

Item [x] Services and Works to be Phased

2[x].1 Definitions

- .1 **Clause 79** (Definitions) of the General Conditions of Contract, is amended to include the following additional defined terms:

Cost Plan	<p>A cost plan for the <i>Phase 2 Requirements</i>, including:</p> <ol style="list-style-type: none">(1) identification in detail of all work required for, and all risks which could be encountered in, <i>Completion</i> of the Works which a prudent, competent and experienced contractor would anticipate and provide for in its cost plan for the Works;(2) a cost analysis in respect of each part of the Works;(3) the proposed <i>Phase 2 Fee</i> including detailed breakdown against each <i>Phase 2 Milestone</i>;(4) all such other matters as the Principal requires in writing.
Date for Phase 1 Completion	<p>The date that all <i>Phase 1 Requirements</i> must be delivered.</p>
Date for Phase 2 Agreement	<p>[INSERT date. This is the date on which the parties are required to have agreed all matters in order to progress to Phase 2. All Phase 1 Milestones will have been required to be completed prior to this date, and sufficient time should be allowed for negotiation and settling of the Phase 2 Contract Information].</p>
Initial Phase 2 Fee Proposal	<p>[INSERT amount which is the initial lump sum amount for Phase 2 – information to be provided by tenderer].</p>
Phase 1	<p>The period during which the Contractor must undertake and deliver the <i>Phase 1 Requirements</i>, being the period from the <i>Date of Contract</i> until the <i>Date for Phase 1 Completion</i>.</p>
Phase 2	<p>The period during which the Contractor must undertake and deliver the <i>Phase 2 Requirements</i>, being from the <i>Phase 2 Commencement Date</i> until the <i>Date for Completion</i>.</p>
Phase 2 Agreement	<p>Means:</p> <ol style="list-style-type: none">(1) the Contractor has submitted a <i>Cost Plan</i> which has not been rejected;(2) the Contractor has submitted an updated <i>Contract Program</i> for <i>Phase 2</i> which has not been rejected;(3) the <i>Phase 1 Milestones</i> have been achieved, including finalisation of any <i>Design</i> required in <i>Phase 1</i>;(4) the <i>Phase 2 Contract Information</i> has been agreed; and(5) the Contractor has otherwise complied with all of its obligations under the Contract to the extent

applicable for the *Date of Phase 2 Agreement*.

Phase 2 Commencement Date	Is the date the last party executes the <i>Phase 2 Contract Information</i> and, for the purposes of this Contract is the Date of Contract for Phase 2.
Phase 2 Contract Information	Is, at the Date of Contract, the schedule annexed to the Special Conditions to be completed prior to the <i>Date for Phase 2 Agreement</i> and in <i>Phase 2</i> (if any), and on and from the <i>Phase 2 Commencement Date</i> is the completed and agreed Contract Information for the Phase 2 contract.
Phase 1 Fee	\$ [INSERT amount payable as a lump sum with respect to the first phase of the project] GST inclusive.
Phase 2 Fee	The <i>Initial Phase 2 Fee Proposal</i> , as adjusted under Item 2[X].4.1 and set out in the <i>Phase 2 Contract Information</i> .
Phase 1 Milestones	[Insert all Milestones to be completed during Phase 1 and the relevant date for completion. Replicate the Phase 1 works milestones set out in Item 13 of the <i>Phase 1 Contract Information</i> . Note that to the extent you require other targets or objectives that are not Works elements, those can be included as “Phase 1 Requirements” in the below definition. For example, design milestones, or the achievement of DA approval may be relevant objectives that must be completed during Phase 1 as “Phase 1 Requirements”]

Milestone 1

Description of
Milestone:

»

Time period for
possession of the Site
is:

»

Time period for
Completion is:

» weeks from »

Milestone 2

Description of
Milestone:

»

Time period for
possession of the Site
is:

»

Time period for
Completion is:

» weeks from »

Milestone 3

Description of
Milestone:

»

Time period for
possession of the Site
is:

»

Time period for
Completion is:

» weeks from »

Phase 2 Milestones

as at the Date of Contract (Phase 1) are: [INSERT initial construction milestones to be completed in Phase 2 including date for completion. Replicate the Phase 2 works milestones set out in Item 13 of the *Phase 1 Contract Information*. Note that to the extent you require other targets or objectives that are not Works elements, those can be included as “Phase 2 Requirements” in the below definition. For example, design milestones may be relevant objectives that must be completed by the end of Phase 2]

Milestone 1

Description of
Milestone:

»

Time period for
possession of the Site
is:

»

Time period for
Completion is:

» weeks from »

Milestone 2

Description of
Milestone:

»

Time period for
possession of the Site
is:

»

Time period for
Completion is:

» weeks from »

Milestone 3

Description of
Milestone:

»

Time period for possession of the Site is:

»

Time period for *Completion* is:

» weeks from »

Phase 1 Requirements

The following requirements:

- (1) The *Phase 1 Milestones*;
- (2) [insert ANYTHING ELSE that is not covered by a specified Milestone, but HAS to be done before phase 2 can start – eg particular design stages, obtaining building approval, or development approval, etc.];
- (3) ..
- (4) ..,

together with all other services or Works expressly or by implication to be provided in *Phase 1*.

