at least equivalent to that provided to an employee under insurance referred to in sub-clause 3(c).

3.2. Proof of existence of insurance cover

When asked by DHA, the Contractor must, within 3 days, produce evidence of the existence and currency of any insurance policy required under this clause 3.

4. WARRANTIES

4.1. Contractor's warranties

The Contractor warrants that:

- a) the Works will be carried out in a proper and skilful manner consistent with best industry standards;
- b) the Works will be fit for their intended purpose;
- c) any materials used by it will be suitable, new and free of defects;
- d) any goods provided by it as part of the Works will have manufacturers warranties that expire no earlier than the end of the Defects Liability Period; and

- e) it holds all licences or approvals required to carry out the Works.

4.2. Assignment of warranties

The Contractor must transfer to DHA at Practical Completion all product and manufacturers warranties.

5. SECURITY

5.1. Provision of the Security

- a) Where the Security is specified in the Contract Details as a Bank Guarantee the Contractor must provide the Security to DHA prior to the Start Date.
- b) Where the Security is specified in the Contract Details as retention or an amount of money, DHA may retain the Security amount from payments to be made under clause 6.

5.2. Recourse to the Security

In addition to exercising any rights of set off under this Contract, DHA may have recourse to the Security for the payment of Liquidated Damages, any costs incurred by DHA in rectifying Defects where the Contractor has failed to comply with clause 12 or any other money owed to DHA by the Contractor under this Contract.

5.3. Release of the Security

The Security must be released at the end of the Defects Liability Period subject to:

- a) the completion of works to rectify any Defects notified to the Contractor prior to that date; and
- b) the deduction from the Security of any amount referred to in clause 5.2.

6. PAYMENT

6.1. Obligation to make payments

- a) DHA must pay the Contractor the Contract Sum subject to and in accordance with this Contract.
- b) Subject to the terms of the Security of Payments Laws, DHA is not obliged to make a payment to the Contractor unless a valid Invoice has been issued in accordance with the terms and conditions of this Contract and DHA must be satisfied, acting reasonably, that the work is sufficiently complete for the invoice to be issued. See also "Invoice" definition- Clause 25..

6.2. Timing for Issue of Invoices

On each Invoice Date, the Contractor must deliver to DHA a valid Invoice.

6.3. Access to records

The Contractor must allow DHA or its nominees access to its records to check the accuracy of the Invoice and any other matter relating to the Works.

6.4. Timing for payment by DHA

DHA will pay the Contractor the amount approved for payment in the Invoice by the end of the month following the month in which the Invoice was submitted and approved for payment.

6.5. Condition precedent to payment by DHA

If required by DHA as a precondition to lodgement of an Invoice, the Contractor must give DHA, a signed statutory declaration that all its subcontractors and employees have been paid all amounts then due for work under this Contract.

6.6. Payment on account only

Any payment, other than a final payment, by DHA to the Contractor is payment on account only.

6.7. Release

After the date for submitting the final Invoice specified in the Contract Details, the Contractor releases DHA from any claim in respect of any fact, matter or thing arising out of, or in any way in connection with, the Works or this Contract.

6.8. Right of set-off

DHA has the right to deduct from or set off against amounts owing to the Contractor any amounts of money owing by the Contractor to DHA or otherwise. This includes the deduction of any Liquidated Damages assessed as payable by the Contractor or amounts payable by the Contractor because of a failure by the Contractor to 'make good' or rectify Defects.

6.9. GST

a) If the Contractor provides goods, materials, services, or labour under this Contract, then

the Contractor must include the proper amount of GST in all Invoices.

- b) All amounts specified in this Contract are GST inclusive unless otherwise stated.
- c) Each Invoice issued by the Contractor must be a tax invoice.

7. PROVISIONAL SUM

7.1. Provisional Sum Work

Where Provisional Sum Work is included in the Contract Details, the Contractor agrees to perform this work in accordance with this clause 7.

7.2. Pricing of Provisional Sum Work

Upon request, the Contractor will provide to DHA its proposed price for the Provisional Sum Work and the basis of calculation of that amount. The Contractor must price the Provisional Sum Work using the Agreed Basis.

