

Basic Parameters: -

16/12/75 ①

Loan Applicants: -

John Kelly
Phil Mehan

2/3 Statutory Requirements: -

John Batty
[James (John)]

lower of value or cost

Value vs Cost: - Value is 10% > cost
How can it be greater?

Notional value is only meaningful when project is completed.

Builder Invoice: -

2,647
2,674

Demonstration of Partnership

Lease: - form of lease is settled
survey is required

Selling - 20 units are not sold.

① Want to see evidence of funding of the difference, & would agree to reign if 2nd mortgage

② Site lease

③ Contract - between us & members - changes to be made

16/12/75

②

④ contract business to Mowbray.
required.

to get Board to approve amount of
the loan 6th January

Fresh Cash Flow - required.

including new 2nd Mortgage
arrangements.

Loans

MBA of ACI

Peter Bvents

17/12/25

Cost Index - labor + material



annual wages to 6 classifications
loaded average wage rate

66-67 base year



average hydro + Melb house index

ABS-9.9 - two month lag on receipt. left figures are counted by as November figure.

40 % labor
60 % materials

PUT ⁷⁴ - ⁷⁵ Sept - Sept 12%

Nov '74

Nov 75

223.68

July 242.86

252.71

225.78

244.11

12.98%

227.26

250.91

228.52

Oct 251.99

235.03 ←

252.71

236.23

7 1/2 %

241.08

CPPI 15%

from 246.49

Wage Index

Feb
May
Sept
Dec.

House Cost Escalation
ROBATH WORKS

12/12/75

Outstanding Building Costs

\$ 2.3m

Duration of Building

13 months

Inflation actual /

13% @ 1% / month

First house completed

7 months

@ 7% value

$$7\% \times \frac{2.3}{2.75} \times 44000$$

$$= \$ 2900$$

Last house completed

13 months

@ 13% value

$$13 \times \frac{2.3}{2.75} \times 44000$$

$$= \$ 4600$$

$$\text{Average} = \underline{\underline{\$ 3750}}$$

NOTE:

Figures may be increased by

(i) poor estimates

(ii) increased time of project (eg ^{interest} charges).

Figures may be decreased by

(i) identifying further savings

(ii) low building costs ^{increases} than expected from inflation.

BARRY WEBB & ASSOCIATES
Consulting Electrical Engineers

33 Alexandra Street
Hunters Hill NSW 2110
Australia

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January 13, 1976

The Manager
Barker & Taylor Pty Ltd
729 - 731 Elizabeth Street
ZETLAND NSW 2017

Attention: Mr I D Thain

Dear Sir,

Reference: Urambi Co-Operative Community Advancement Society -
Electrical Services Tender

With reference to your letter dated December 18, 1975, the abovementioned tender was specified to be based on the alternative formula for rise and fall adjustments in accordance with the Electrical Contractors Association of New South Wales, which would include the official schedule of variations to the electricians, state award published periodically by the Association.

At this stage we cannot reconcile the figures indicated in your letter and we therefore provide the basis used in our calculations.

The wage rates as published by ECA are as follows:

<u>Operative Date</u>	<u>Prior to Closing</u>	<u>Latest Published</u>
	<u>Date of Tender</u>	<u>Rate</u>
	<u>15/5/75</u>	<u>23/9/75</u>
	<u>Rate</u>	<u>Rate</u>
Base Rate	\$120.30	\$124.50
Lic. Allow.	\$ 6.30	\$ 6.50
Const. Allow.	\$ 6.40	\$ 6.40
Spec. Allow.	\$ 9.60	\$ 9.60
Tool Allow.	\$ 1.50	\$ 9.60
Fares Allow.	\$ 7.00	\$ 7.00
Trav. Time Allow.	\$ 11.60	\$ 11.95
Gross	<u>\$162.70</u>	<u>\$167.95</u>

Page Two.

A.	Original Tender	\$45,954.00
	Less P C and Contingency	<u>\$ 2,000.00</u>
	Amount Subject to Rise and Fall	\$43,954.00

ECA of New South Wales alternate formula 0.08% per 10 cents increase to award rate for electricians.

B. New tender price in accordance with schedule published by ECA.

Wage Prior to Date of Tender	\$	162.70
Latest Published Rate	\$	167.95
Wage Increase	\$	5.25

Percentage Increase	$0.08 \times 52.5 = 4.2\%$
Price Increase	$\$43,954 \times 0.042 = \$ 1,846.07$
Original Tender Price	<u>\$45,954.00</u>
New Tender Price	\$47,800.07


C. Tender price as per your letter dated December 18, 1975

Wage at date of tender	\$	137.10
Wage at current rate	\$	159.60
Wage Increase	\$	22.50

Percentage increase	$0.08 \times 222 = 18\%$
Price increase	$\$43,954 \times 0.18 = \$ 7,911.72$
Original tender price	<u>\$45,954.00</u>
Total	\$53,865.72

Would you please comment of the abovementioned rates and prices at your earliest convenience.

Yours sincerely,



Barry Webb

SITE HANDOVER SCHEDULE

<u>BLOCK</u>		<u>DATE</u>
J	39, 40, 41, 42, 43	30.1.76
H	33, 34, 35, 36, 37, 38	30.1.76
G	28, 29, 30, 31, 32	30.1.76
F	22, 23, 24, 25, 26, 27	20.2.76
E	19, 20, 21	20.2.76
D	15, 16, 17, 18	20.2.76
A	1, 2, 3, 4, 5	12.3.76
K	44, 45, 46, 47, 48, 49, 50, 51, 52	12.3.76
L	53, 54, 55, 56, 57, 58, 59	12.3.76
B	6, 7, 8, 9	31.3.76
C	10, 11, 12, 13, 14	31.3.76
M	60, 61, 62, 63, 64, 65, 72	31.3.76
N	66, 67, 68, 69, 70, 71	31.3.76
Community Centre		30.1.76

Carports to run concurrently with adjoining blocks

DATED

1976

ARTICLES OF AGREEMENT

and

CONDITIONS

of

BUILDING CONTRACT

between

URAMBI CO-OPERATIVE COMMUNITY
ADVANCEMENT SOCIETY LIMITED

Proprietor

and

STOCKS & HOLDINGS (CANBERRA)
PTY. LTD.

Master Builder

ARTICLES OF AGREEMENT made the _____ day of 1976 BETWEEN URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LIMITED whose registered office os C/- Abbott Tout Creer & Wilkinson, Solicitors, 1st Floor, N.R.M.A. House, 92-96 Northbourne Avenue, Canberra City in the Australian Capital Territory (hereinafter called "the Proprietor") of the one part AND STOCKS & HOLDINGS (CANBERRA) PTY. LTD. whose registered office is 1st Floor, Una Porter Centre, 131-141 Alinga Street, Canberra City in the said Territory (hereinafter called "the Master Builder") of the other part. WHEREAS the Proprietor desires to have executed and completed certain building work, particulars whereof are set forth hereunder :

PARTICULARS OF WORKS

DESCRIPTION: 72 town house project and associated building works.

DRAWINGS AND SPECIFICATIONS:

Drawings and Specifications prepared by Michael Dysart & Associates Pty. Ltd., and signed by the parties hereto for identification.

PARTICULARS OF LAND

Section 149, Division of Kambah in the Australian Capital Territory.

SOURCES OF PROPRIETOR'S FINANCE

Contract sum : As herein provided.

AND WHEREAS the said Drawings and the said Specification have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED:

1. _____ For the consideration hereinafter mentioned the Master Builder will upon and subject to the Conditions annexed hereto execute and complete the Work shown upon the Contract Drawings and described by or referred to in the said Specification and Conditions.
2. _____ The Proprietor will pay to the Master Builder the actual cost of the said Works as defined in the said Conditions together with a fee of One hundred and forty eight thousand five hundred dollars (\$148,500) plus 7½% of the actual cost of variations by way of deletions, additions and maintenance as contemplated by Condition 20 of this agreement.

IN WITNESS whereof the parties hereto have hereunder set their hands the day and year first above written.

THE COMMON SEAL of URAMBI)
CO-OPERATIVE COMMUNITY)
ADVANCEMENT SOCIETY LIMITED)
was hereunto affixed by)
authority of the Board of Directors:)

THE COMMON SEAL of STOCKS &)
HOLDINGS (CANBERRA) PTY. LTD. was)
hereunto affixed by authority of)
the Board of Directors:)

THE CONDITIONS HEREINBEFORE REFERRED TO1. Compliance With Plans & Specifications

- (a) The Master Builder shall in a workmanlike manner and subject to these Conditions execute and complete the Works shown on the Contract Drawings and described in the Specification to the satisfaction of the Proprietor.
- (b) Should the Master Builder find any discrepancy or ambiguity in the Drawings or between the Drawings and the Specification he shall immediately refer the same to the Proprietor who shall direct the Master Builder which shall be followed. Should the Proprietor fail so to direct the Master Builder within three days of the reference for directions then the Master Builder may exercise his own discretion in determining which course shall be followed. Notwithstanding the foregoing, in case of any difference between scaled dimensions and figures on the Drawings, the figures shall prevail.
- (c) Should there be any divergence or conflict between the Specification and these Conditions, then these Conditions shall take precedence over and be paramount to the Specification.

2. Warranty Of Accuracy Of Particulars Of Works

The Proprietor hereby expressly warrants that the Particulars of Works hereinbefore set forth are accurate and correct in each and every respect, and acknowledges that it is upon the basis of such warranty that the Master Builder has entered into his Contract.

3. Evidence Of Title To Land

- (a) Prior to the commencement of the Works the Proprietor shall produce to the Master Builder evidence of his title to the land whereon the Works are to be executed.
- (b) Should the Proprietor fail to produce evidence of his title to the said land within three months after the execution of this contract, the Master Builder may determine his employment as herein provided.

4. Evidence Of Capacity Of Proprietor To Pay

The Proprietor, prior to the commencement of the Works, shall furnish to the Master Builder a certificate from the Civic Co-operative Permanent Building Society or other approved lending Body guaranteeing payment to the Master Builder of all moneys payable by the Proprietor to the Master Builder pursuant to the contract from time to time.

5. Dates For Commencement & Completion

The Master Builder shall commence the Works the _____ day of _____ 1976. After commencement, the Master Builder subject to the terms hereof shall diligently proceed with and complete the Works within thirteen (13) calendar months from the date of commencement. Such commencement and completion dates are to be entirely dependent upon the progressive handing over by the Master Builder to the Proprietor to such proportions of the site identified in the site plan for the subject Works as Areas "A", "B", "C", "D", "E", "F", "G", "H", "J", "K", "L" and "M" and the "Community Centre" in accordance with and on or before the dates shown in the schedule hereto attached.

*Effect of
early start*

*Will we need
this?*

*
The time for completion of this contract in addition to any other extensions as herein provided shall be extended as necessary in accordance with any delay in the progressive handing over of any portion or portions of the said site on or before the times stated in the said schedule.

6. Compliance With Requirement Of Authorities

- (a) The Master Builder shall comply with and give all notices required by any Act of Parliament or Ordinance, or by any regulation or by-law of any local authority or of any public service company or authority which has any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Proprietor against any fees or charges legally demandable under such Act of Parliament, Ordinance, regulation or by-law in respect of the Works.
- (b) The Master Builder before making any variation from the Contract Drawings or Specification necessary for such compliance shall give to the Proprietor written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.
- (c) If the Master Builder within seven days of having applied for the same does not receive such instructions he shall proceed with the Work conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation under Clause 8 of these Conditions.
- (d) If compliance with the requirements of this clause shall involve the Master Builder in loss or expense beyond that provided for in or reasonable contemplated by this Contract the amount of such loss or expense shall be added to the Contract Sum.

7. Authorisation Of Payments By Lending Authority

- (a) Where the Works are being financed by a Lending Authority, the Proprietor shall, prior to the commencement of the Works, authorise and direct the Lending Authority to pay to the Master Builder all moneys which may become due to the Master Builder at the times and in the manner specified in these Conditions.
- (b) The Proprietor shall furnish or cause to be furnished to the Master Builder written notice of the various stages at which inspections of the Works will be required by the Lending Authority and the Master Builder shall notify the said Lending Authority from time to time when such stages have been reached and will not proceed with any further structural work for a period of 24 hours or such further time as may be agreed or until an inspection has been made on behalf of the Lending Authority whichever event shall first happen.

8. Variations

- (a) This contract may be varied by written consent of the parties by omissions from the Works or by the performance of extra work and no variation shall vitiate the contract and save as herein provided the Master Builder shall not have any claim for compensation by reason of such variation as aforesaid.

- (b) The Master Builder may decline to execute any variation unless the Proprietor has first given notice in writing of his requirements in respect thereof. The Master Builder also may require that prior to the execution of any variation the Proprietor shall produce a written consent of the Lending Authority to such variation or shall produce evidence of his capacity to pay any extra amount to cover such variation or else lodge with his Lending Authority an amount reasonably sufficient to cover such variation together with an authority to the Lending Authority to pay the same to the Master Builder in accordance with the terms of this contract.

9. Assignment & Sub-Letting

- (a) Neither party to this contract shall assign the contract without the written consent of the other.
- (b) Subject to sub-clause (c) hereof the Master Builder may sub-let any portion of the Works, but such sub-letting shall not relieve the Master Builder from responsibility.
- (c) The Master Builder undertakes to obtain three quotations for the major sub-contracting areas, a list of which is annexed hereto and marked attachment 'A', and in respect of such sub-contract, the Proprietor shall nominate and accept one quotation within seven days of the three quotations being furnished to the Proprietor and failing such nomination, the Master Builder may make his own choice of sub-contractor.