Phase 2 Requirements

The following requirements:

- (1) The *Phase 2 Milestones*;
- (2) [insert list of other works and services that are to be completed within this Phase and which are not required to be obtained prior to the end of Phase 1 eg particular design stages, obtaining building approval, or development approval, etc.];
- (3) ..
- (4) ...,

together with all construction and associated activities required to achieve *Completion*.

2[x].2 Two Phase contract

- .1 The Contractor acknowledges and agrees that the Contract is divided into two distinct phases, being *Phase 1* and *Phase 2*.
- .2 Before the end of *Phase 1* the Principal may elect not to proceed with the Contractor to *Phase 2* if:
 - (a) it is not satisfied with the *Design* development, program, *Cost Plan* or other *Contractor's Documents* prepared by the Contractor during *Phase 1*;
 - (b) it is not satisfied with the Works (if any) undertaken by the Contractor during *Phase 1* (including in relation to quality, incidence of *Defects*, or timeliness);
 - (c) the Contractor has not demonstrated that it will absolutely comply with the *Policies*;

- (d) the *Phase 1 Milestones* are not achieved by the required dates for completion;
- (e) the Principal does not agree with the adjustment to the fees for *Phase 2* proposed by the Contractor;
- (f) the Principal does not obtain any necessary approvals (including funding approval);
- (g) the *Phase 2 Contract Information* has not been agreed;
- (h) the Contractor otherwise fails to perform all of the Contractor's *Phase 1* obligations in accordance with the Contract; or
- (i) the requirements for *Phase 2 Agreement* have otherwise not been met by the *Date for Phase 2 Agreement*.

.3 The Contractor acknowledges and agrees that the purpose of this division is to:

- (a) enable the parties to confirm the scope, design, cost and program of Works for *Phase 2* prior to the commencement of that phase;
- (b) enable the Principal to ascertain (in its sole and absolute discretion) whether it will maximise value for money for the Principal by having the Contractor proceed with *Phase 2*;
- (c) allow for various Directorate, government and parliamentary approvals, including funding approvals, required for the *Phase 2 Works*; and
- (d) give the Principal an opportunity to establish whether it is satisfied (in its sole and absolute discretion) with the performance of the Contractor before proceeding from one phase to another phase.

.4 If the conditions for *Phase 2 Agreement* are met and the Principal is satisfied with the matters outlined in **Item 2[x].2.2**, the Principal will notify the Contractor in writing and:

- (a) the parties must, within 7 days of the date of that notification, execute the *Phase 2 Contract Information*; and
- (b) on execution of the *Phase 2 Contract Information*, the parties will immediately be deemed to have entered into a new contract on the same terms and conditions as this Contract as amended by the *Phase 2 Contract Particulars* and from that point in time references to "Contract" will be references to that new contract on those amended terms, under which the Contractor will complete (to the extent not completed in *Phase 1*) *Design* and construction of the Works;
- (c) the Contractor must immediately after the execution of the *Phase 2 Contract Information*, commence the *Phase 2 Requirements*.

.5 If the conditions for *Phase 2 Agreement* are not met or the Principal is not satisfied with the matters outlined in **Item 2[x].2.2**, the Principal will notify the Contractor in writing, and may:

- (a) direct that it will not proceed with the Contractor for *Phase 2*;
 - (b) proceed to have the *Phase 2 Works* executed:
 - (i) by a third party, including any of the other tenderers which lodged a tender for the Works (whether on the terms of that tender or otherwise as negotiated) without being obliged to carry out further tender processes; and
 - (ii) using the *Contractor's Documents* prepared and the Subcontractors engaged by the Contractor in *Phase 1*; or
 - (c) elect (in its absolute discretion) to waive the satisfaction of one or more conditions required for *Phase 2 Agreement*;
 - (d) elect (in its absolute discretion) to allow one or more *Phase 1 Requirements* to be removed from the scope of *Phase 1* and be included in the scope of *Phase 2*; or
 - (e) unilaterally extend a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement*.
- .6 If the Principal issues a notice under **Item 2[x].2.5(a)**, then:
- (a) the Contractor will:
 - (i) have no entitlement to perform the *Phase 2 Works* or other *Phase 2 Requirements*;
 - (ii) be entitled to payment of the *Phase 1 Fee* due and payable for work completed in accordance with the Contract before the date of issue of the notice (and subject to any previous payments, *Prepayments*, and any deductions, set offs or retentions including under clauses 59, 60 or 63); and
 - (iii) not be entitled to payment of the *Phase 2 Fee* or to make any *Claim* (to the extent permitted by law) against the Principal arising out of or in any way in connection with the relevant notice, the Contract or the Works other than for the amount payable under **subparagraph (ii)**; and
 - (b) the Contractor must:
 - (i) if and when requested by the Principal, immediately hand over to the Principal copies (or, where required by the Principal's Authorised Person, originals) of all *Contractor's Documents* to the date of issue of the relevant notice (whether complete or not) in hard copy and in an electronic form capable of manipulation by the Principal;
 - (ii) immediately take all steps to novate to the Principal any of the subconsultants required by the Principal's Authorised Person to be novated; and
 - (iii) co-operate with the Principal and any third parties required by the Principal's Authorised Person and take all other steps necessary to ensure

that the Principal is able to re-tender or otherwise procure the performance of any uncompleted *Phase 1 Requirements* and the *Phase 2 Requirements* (without any obligation on the Principal to do so).