7.3. Provisional Sum Work instruction and price

DHA may:

- a) at any time have contractors, other than the Contractor, perform the Provisional Sum Work; or
- b) refer the matter to the Quantity Surveyor for determination in accordance with the Agreed Basis, if DHA disputes the price provided by the Contractor and the parties do not reach agreement. The price determined by the Quantity Surveyor will be final; and
- c) for urgent work, by giving a written instruction, direct the Contractor's to carry out the Provisional Sum Work even if the price has not been agreed at the time of the instruction.

7.4. Completion of the Provisional Sum Work

Upon completion of the Provisional Sum Work, the amount either agreed by DHA or determined under 7.3c, will be payable by DHA in addition to the Contract Sum, subject to these terms.

8. VARIATION

8.1. Restriction on Variations

The Contractor must not:

- a) make any changes to the Works;

- b) carry out any extra work or supply any extra goods; or
- c) leave any of the Works unfinished, unless directed by DHA in writing.

8.2. Variation Request

The Contractor must within two (2) business days of a request provide from DHA to vary the Contract or the Scope of Works provide DHA with:

- a) the proposed price of the Variation calculated on the Agreed Basis;
- b) details of how the Contractor calculated the price of the Variation in accordance with Agreed Basis (if requested); and
- c) any additional time required by the Contractor to carry out the Variation.

8.3. Instruction to perform Variation

For urgent work, DHA may by giving a written Variation instruction, require the Contractor to carry out a Variation even if the price or additional time has not been agreed at the time of the instruction.

8.4. Determination of Price of Variation

- a) If the parties cannot agree on the price of the Variation, the price will be determined by DHA using (as far as practicable) the Agreed Basis and this will be notified to the Contractor.
- b) If the Contractor objects to the amount determined by DHA, it must within 5 days of notification, give DHA notice setting out the reasons for the objection. If DHA does not agree with the objection, DHA will appoint the Quantity Surveyor to determine the amount payable for the Variation. The price determined by the Quantity Surveyor will be final.

8.5. Adjustment of Contract Sum for Variation

The Contract Sum is to be adjusted by the price of a Variation and paid in accordance with clause 6.

9. WORKING HOURS

The working hours and working days on the Site will be unless otherwise notified by DHA 7.30am to 5.00 pm Monday to Friday. DHA must approve any variation to working hours.

10. PROTECTION OF PEOPLE AND PROPERTY
10.1. Obligation of protection

The Contractor must at the Site:

- a) take all steps to protect people and property;
- b) where there is no existing occupant on the Site, keep the Site secure;
- c) avoid unnecessary interference with others on the Site; and
- d) prevent nuisance and unreasonable noise disturbance.

10.2. Obligation to rectify damage

If the Contractor, its employees or agents damage any property, the Contractor must promptly rectify the damage and pay any compensation necessary.

11. CLEANING AND MAKE GOOD

11.1. Obligation to keep clean and make good

The Contractor is responsible for as part of the Works:

- a) keeping the Contractor's areas clean at all times,
- b) the removal of its tools, plant and equipment, and the removal daily (unless DHA otherwise agrees) of all waste, debris and refuse arising out of the Works; and
- c) restoring the site and adjoining areas to a reasonable standard acceptable to DHA at completion of the Works.

11.2. Right to remedy

If the Contractor fails to comply with clause 11.1, DHA may rectify the breach and the cost of that rectification is recoverable as a debt due and payable by the Contractor to DHA.

12. DEFECTS LIABILITY PERIOD

12.1. Obligation to make good Defects

The Contractor must, at its own cost, make good any Defect before the end of the Defects Liability Period.

12.2. Right to require remedy of Defects

DHA may direct the Contractor to correct, remedy or replace any Defect before or during the Defects Liability Period. If the Contractor does not comply with such a direction, DHA may

have that work carried out or the goods replaced by others and the cost is a debt due and payable by the Contractor to DHA.