10. Injury To Persons & Property

- (a) The Master Builder shall be solely liable for and shall indemnify the Proprietor in respect of and shall insure against any legal liability, loss, claim or proceedings whatsoever arising under any statute (other than as provided in the next sub-clause) or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of the Proprietor or of other persons for whom the Proprietor is responsible.
- (b) The Master Builder shall insure against any legal liability, loss, claim or proceedings whatsoever, whether arising at Common Law or by virtue of any statute relating to Workers' Compensation or Employers' Liability, by any person employed by him in or about the execution of the Works.
- (c) The Master Builder shall be liable for and shall indemnify the Proprietor and shall insure against any legal liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property, real or personal, in so far as such injury or damage arises out of or in the course of or by reason of the execution of the Works PROVIDED ALWAYS that the same is due to any negligence, omission or default of the Master Builder, his servants or agents, or of any sub-contractor AND SUBJECT ALSO as regards loss or damage by fire and/or explosion and/or lightning and/or windstorm and/or civil commotion to the provisions contained in sub-clause (e) of this Clause.
- (d) Notwithstanding the foregoing, should any portion of the Works be utilised by the Proprietor or tenant of his or their employee during the progress of the Works the Master Builder shall not be liable for any injury to or the death of any person or loss or damage to property which may be occasioned by reason of such utilisation of such portion of the Works by any such person or persons.

- (e) The Master Builder shall in the joint names of himself and the Proprietor and, where applicable, the Lending Authority, insure against loss and damage whether by fire and/or explosion and/or earthquake and/or lightning and/or storm and tempest and/or windstorm and/or civil commotion and to the extent approved by the Proprietor from time to time as to adequacy for at least the full reinstatement value of all work executed and materials and goods upon the site, including any unfixed materials or goods, and shall keep such work, materials and goods insured until the Works are delivered up to the Proprietor in pursuance of the provision of Clause 19 or until the Proprietor shall take possession whichever is earlier.

Should the Master Builder make default, the Proprietor may insure as aforesaid and deduct the premium paid from any moneys due or to become due to the Master Builder. The Master Builder shall upon settlement of any claim under the policies aforesaid proceed with due diligence to rebuild or repair the Works and replace or repair the materials or goods destroyed or damaged. Any amount so payable in respect of such settlement shall forthwith be paid into a bank mutually agreed upon by the parties in an account in the joint names of the Proprietor and the Master Builder, and the proportion of such moneys payable to the Master Builder from time to time shall be paid to him out of the said account by instalments as with normal progress payments, and the Master Builder shall not be entitled to any payment in respect of the rebuilding or repair of the Works or the replacement or repair of the materials or goods destroyed or damaged other than the moneys received under the said policies.

11. Delays And Extensions Of Time

Should the progress of the Works be delayed by any of the following causes :

- (a) On account of authorised variations or extras;
- (b) In consequence of any notice given by the Master Builder under Clause 12;
- How will this be applied?* (c) By a suspension of the Works under Clause 12;
- (d) By inclement weather;
- (e) In consequence of proceedings being taken or neighbouring owners or residents;
- (f) By reason of any civil commotion, or combination of workmen or strikes or lockouts affecting any of the trades employed upon the Works or affecting the manufacture or supply of materials for the Works;
- (g) By any other matter, cause or thing beyond the control of the Master Builder;

then in any such case the Master Builder shall forthwith notify the Proprietor, and shall be entitled to make a fair and reasonable extension of the time provided for completion of the Works. The Master Builder, at the time of making such extension, shall notify the Proprietor thereof, and should the Proprietor not dissent from such notification within seven days, the time for completion of the Works shall be deemed to be extended by the period claimed in the said notification.

12. Suspension Of Works

Should the Proprietor default in the payment of any progress payment of any progress payment then after ten days of the payment becoming due and payable, the Proprietor shall be liable for interest on such progress payment at the rate of 14% per annum calculated daily provided that should such progress payment not have been made within twenty-eight days of the same becoming due and payable, the Master Builder may, without prejudice to his right to determine his employment under the Contract and pursuant of the provisions of Clause 14 hereof, suspend the Works and at the same time give notice of such suspension in writing to the proprietor. The Master Builder shall recommence the Works within fourteen days of the progress payment being made and the time for completion shall be extended by a like number of days that the Works were suspended and the Master Builder may charge against the cost of the Works all expenses and losses attributable to such suspension.

13. Determination By The Proprietor

If the Master Builder shall make default in any of the following respects, viz.:

- (a) If he becomes bankrupt or makes an assignment of his Estate for the benefit of his creditors or makes a composition or other arrangement with his creditors or if being a company it shall go into liquidation whether voluntary or compulsory (except for the purpose of reconstruction) ; or
- (b) If he fails to proceed with the Works with due diligence and in a competent manner; or
- (c) If without reasonable cause he wholly suspends the Works before completion; or
- (d) If he refuses or persistently neglects :
 - (i) to comply with the requirements of Clause 6(a) hereof, or
 - (ii) to remove or remedy to the notification of the Proprietor defective work or improper materials, so that by such refusal or persistent neglect the Works are materially affected; or
- (e) If he intimates that he is unable or unwilling to complete the Works or that he abandons the Contract;

AND if in the case of any such default as aforesaid that is capable of remedy he shall continue such default for seven days after notice in writing specifying the same and stating the Proprietor's intention of determining the Master Builder's employment has been given to him THEN the Proprietor may without prejudice to any other rights or remedies by notice by registered mail determine the employment of the Master Builder under this contract and may thereupon or at any time thereafter engage another Builder to complete the Works.

14. Determination By The Master Builder

If the Proprietor shall make default in any of the following respects, viz.:

- (a) If he fails to produce evidence of title as required by Clause 3 hereof; or

- (b) If he fails to comply with the provisions of Clause 4 hereof; or
- (c) If he fails to obtain any necessary finance for the Works, or if any finance agreed to be advanced by any Lending Authority, or other body or person, in respect of the Works is withdrawn during the progress of the Works and the Proprietor is unable to alternative finance for the balance of the project; or
- (d) If he fails to pay the Master Builder any progress payment within ten days of a written request therefor; or

- (e) If he commits an act of bankruptcy or execute a Deed of Assignment or Deed of Arrangement or enters into a composition or other arrangement with his creditors, or being a body incorporated under the Co-operative Societies Ordinance 1939-1975 enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction) AND if in the case of any such default as aforesaid that is capable of remedy he shall continue such default for seven days after notice in writing specifying the same and stating the Master Builder's intention of determining his employment has been given to the Proprietor THEN the Master Builder may, without prejudice to any other rights or remedies, thereupon by notice by registered mail determine his employment under this Contract.

15. Actual Cost Of The Works.

1. The actual cost of the Works shall include:

- (a) Remuneration paid to workmen and other employees at award rates or as shall be approved by the Proprietor in respect of services and labour supplied wholly in connection with the works, together with the requisite allowance for annual leave, public holidays, sick pay, long service leave and/or other benefits provided for in any statute regulation award or Industrial Agreement that may be relevant.
- (b) The actual wages, or other remuneration paid to one general foreman and to foremen, costing clerks, bookkeepers and others where approved by the Proprietor are necessary for the proper execution of the Works.
- (c) Cost of board and/or lodging, fares and travelling time of workmen and others employed in the Works which is legally payable by the Master Builder or agreed to by the Proprietor as reasonable or necessary for the proper execution of the Works.
- (d) A percentage as determined by Government enactment from time to time for payroll tax on wages and remuneration paid in connection with the Works.
- (e) Fee of Licensed Surveyor or Quantity Surveyor as may be approved by the Proprietor or shown to be necessary.
- (f) Premiums paid or payable for insurances as set out in Clause 10 hereof.
- (g) Cost of advertising incurred for labour for the Works.
- (h) The net cost (after deducting all discounts other than cash discount) of all building materials, including concrete formwork used in the Works or where the same were not expressly purchased for the Works, the proper current list price thereof as at the date of use.
- (i) Freight charges or costs of cartage paid or incurred by the Master Builder for transporting all building materials to the site. The Master Builder undertakes to provide one (1) X two (2) ton tipper motor truck for general cartage of materials and other use in connection with the Works and the Proprietor agrees to pay to the Master Builder a lump sum of Five thousand one hundred dollars (\$5,100) for such uses thereof excluding the cost of driver. Such amounts to be a portioned over the term of the contract and not to exceed \$5,100.

*Estimate
What do we get
for \$100,000*

*?
Cost of truck
Running cost*

- (j) The net cost of all sub-contracts and prime cost or provisional items.
- (k) Cost of transport to and from the site and cost of erection and dismantling of plant and temporary buildings used in the Works, but not including the cost of dismantling and temporary removal from the site of its subsequent return after temporary removal unless the consent of the Proprietor for such temporary removal is first obtained.
- (l) Cost of replacement of small tools, ropes and brushware and other similar items used on the Works, and costs of sharpening and repairing small tools.
- (m) Charges for the hire of tubular steel scaffolding and of plant and equipment hired expressly for the Works which is not part of the Master Builder's normal equipment.
- (n) Costs of running maintenance and repair of plant and equipment other than that which forms part of the builder's own equipment while used on the Works subject to the same being in good working order and condition when taken to the Works.
- (o) Cost of special plant or equipment to be used expressly and exclusively for the Works and as agreed by the parties hereto.
- (p) Cost of power, oil, petrol or other fuel used on the Works.
- (q) Cost of the installation and charges for telephones located on the Works.
- (r) Any fees paid by the Master Builder to municipal or other authorities.
- (s) Sales Tax or any other tax legally payable on building materials or construction.
- (t) Cost of making good defects and faults which are not due to materials or workmanship not in accordance with this Agreement.
- (u) Cost of work manufactured at the Master Builder's workshop at such prices as shall be approved by the Proprietor.
- (v) Cost of clearing away debris, replacement, repair and/or rebuilding after any damage due to causes beyond the control of the Master Builder.
- (w) Any other expenses directly incurred by the Master Builder in carrying out the Works, not being an expense which is expressly disallowed by this Agreement and which shall be approved by the Proprietor.

*What charge?
What margin?*

2. The Actual Cost of the Work shall not Include:

- (a) Expenses incurred by the Master Builder for the first cost of small tools, ropes and brushware and other similar items.
- (b) Any overhead or other expenses incurred by the Master Builder or his firm including Directors' fees, salaries of the Master Builder, partners or corporate officers of the Master Builder's organisation, interest on moneys, general advertising, patent rights, entertaining, head and branch office administration, commissions, superannuation rights, funds, Government taxes, rents, rates or any other "off the job" costs.

f (b) 29

- (c) Salaries of clerical or other staff incurred "off the job" in checking and submission of accounts and statements, correspondence and other administrative duties.
- (d) Cost of making good defective work or work not in accordance with this Agreement.

16. Foundations.

It shall be a condition of this contract and the Proprietor warrants that the site on which the Works are to be erected will adequately support such works and should it appear in excavating for foundations and/or services that the site will not support the works then this contract may be terminated without liability on either side except that the Master Builder shall be entitled to be paid the actual cost to him of his work up to the date when it was ascertained that the site would not support the structure plus a fee at the rate aforesaid. Any dispute as to whether or not the site is capable of supporting the structure may be referred to arbitration in pursuance of the provisions in that behalf hereinafter contained.

17. Progress Payments.

- (a) The Master Builder may at the end of the first four weeks work or such other period as may be stated herein and thereafter at intervals of not less than four weeks or such other period as aforesaid submit to the Proprietor a statement accompanied, if the Proprietor shall so require, by wage sheets, delivery dockets, invoices and other relevant data in the Master Builder's possession setting out the cost of labour and materials provided by the Master Builder and all other items claimed under Clause 15 hereof in respect of the period covered by the statement and shall without undue delay give to the Proprietor all such further information as the Proprietor reasonably may require in relation to the statement.
- (b) In the case of Statements during the progress of the Works the Proprietor within ten (10) days after the receipt thereof and of any further information reasonably required by him subject as herein provided shall pay to the Master Builder the amount thereof plus on each claim an amount equal to 7½% and that claim to a maximum of \$148,500 as hereinbefore provided together with any further amounts payable pursuant to Clause 2 thereof.
- (c) The Proprietor within 14 days of receiving the final statement of the Master Builder, including such documents and further information as aforesaid shall pay the balance payable according to the terms and conditions of this agreement.

18. Practical Completion.

- (a) Notwithstanding anything herein contained "the Works" shall be deemed to comprise 72 separate town houses, community centre and other associated buildings.
- (b) When in the opinion of the Master Builder any one (1) or more of the Town Houses, Community Centre or associated buildings are practically completed, the Master Builder shall give the Proprietor notice thereof in writing.
- (c) The Proprietor shall inspect that portion of the Works in respect of which such notice under sub-clause (b) of this clause has been given within seven (7) days of the receipt of such notice and if the Proprietor is not satisfied that such Works are practically completed he shall, within three days of such inspection, give to the Master Builder notice in writing of these matters and things required by this Contract to be done for practical completion. The Master Builder shall forthwith comply with such notice and

House/garage completion

give to the Proprietor notice in writing that he has so complied, and the Defects Liability Period shall commence to run from the date of such notice of compliance or issue of the Certificate of Fitness for Occupancy and use in respect thereof, whichever is the earlier.

