

ARTICLES OF AGREEMENT made the 15th day of March 1976 BETWEEN UEAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LIMITED whose registered office is 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 (herein after 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 community centre 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 Specifications 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 Specifications 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 additions and maintenance forming part of the actual cost as defined in Condition 20 of this agreement. Should the parties agree to a variation by way of deletion from the Contract Works, the amount payable by the Proprietor to the Master Builder hereunder shall be reduced by an amount calculated as an amount equal to 7½% of the agreed estimated cost of such deletions provided that this clause shall not operate so as to reduce the fee payable to the Master Builder hereunder below an amount of One Hundred and Twenty Thousand Dollars (\$120,000).



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)
hereonto affixed by authority of)
the Board of Directors:)

A handwritten signature in dark ink, appearing to be a stylized name, is written over the right side of the second block of text.

ARTICLES OF AGREEMENT made the 13th day of March 1976 BETWEEN ULAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LIMITED whose registered office is 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 (herein after called "the Master Builder") of the other part.

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1. 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 Proprietor to the Master Builder 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.

M. A. M.

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.

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- (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;
- (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 satisfaction 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 arrange 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

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(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.

- (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.

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.

- 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 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.

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.

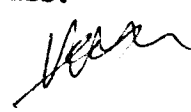
- (a) When the Works or any part thereof are practically completed the Master Builder, provided that the Proprietor shall have paid all moneys then due and payable hereunder in respect thereof shall hand all keys to such parts of the Works as are practically completed to the Proprietor or such other 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.

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.

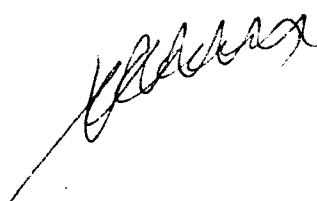
29.

Failure to Complete by Completion Date.

If the Master Builder shall not have completed the Works by the completion date as provided herein or such amended completion date as may be subsequently agreed between the parties hereto then the Master Builder shall pay to the Proprietor the sum of \$2000.00 per week or part thereof until the Works have been completed.

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

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



ATTACHMENT "A"

LIST OF MAJOR SUB-CONTRACTING AREAS

All Electrical Work

All Plumbing Work

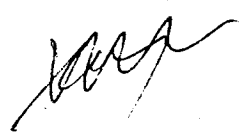
All Roofing and Carpentry Work so far as
Roof Trusses are concerned

1 B.A. /

SITE HANDOVER SCHEDULE

<u>BLOCK</u>		<u>DATE</u>
J	39, 40, 41, 42, 43, 44	22.3.76
H	33, 34, 35, 36, 37, 38	29.3.76
G	28, 29, 30, 31, 32	5.4.76
F	22, 23, 24, 25, 26, 27	12.4.76
E	19, 20, 21	19.4.76
D	15, 16, 17, 18	26.4.76
A	1, 2, 3, 4, 5	3.5.76
K	44, 45, 46, 47, 48, 49, 50, 51, 52	3.5.76
L	53, 54, 55, 56, 57, 58, 59	3.5.76
B	6, 7, 8, 9	10.5.76
C	10, 11, 12, 13, 14	10.5.76
M	60, 61, 62, 63, 64, 65, 72	10.5.76
N	66, 67, 68, 69, 70, 71	10.5.76
Community Centre		22.3.76

Carports to run concurrently with adjoining blocks



LIST OF SOLD AND SETTLED UNITS

AND PURCHASERS.

UNIT NO PURCHASER

37 Ballard, V.E.

9 Vincent Charles
Blackburn &
Lyytikainen

27 Christie

1010 Cushing

35 Dowe

41 Michael Dysart
& Associates
Pty. Ltd

22 Ellyard

6 Everett

29 Gascoine

28 Goldring & Orr

UNIT NOPURCHASER

15

Harris

38

Hawker

43

Healy

1

Hickson

42

Hodge

7

Jackson

8

Kanard

19

Kay

23

Klimowicz

26

Kortlang

39

Lang

11

Lloyd

31

Lowe

17

McAlpine

5

McCarthy

12

McIntyre

16

Maher

36

Moran

2

Murphy

30

Mutton

18

Pratt, A.I.C.
& J.B.

14

Pratt N.L.

4.

Probert

UNIT NO

PURCHASER

21 Robbins

20 Ryan

40 Shann...

3 Sharp

32 Smith

33 Towers

25 Watson

13 Withers &
Powall

24 Woodrow

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THIRD SCHEDULE

UNITS SOLD BUT UNSETTLED AND PURCHASERS

<u>UNIT</u>	<u>PURCHASER</u>
34	GOLSKI, A. & C.
44	REEVES, F. & N.
47	BOYD, S.
49	STEWART, M. & G.
51	BLOMFIELD PROPERTIES PTY LTD
54	GOGGIN, T.
59	IRONSIDE, C.
60	BINNIE, P.A.
61	BATTY, J.A. & C.M.
64	EDWARDS, O.I.
65	MACDONALD, B.A.
69	BATTY, I.D. & P.L.
71	HAY, A.
72	HOUSTONE, A.

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FOURTH SCHEDULE

UNSOLD UNITS IN
UNITS PLAN NO.119

UNIT	NO.	45
"	"	46
"	"	48
"	"	50
"	"	52
"	"	53
"	"	55
"	"	56
"	"	57
"	"	58
"	"	62
"	"	63
"	"	66
"	"	67
"	"	68
"	"	70

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17 May 1976

The Secretary and Manager,
N.C.D.C.,
P.O. Box 373,
CANBERRA CITY. A.C.T. 2601

Attention: Mr Gordon Davidson

Kambah Pool Road

As you are aware, work has commenced on the Urambi project (Section 149, Kambah) and the first houses will be ready for occupancy in August.

We understood from plans issued by N.C.D.C. for the development of Kambah that the Kambah Pool Road was to be shifted approximately half a mile to the west and that this would be completed within the near future. The decision of the co-operative to develop Section 149 was based in part on this understanding and we would appreciate confirmation that the road is to be shifted.

The possibility that the road will not be shifted is causing us some concern as it carries quite a large volume of traffic, especially during the summer and the dust from an unsealed road will cause a great deal of discomfort and inconvenience to our members.

We hope that we can arrive at a mutually agreeable solution in the near future.


IAN LOWE
CHAIRMAN

I spoke to N.C.D.C. and they said there were no immediate plans to do anything with the road. They suggested we write to them and they would examine the cost implications. Hence this letter.

IL
17/5/76.

VOL 652,
Folios 1 to 73

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No.

Block 1 Section 149 Division of KAMBAH
Register Book Volume 613 Folio 84 Deposited Plan No. 4193

Address of the Corporation for service of documents P.O. BOX 666 CIVIC SQUARE A.C.T. 2608.

I, _____
of _____
a surveyor registered under the Surveyors Ordinance 1967-1970 hereby certify that the diagram on this sheet shows the boundaries of the abovementioned parcel of land, (and, if the parcel is to be sub-divided into Class B units as defined in the Unit Titles Ordinance 1970, the boundaries of each of those units) and the boundaries, at ground level, or projected to ground level, of the extremities of each building on the parcel and that each building is wholly within the parcel.

Dated this _____ day
of _____, 19_____.

Registered Surveyor

Approved under the Unit Titles Ordinance 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Dated this _____ day
of _____, 19_____.

Minister of State for the Interior

Registered by me on the _____ day of _____, 19_____,
at _____ minutes past _____ o'clock
in the _____ noon, the number allocated to the
Units Plan being _____.
The terms of the leases of the units and the lease of the
common property expire on the _____
day of _____.