13. COMPLETION

13.1. Notice of Practical Completion

The Contractor must give DHA at least 5 Business Days written notice of the date upon which the Contractor anticipates achieving Practical Completion.

13.2. Certificate of Practical Completion

If DHA is of the opinion, acting reasonably, that Practical Completion has been achieved, DHA will issue a Certificate of Practical Completion.

13.3. Works Not Complete

- a) If DHA is of the opinion, acting reasonably, that Practical Completion has not been achieved, it will notify the Contractor of the work needed to be carried out to achieve Practical Completion.
- b) The Contractor will carry out the work referred to in clause 13.3(a) and notify DHA in accordance with clause 13.1 and clauses 13.2 or 13.3(a) will apply again as appropriate.

13.4. Final Completion

On expiration of the Defects Liability Period and rectification of all defects notified to the Contractor, DHA will issue the Contractor with a certificate confirming the Works are complete and the Contractor has no further obligation to DHA (**Final Completion**) subject to the Warranties in clause 4.

14. DAMAGES

14.1. Liquidated Damages

If the Works (or any part of them) do not reach Practical Completion by the Date for Practical Completion, then the Contractor must pay the Liquidated Damages per day from the Date for Practical Completion until the date the Works reach Practical Completion. This does not exclude DHA from seeking damages other than those contemplated by this clause.

15. EXTENSION OF TIME

15.1. Claim for extension of time

The Contractor will be entitled to make a claim for an extension of time to the Date for Practical Completion if:

- a) the Contractor is or will be delayed in reaching Date for Practical Completion by an Event of Delay; and
- b) the Contractor gives DHA, within 3 days of when the Contractor should reasonably have become aware of the Event of Delay, a written claim for an extension of time outlining the cause of the delay.

15.2. Grant of extension of time

Upon receipt of the written claim, DHA, may, in its absolute discretion but acting reasonably, grant an extension of time to the Date for Practical Completion for a reasonable amount of days as determined by DHA by written notification to the Contractor. The Contractor will not be entitled to additional amounts or costs for the extension.

16. INTELLECTUAL PROPERTY

16.1. Copyright

Copyright in any plans or designs supplied by DHA to the Contractor or any material, plans or designs created by the Contractor under this contract belong or are assigned to DHA.

16.2. Restriction on use

The Contractor must not reproduce or use any plans or designs, in whole or in part, other than for the purpose of completing the Works.

16.3. Moral rights

To the extent permitted by law and for the benefit of DHA, the Contractor consents to the use by DHA of the material under this Clause 16 and of any pre-existing material supplied by it to DHA, even if the use may otherwise be an infringement of their moral rights.

16.4. Licence to use intellectual property

The Contractor grants to DHA and its nominees a perpetual, irrevocable royalty free, non exclusive, world wide licence to use and reproduce for the Project or any related project any material developed for this agreement or provided by the Contractor to DHA. This licence includes any pre existing material of the Contractor or third party owned material incorporated into the material so developed or provided.

16.5. Other material

The Contractor must ensure that each author of material supplied by it to DHA (if any), consents in writing to the rights of DHA under this clause 16 (including 16.4 and 16.3.

17. CONFIDENTIALITY

The Contractor, its employees, agents and subcontractors must not, without written consent of DHA:

- a) disclose or make public any of DHA's Confidential Information; or
- b) make any public announcement regarding this Contract or the Works.

18. SUSPENSION

18.1. Suspension of Works by DHA

DHA may suspend the Works or any part of the Works at any time by written notice to the Contractor.

18.2. Costs arising from suspension of Works

If the suspension:

- a) is due to a default by the Contractor, then the Contractor is not entitled to any costs or damages arising from the suspension; or
- b) arises for any other reason, then the Contractor is entitled to its actual direct costs (established to DHA's reasonable satisfaction) arising from the suspension.

18.3. Recommencement of the Works

The Contractor must recommence as soon as practicable after notice from DHA.