2[x].3 Phase 1

- .1 During *Phase 1*, the Contractor must progressively complete the *Phase 1 Requirements* and otherwise take all possible steps to achieve *Phase 2 Agreement* before the *Date for Phase 2 Agreement*, including:
 - (a) achieving the *Phase 1 Milestones* by the *Phase 1 Milestone* dates;
 - (b) preparation and agreement of the *Phase 2 Contract Information*;
 - (c) preparation of the *Cost Plan*;
 - (d) compliance with all of its other obligations under the Contract with respect to *Phase 1*; and
 - (e) co-operate with the Principal, the Principal's Authorised Person and all other people nominated by the Principal's Authorised Person for the purpose of subparagraphs (a) – (d).
- .2 The Principal may, in its absolute discretion, at any time and from time to time by written notice to the Contractor, unilaterally extend a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement*.
- .3 Neither an extension of a date for completion of a *Phase 1 Milestone* or the *Date for Phase 2 Agreement* under **subparagraph .2**, nor the issue of a notice under **Item 2[x].2.5** will limit or affect the Contractor's obligations or liabilities under this Contract or prejudice the Principal's right to exercise any right or remedy (including recovery of damages, whether while electing to keep the Contract on foot or after termination) which it may have where the Contractor breaches the Contract, whether under the Contract or otherwise according to law, or entitle the Contractor to bring a *Claim* against the Principal.
- .4 No act or omission of the Principal, its employees, agents or contractors (other than the Contractor) which prevents *Phase 2 Agreement* being achieved by the *Date for Phase 2 Agreement* (including but not limited to any delay in approving, reviewing, finalising or agreeing any matter) will entitle the Contractor to bring any *Claim* against the Principal or limit or affect any right of the Principal including any right to elect not to proceed with the Contractor to deliver the Works.

2[x].4 Finalising the Cost Plan

- .1 It is acknowledged that during *Phase 1* the Contractor will progressively develop and complete the *Phase 1 Milestones*.
- .2 To the extent the *Phase 1 Milestones* includes *Design* development:
 - .1 clause 39 of the Contract applies; and

- .2 the Principal will, or may instruct the Contractor to, maintain a register (**ScopeChange Register**) of all changes to the Principal's Documents and/or the Contractor's original tendered design (**Scope Change**) agreed or instructed by the Principal during *Design* development for the *Phase 2 Works*.
- .3 A Scope Change:
 - .1 does not include any item that should reasonably have been anticipated at the Date of Contract as required or necessary for the Works; and
 - .2 are not *Variations* of the *Phase 1 Contract*.
- .4 The Scope Change Register will include a summary description of the change item with cross references to associated documents, the cost or saving as against the *Initial Phase 2 Fee Proposal*, any associated *Phase 2 Contract Program* changes, the date of agreement to the Scope Change by the Principal.
- .5 The Contractor must submit its price for any Scope Change proposed or instructed within 10 days of a request to do so by the Principal.
- .6 The parties must endeavour to agree on the value and effect on time for any Scope Change. Failing agreement on value or time, either may request the Valuer to decide.
- .7 The Contractor must progressively update the Cost Plan to reflect the Scope Change Register.
- 7. No later than the *Date for Phase 2 Agreement* the Contractor must confirm the final proposed *Phase 2 Fee*, as set out in the most recent Cost Plan that incorporates the cost of all items in the Scope Change Register and no other costs unless specifically agreed in writing by the Principal.
- .8 If agreement of the *Phase 2 Fee* is not reached by the *Date for Phase 2 Agreement* (for any reason) the Principal may (in its absolute discretion) elect to issue a notice under **Item 2[x].2.5**.
- .9 For the avoidance of doubt, the *Phase 2 Fee* will be the *Initial Phase 2 Fee Proposal* unless and to the extent the parties have agreed Scope Changes pursuant to the process in this **Item 2[x].4** (unless otherwise specifically agreed by the parties in writing)

2[x].5 Execution of Phase 2 Contract information

- .1 By no later than the *Date for Phase 2 Agreement* the parties must agree on all details to be included in the *Phase 2 Contract Information*.
- .2 If any amendments are required to the proposed *Phase 2 Contract Information* as a result of fulfilling any of the requirements for *Phase 2 Agreement* the Contractor must undertake genuine and good faith negotiations with the Principal to reach agreement on any such amendments.