Registrar of Titles

SITE PLAN

I, JOHN WARREN FOXLEE OF CANBERRA A SURVEYOR REGISTERED UNDER THE SURVEYORS ORDINANCE 1967-1975 HEREBY CERTIFY THAT THE DIAGRAM ON THIS SHEET SHOWS —

- THE BOUNDARIES OF THE ABOVE-MENTIONED PARCEL OF LAND;
- THE BOUNDARIES OF EACH UNIT THAT IS A CLASS B UNIT AS DEFINED IN THE UNIT TITLES ORDINANCE 1970-1975 INTO WHICH THE PARCEL IS TO BE SUBDIVIDED;
- THE BOUNDARIES, AT GROUND LEVEL, OR PROJECTED TO GROUND LEVEL, OF THE EXTREMITIES OF EACH BUILDING OR BUILDING IN COURSE OF ERECTION ON THE PARCEL AND THAT EACH BUILDING OR BUILDING IN COURSE OF ERECTION IS WHOLLY WITHIN THE PARCEL

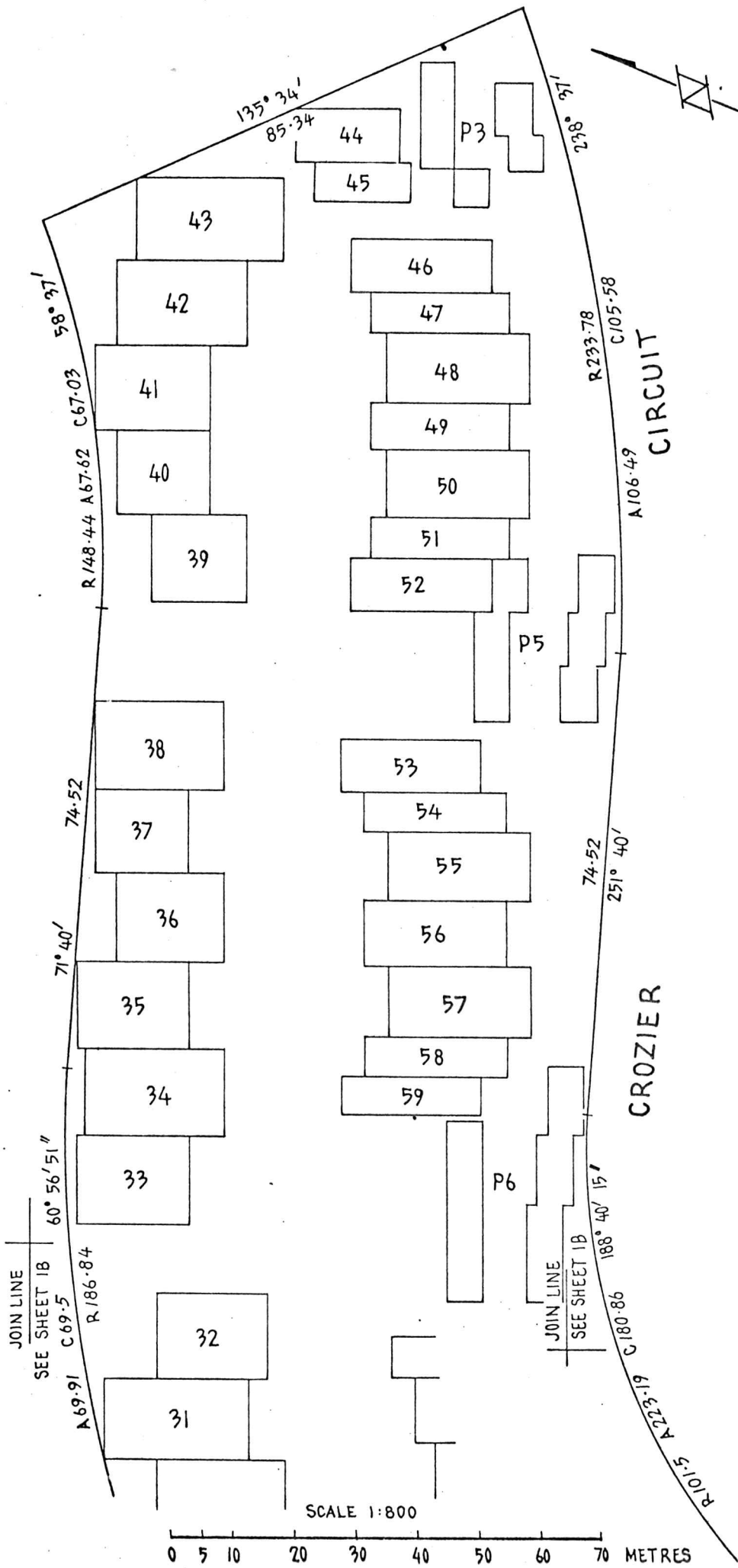
DATED THIS TWENTY THIRD DAY OF JULY, 1976

J. Foxlee
REGISTERED SURVEYOR

FOR SITE PLAN SEE ATTACHED
SHEETS N° 1A, 1B, 1C.

Scale: _____ feet to the inch.