19. TERMINATION

19.1. Default

A party is in default under this Contract if it:

- a) is in substantial breach of this Contract;
- b) wrongfully fails to carry out the Works;
- c) ceases to be able to pay its creditors;
- d) ceases, or threatens to cease, to carry on its business;
- e) becomes insolvent, bankrupt or makes an assignment of that party's estate for the benefit of creditors;

f) makes an arrangement or composition with creditors, or

g) being a company, goes into liquidation or comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001 (Cth) or an order is made to place the company under external administration.

19.2. Right to terminate

If a party remains in default 5 Business Days after the other party had given it written notice requiring the default to be remedied then, without prejudice to any other rights or remedies, the non defaulting party may, by giving a further written notice, end this Contract.

19.3. Termination for convenience

DHA may, by giving notice in writing to the Contractor, terminate (or reduce the scope of) this Contract at any time without reason or cause. Upon receipt the Contractor;

- a) Must stop (or reduce work) in accordance with the notice, and
- b) Must mitigate all loss, costs and expenses in connection with the termination (or reduction in scope); and
- c) Must comply with DHA's reasonable directions
- d) Is only entitled to reimbursement for supplies made or work done (and related expenses) up to the date of termination (or reduction in scope); and
- e) Is not entitled to quantum meruit or profit on any part of the Contract that is terminated or subject to a reduction in scope.

20. INDEMNITY

20.1. Contractor's indemnity

Where the Contractor breaches this Contract or is otherwise in default under this Contract (including negligence) the Contractor indemnifies DHA against:

- a) loss of or damage to any property;
- b) claims in respect of personal injury or death; and
- c) any liability, loss, damage or expense (other than the obligation to pay the Contract Sum) that DHA may suffer or incur,

arising out of or in connection with that breach or default.

Contractor will comply with that which imposes the higher level of work, health and safety.

20.2. Limit of indemnity

The obligation of the Contractor to indemnify DHA under clause 20.1 is reduced to the extent that the event giving rise to the applicable loss, damage, costs, claim or liability suffered by DHA was caused or contributed to by DHA.

21. COMMONWEALTH REQUIREMENTS

The Contractor must comply with all policies, procedures and codes of conduct set out in Schedule 4, including the National Code of Practice.

22. COMPLIANCE WITH WHS LAW

22.1. Compliance

In carrying out the Works, the Contractor and its agents, employees and contractors must observe and take all steps required by all relevant workplace and work health and safety laws.

In carrying out the Works, the Contractor must not:

- a) breach the WHS Law; or
- b) do or allow to be done, or omit or allow to be omitted anything which may result in DHA being in breach of the WHS Law.

22.2. Directions and Documentation

- a) The Contractor shall comply with and shall ensure Workers comply with:-
 - i. any work health and safety direction, policy or procedure required to be implemented by DHA in respect of work health and safety and WHS Law matters; and
 - ii. any work health and safety related documentation submitted by the Contractor to DHA, as updated from time to time.
- b) The Contractor agrees that any direction given or policy or procedure required to be implemented by DHA under this Contract does not relieve the Contractor of its obligations under the WHS Law or to carry out the Works in accordance with this contract.
- c) In event of inconsistency between the requirements of this Clause 22, the

22.3. Consultation, representation and participation

- a) The Contractor must participate and must ensure that all Workers participate in any consultation and representation to ensure compliance with the WHS Law in connection with the Works, including (without limitation) taking reasonable steps to initiate and participate in any meetings, invite Worker feedback, furnish and maintain current information and to take any other steps agreed between the parties.
- b) The Contractor must also consult, co-operate and co-ordinate activities with other persons holding a duty under a Corresponding WHS Law involved in or connected to the Works, to ensure compliance with the WHS Law, including (without limitation) taking reasonable steps to participate in any meetings, furnish and maintain current information and to take any other steps agreed between the parties and those other persons;

22.4. Safety of personnel

The Contractor must, in carrying out the Works, ensure that:

- a) any Worker or other person is not exposed to risks to their health and safety;
- b) a sufficient WHS management plan (including consultation with Workers) is developed, implemented and maintained for the Works.