2[x].6 Transition in and between phases (if any)

- .1 The Contractor acknowledges that:
 - (a) unless and until the parties execute the *Phase 2 Contract Information* the Contractor:

- (i) will have no entitlement to complete (to the extent not completed in *Phase 1*) the *Design* or construction of any part of the *Phase 2 Works* or otherwise perform any *Phase 2 Requirements*;
 - (ii) will have no entitlement to be paid the *Phase 2 Fee*;
 - (b) the splitting of the Works and services into two phases is solely for the benefit of the Principal, and the rights and obligations of the parties and functions of the Principal's Authorised Person are to be construed accordingly;
 - (c) as a result of the matters described in **Item 2[x].2.2**:
 - (i) there may not be a *Phase 2*;
 - (ii) even if there is a *Phase 2* the Contractor may not be engaged to carry out the *Phase 2 Requirements*; and
 - (iii) there may be periods of inactivity of various durations in and between *Phase 1* and *Phase 2* (and such periods do not constitute delay and do not entitle the Contractor to make any *Claim* in respect of such periods of inactivity or delay).
- .2 Notwithstanding **Item 2[x].6.1(c)(iii)**, the Contractor must ensure that, in and between *Phase 1* and *Phase 2* it retains appropriate, suitably qualified personnel available to perform the Works required by the Principal.

ANNEXURE TO SPECIAL CONDITION ITEM **[INSERT]**

PHASE 2 - CONTRACT INFORMATION AND DEED OF AGREEMENT

To be completed by the parties prior to the *Phase 2 Commencement Date*

Deed of Contract Agreement – Phase 2

Refer to clause 7 of the GC21 General Conditions of Contract

Date of Deed _____

SIGNED for and on behalf of
the Principal

)

)

)

)

)

Signature of Authorised Representative

in the presence of:

)

)

Print Name

Signature of Witness

Print Name of Witness

SIGNED for and on behalf of

)

)

)

)

)

)

)

)

Signature of Director

(Name of Contractor)

ACN: _____

Print Name

Signature of Director/Secretary

Print Name

Note:

Company: This form must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary.

Contract Information

The Contract Information is part of the Contract. Words and phrases are defined in clause 79.

Contract

Item

1 Contract name

The Contract name is:

»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE]

The Contract number is:

»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE]

2 Site

Defined in clause 79

The Site is:

»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE]

3 Description of the Works

Mentioned in clause 8

The Works are:

»

[Instructional note: By the end of Phase 1 the final Works description and extent of Works should be known.

Accordingly, this Item must reflect the final negotiated scope of works, and purpose of works, and may be different to the initial scope of works set out in the Phase 1 Contract Particulars.

Refer to GC21 clause 8 and to brief, drawings and other related documents that may be part of the Principal's Documents. This description is relevant

in defining the purpose of the Works and to establish fitness criteria for the purposes required by the Contract. For example the works may incorporate demolition work, asbestos removal, alterations to existing buildings, construction of new buildings. Obtain advice from the appropriate senior manager about the specific purposes to be included]

Principal's details

4 Principal

Defined in clause 79

The Principal is:

Australian Capital Territory, the body politic established by section 7 of the *Australian Capital Territory (Self Government) Act 1988* (Cth) represented by [INSERT Directorate/ Agency – eg Major Projects Canberra].

5 Principal's Authorised Person

Mentioned in clause 2

The *Principal's Authorised Person* is:

»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE]

6 Notices to the Principal

Mentioned in clause 11

Notices must go to the *Principal's Authorised Person* named above, at the address or number shown here.

Office address:
(for delivery by hand)

»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE]

»

»

»

Postal address:
(for delivery by post)

»[INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS THERE HAS
BEEN A SUBSEQUENT CHANGE]

»

»

»

e-mail address (general):

Address for payment claims:

Address for payment claims:

1. » Payment claims to be submitted through PMARS.
2. Payment Claims are to be made in favour of the represented Directorate of the Principal being the (insert the full name of the Directorate or Agency and their ABN as applicable) and are to be provided to the Principal's Authorised Person. Payment Claims are to be addressed as follows:
Directorate
Directorate Representative
Directorate Address

[Instructional note:

1. If a different electronic system or email address for Payment Claims is required from this default, delete the above and write the appropriate system or email. Seek advice from an appropriate senior manager prior to amending this email address.
2. Insert the name of the Directorate, their representative and all other information that the Directorate requires to be provided in the Payment Claim so that they are able to process the Payment Claim after assessment by the PAP.]

7 Principal's Senior executive

Mentioned in clauses 69 & 70

The Principal's senior
executive is:

»[INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS THERE HAS
BEEN A SUBSEQUENT CHANGE]

Office address:
(for delivery by hand)

»

»

»
»

Postal address:
(for delivery by post)

»
»
»
»

e-mail address:

»

Contractor's details

8 Contractor

The Contractor is:

[INSERT AS PER PHASE 1 CONTRACT
INFORMATION]

.....
.....
ACN.....
ABN

9 Contractor's Authorised Person

The *Contractor's Authorised
Person* is:

Mentioned in clause 2
[INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS THERE HAS
BEEN A SUBSEQUENT CHANGE]

.....

10 Notices to the Contractor

Mentioned in clause 11
Notices must go to the *Contractor's Authorised Person* named above, at the address or number
shown here.

Office address:
(for delivery by hand)

[INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS THERE HAS
BEEN A SUBSEQUENT CHANGE]

.....
.....