Applicant

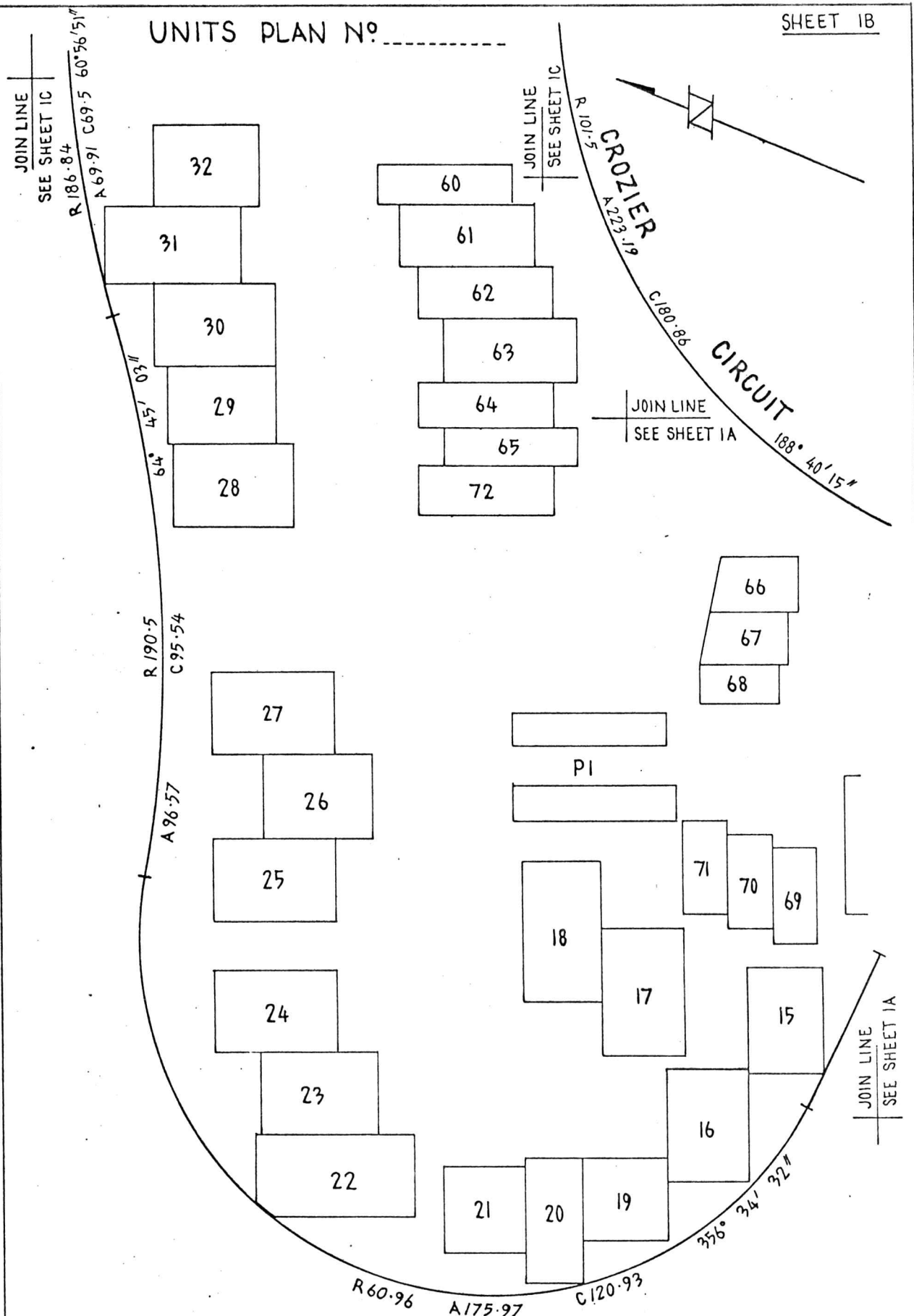


CIRCUIT

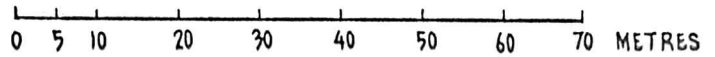
CROZIER

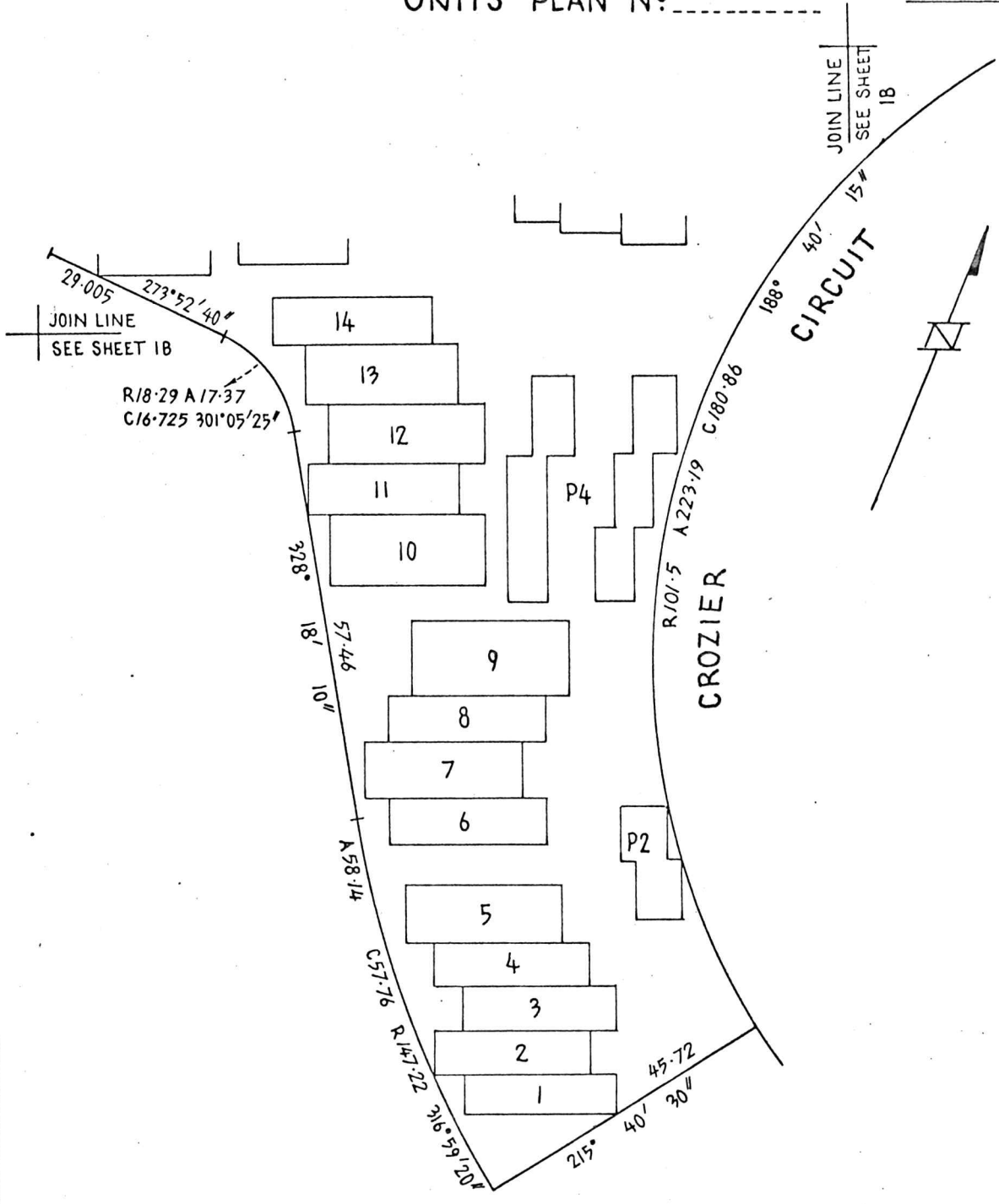
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0 5 10 20 30 40 50 60 70 METRES

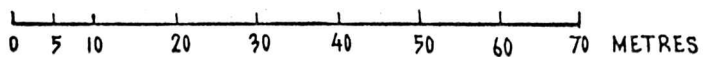


SCALE 1:800





SCALE 1:800



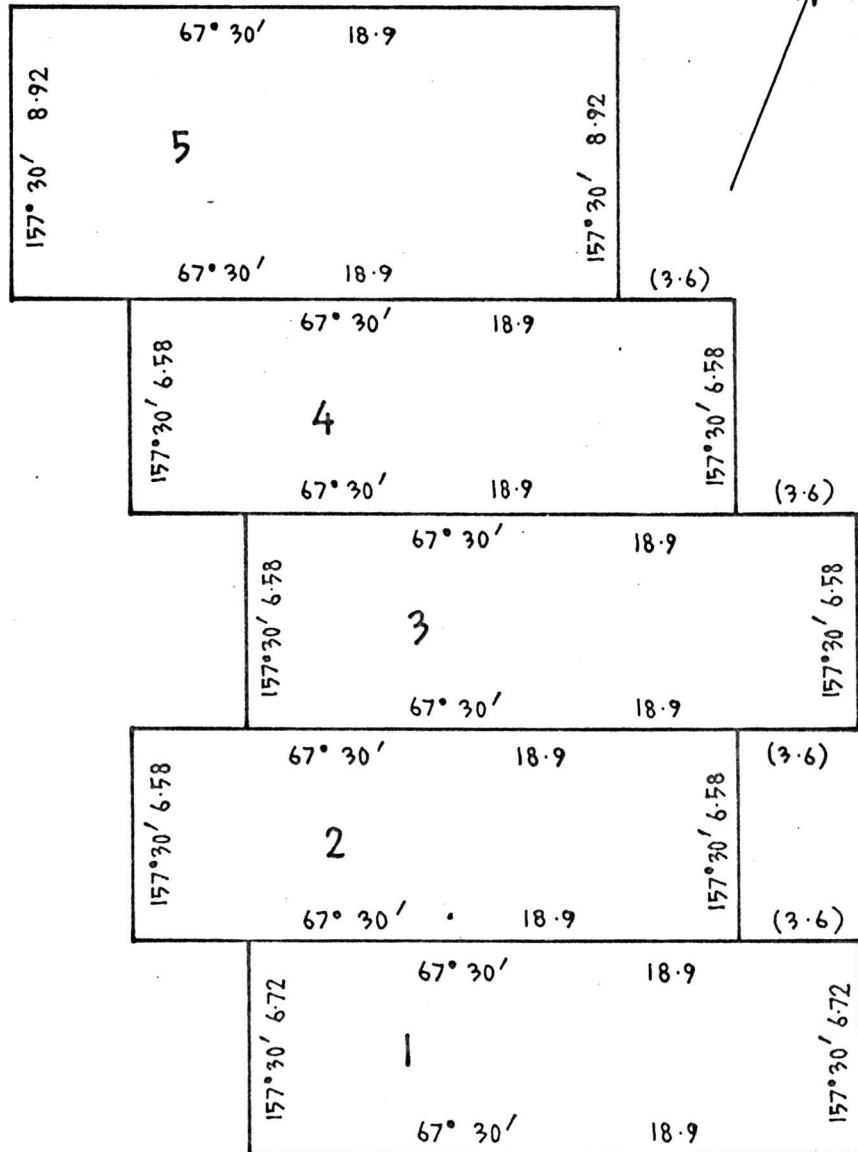
UNITS PLAN No.

Block..... Section **149** Division of **KAMBAH**

FLOOR PLAN

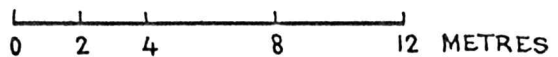
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:200

Scale: 1:200 feet to the inch.



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Applicant

.....
Minister of State for the Capital Territory

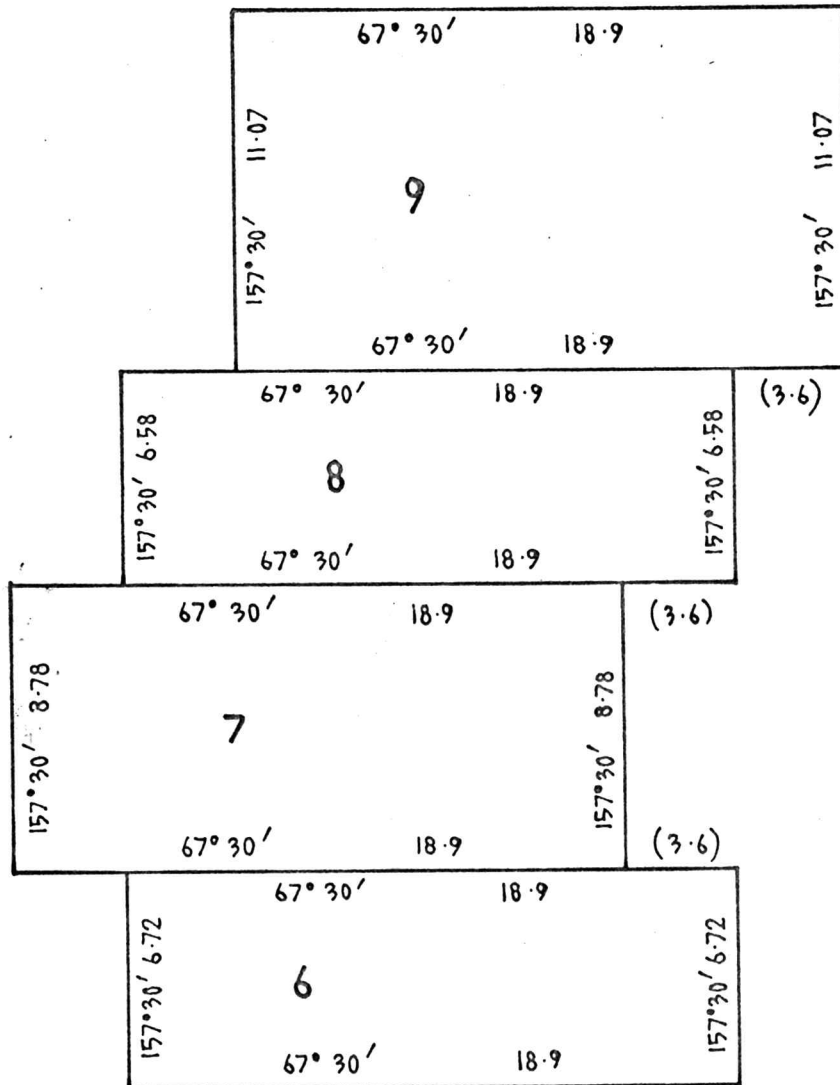
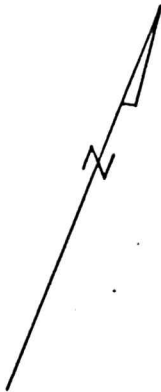
UNITS PLAN No.