22.5. Principal contractor

If the Contractor is described as a 'principal contractor' in Item 22 of Schedule 1:

- a) it has been authorised by the DHA to have management and control of the Site ; and
- b) has been engaged by the DHA as and accepts the appointment of, 'principal contractor' in relation to the Works and Site.

As principal contractor it must, in carrying out the Works, comply with and ensure compliance with the obligations of a principal contractor under the WHS Law, ensuring that at all times the requirement that imposes the higher level of work health and safety is observed.

Those duties and obligations include but are not limited to:

- a) complying with and ensuring compliance with health and safety duties in relation to all aspects of the Works;
- b) complying with consultation, representation and participation requirements;
- c) preparing and ensuring the preparation of safe work method statements for high risk construction work and ensuring that the high risk construction work is carried out in accordance with the safe work method statements;
- d) complying with and ensuring compliance with all relevant approved codes of practice under the WHS Law; and
- e) permitting entry to the Site to work health and safety entry permit holders.

22.6. Notification

The Contractor must immediately notify DHA of any notifiable incident (being an incident which is notifiable under WHS Law) or injury which arises:

- a) during the performance of the Works; or
- b) in connection with the Works.

23. TRANSFER AND ASSIGNMENT

DHA may assign or transfer to another party any right or obligation under this Contract by notice in writing to the Contractor. Any such assignment or transfer will operate to release DHA from any further obligation or liability under this Contract. The Contractor agrees to perform its remaining obligations under this Contract for the assignee or transferee.

24. DISPUTE RESOLUTION

24.1. Dispute notice

If a dispute or difference arises between the parties in connection with this Contract, then either party may give a notice (Dispute Notice) in writing to the other party specifying:

- a) the dispute or difference;
- b) particulars of the party's reasons for being dissatisfied; and
- c) the position which the party believes is correct.

24.2. Resolution of dispute or difference by negotiation

- a) The dispute or difference identified in the Dispute Notice is to be referred to the DHA's Representative and the Contractor's Representative (collectively, **Representatives**) who must within 5 Business Days of service of a Dispute Notice, meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.
- b) If the parties cannot resolve the dispute or difference, provided the parties have complied with this clause 24, the parties may have recourse to any other remedy available to them to resolve the dispute.
- c) The parties should give consideration to alternative dispute resolution processes to resolve the dispute.

25. INTERPRETATION

In this Contract the defined words have the following meaning:

Agreed Basis means the methodology to be used by any party when calculating any amount payable under this Contract being in order of application:

- a) an amount as agreed between DHA and the Contractor;
- b) an amount calculated using the Schedule of Rates (if applicable);
- c) an amount calculated using reasonable market prices; or
- d) an amount being the actual cost of the Work plus a margin for profit as set out in the Contract Details.

Building Laws means all laws, codes and standards regulating, or relating to, the building industry applicable in the Jurisdiction, including:

- a) the Building Code of Australia;
- b) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or authority applicable to, or having jurisdiction over, the Works or the Project; and
- c) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or authority relating to occupational health, safety and rehabilitation management.

Building Code of Australia means the Building Code of Australia, including the relevant State or Territory appendix, as amended from time to time, produced by the Australian Uniform Building Regulations Co-ordinating Council on behalf of the Commonwealth, State and Territory Governments.

Builder's Insurance means any policy of insurance required by the relevant Building Law in the Jurisdiction for the carrying out of domestic or residential work by the Contractor.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State or Territory in which the Site is located.

Certificate of Practical Completion means the certificate issued by DHA in accordance with clause 13.

Contract means the contractual relationship between the parties constituted by the documents referred to in clause 3 of the Formal Contract.

Contract Details mean the details relating to this Contract as set out in Schedule 1.

Corresponding WHS Law has the same meaning as in Regulation 6A of the WHS Regulations.

Date for Practical Completion means the date specified in the Contract Details as adjusted in accordance with this Contract.

Defect means any defect, shrinkage, deficiency, fault or omission in the Works including any aspect of the Works which is not in accordance with the requirements of this Contract.

Defects Liability Period means the period commencing at 4.00pm on the date the Certificate of Practical Completion is issued and ending within the period specified in the Contract Details.