- (d) In the event of the Proprietor failing to comply with the provisions of (c) above, that portion of the Works shall be deemed to be practically completed but in any event the Works OR any portion thereof shall be deemed to be practically completed upon the issue to the Master Builder of a Certificate of Fitness for Occupancy and use by the proper authority.
- (e) Should the Proprietor take possession of the Works or any part thereof either with or without the agreement of the Master Builder the date of practical completion shall be the date possession is taken unless practical completion has already been established otherwise.
19. (a) When the Works or any part thereof are practically completed the Master Builder, provided that the Proprietor shall have paid all moneys then due and payable hereunder in respect thereof shall hand all keys to such parts of the Works as are practically completed to the Proprietor or such other persons as the Proprietor may authorise to receive them.
- (b) When the keys are handed over or when the Proprietor shall take possession whichever is earlier the Works shall be at the risk of the Proprietor in respect of damage or loss or theft of the structure or fittings or fixtures.
20. Any defects or other faults which may appear and be notified in writing to the Master Builder within a period of 13 weeks after the date of practical completion in respect of each section or of the Works as hereinbefore determined shall be amended and made good by the Master Builder. The cost thereof shall form part of the actual cost of the Works unless such defects shrinkage or other defaults are due to materials or workmanship not in accordance with this agreement, in which case they shall be amended and made good by the Master Builder at his own expense and in the case of default the Proprietor may recover from the Master Builder the cost of making good the Works.
21. (a) Upon the expiration of all of the respective Defects Liability Periods or upon the completion of the whole of the Work notified to be made good in accordance with Clause 20 hereof whichever shall be the later date the Master Builder shall issue a final account to the Proprietor.
- (b) The sum stated to be due in such final account shall be paid by the Proprietor to the Master Builder within ten days and upon receipt of payment the Master Builder shall release to the Proprietor any Certificates that have been obtained in respect of the Works on behalf of the Proprietor.
- (c) Payment of such final account save in cases of fraud, dishonesty or fraudulent concealment relating to the Works or any materials compromise therein shall be conclusive evidence as to the sufficiency of the said Works and materials.

22. Authority to Exclude Unauthorised Persons from Site.

Subject to Clause 26 hereof the Proprietor hereby appoints the Master Builder, or in his absence from the site at any time the senior employee of the Master Builder on the site, his agent for the period of this contract for the following purposes:

- (a) To permit any persons to enter upon the site and/or premises;
- (b) To refuse any persons the right to enter and to exclude any persons from entering upon the site and/or premises;
- (c) To remove any unauthorised persons from the site and/or premises provided that such appointment shall not apply to persons specifically authorised by the Proprietor to enter upon the site and/or premises at the relevant time nor shall it apply to a duly authorised officer of the Lending Authority (if any).

23. Notices.

Any notice necessary or required to be given hereunder shall be deemed to be sufficiently given if sent by prepaid post addressed to the person to whom it is necessary or required to be given at the address appearing in the Articles of Agreement, or at his place of abode.

24. Progress Payments by Lending Authority.

The Proprietor agrees that all moneys (if any) which may be advanced after the date hereof on the security of land which includes that on which the Works are to be erected will be paid to the Builder direct by the Mortgagee from time to time until the total amount that may become payable hereunder shall be satisfied. AND the Proprietor agrees that he will execute and give any authority and/or direction that may be necessary or expedient to carry into effect the provisions of this condition. Moneys received by the Master Builder by virtue of this condition shall be in satisfaction or in reduction of moneys that may be due or may thereafter become due to the Master Builder by virtue of the provisions contained in the seventeenth condition hereof.

25. Definitions.

- (a) Whenever the words or phrases hereinafter defined occur in these conditions or in the relevant drawings, specifications or any other document having reference to the Works they shall unless the context otherwise indicates be deemed to mean as follows:
 - "Contract or Agreement" shall mean these conditions including any special conditions or any documents annexed hereto or incorporated herein and the Articles of Agreement to which they are expressed to be annexed.
 - "Contract Sum" shall mean the total amount payable by virtue of this contract including any extra amounts payable in respect of variation of the Works and allowing for any variation by way of omission.
 - "Drawings and Specifications" shall mean the drawings and specifications referred to in the Articles of Agreement to which these conditions are expressed to be annexed.

"Lending Authority" shall mean any Bank or registered Building Society or the War Service Homes Director of any other Government Authority State of Federal.

"Master Builder" shall mean the Master Builder or any person acting by his authority or on his behalf.

"Proprietor" shall mean the Proprietor or any person acting by his authority and on his behalf.

"Works" shall mean the works shown upon the contract drawings and described by or referred to in the specification as varied by omissions or work added by virtue of this contract.

- (b) Words in this contract importing the singular shall be deemed to include the plural and vice-versa where the text so requires and words importing the masculine shall be deemed to include the feminine and words importing persons shall be deemed to include companies and bodies corporate and/or bodies incorporate.
- (c) Where in this Contract a time is specified by reference to a number of days then in calculating such number account shall not be taken of Saturdays, Sundays or any day that has been gazetted or proclaimed to be a public holiday in the locality where the Works are being or are to be executed.

26.

- (a) In this agreement the expression "The Architect" shall mean Michael Dysart & Associates Pty. Ltd., or such other Architect as may be nominated to the Master Builder by the Proprietor in writing from time to time who is, for the purpose of this agreement appointed as the agent of the Proprietor for the performance of any obligation or the exercise of any right of the Proprietor under Clauses 6, 8, 9, 15, 17, 18, 20 and 21 of this agreement.
- (b) The Architect or any servant or agent of the Architect authorised by him in writing shall be at liberty at any time without notice to the Master Builder to enter upon and remain upon the site and/or premises and to inspect any of the Works and the Master Builder shall afford to the Architect his servants or agents aforesaid every facility for examining the Works and materials employed in the construction thereof.
- (c) The Architect and his representatives shall at all reasonable times have access to the Works and/or to the workshops or other places of the Master Builder where work is being prepared for the contract, and in so far as work in virtue of any sub-contract is to be so prepared in workshops or other places of a sub-contractor the Master Builder shall also by a term in the sub-contract so far as possible secure a similar right of access to those workshops or places for the Architect and his representatives and shall do all things reasonably necessary to make such right effective.
- (d) The Proprietor by the Architect shall appoint a Clerk of Works and shall give notice forthwith in writing to the Master Builder of such appointment. The Clerk of Works shall be considered to act solely as inspector under the Architect and the Builder shall afford him every facility for examining the works and the materials.
- (e) The Proprietor shall for the purposes of this Contract appoint an agent to whom the Master Builder shall address any communication relating to and arising out of this contract and any communication on behalf of the Proprietor to the Master Builder may be given by such agent. No individual member of the Proprietor shall be entitled to give any instruction or direction to the Master Builder.

*Part of
duty*

7

27. Damages for Cancellation by Proprietor.

If the Proprietor shall cancel this contract other than as he may be entitled so to do in accordance with the terms hereof then the Proprietor shall pay to the Master Builder the sum of Fifty thousand dollars (\$50,000) by way of liquidated damages in addition to any amounts already due pursuant to the contract provided however that the total of sums already paid and sums due and unpaid pursuant to the contract (hereinafter called sum "A") and the sum of Fifty thousand dollars (\$50,000) liquidated damages (hereinafter called sum "B") shall not exceed the total of all amounts properly payable to the Master Builder hereunder (hereinafter called sum "C") and if the total of sum A plus sum B exceeds sum C then sum B shall abate by an amount equal to the amount by which sum C is exceeded.

28. Retention Moneys.

Notwithstanding anything hereinbefore contained the Proprietor shall be entitled to retain from the fee payable from time to time at the rate of 7½% as referred to in clause 17 (b) hereof an amount equal to 10% of the such fee payable from time to time provided that the total of the amounts so retained shall not exceed an amount equal to 5% of the total fee of \$148,500. All amounts so retained shall be paid to the Master Builder upon placement of the final account rendered by the Master Builder in accordance with the terms hereof.

ARTICLES OF AGREEMENT

and

CONDITIONS

of

BUILDING CONTRACT

between

URAMBI CO-OPERATIVE COMMUNITY
ADVANCEMENT SOCIETY LIMITED

Proprietor

and

STOCKS & HOLDINGS (CANBERRA)
PTY. LTD.

Master Builder

STOCKS & HOLDINGS LIMITED

GROUP OF COMPANIES

STOCKS & HOLDINGS (CANBERRA) PTY. LTD.

1st Floor, Una Porter Centre, 131-141 Alinga Street, Canberra City, A.C.T. 2601. Telephone 470233

Please Address All Correspondence to: BOX 1496, P.O., CANBERRA CITY, A.C.T. 2601

LMK:NS

12th March, 1976.

Urambi Co-operative Community
Advancement Society Ltd.,
1st Floor,
N.Z.V. House,
81 Northbourne Ave.,
CANBERRA CITY. A.C.T. 2601

For the Attention of Mr. D. Watson.

Dear Sir,

Further to our revised indicative tender, please find indicative price for built-in wardrobes etc., as requested by Mr. D. Watson.

U4 48	Robe Bed 3	\$292.00
U4 55	Robe Beds 2 & 3	\$584.00
U4 56	Robe Beds 2 & 3	\$584.00
U4 57	Robe & Coat Cupboard.	\$444.00
U4 63	Robe to Beds 2, 3, Study.	\$876.00
U3 10	Robe Bed 2 + Shelf Study.	\$606.00
U3 12	Robe Beds 1 & 2	\$696.00
U3 46	Folding door in lieu of wall	\$375.00
U3 53	Robe to Bed 2	\$292.00
UC5 18	Robe to Bed 2	\$378.00
UC5 28	Robe to bed 2 & linen cupbd.	\$406.00
UC5 31	Robe to bed 2 & linen cupbd.	\$406.00
UC5 42	Robe to Bed	\$378.00
UC3 36	Coat Cupbd off Study.	\$152.00
UC2 33	Robe to Bed 3	\$378.00
UC1 37	Robe To Bed 3	\$336.00
UC1 39	Robe to Bed 3	\$336.00
UC1 40	Robe to Bed 3	\$336.00

Shower on list U4-38

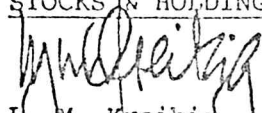
38 is not U4 type please clarify.

Prices include flush hung doors, 1 hat shelf & hanging rail.

Should you have any further queries regarding the above please do not hesitate to contract the Writer.

Yours faithfully,

STOCKS & HOLDINGS (CANBERRA) PTY. LTD.,


L. M. Kreibitz
General Manager,

11	12	13	14	15	16	17	18	19	20
	U3	UC3	U2	UC3	UC3	UC8(SP)	UC5	UCSP	UCSP
39,630.00	40,930.00	31,142.00	39,644	40,446.50	55,211.00	46,593.00	38,240.00	34,836.00	
			X	X		X	X	X	X
	X				X	X	X	X	X
						X	X		
		X			X	X	X	X	X
			BRUSH BOX FLOOR	HOOD ON WINDOW	EXTERNAL STAIRCASE		BRUSH BOX FLOOR		
WHITE BLACKBEAN	BUCKSKIN BLACKBEAN	WHITE BLACKBEAN	WHITE BLACKBEAN	CUMQUAT BLACKBEAM	TEAK	TIMBEAM WHITE	TIMBEAM WHITE	BUCKSKIN BLACKBEAN	WHITE TEAK
WHITE	WHITE	WHITE	WHITE	(TAN) SUPPLY OWN	TAN	WHITE	SAND	LIGHT STONE	SAND
50 mm	50 mm ²	25 mm	50 mm	50 mm	50 mm	50 mm	50 mm	50 mm	25 mm
BRONZE	BRONZE	BRONZE	BRONZE	BRONZE	BRONZE	BRONZE	BRONZE	BRONZE	SATIN CHROM
KATANI	KATANI	KATANI	KATANI	KARUMBA	METERS HLD4	KATANI	KATANI	KARBA	
64-624	64-624	64-624	64-622			64-624	64-622		
				1	2	3	2	1	2
		2	1	1	2	2	2	2	2
		1	1	1	1	1	1		
							2	1	
								1 SELL PUSH	JAPANESE BATH
									1 DOORB FITTING

21	22	23	24	25	26	27	28	29	30
UCSP	UC8(SP)	UC3			UC3	UC5	UC5	UC6	UC5(S)
39,873.50	55,115.50	39,913.50			43,277.50	43,936.50	49,472.50	49,392.00	47,700
X	X	X			X	X	X	X	
X		X			X	X	X	X	X
					X		X		
X	X				X		X		
BUTTERSCOTCH TEAK	WHITE WHITE	BUCKSKIN BLACKBEAN			YELLOW TEAK	WHITE BLACKBEAN	TIMBEAM WHITE	CUMQUAT BLACKBEAN	TIMBE BLACKB
LIGHTSTONE 50mm	WHITE 50mm	WHITE 50mm			WHITE	BRONZE/ ROYAL BLUE 25mm	SAND 25mm	BAMBOO 50mm	WHIT 50mm
BRONZE	SATIN CHROME	BRONZE			BRONZE	BRONZE	BRONZE	BRONZE	BROW
KAMBAR1	KALARI DELUXE	KALARI DELUXE			KATANI	KATANI	KATANI	KATANI	KATAN
64-622	64-624	64-624			64-624	64-624	64-624	64-622	64-62
2	2	2			2	3	3	3	
2	2	1			1	4	3	2	
1	1	1				1	1		
1		1				2	21	2	
DOOR-BELL FITTING	SAUNATUB IN STUDIO				CHOPPING BOARD IN KITCHEN BENCH				