Block....., Section 149, Division of KAMBAH

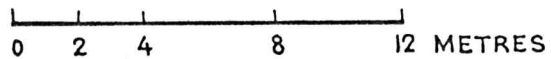
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:200



Scale: 1:200 feet to the inch

Applicant

Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

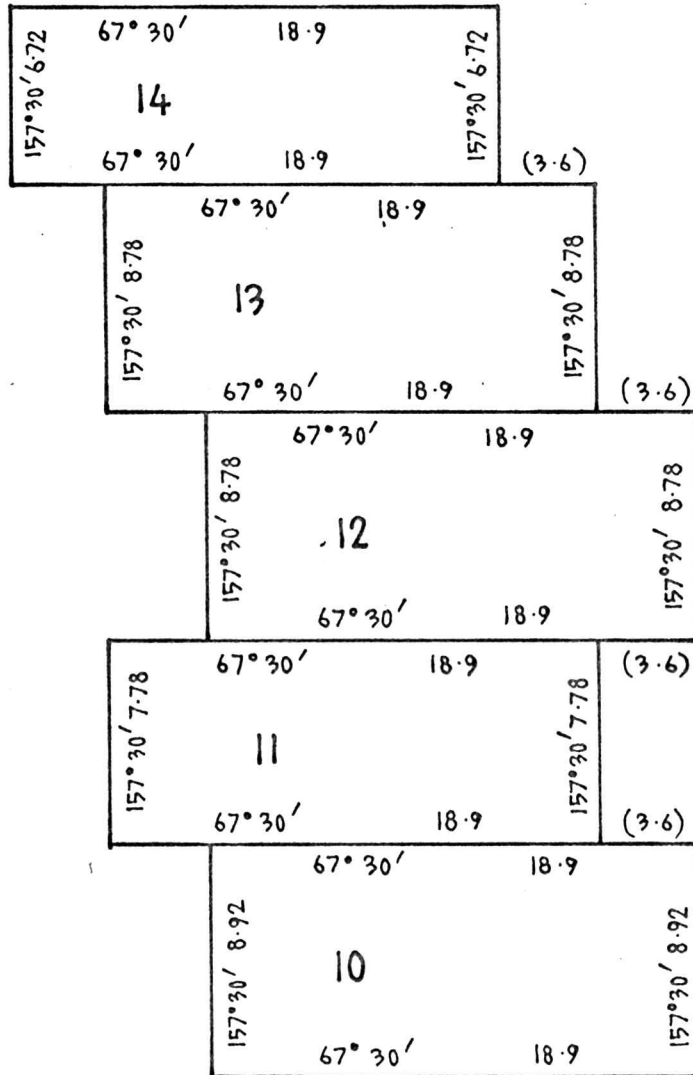
UNITS PLAN No.

Block....., Section **149**, Division of **KAMBAH**

FLOOR PLAN

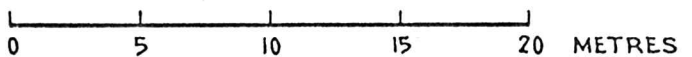
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:250

Scale: 1:250 feet to the inch.



Applicant

Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

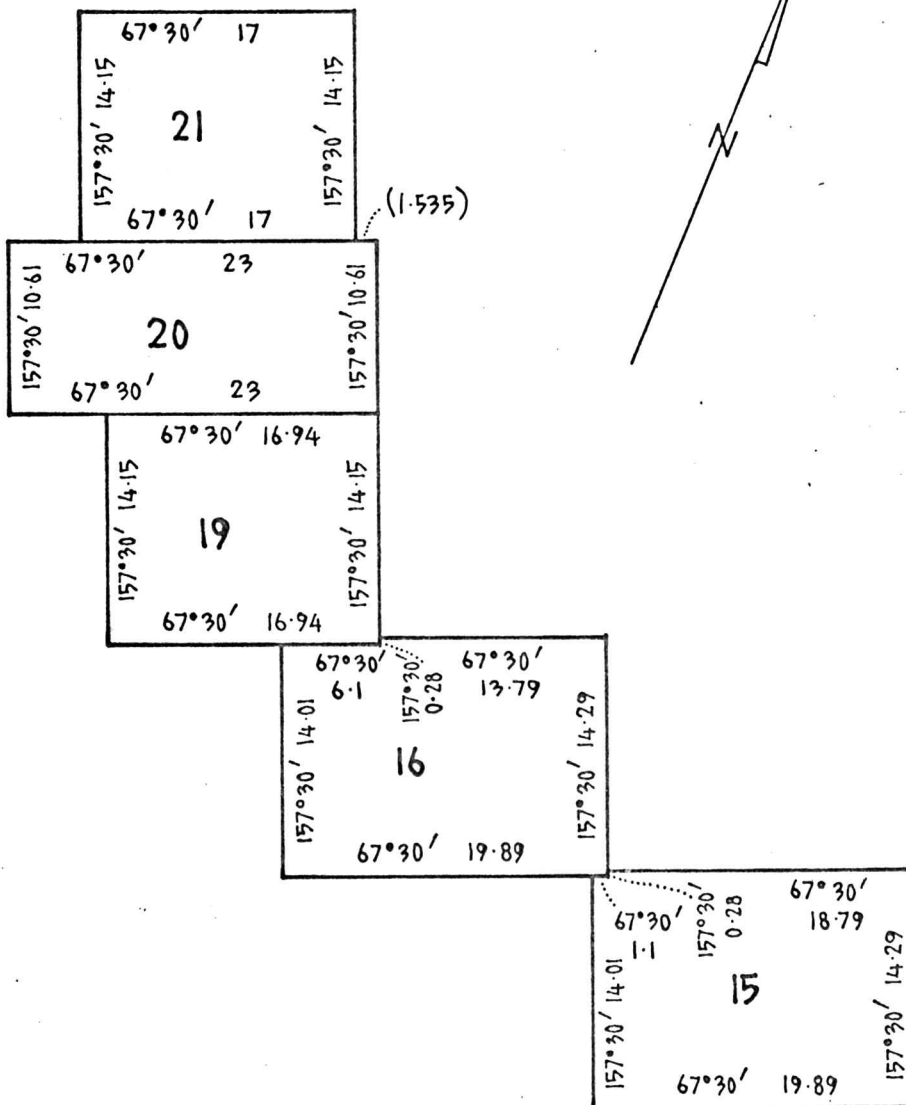
UNITS PLAN No.