.....
.....

Postal address:
(for delivery by post)

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

e-mail address:

.....

11 Contractor's senior executive

Mentioned in clause 70

The Contractor's senior
executive is:

[INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS THERE HAS
BEEN A SUBSEQUENT CHANGE]

.....

Office address:
(for delivery by hand)

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

Postal address:
(for delivery by post)

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

e-mail address:

.....

Dates and times

12 Date of Contract

Defined in clause 79

The Date of Contract is:

Phase 1: the date specified in the *Letter of Award*, or if no date is specified, the date of the *Letter of Award*", applies if not filled in.

Phase 2 – The date the last party executes the Phase 2 Deed of Agreement.

13 Times for Site access and Completion

Site access: Mentioned in clause 34

Contractual Completion Date and Completion: Mentioned in clause 65

Time periods for Site access and for calculating *Contractual Completion Dates* are as shown.

Description		Time Period for giving Site access	Time Period for Completion
The whole of the Works: [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]		» days after the Date of Contract (14 days applies if item not filled in)	» weeks after the Date of Contract
•			
•			
•			
Milestone number	Description	Time Period for giving Site access	Time Period for Completion
1	»[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]	»	»
2	»	»	»
3	»	»	»
4	»	»	»
5	»	»	»

Statutory and Government requirements

14 Fees, charges and approvals

Mentioned in clause 12

Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]
("None obtained or paid by the Principal" applies if not filled in).

15 Compliance with ACT Government Guidelines and Policies

A - Work Health and Safety (WHS)

Mentioned in clause 15 and Schedule 17

Is the Contractor required to submit a WHS Management Plan in accordance with the *Work Health and Safety Regulation 2011*? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]
("Yes" applies if not filled in).

If required, the WHS Management Plan must be provided:

("not less than 14 days before starting work on the Site" applies if not filled in)

B – Not used

C - Quality Management

Mentioned in clause 15 and Schedule 18

Is the Contractor required to implement a certified Quality Management System? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]
("Yes" applies if not filled in).

Is the Contractor required to submit a Quality Management Plan? (Yes/No)

»
("Yes" applies if not filled in).

If required, the Quality Management Plan must be provided:

»
("before starting design or construction work in connection with the Contract" applies if not filled in).

D - Environmental Management

Mentioned in clause 15 and Schedule 16

Is the Contractor required to implement an accredited Environmental Management System? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]
("Yes" applies if not filled in).

Is the Contractor required to submit an Environmental Management Plan? (Yes/No)

»
("Yes" applies if not filled in).

If required, the Environmental Management Plan must be provided:

»
("at least 14 days before starting work on the Site" applies if not filled in).

E – Local industry participation

Do clauses 13.18 to 13.24 apply?

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION]
("Yes" applies if not filled in).

F Other Territory guidelines and policies

Other guidelines and policies that the Contractor must comply with:

» National Code of Practice for the Construction Industry; the Territory's WHS Active Certification Policy

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

16 Requirements for Commonwealth Funded projects

A - Building Code 2016

Mentioned in clause 13.1

Is the Contractor required to comply with the Building Code 2016?

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE IN THE COMMONWEALTH FUNDING STATUS OF THE PROJECT, IN WHICH CASE SEEK LEGAL ADVICE] (“No” applies if not filled in).

B - Australian Government Building and Construction OHS Accreditation Scheme

Mentioned in clause 17

Is the Contractor required to maintain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme?

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN A SUBSEQUENT CHANGE IN THE COMMONWEALTH FUNDING STATUS OF THE PROJECT, IN WHICH CASE SEEK LEGAL ADVICE] (“No” applies if not filled in)

17 Principal contractor

Mentioned in clause 16

Is the Contractor appointed as principal contractor? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(“Yes” applies if not filled in).

18 Working hours and working days

Mentioned in clause 18

Working hours and working days are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(“to comply with *Statutory Requirements*” applies if not filled in).

Not used

19 Not used

20 Not used

Insurance

21 Works insurance

Mentioned in clauses 27.1 & 27.2

The party responsible for effecting Works insurance is:

»
 (“the Principal” applies if not filled in).

If the Principal is responsible:

Minimum cover is:

\$» as set out in the *Policy*

Insurer:

Policy number:

Period of cover is:

»
 (“until *Completion*” applies if not filled in).

If the Contractor is responsible:

Minimum cover is:

\$»

Period of cover is:

»
("until release of the *Post Completion Undertaking*" applies if not filled in).

22 Public liability insurance

Mentioned in clauses 27.1 & 27.8

Principal:

Minimum cover is:

\$ See *Policy* for details.

Insurer:

Policy number:

Period of cover is:

Until *Completion*.

Contractor

Minimum cover is:

\$»
("\$20M in respect of each claim" applies if not filled in).

Period of cover is:

»
("until release of the *Post-Completion Undertaking* applies if not filled in).

23 Workers compensation insurance

Mentioned in clause 27.9

Minimum cover is:

as required by law.

Period of cover is:

as required by law.

24 Professional indemnity insurance

Mentioned in clause 27.9.2

Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No)

»
("Yes" applies if not filled in).