Defence means the Commonwealth Department of Defence.

Events of Delay means:

- a) an act, default, omission or direction of the DHA, or any of the DHA's consultants, agents or other contractors (not being employed by the Contractor);

- b) an event beyond the reasonable control of the Contractor; or
- c) inclement weather not contemplated in the Scope of Works,

which actually delays the Works.

Existing Conditions means the condition of the Site and the building and other improvements if any, including the work carried out by others, on or over which the Contractor is to carry out the Works.

Final Completion has the meaning in accordance with clause 13.

DHA's Confidential Information includes information that is designated by DHA as confidential (including DHA property addresses, tenant's names and contact details and Defence Base information).

Invoice means a tax invoice (including GST) which is also a claim for payment by the Contractor for all or part of the Contract Sum which:

- a) covers the amount preapproved for payment by DHA;
- b) identifies and relates to the part of the Works actually performed and completed by the Contractor;
- c) makes allowance for the Security (if applicable); and
- d) includes any supporting documentation required by DHA.

Invoice Date means the date for submitting an Invoice referred to in the Contract Details or such other date as is expressly agreed by DHA in writing.

Jurisdiction means the jurisdiction in the State or Territory in which the Site is located.

Liquidated Damages means the liquidated damages specified in the Contract Details.

National Code of Practice means, collectively, the National Code of Practice for the Construction Industry 1997, the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, May 2012 or reissued from time to time.

Payment Terms means the payment terms specified in the Contract Details.

Payment Certificate means the certificate issued by DHA to the Contractor in accordance with clause 6.

Practical Completion is the stage when the Works have been completed so that they are fit for their intended purpose and lawfully able to be used for that purpose, excluding minor defects which do not affect the use of the Works for their intended purpose.

Provisional Sum means the amount, if any, included in the Contract Details which is an initial assessment of the cost of carrying out work or providing goods or materials which could not be entirely foreseen or estimated at the date of this Contract.

Provisional Sum Work means the work to be carried out or goods or material to be supplied if required by DHA, under clause 7 for which a Provisional Sum is included in this Contract.

Quantity Surveyor means the quantity surveyor appointed by DHA, at the cost of DHA equally, to determine the price of Provisional Sum Work or a Variation.

Scope of Works (also SOW) means the scope of the Works specified in Schedule 2 and includes anything reasonably foreseeable as incidental to the Works and necessary to complete the Works even if not expressly stated in the Scope of Works.

Security means the security to be provided to DHA by the Contractor specified in the Contract Details.

Security of Payments Laws means the laws relating to security of payments in the building and construction industry in the Jurisdiction.

Site means the site specified in the Contract Details.

Start Date means the date specified in the Contract Details or such later date as is notified by DHA before or after the date of this Contract.

Variation means any change to the form, quality or extent of the Works.

WHS Law means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth of Australia and of the State or Territory where the Works are carried out) dealing with or relevant to health and safety at work and of Workers and others who may be affected by the carrying out of work, and includes any approvals, permits, licences, directions or requirements of an authority exercising regulatory powers in respect of such matters and includes the Work Health and Safety Act 2011 (Cth) and the WHS Regulations as amended from time to time.

WHS Regulations means the Work Health and Safety Regulations 2011 (Cth).

Worker means any person who carries out work in any capacity for the Contractor including work as an employee; a contractor or subcontractor; an employee of a contractor or subcontractor; an employee of a labour hire company who has been assigned to undertake any part of the Works; an outworker; an apprentice or trainee; a student gaining work experience; a volunteer; or any other category of worker prescribed by the WHS Regulations.

Works means the work (including the provision of materials) which the Contractor is or may be required to carry out and complete under this Contract and includes any Variations or remedial work.

Version MWC 1.2

Schedule 4 – Commonwealth Policies Applicable to this Contract

The following Commonwealth policies apply to this Contract unless otherwise indicated. The Contractor must be familiar with the policies and by executing this Contract agrees to comply with the relevant policies.

1 AUSTRALIAN AND NEW ZEALAND GOODS AND SERVICES

The Commonwealth supports local industry purchasing to maximise opportunities for industry development in Australia and New Zealand.