Block..... Section **149**..... Division of **KAMBAH**

FLOOR PLAN

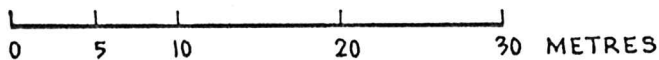
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:400

Scale: 1:400 feet to the inch



Applicant

Minister of State for the Capital Territory

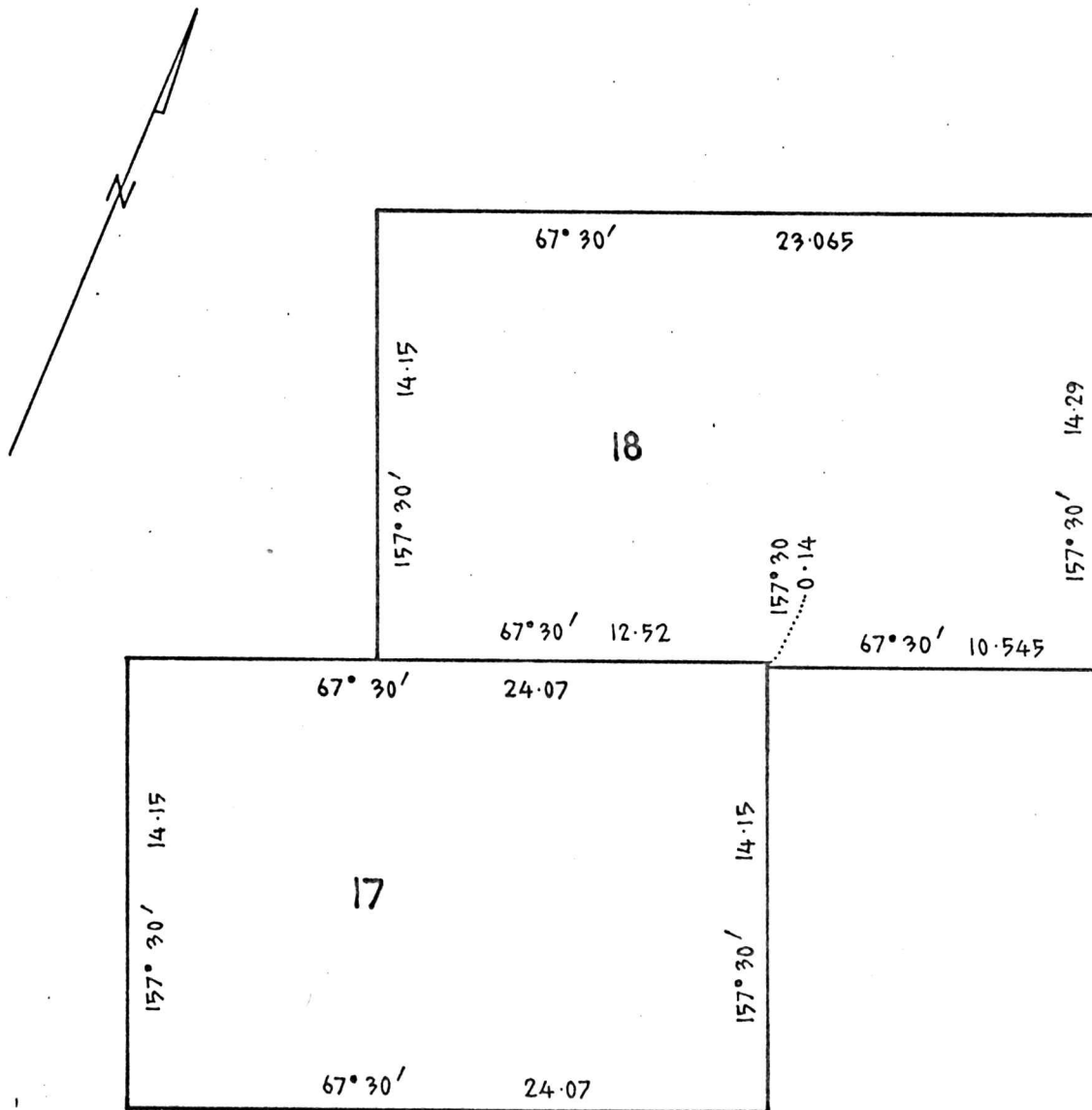
UNITS PLAN No.

Block..... Section **149** Division of **KAMBAH**

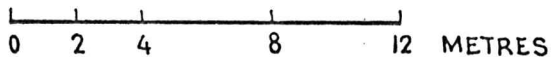
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:200



Scale: 1:200 feet to the inch

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Applicant

.....
Minister of State for the Capital Territory

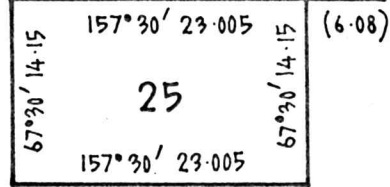
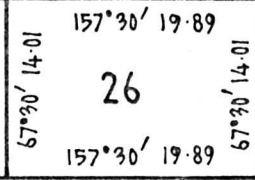
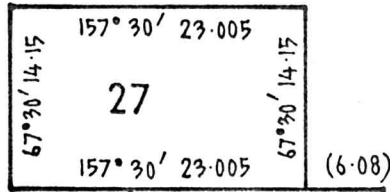
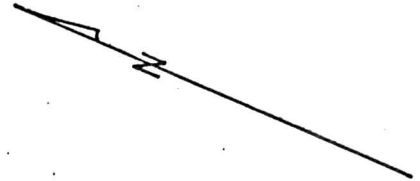
UNITS PLAN No.

Block....., Section 149, Division of KAMBAH

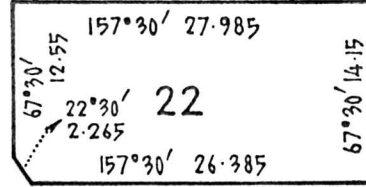
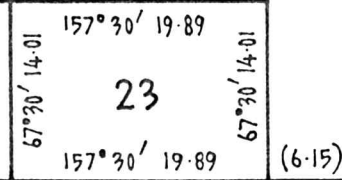
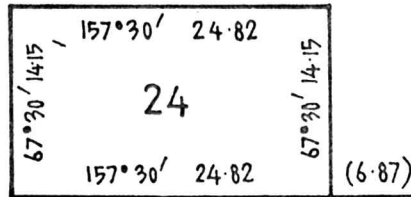
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor

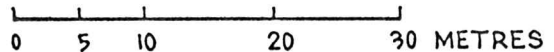


8
67° 30'



SCALE 1:500

Scale: 1:500 feet to the inch



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Applicant

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Minister of State for the Capital Territory

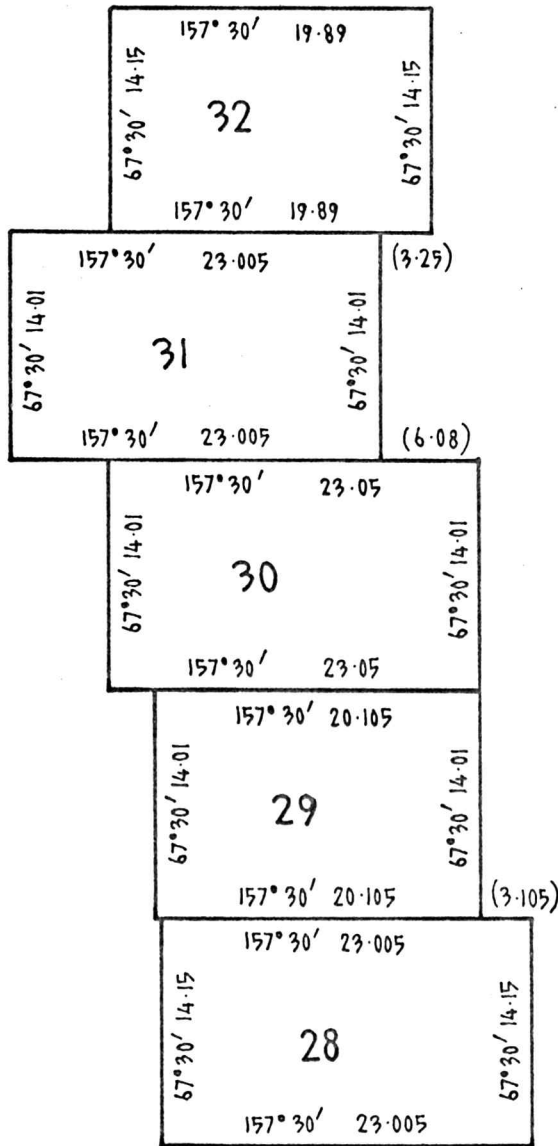
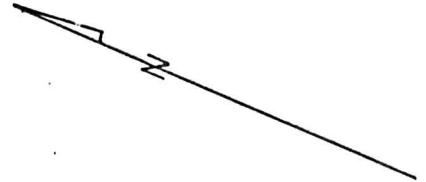
UNITS PLAN No.

Block..... Section 149 Division of KAMBAH

FLOOR PLAN

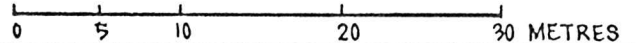
(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:400 feet to the inch.