31	32	33	34	35	36	37	38	39	40
UC5	UC3	UC2	UCSP	UC3	UC3 (SP)	UC1	UC5	UC1	UC
43,330.00	39,263.50	41,937.50	52,170.00	40,793.00		39,500.00	45,410.50	36,878.50	35,982.00
	X	X	X	X			X	X	X
		X	X	X		X	X	X	X
			X				X		
X	X	X		X			X	X	
CUMQUAT TEAK	WHITE BLACKBEAN	GLOSS FLAME- HEATH LAMINEX BLACKBEAN	PINE BOARDING CUMQUAT	Emerald GREEN TEAK		LINDEN GREEN BLACKBEAN	CUMQUAT TEAK	ADOBE TEAK	BUCKSKIN BLACKBEAN
LIGHT STONE 25 mm	SAND 50 mm	WHITE		SAND 25mm		WHITE 50mm	TAN 50mm	TAN 50 mm	SAND/CAN 25mm BRONZE
BRONZE	BRONZE	BRONZE	BRONZE	BRONZE		BRONZE	BRONZE	BRONZE	BRONZE
	KATANI	KATANI	KATANI	KAMBARI	KAMBARI	KATANI	KAMBARI	KALARI DELUXE	KATANI
	64-624	64-624	64-624	64-624	64-622	64-622	64-624	64-622	64-62
	2	2	2	2			2	2	2
	1	1	3	2			3	3	1
	1		1	1		1	1	1	1
	1		3	1			1	2	2

BIPET
(TBS)

41	42	43	44	45	46	47	48	49	50
UC3	UC5	UC8(SP)	U3	U2	U3	U2	U4	UB.3.	U1
40,499.50	44,374.50	56,200.00	41,580.00	32,000	38,000.00	30,666.50	46,550	37,440.00	46,550
X					X	X			
X	X				X			X	
X	X		X		X	X			
			SPIRAL STAIRCASE						
WHITE BLACKBEAN	BUCKSKIN TEAK		UMQUAT BLACKBEAN		WHITE BLACKBEAN	ADOBE BLACKBEAN		ADOBE TEAK	
WHITE	M. EN. TAN/CARIEL		SAND		WHITE	CAMEL		LIGHT STONE	
50 mm	M. EN. 50mm/25mm		50 mm		50mm	50mm		50 m.3	
BRONZE	BRONZE	KAMBARI	BRONZE		BRONZE	BRONZE		BRONZE	
KATANI	KATANI	KAMBARI	KATANI	KARUMBA	KATANI	KATANI	KATANI	KATANI	KATAN
64-624	64-624	64-624	64-624	61-604	64-624	64-624	64-624	64-622	64-6.
2	3				3	2			
1	2				2	1			
1	1					1		1	
1	2					1			

51	52	53	54	55	56	57	58	59	60
U2	U3	U3	U2	U4	U4	U4	U2	U2	U2
32,000	39,400	39,400	33,340.00	46,550	46,550	46,550	32,000	32,000	32,000

X

X

CUMQUAT
BLACKBEAN

CUMQUA
TEAK

LIGHT-STONE

SAND

50 mm sq

BRONZE

BRONZ

KARUMBA	KATANI	KARUMBA	KARUMBA	KATANI	KATANI	KATANI	KARUMBA	KARUMBA DELUXE	KATAN \$190
61-604	64-622	61-604	61-604	64-624	64-624	64-624	61-604	61-618	64.62

Extra
diac
1

2 T.V.p
Downlig
Prep

61	62	63	64	65	66	67	68	69	70
U4	U3	U4	U3B	U2	U3	U3	U2	U2	U3
45,792.50	39,400	46,550	35,900	32,000	39,400	39,400	32,000	29,981.50	39,400

X

X

X

X

X

WHITE
WHITE
SAND
50 mm
BRONZE

WHITE
TEAK
WHITE
50 mm
BRONZE

KATANI	KATANI	KAMBARI DBL	KATANI	KARUMBA	KATANI	KATANI	KARUMBA DEL.	KARUMBA DELUXE
64-624	64-622	64-622	64-624	61-604	64-624	64-624	61-618	61-618

3

2

2

1

1

FITTING
(TBS)

71 72

U2 U3

31,750.50 37,799.50

X X

X X

TIMBEAN WHITE
BLACKBEAN BLACKBEAN

25mm
BRONZE CAMEL

25mm/Bronze 50 mm

BRONZE BRONZE

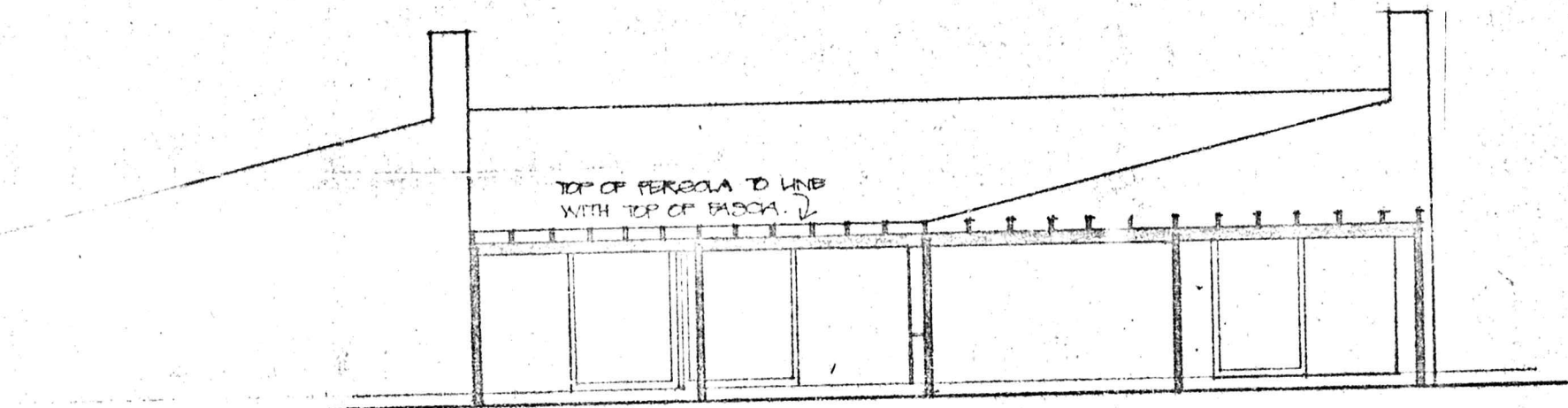
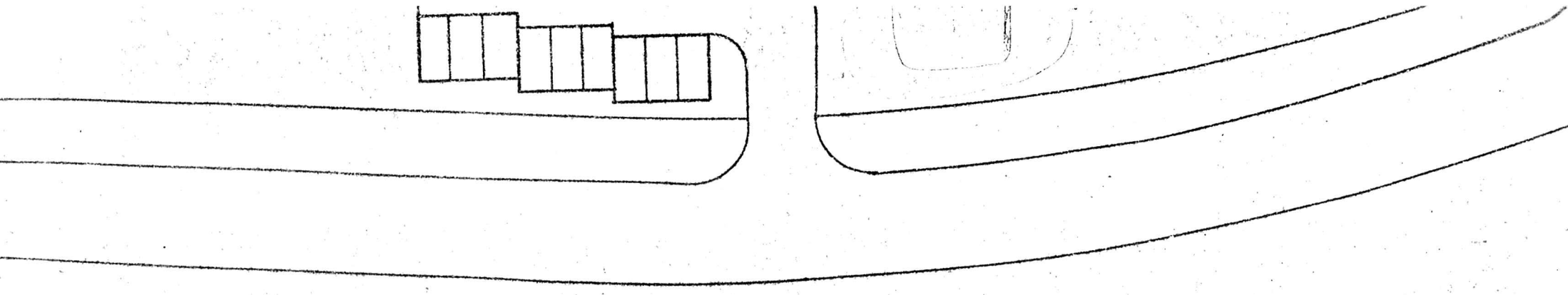
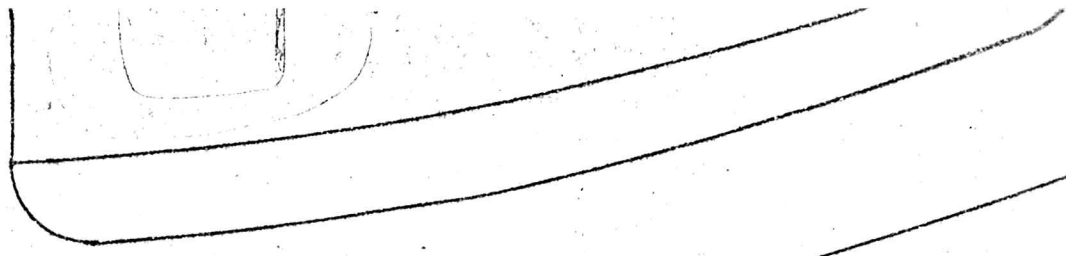
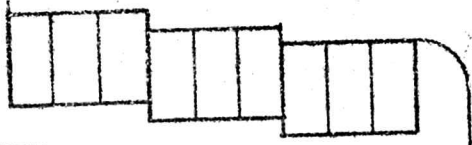
KARIMBA KATANI
DELUXE

61-618

2 2

1 1

1 1
1



TOP OF PERGOLA TO LINE WITH TOP OF BASIN. ↓

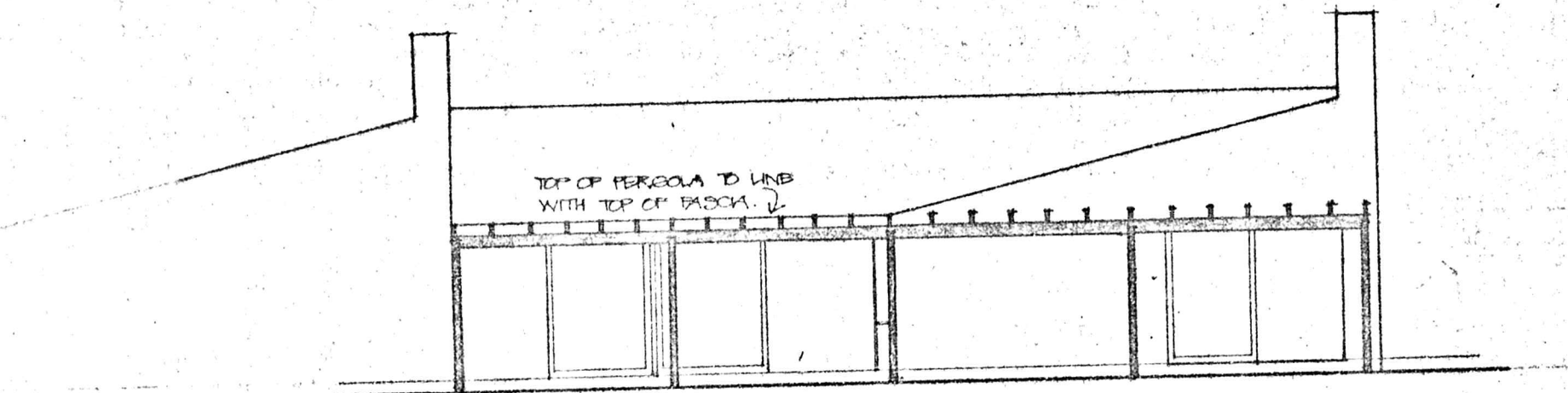
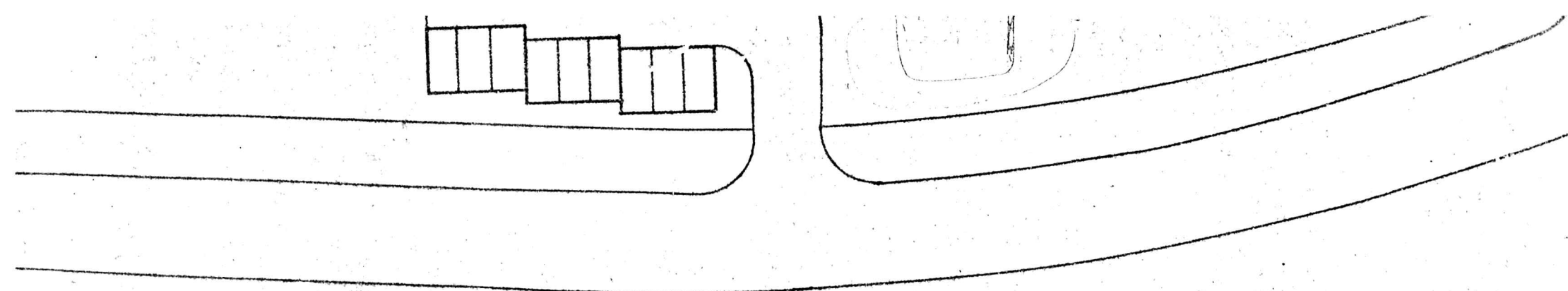
ELEVATION

600 OVERHANG 3000 POST CTS 600 OVERHANG

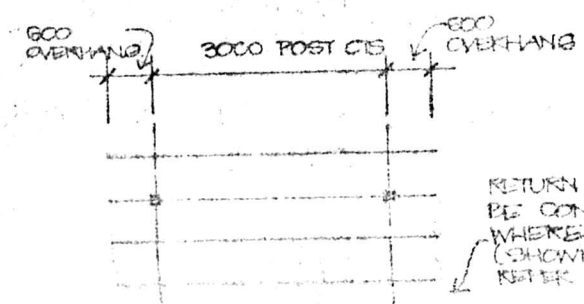


RETURN PERGOLA TO BE CONSTRUCTED WHERE APPLICABLE (CONVIN CHIED) TALK WITH PLAN.