Minimum cover is:

»
(\$5million in respect of each claim and in the annual aggregate applies if not filled in).

Period of cover is:

until issue of the *Final Payment Schedule*.

25 Marine liability insurance

Mentioned in clause 27.9.3

Minimum cover is:

\$5 million for any one occurrence.

Period of cover is:

the whole of the period of use of waterborne craft of 8 or more metres in length on work in connection with the Contract.

Contract Documents

26 Other Contract Documents

Mentioned in clause 7.1.5

Other *Contract Documents* (not listed in clause 7) are:

1. the *Letter of Award*, and any formal agreement or deed constituting the Contract; and
2. the following written communications between the parties:
 - »
 -
3. Request for tender for the Works
4. Addenda issued under the request for tender
5. Labour Relations Training Workplace Employment Plan submitted with the tender (as updated from time to time).

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, AND ANY OTHER DOCUMENTS WHICH NEED TO BE INCORPORATED INTO THE PHASE 2 CONTRACT BY REFERENCE]

Principal's Documents

27 Copies of Principal's Documents

Mentioned in clause 7.4

The number of copies of the *Principal's Documents* to be provided to the Contractor is:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("1 electronic copy" applies if not filled in).

27A Adopting the Principal's Documents

Mentioned in clause 39.11

Is the Contractor required to adopt the *Principal's Documents*?:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("no" applies if not filled in).

Contractor's Documents

28 Copies of Contractor's Documents

Mentioned in clause 40.1

The number of copies of the *Contractor's Documents* to be provided to the Principal is:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("1 electronic copy in a format acceptable to the Principal" applies if not filled in).

Subcontract work

29 Use of GC21 Subcontract

Mentioned in clause 28.4

The Subcontract value requiring use of the GC21 subcontract as set out in

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

Schedule 9 (Subcontract requirements) is:

\$200,000.00.

30 Payment period for Subcontracts

Mentioned in clause 28.4.2

The maximum period before payment, for Subcontracts less than the value stated in Contract Information item 29, is:

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

30 Business Days.

31 Preferred Subcontractors

Mentioned in clause 29.3

The *Preferred Subcontractors* referred to in clause 29 are:

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS THERE HAS BEEN ANY UPDATES NOTIFIED TO THE CONTRACTOR]

Class of work

Subcontractors

»

(“Not applicable” applies if not filled in).

32 Subcontractor’s warranty

Mentioned in clause 30.1

Trades or areas of work requiring a Subcontractor’s warranty are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

Lifts 15

ICT equipment 15

Data and Communications 15

as per
manufacturer's warranty

Audio Visual 10

Electrical fixtures 15

Electrical switchboards 5

Light fittings 15

Electrical, Fire and Mechanical Control Panels 15

External lighting fixtures and poles	15
Mechanical Services Equipment	15
Mechanical Services Ductwork	20
Mechanical Services Pipework	20
Fire Protection Systems	15
Security equipment	15
Sanitary Fittings and Fixtures	as per manufacturer's warranty
Hydraulic fixtures & pumps	15
Rainwater tanks	15
UPS units	10
Hydrotherapy Pool and Associated Equipment	10
Medical Gasses Equipment	10
Nurse Call Equipment	10
Structural Steel	25
Concrete Structure	25
Expansion joint systems	10
Metalwork	10
Roof	
Sheeting/flashings/access panels	20
Facade	20
Doors and Door hardware	15
Roller doors	15
Waterproofing	15
Suspended Ceilings Grid	10
Suspended Ceilings Panels	5
Internal Partitions	10
Joinery	5
Painting	5
In-ground irrigation	5
Resilient Finishes	5
Carpet	5
Floor and Wall Tiling	5
Entry Mats	as per manufacturer's warranty
Windows	10
Window Furnishings	2

FF&E	as per manufacturer's warranty
Ceiling Mounted Hoists	as per manufacturer's warranty
Signage	5
Line marking	5
("Not required" applies if not filled in).	

Undertakings

33 Completion Undertaking

The amount of the
Completion Undertaking is:

Mentioned in clause 33.1

» [INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS ANY
AMENDMENTS TO THIS ITEM HAVE
BEEN NEGOTIATED]

("4% of the *Contract Price* at the
Date of Contract for the first \$10
million plus 2% of any amount
over \$10 million" applies if not
filled in).

Will the Principal consider a
proportion of the *Completion
Undertaking* to be reduced on
the *Completion* of a
Milestone?

Mentioned in clause 33.5

» Yes/No
[If yes, specify whether this will be
considered in relation to all
Milestones or only specified
milestones]
("Yes, for all *Milestones*" applies if
not filled in).

Will the Principal consider a
proportion of the *Completion
Undertaking* to be reduced
on the Principal's early use
or occupation of the *Works*?

Mentioned in clause 33.5

» Yes/No
("Yes" applies if not filled in).

34 Post-Completion Undertaking

The Amount of *Post-
Completion Undertaking* is:

Mentioned in clause 33.1

» [INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS ANY

AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("1% of the *Contract Price* at the Date of Contract" applies if not filled in).