SCALE 1:400



.....
Applicant

.....
Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

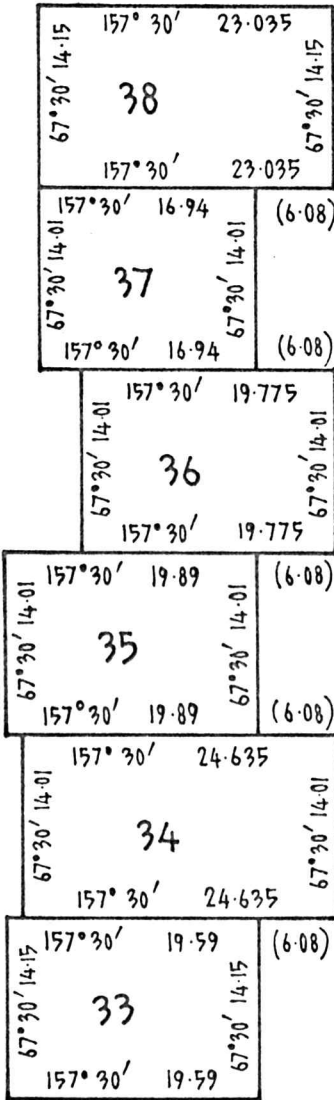
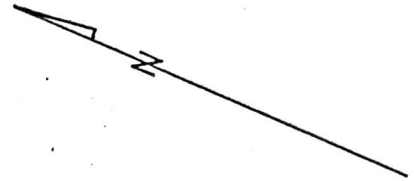
UNITS PLAN No.....

Block....., Section **149**, Division of **KAMBAH**

FLOOR PLAN

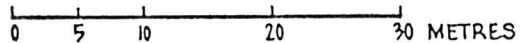
(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:500 feet to the inch

SCALE 1:500



Applicant

Minister of State for the Capital Territory

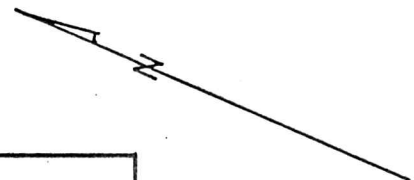
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No.

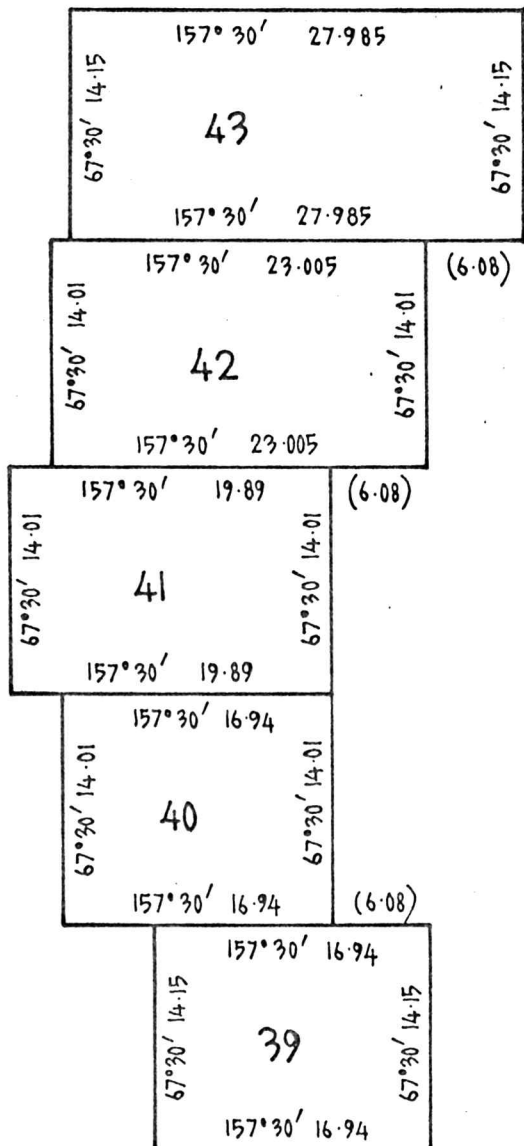
Block..... Section **149** Division of **KAMBAH**

FLOOR PLAN

(1) GROUND
CLASS 'B'

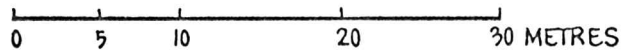


(1) Number of floor



SCALE 1:400

Scale: 1:400feet to the inch.



Applicant

Minister of State for the Capital Territory

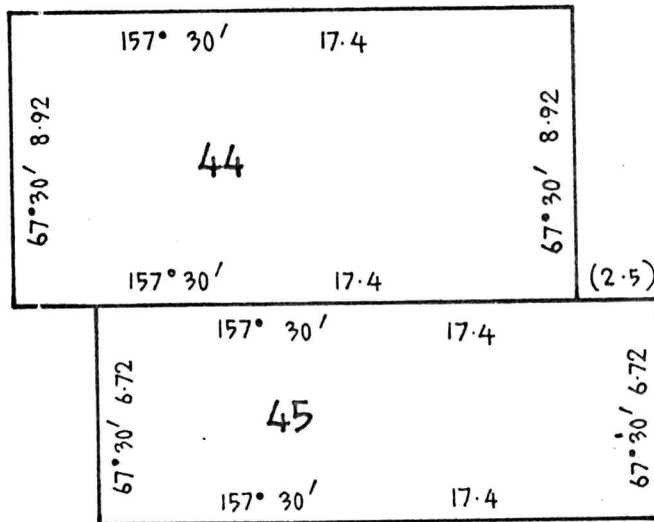
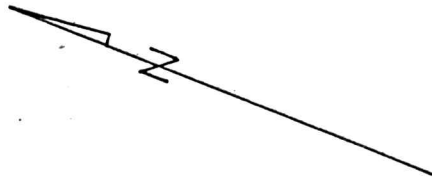
UNITS PLAN No.

Block....., Section **149**....., Division of **KAMBAH**

FLOOR PLAN

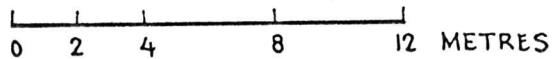
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:200

Scale: 1:200 feet to the inch



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Applicant

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Minister of State for the Capital Territory

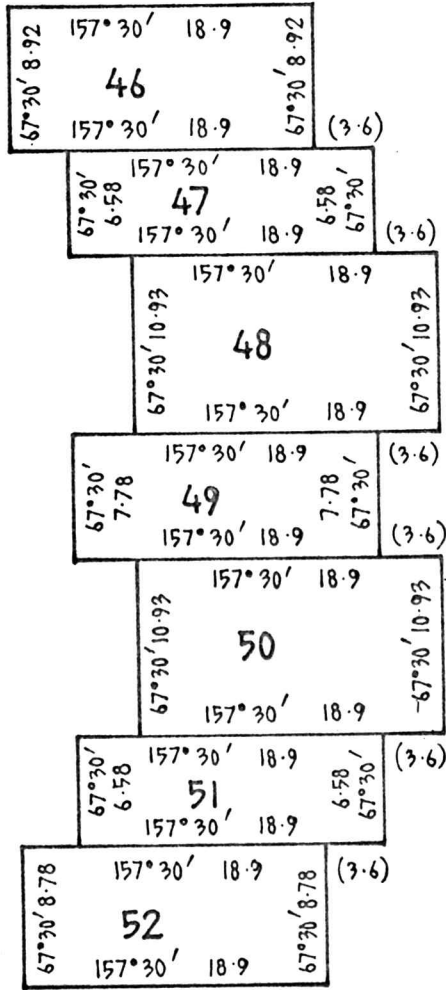
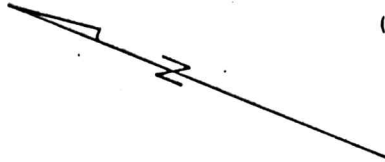
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Block....., Section **149**, Division of **KAMBAH**

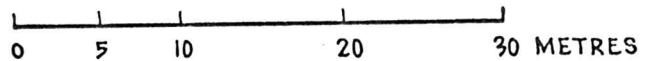
FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:400



Scale: 1:400 feet to the inch

Applicant

Minister of State for the Capital Territory

Real Property (Unit Titles) Ordinance 1970

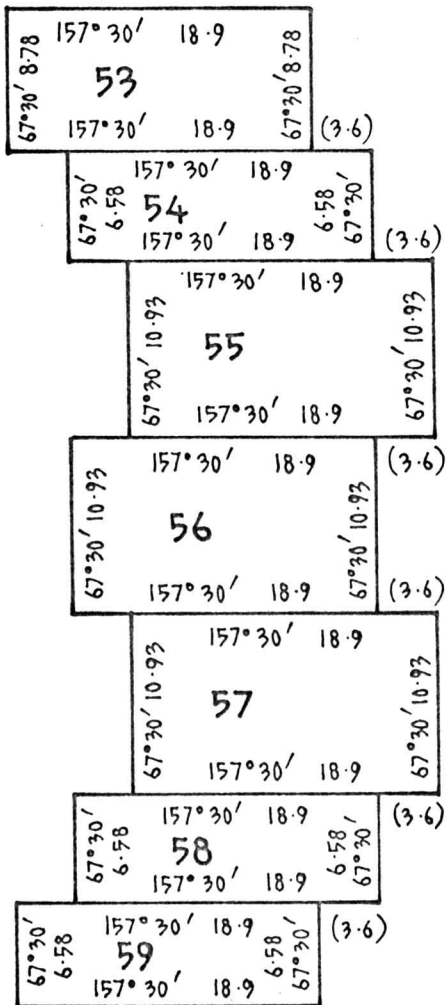
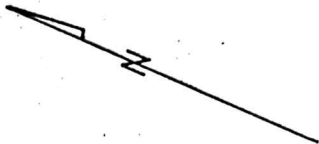
UNITS PLAN No.