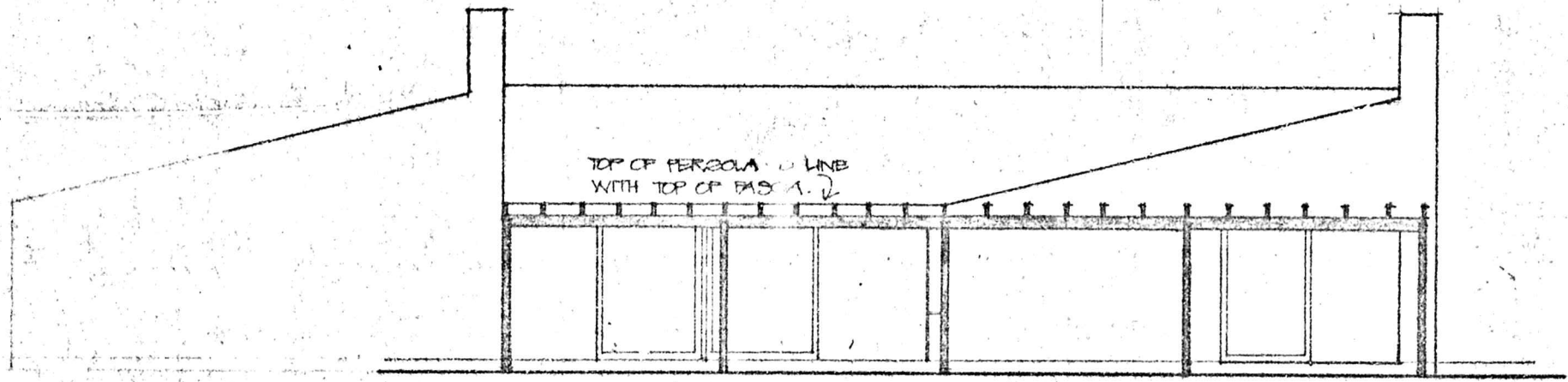
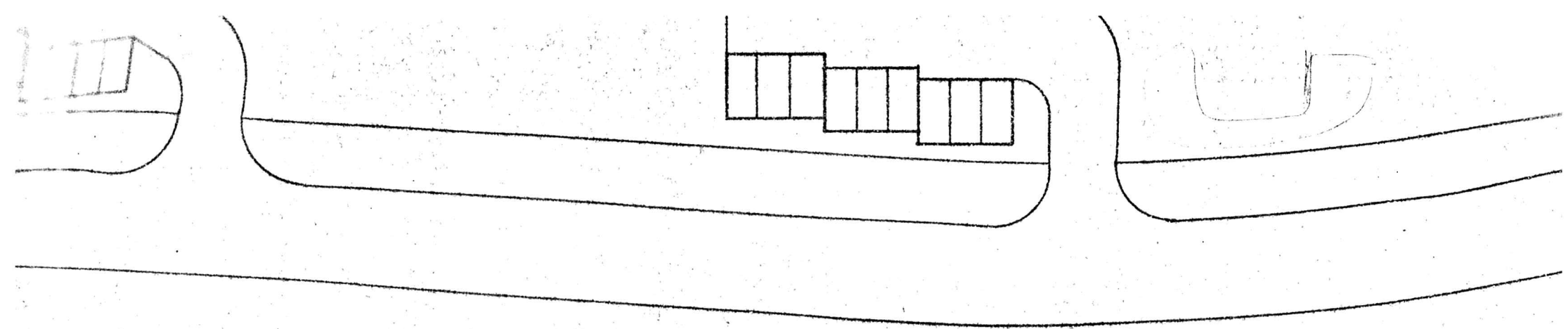


ELEVATION



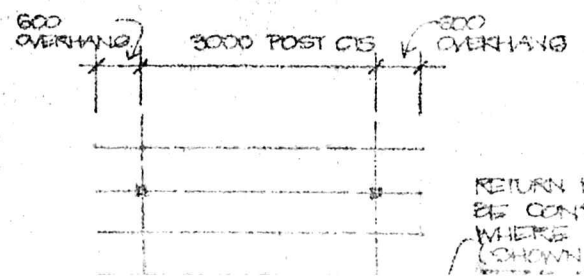
RETURN PERGOLA TO BE CONSTRUCTED WHERE APPLICABLE (SHOWN SHIELD) KEYS ONE FLAT.





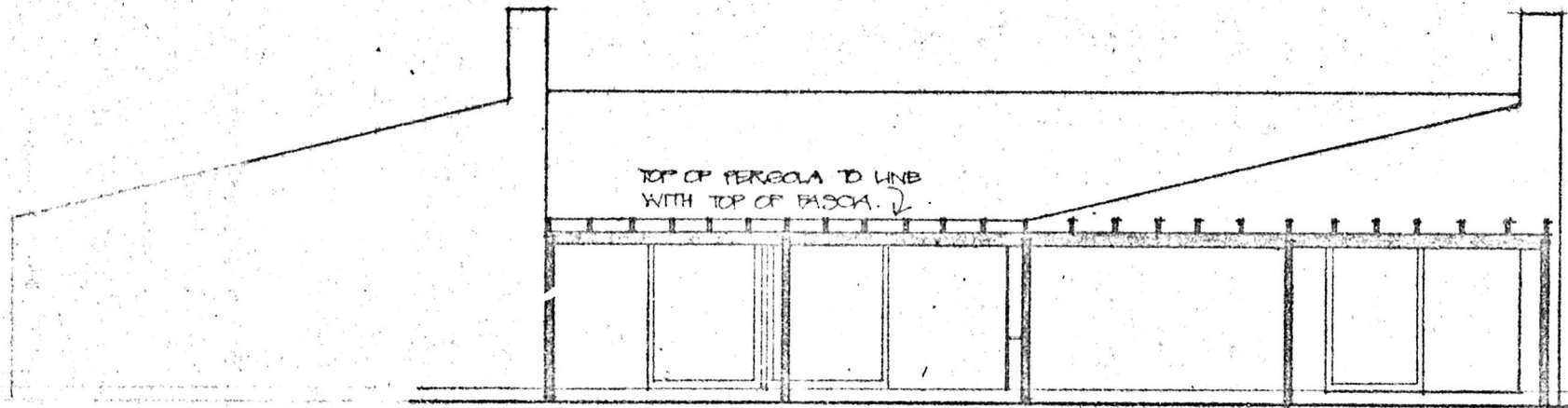
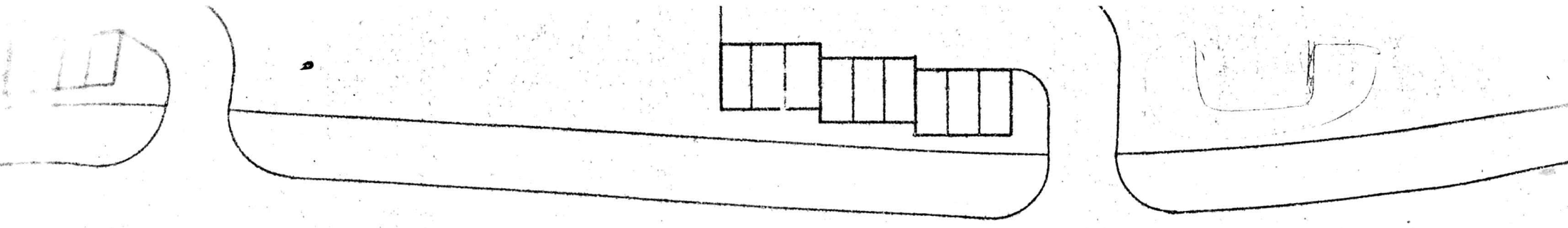
ELEVATION

FIXED JOIST SUPPORT
TO BE FIXED TO WALL
BY 'LOXIN' EXPANSION
PLUG



RETURN PERGOLA TO
BE CONSTRUCTED
WHERE APPLICABLE
(SHOWN OTHER)



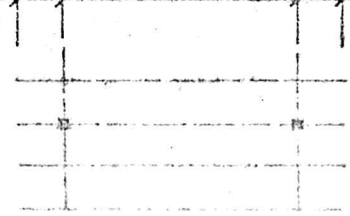


TOP OF PERGOLA TO LINE WITH TOP OF BRICK.

ELEVATION

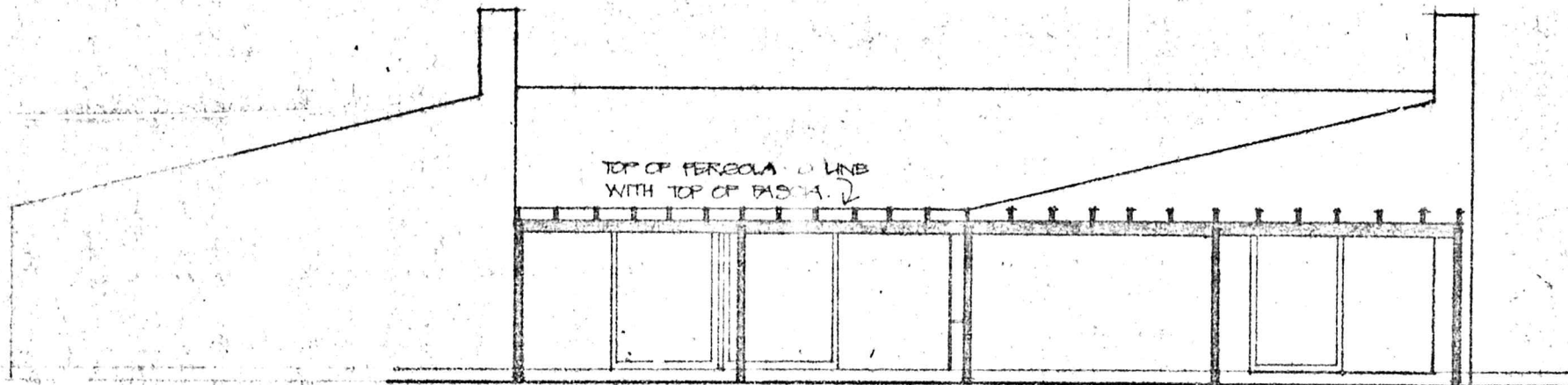
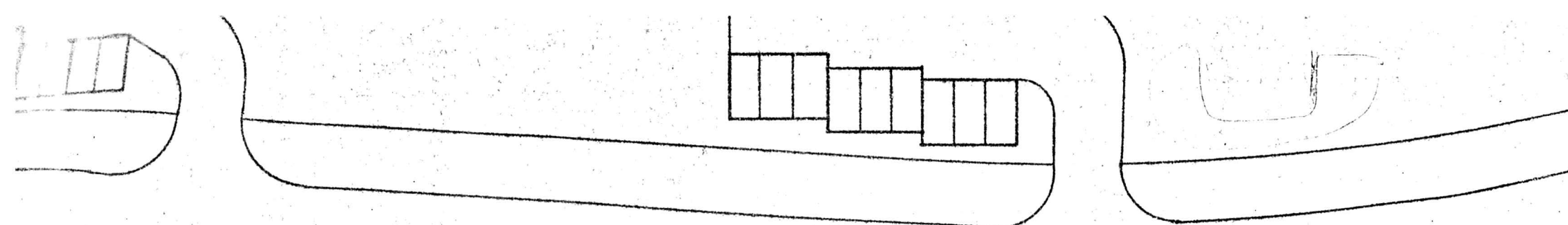
FIXED JOIST SUPPORT TO BE FIXED TO WALL BY 'LOXIN' EXPANSION PLUG

600 OVERHANG 3000 POST CTS 600 OVERHANG



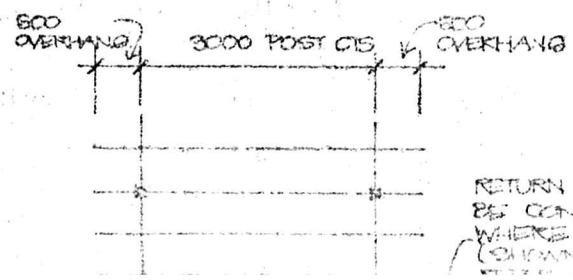
RETURN PERGOLA TO BE CONSTRUCTED WHERE APPLICABLE (SEE PLAN)