35 Return of Post-Completion Undertaking

Mentioned in clause 33.3.2

The period at the end of which the *Post-Completion Undertaking* must be returned is:

» months.
("12 months" applies if not filled in).

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

Site information

36 Site information

Mentioned in clause 36

Information contained in the documents identified in Contract Information items 36A and 36B does not form part of the Contract.

A - Documents not guaranteed for completeness

Documents not guaranteed for completeness are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, AND ANY OTHER DOCUMENTS THAT DO NOT FORM PART OF THE CONTRACT BUT WHICH WERE GIVEN TO THE CONTRACTOR FOR INFORMATION PRIOR TO PHASE 2, which are not guaranteed for completeness.]

B - Documents not guaranteed for accuracy, quality or completeness

Documents not guaranteed for accuracy, quality or completeness are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, AND ANY OTHER DOCUMENTS THAT DO NOT FORM PART OF THE CONTRACT BUT WHICH WERE GIVEN TO THE CONTRACTOR FOR

INFORMATION PRIOR TO PHASE 2,
which are not guaranteed for accuracy,
quality or completeness.]

37 Site Conditions

Mentioned in clause 37.2

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions* other than carrying out *Variations* instructed by the Principal? (Yes/No)

» **[[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]]**

(“No” applies if not filled in).

Design and documentation

38 Scope of design activities

A - Design by the Contractor

Mentioned in clause 39

- .1 Items and components of the Works for which the Contractor is responsible for developing the preliminary design provided by the Principal (clause 39.1.2):

» **[[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]]**

(“no items identified” applies if not filled in).

- .2 Items and components of the Works which the Contractor must fully design (clause 39.1.3):

»
(“no items identified” applies if not filled in).

- .3 Items, services and components of the Works in respect of which the Contractor may depart from the design provided by the Principal (clause 39.7):

»
(“no items identified” applies if not filled in).

Does the National
Construction Code apply?
(Yes/No)

»
("Yes" applies if not filled in).

Innovation

39 Innovation

Mentioned in clause 41.5

The percentage of financial
benefit to be allocated to the
Contractor is:

» [INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS ANY
AMENDMENTS TO THIS ITEM HAVE
BEEN NEGOTIATED]

("100%" applies if not filled in).

Payments

40 Contract Price at the Date of Contract

Mentioned in clauses 55.1 and 55.3

The *Contract Price* at the Date
of Contract is:

the lump sum of \$[INSERT] (GST
incl) comprising the *Phase 1 Fee* being
\$[INSERT] (GST incl) and the *Phase 2 Fee*
being \$[INSERT] (GST incl)

[Note, the Phase 2 Fee is confirmed for
Phase 2 prior to executing these Phase
2 Contract Information, and accordingly
this Item can now be completed with
the final agreed lump sum fee for the
whole of the Works. If the Phase 1 Fee
has changed, as a result of Variations or
otherwise during Phase 1, the updated
Phase 1 Fee can now be specified]

Basis of payment

The basis of payment is:

» [INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS ANY

(Lump sum / *Schedule of Rates* / Lump sum with *Rate Items*)

AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

41 Rise or fall adjustments

Mentioned in clause 55.2

Are rise or fall adjustments applicable to the Contract (excluding *Daywork*)? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("No" applies if not filled in).

42 Provisional Sums

Mentioned in clause 55.4

Provisional Sum items referred to in clause 55.4 are:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("Not applicable" applies if not filled in).

43 Provisional Sum margin

Mentioned in clause 55.4

The *Provisional Sum* margin includes profit and off site overheads:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("and on site overheads including attendance and administration" applies if not filled in).

The *Provisional Sum* margin is:

»
("10%" applies if not filled in).

44 Contractor's Margin

Mentioned in clauses 47 and 79

The *Contractor's Margin* includes profit and off site overheads:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(“and on site overheads including attendance and administration” applies if not filled in).

The percentage for *Contractor's Margin* is:

»
 (“10%” applies if not filled in).

45 Amount of Prepayment

Mentioned in clause 57.1.1

The amount of *Prepayment* is:

\$ » [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(“10% of the *Contract Price* at the Date of Contract” applies if not filled in).

46 Payment date and method

A - Date for Payment Claims

Mentioned in clause 58.1

The date in the month for making *Payment Claims* is:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(“the first *Business Day* of each calendar month” applies if not filled in).

B - Method of payment

Mentioned in clause 58.2

Milestones for which payment will not be made until after they reach *Completion*:

[INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

Milestone »
Milestone »
("Not applicable" applies if not filled in).

47 Completion Amount

Mentioned in clause 60

The *Completion Amount* is:

\$ » [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

(" \$ NIL" applies if not filled in).

The *Completion Amount* is payable after:
(*Completion* of the whole of the Works/*Completion* of *Milestone »*)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("Completion of the whole of the Works" applies if not filled in).

Will the Principal consider a proportion of the *Completion Amount* to be reduced on the *Completion* of a *Milestone*?

» Yes/No
[If yes, specify whether this will be considered in relation to all *Milestones* or only specified milestones]
("Yes, for all *Milestones*" applies if not filled in).