Block....., Section **149**....., Division of **KAMBAH**.....

FLOOR PLAN

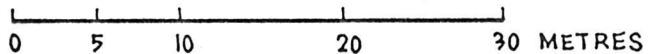
(1) GROUND
CLASS 'B'

(1) Number of floor



SCALE 1:400

Scale: 1:400 feet to the inch



Applicant

Minister of State for the Capital Territory

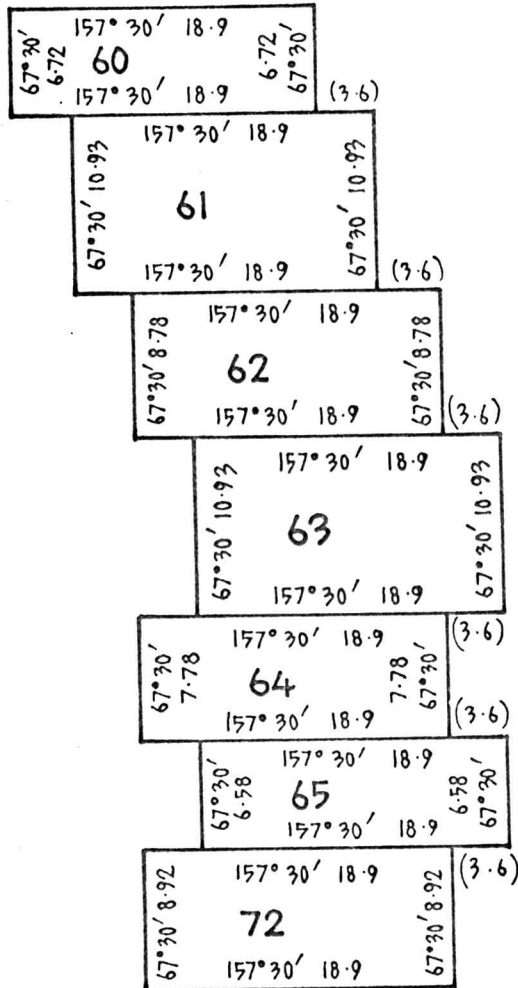
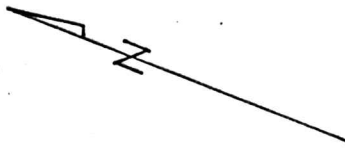
UNITS PLAN No.

Block....., Section **149**....., Division of **KAMBAH**.....

FLOOR PLAN

(1) GROUND
CLASS 'B'

(1) Number of floor



Scale: 1:400 feet to the inch

SCALE 1:400

0 5 10 20 30 METRES

Applicant

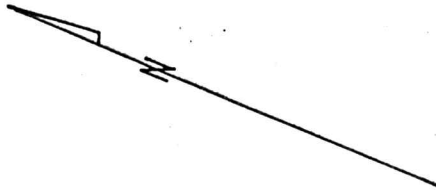
Minister of State for the Capital Territory

UNITS PLAN No.

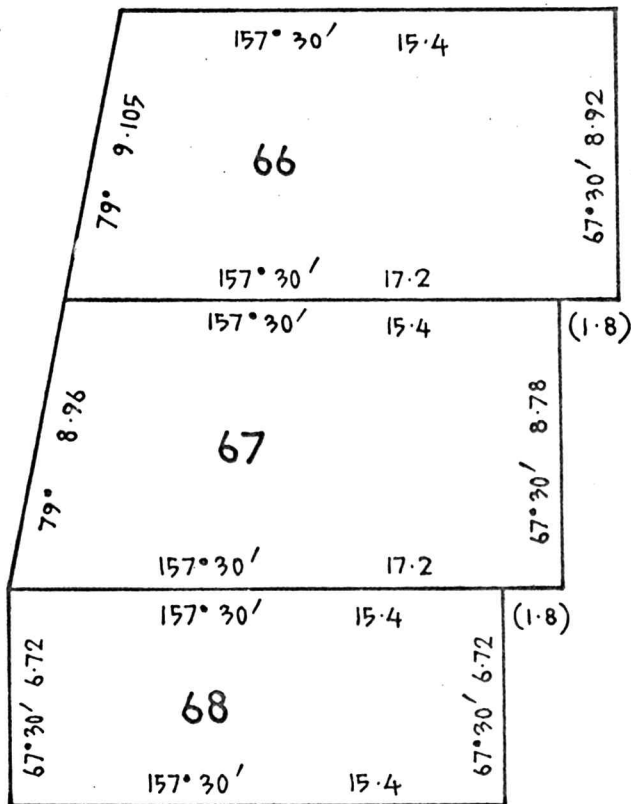
Block....., Section **149**, Division of **KAMBAH**

FLOOR PLAN

(1) GROUND
CLASS 'B'

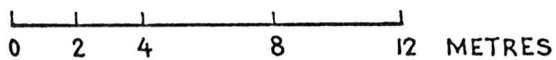


(1) Number of floor



SCALE 1:200

Scale: 1:200 feet to the inch



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Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No.....

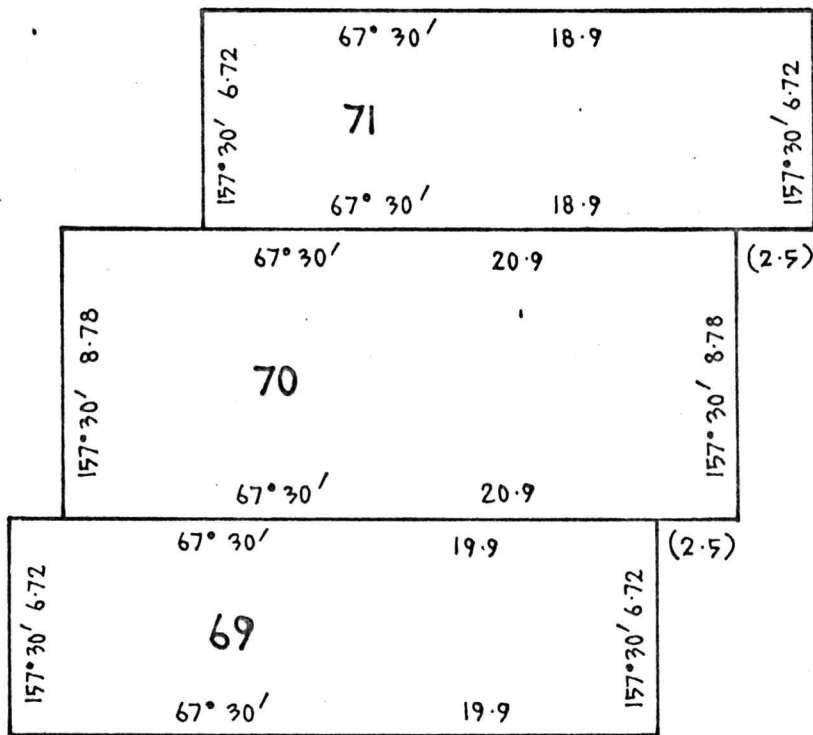
Block..... Section **149** Division of **KAMBAH**

FLOOR PLAN

(1) GROUND
CLASS 'B'



(1) Number of floor



Scale: 1:200 feet to the inch

SCALE 1:200
0 2 4 8 12 METRES

Applicant

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Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No......

SCHEDULE OF UNIT ENTITLEMENTS

BlockSection **149**.....Division of **KAMBAH**

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
55	10	1		
56	10	1		
57	10	1		
58	6	1		
59	6	1		
60	6	1		
61	10	1		
62	8	1		
63	10	1		
64	7	1		
65	6	1		
66	8	1		
67	8	1		
68	6	1		
69	6	1		
70	8	1		
71	6	1		
72	8	1		
Aggregate	606	72		

.....
 Applicant

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this day
 of, 19

.....
 Minister of State for the Capital Territory

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume Folio

.....
 Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No.

Block....., Section **149**....., Division of **KAMBAH**.....