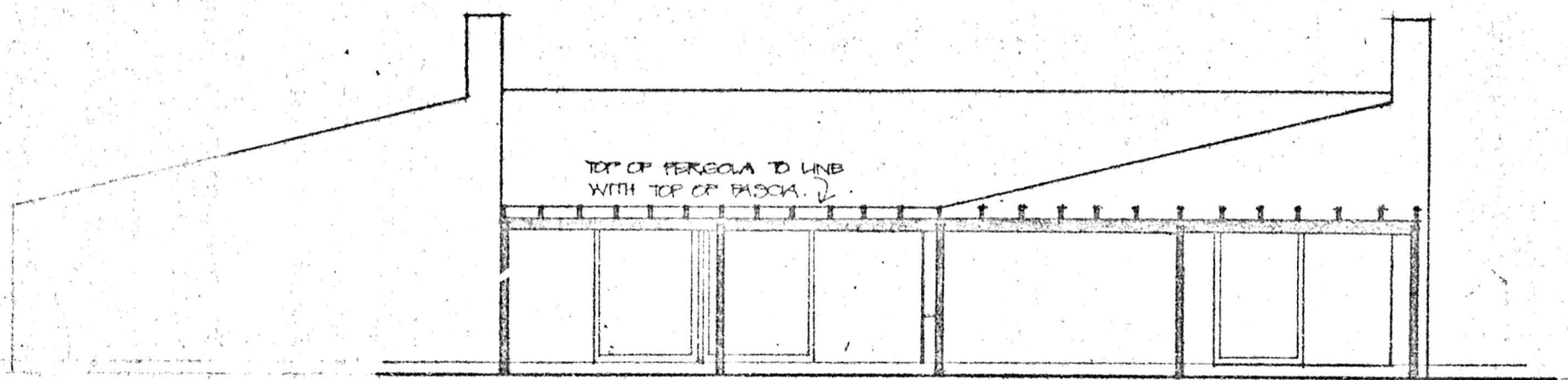
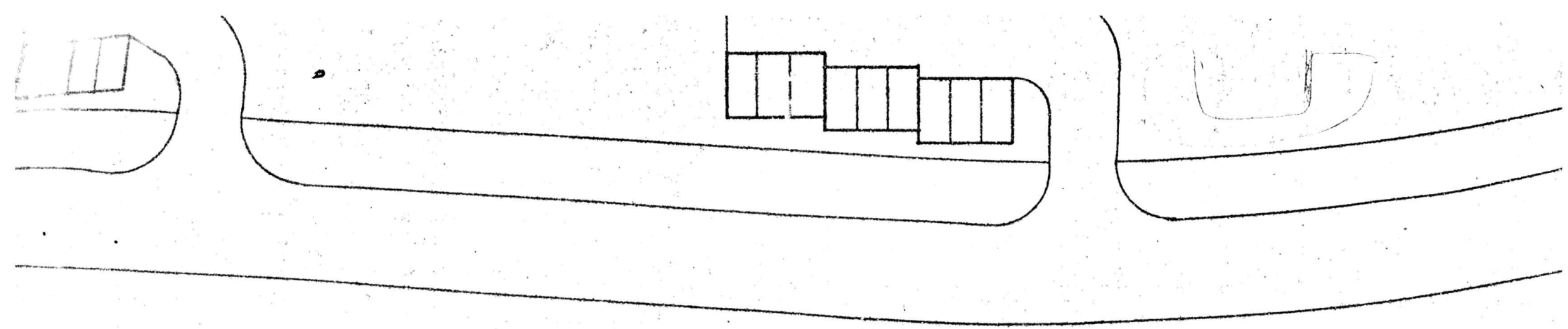




ELEVATION

FIXED JOIST SUPPORT
TO BE FIXED TO WALL
BY 'LOXIN' EXPANSION
PLUG

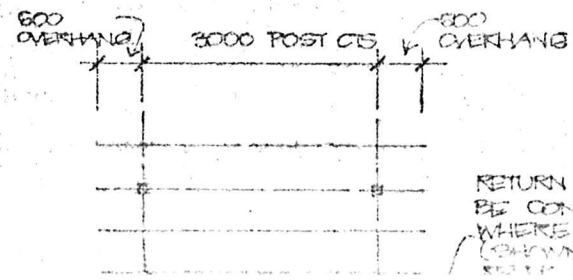




TOP OF PERGOLA TO LINE WITH TOP OF FASCI.

ELEVATION

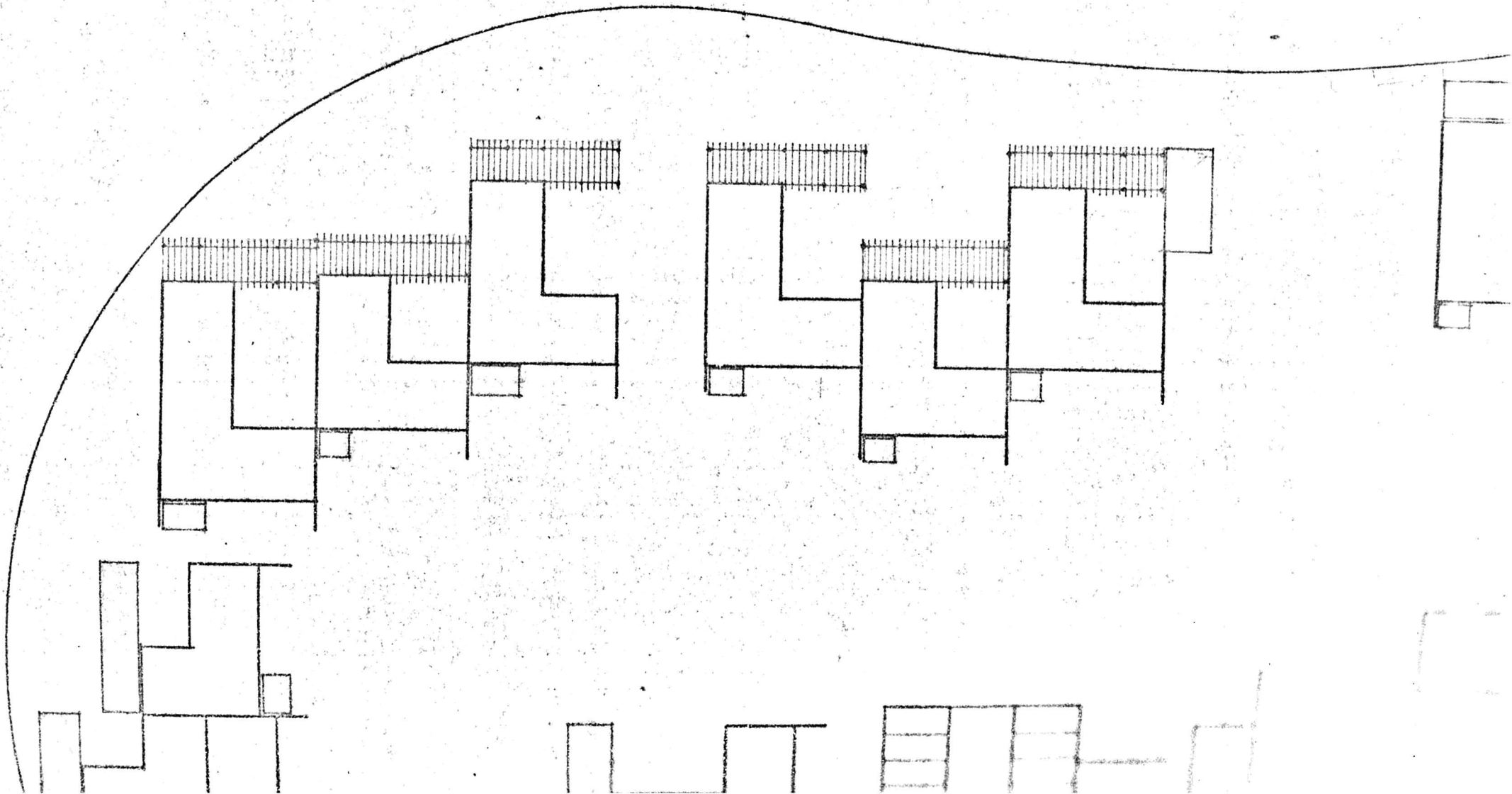
FIXED JOIST SUPPORT TO BE FIXED TO WALL BY 'LOXIN' EXPANSION PLUG

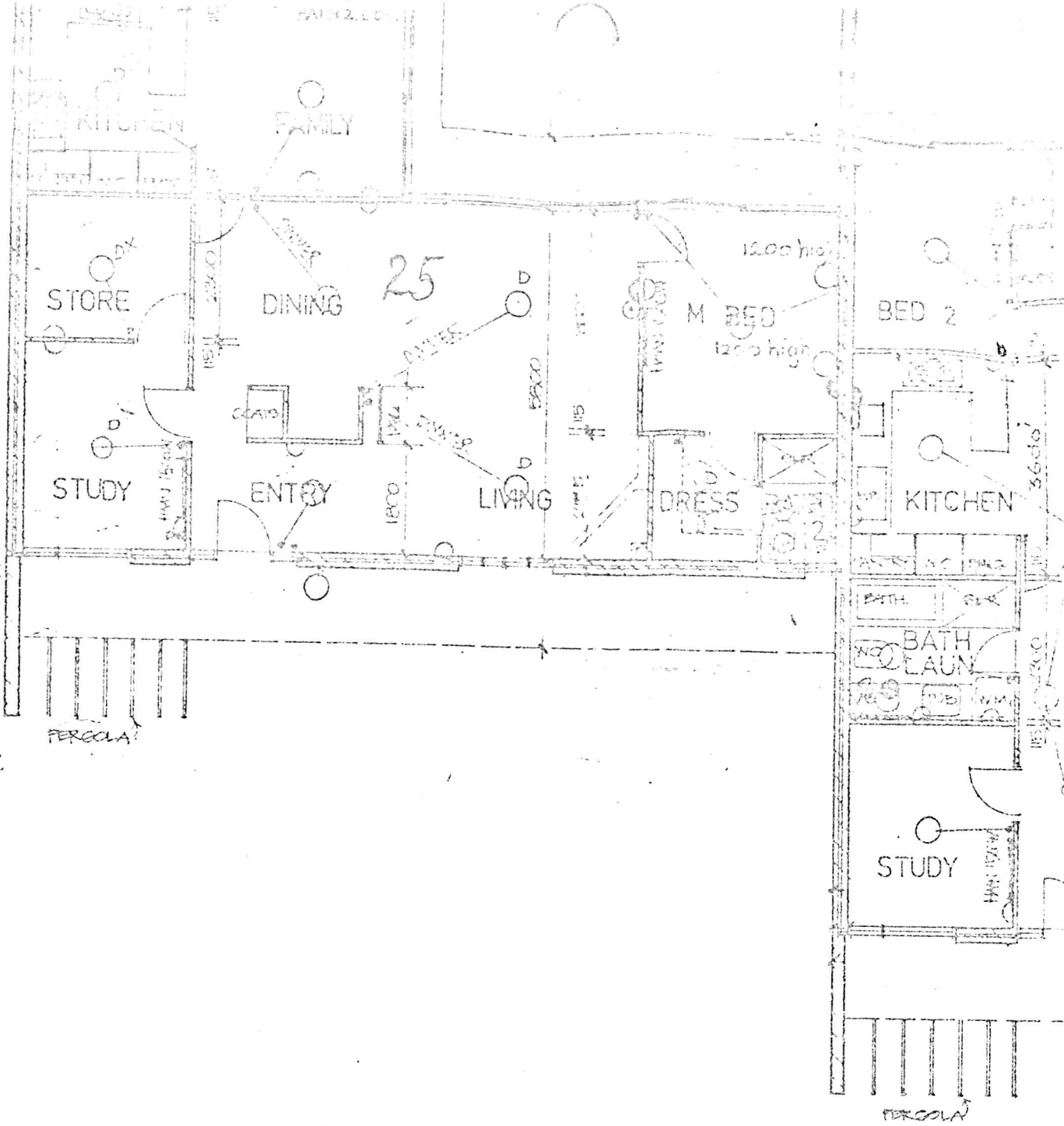


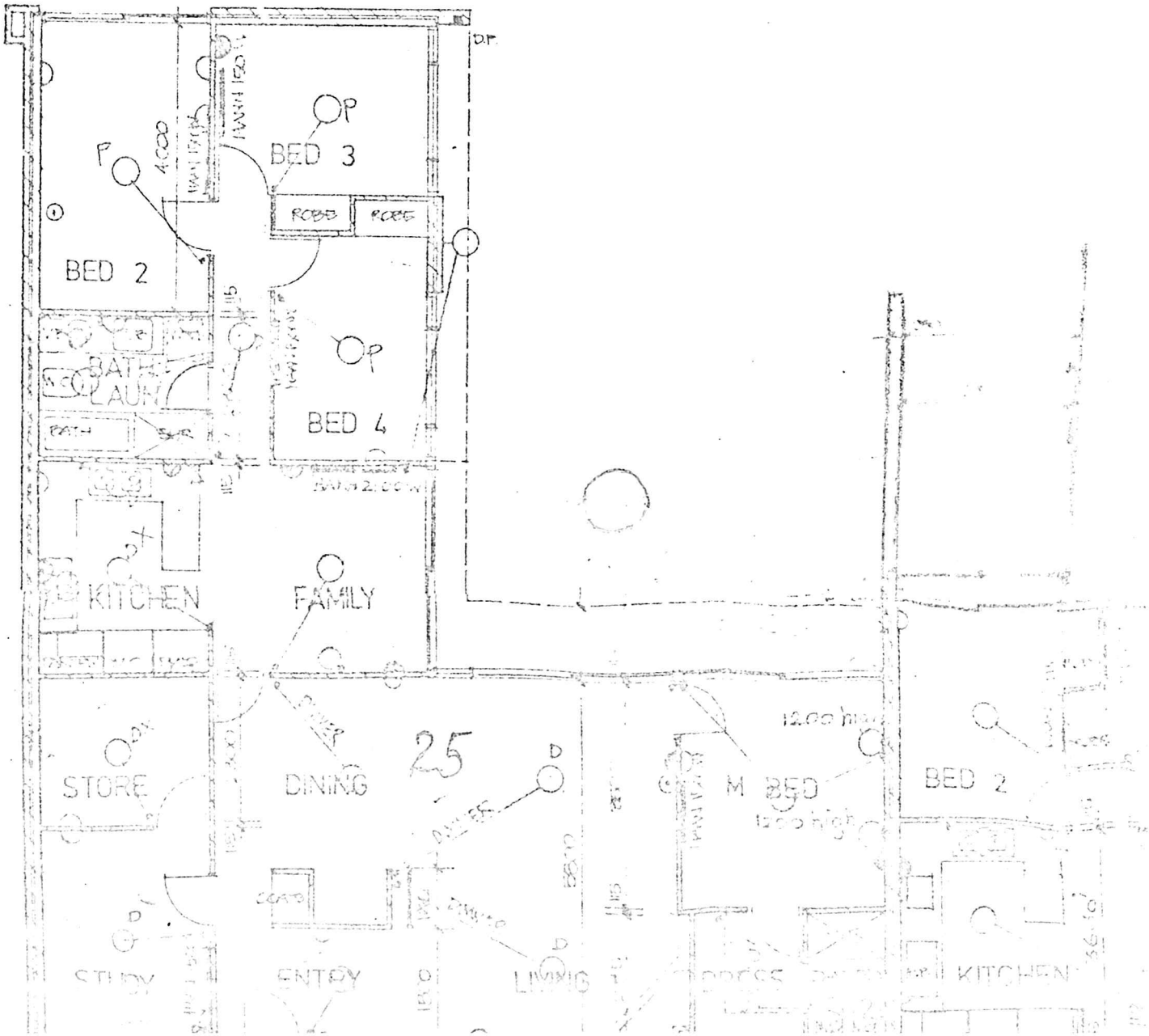
RETURN PERGOLA TO BE CONSTRUCTED WHERE APPLICABLE (ORIGIN SPEC'D) REFER TO SHEET 1001