2 AFFIRMATIVE ACTION

Consultants must comply with the *Equal Employment Opportunity for Women in the Workplace Act 1999*.

3 PRIVACY

Consultants must comply with the *Privacy Act 1988* and the *Privacy Amendment (Private Sector) Act 2000*.

4 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

The Contractor must comply with the National Code of practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of practice for the Construction Industry, May 2012 (Guidelines). Copies of the Code and Guidelines are available at www.deewr.gov.au/building.

Compliance with the Code and Guidelines shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the works arising from compliance with the Code and Guidelines.

Where a change in the Contract is proposed and that change would affect compliance with the Code and Guidelines, the Contractor must submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Code and Guidelines will be affected.

The Contractor must maintain adequate records of the compliance with the Code and Guidelines by;

- a) the Contractor;
- b) its Subcontractors;
- c) consultants; and
- d) its Related Entities (see Guidelines for meaning including section 3.5 of the Guidelines).

If the Contractor does not comply with the requirements of the Code or the Guidelines in the

performance of this Contract such that a sanction is applied by the Minister for Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of work funded by the Commonwealth or its agencies.

While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Contractor may give preference to subcontractors and consultants that have a demonstrated commitment to:

- a) adding and/or retaining trainees and apprentices;
- b) increasing the participation of women in all aspects of the industry; or
- c) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

The Contractor must not appoint a subcontractor or consultant in relation to the Project where:

- a) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
- b) the subcontractor or consultant has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the subcontractor or consultant has not fully complied, or is not fully complying, with the order.

The Contractor agrees to require that it and its subcontractors or consultants and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:

- a) Inspect any work, material, machinery, appliance, article or facility;
- b) Inspect and copy any record relevant to the Project and Works the subject of this Contract; and
- c) Interview any person as is necessary to demonstrate its compliance with the Code and Guidelines.

Additionally, the Contractor agrees that the Contractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

For the avoidance of doubt, Clause 4 applies in relation to the Contractor's new privately funded construction work.

The Contractor must ensure that all subcontracts impose obligations on subcontractors' equivalent to the obligations under these Contract Clauses.

The Contractor in all advertisements related to DHA Works should incorporate the following statement:

The National Code of Practice for the Construction Industry, in conjunction with the Australian Government Implementation Guidelines for the National code of Practice for the Construction Industry, May 2012, apply to this project.

The Contractor shall ensure information that falls within the *Privacy Act 1988 (Cth)* is kept in a safe and secure location on site with access to the records limited.

The Contractor must ensure that the application of the Code and Guidelines will be a standing item on the agenda for site/project meetings.

The Contractor shall ensure that there is a work health safety and rehabilitation (WHS&R) plan for the project;

In carrying out the Works the Contractor must ensure that:

- a) it complies with all aspects of the National Code of Practice for the Construction Industry and for all subcontractors and consultants associated with the project to comply;
- b) it complies with all government policy relevant to the carrying out of the Works;
- c) the Works and all materials comply with all relevant Australian Standards; and
- d) it reports any dispute that may impact on project costs or timelines to DHA.

5 FREEDOM OF INFORMATION

The *Freedom of Information Act 1982 (Cth)* ('FOI Act') gives members of the public rights of access to official documents of DHA and its agencies. The FOI Act extends, as far as possible, rights to access information (generally documents) in the possession of DHA, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

The Contractor acknowledges that DHA requirements and policies will require certain identifying details of the Contract to be made available to the public via the internet.

Where DHA has received an FOI request for access to a document created by, or in the possession of the Contractor or its subcontractors that relates to the Contract, the Contractor must promptly provide the document to DHA, on request, at no cost.

6 DHA RECORDS AND ARCHIVES ACT 1983 REQUIREMENTS

The Contractor must not transfer, or permit the transfer of, custody or the ownership of any DHA record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of DHA.

7 OTHER POLICIES AND LEGISLATION

Consultants must also comply with policies, such as, work health and safety requirements and industry development policies or any policies as notified by DHA