Will the Principal consider a proportion of the *Completion Amount* to be reduced on the Principal's early use or occupation of part or the whole of the *Works*?

» Yes/No
("Yes" applies if not filled in).

48 Interest on late payments

Mentioned in clause 62

The rate of interest per annum is:

For the Principal –

» as determined in accordance with section 45 of the *Government Procurement Act 2001* (ACT)

For the Contractor –

»
("8%" applies if not filled in).

Delay costs

49 Delay costs and liquidated damages

Mentioned in clauses 34 & 51

A1 - Delay costs for delay in access to the Site

The rate in item 49A1 applies only if the Principal fails to give initial access to the Site as required by clause 34. The rate does not apply where the Principal fails to give Site access for a Milestone by the required time, unless that Milestone is the first to proceed after the Contractor has established on the Site.

The rate per day for delay costs due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is:

\$ » [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("No delay costs payable" applies if not filled in)

A2 - Delay costs for delay other than in access to the Site

The rate or rates in item 49A2 apply when the rate in item 49A1 is not applicable, in accordance with clause 51.

The rate per day for delay costs payable when *Completion* of the whole of the Works is delayed is:

\$ » [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("No delay costs payable" applies if not filled in)

The rates per day for delay costs payable when there are delays to *Completion* of *Milestones** are:

Milestone 1: \$ »
Milestone 2: \$ »
Milestone 3: \$ »
("No delay costs payable" applies if not filled in)

**The rate for each Milestone is separate and distinct from the others.*

B - Liquidated damages

Mentioned in clauses 51.8 and 51.9

Do liquidated damages apply to this Contract? (Yes/No)

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("No" applies if not filled in. If "No" applies, the Principal reserves its rights to claim general damages if the Contractor fails to achieve *Completion* by the relevant *Contractual Completion Date*).

The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for *Milestones* and is:

\$ »
("Not applicable" applies if not filled in).

The rates per day for liquidated damages for *Milestones** are:

Milestone 1: \$ »
Milestone 2: \$ »
Milestone 3: \$ »
("Not applicable" applies if not filled in).

**The rate for each Milestone is separate and distinct from the others.*

Engagement of Valuer

50 Engagement of Valuer

A - Engagement of Valuer

Must a Valuer be engaged?
(Yes/No)

Mentioned in clause 35

» [INSERT AS PER PHASE 1 CONTRACT
INFORMATION, UNLESS ANY
AMENDMENTS TO THIS ITEM HAVE
BEEN NEGOTIATED]

(“Yes” applies if not filled in).

B - Person to select the Valuer

Mentioned in clause 35

The person is:

» National President
Australian Institute of Quantity
Surveyors
Level 6, 65 York Street
Sydney NSW 2000

Telephone number:

» Telephone (02) 9262 1822

The person is:

» Canberra President
Engineers Australia - Canberra
Division
11 National Circuit
Barton ACT 2600

Telephone number:

» Telephone (02) 6270 6555

C - Litigation Threshold

Mentioned in clause 35

The threshold amount for litigation following a Valuer's determination is:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("\$100,000" applies if not filled in).

Expert Determination

51 Time to refer Issue to Expert Determination

Mentioned in clause 70

The time within which either party may refer an *Issue* to *Expert Determination* is:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, UNLESS ANY AMENDMENTS TO THIS ITEM HAVE BEEN NEGOTIATED]

("28 days after becoming entitled under clause 70.2" applies if not filled in).

52 Expert Determination representative

Mentioned in clause 71

The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is:

» Chief Project Officer, Major Projects Canberra.

("the Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise" applies if not filled in).

Office address:
(for delivery by hand)

» Major Projects Canberra
Level 2
Nature Conservation House
Corner Belconnen Way and Emu Bank

Belconnen ACT 2617
("as shown in Contract
Information item 7" applies if not
filled in).

Postal address:
(for delivery by post)

» Major Projects Canberra
GPO Box 158
Canberra City ACT 2601
("as shown in Contract Information
item 7" applies if not filled in).

e-mail address:

» mpccontracts@act.gov.au

("as shown in Contract
Information item 7" applies if not
filled in).

53 Person to nominate an Expert

The person is:

Mentioned in clause 71
Chief Executive Officer
Australian Disputes Centre
Level 16
1 Castlereagh Street
Sydney NSW 2000

Telephone number:

(02) 9239 0700

54 Threshold amount for litigation

The threshold amount for
litigation following an *Expert's*
determination is:

Mentioned in clause 71
\$500,000.

Confidential Text

55 Confidential Text

Mentioned in clause 19.7

Confidential Text:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, AND ANY UPDATED AGREED CONFIDENTIAL TEXT, INCLUDING IN THIS CONTRACT INFORMATION for PHASE 2]

("Not used" applies if not filled in).

56 Ground for confidentiality of Confidential Text

Mentioned in clause 19.8

Grounds for confidentiality of
Confidential Text:

» [INSERT AS PER PHASE 1 CONTRACT INFORMATION, AND ANY UPDATED AGREED CONFIDENTIAL TEXT, INCLUDING IN THIS CONTRACT INFORMATION for PHASE 2]

("Not used" applies if not filled in).