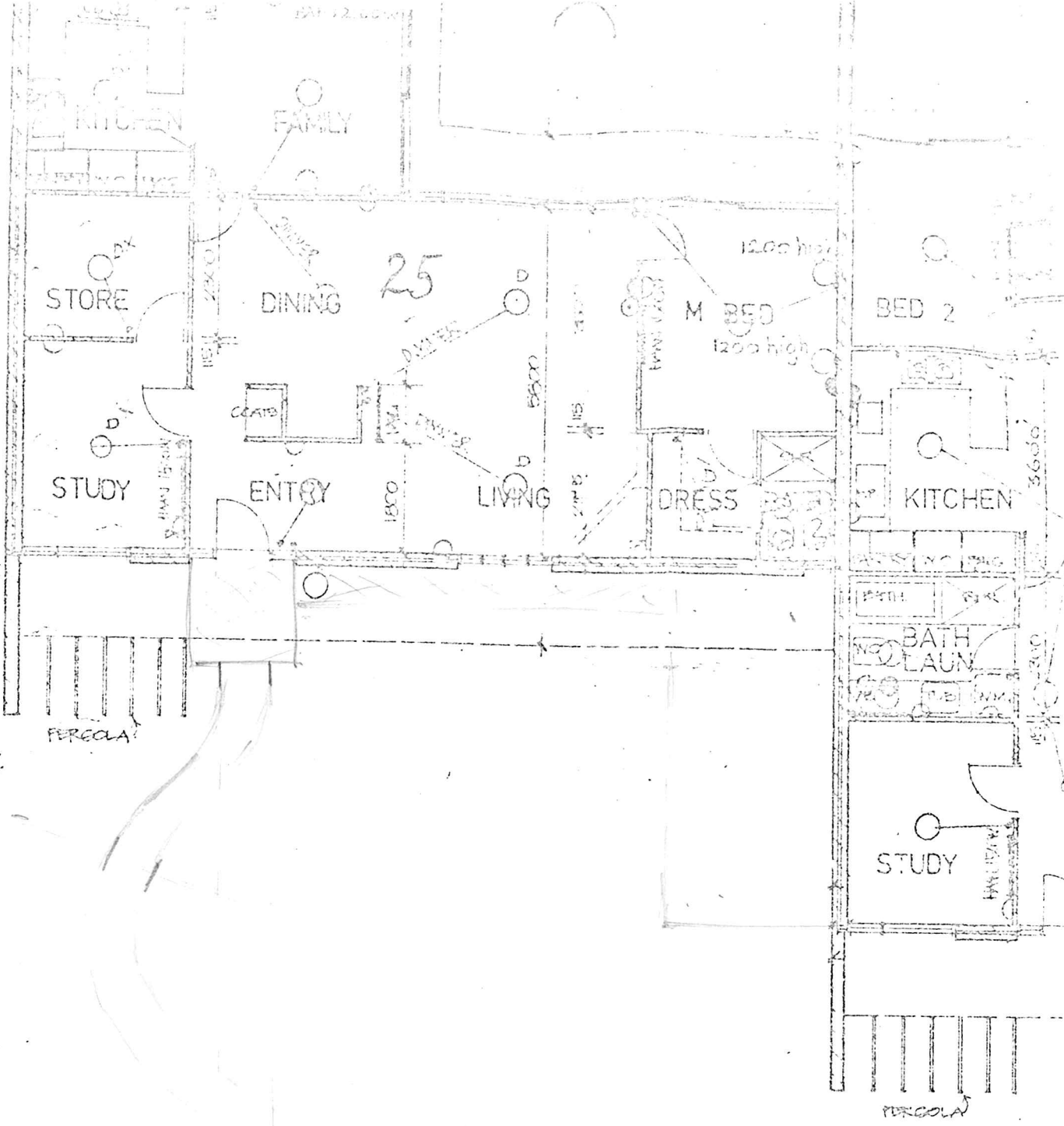


BOARD OF LEAY



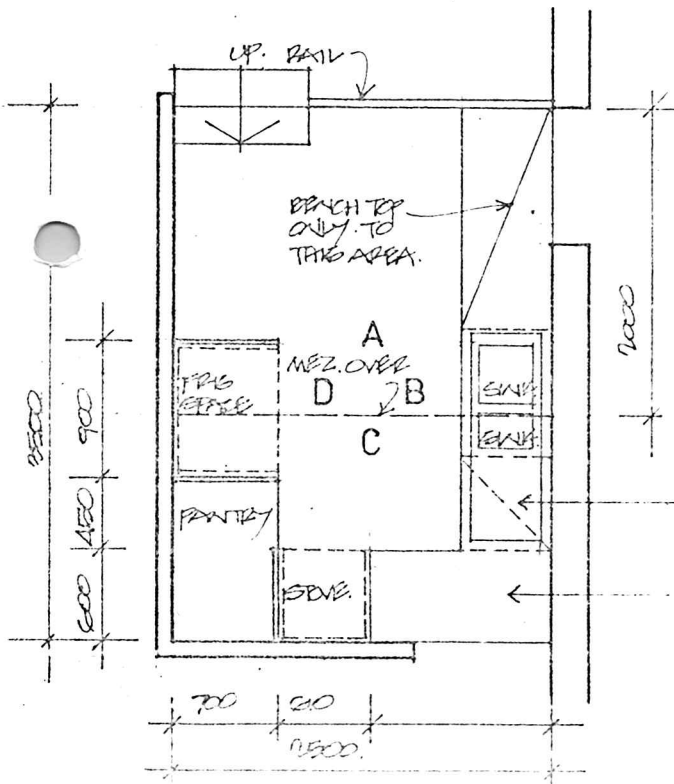
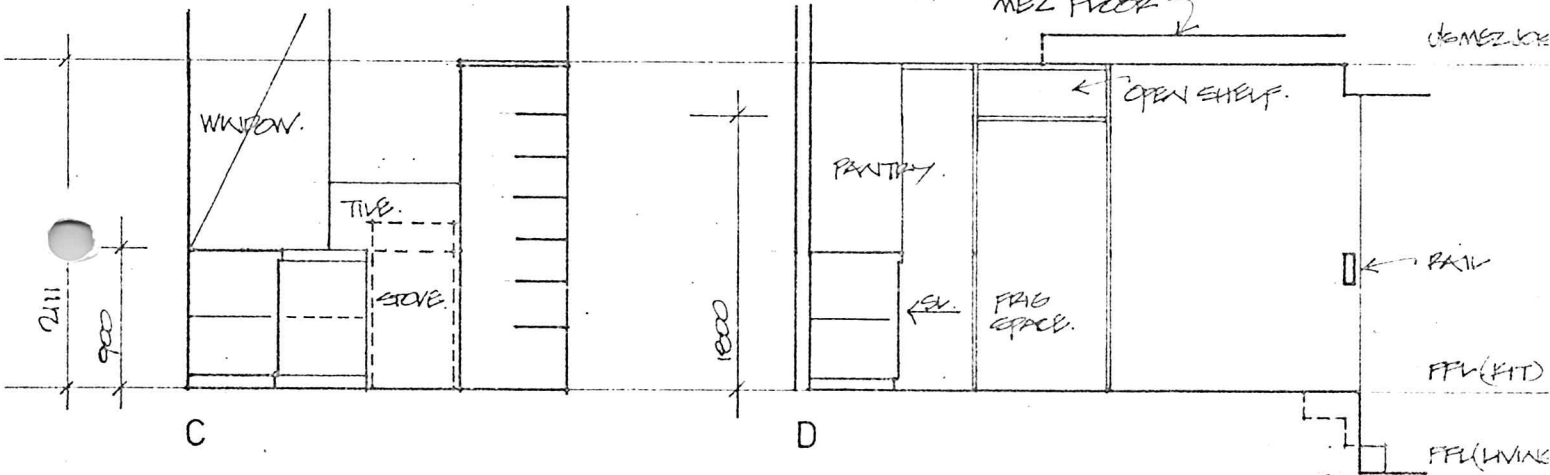
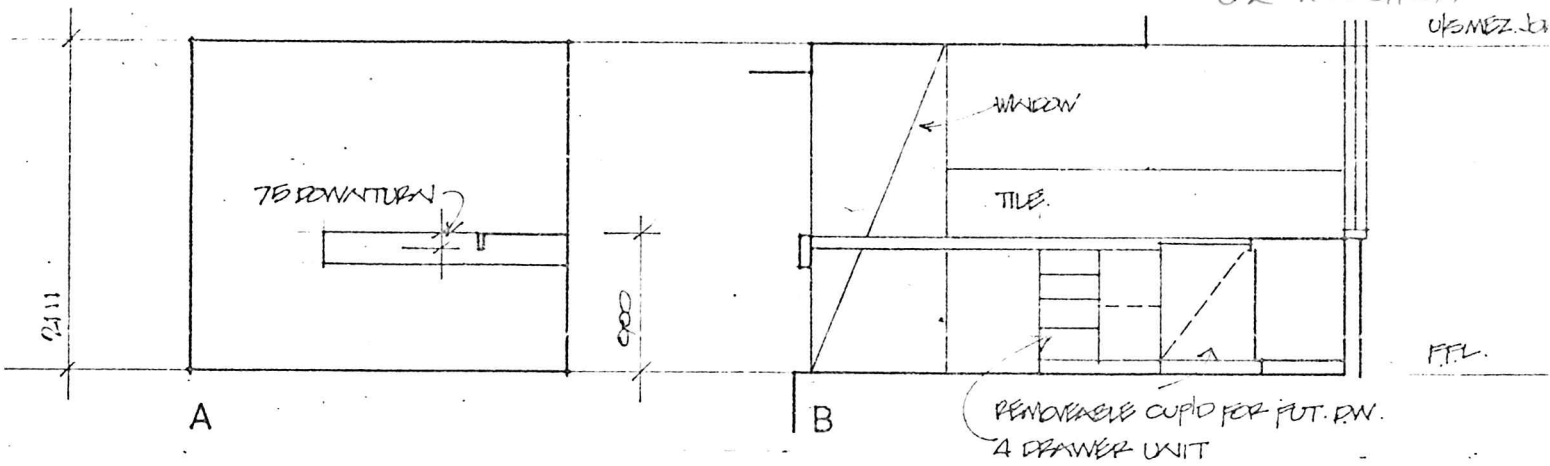






U2 KITCHEN

UP MEZ. LK



NOTE 1.

ALL P.C. ITEMS TO BE SUPPLIED AND FIXED BY CONTRACTOR.
ALL DIMENSIONS TO BE VERIFIED ON SITE.

NOTE 2.

THIS PLAN USED IN HANDED FORM.
WHERE APPLICABLE
REFER 1:100 PLANS FOR LOCATION.

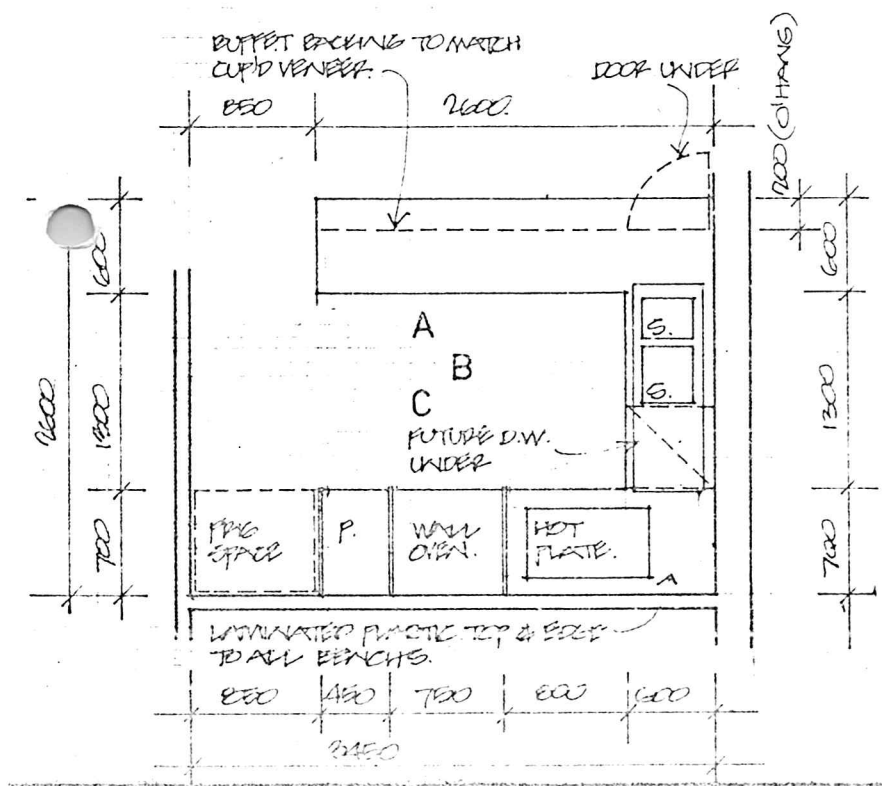
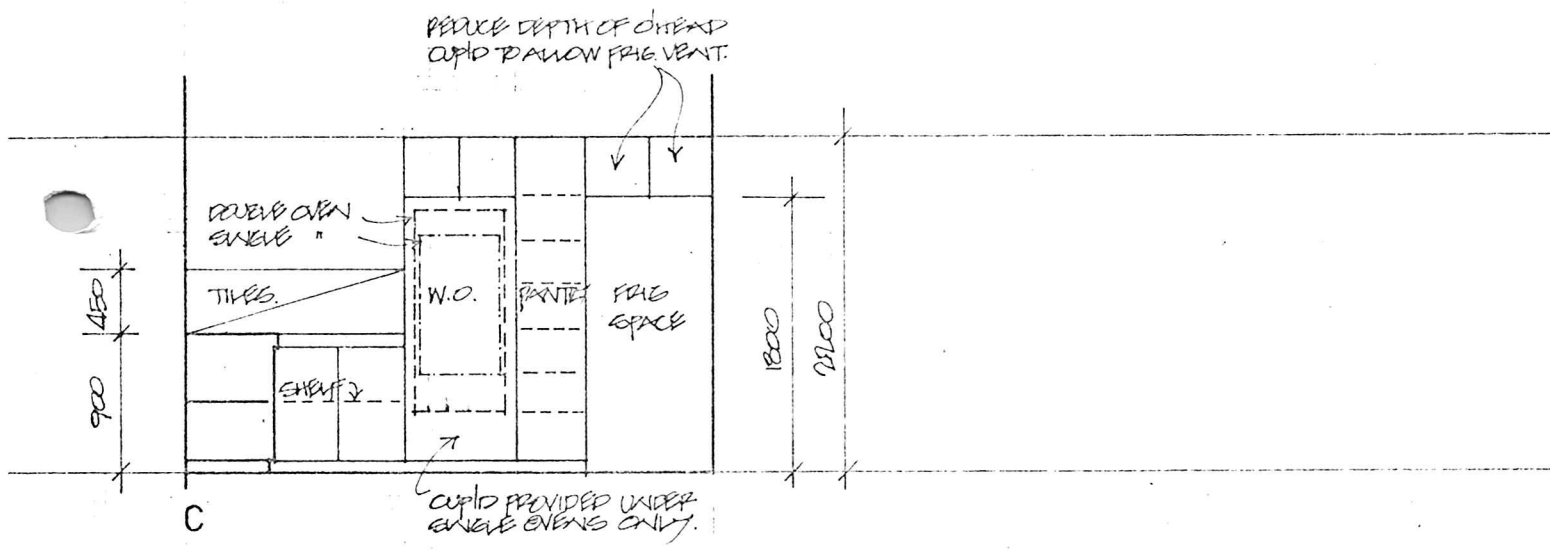
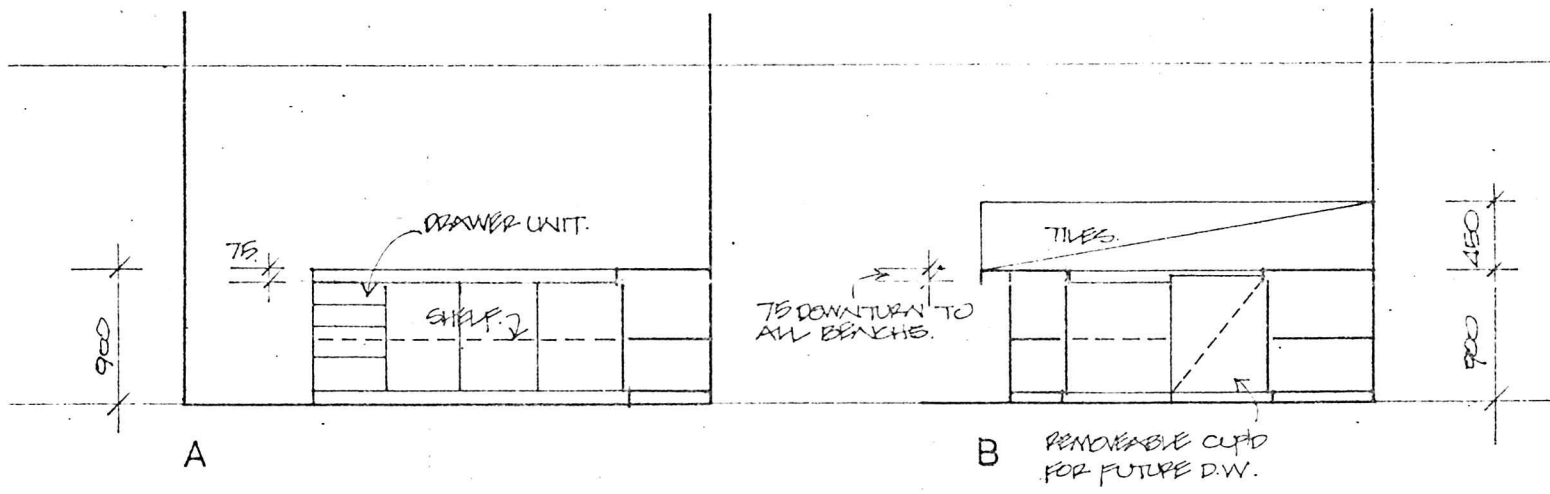
FUTURE DW. UNDER.

LAMINATED PLASTIC TOP
& PEEB STRIP TO ALL BENCHES.

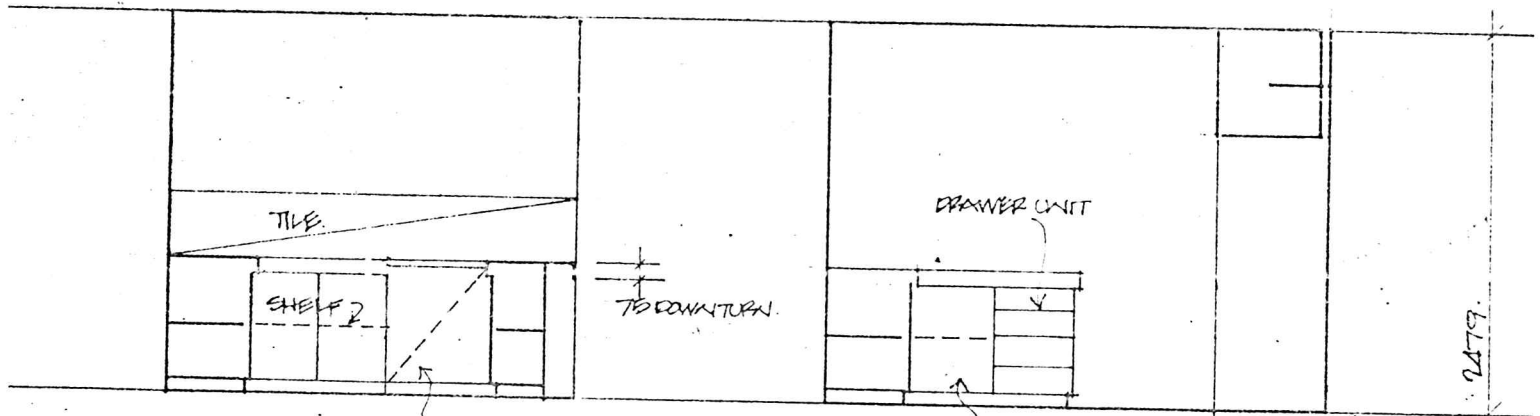
CO-OPERATIVE
COMMUNITY ADVANCEMENT
SOCIETY LIMITED

ARCHITECTS
MICHAEL BYSART - ASSOCIATES P/L
108 GEORGE ST SYDNEY 2000

SCALE 1/20
DATE 2/2/77

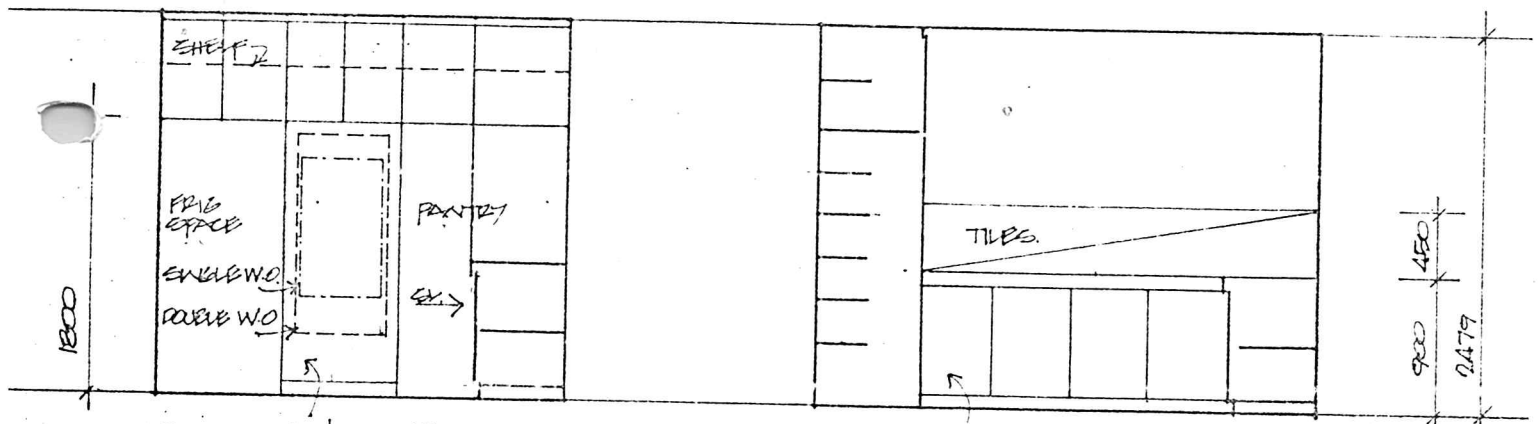


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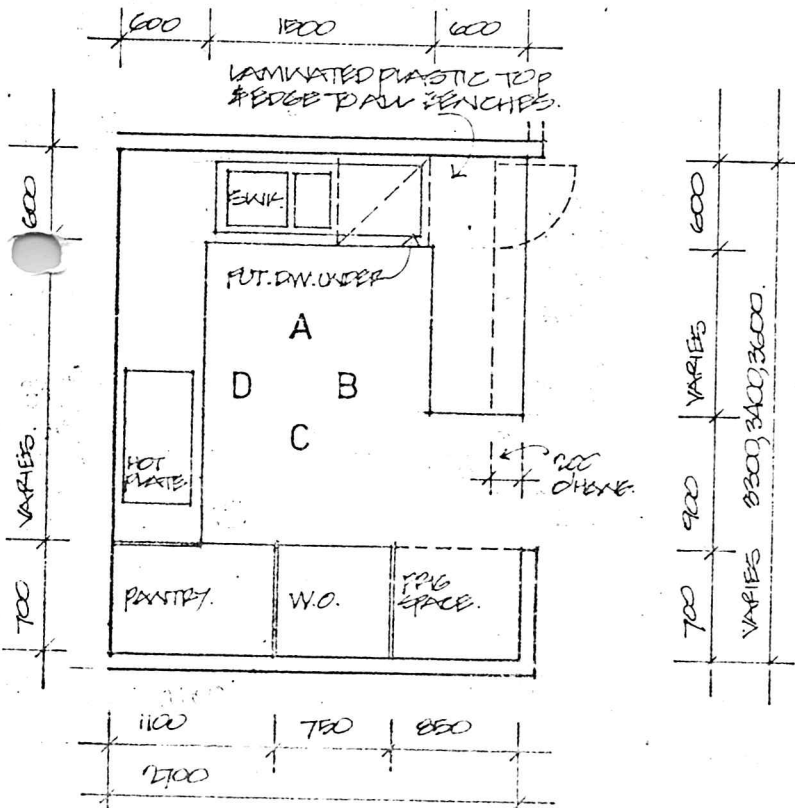
A REMOVABLE CUPD FOR FUT. DW.

B 2200 KITCHEN - DRAWER UNIT + 1 DOOR
3400, 3600 " - DRAWER UNIT + 2 DOORS.



C CUPD UNDER SINGLE W.O. ONLY.

D 2200, 3400 KITCHENS - 4 DOORS
2600 " - 5 "



NOTE

ALL FC. ITEMS TO BE SUPPLIED & FIXED BY CONTRACTOR.

ALL DIMENSIONS TO BE VERIFIED ON SITE