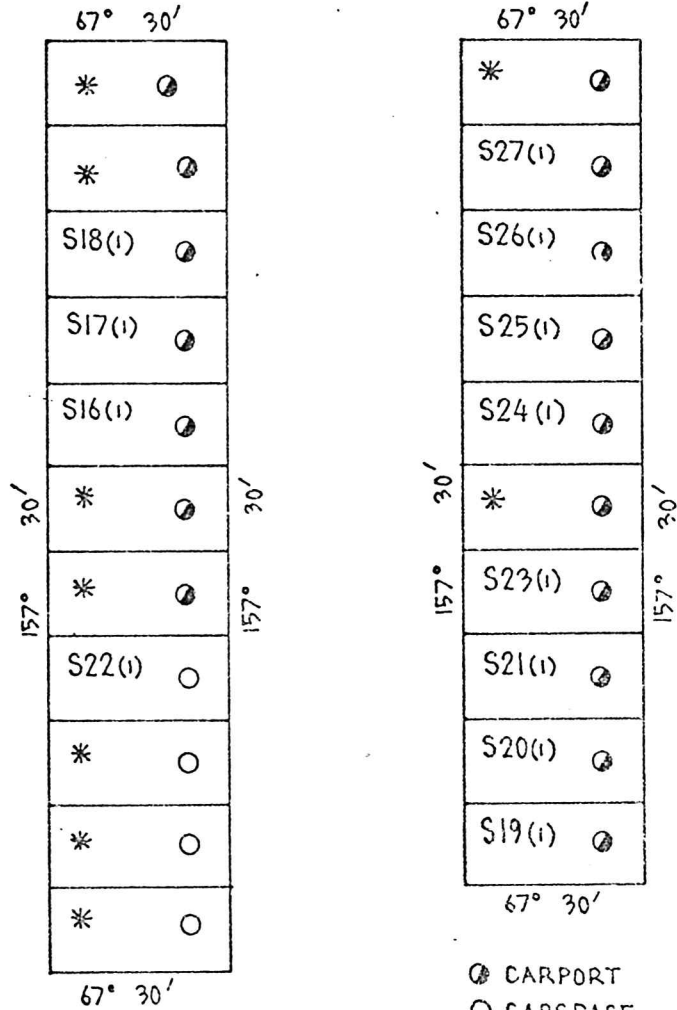
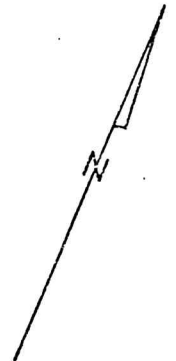
FLOOR PLAN

(1) GROUND
CLASS 'B' UNIT SUBSIDIARIES

P 1

NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 X 2.585

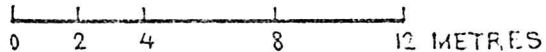
(1) Number of floor



⊙ CARPORT
○ CARSPACE
* COMMON PROPERTY

SCALE 1:200

Scale: 1:200 feet to the inch



Applicant

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

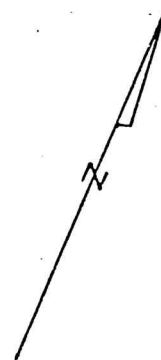
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Block....., Section 149....., Division of KAMBAH

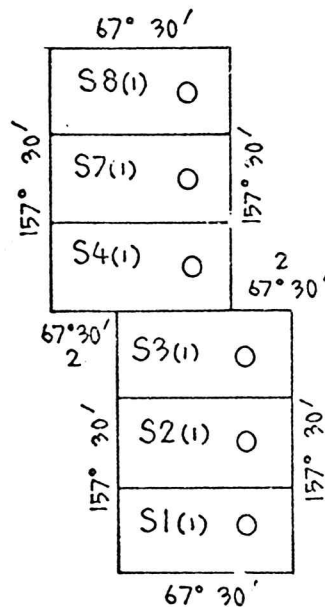
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(1) GROUND
CLASS 'B' UNIT SUBSIDIARIES

P 2

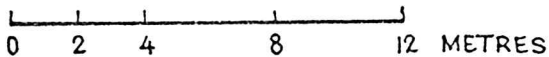


NOTE ALL CARSPACES SHOWN HEREON
ARE RECTANGULAR AND MEASURE 5.5 x 2.75



O CARSPACE

SCALE 1:200



Scale: 1:200 feet to the inch

Applicant

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No......

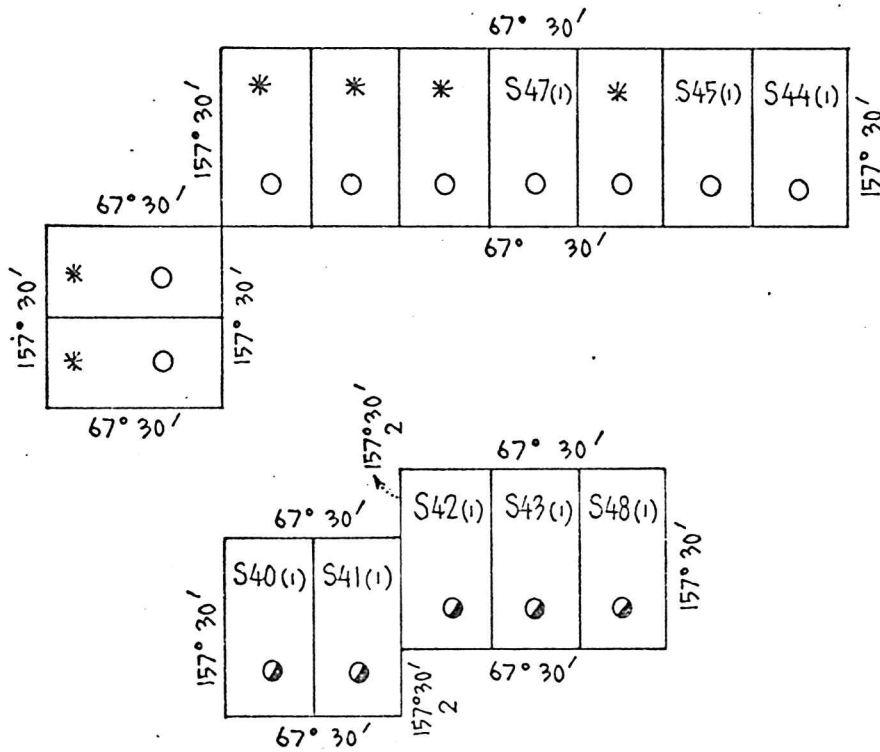
Block....., Section **149**....., Division of **KAMBAH**.....

FLOOR PLAN

(1) **GROUND**
CLASS 'B' UNIT SUBSIDIARIES

P 3

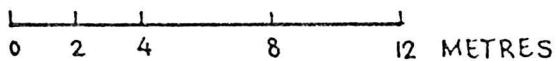
(1) Number of floor



NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 x 2.75

- ⊙ CARPORT
- CARSPACE
- * COMMON PROPERTY

SCALE 1:200



Scale: 1:200 feet to the inch

Applicant

Minister of State for the Capital Territory

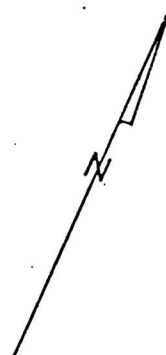
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Block....., Section **149**....., Division of **KAMBAH**

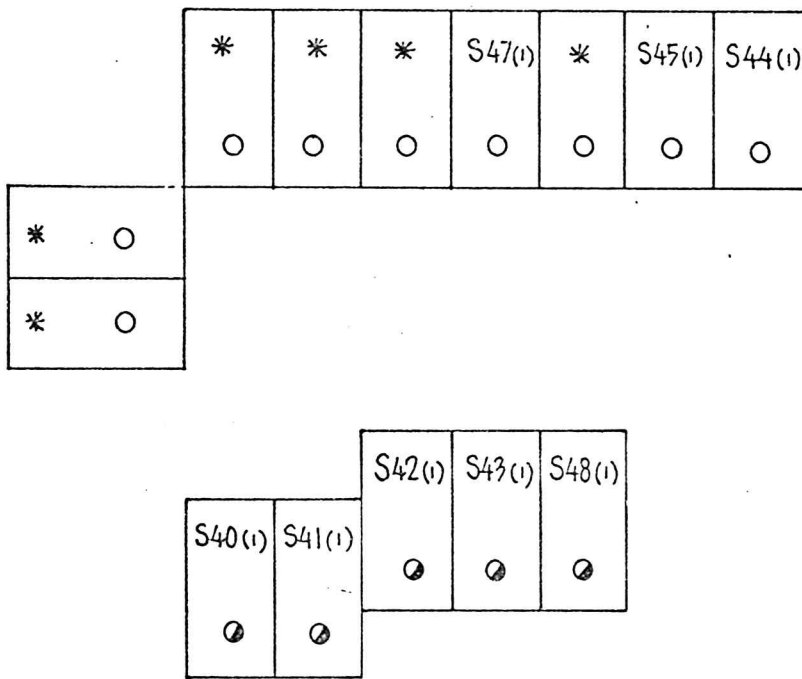
FLOOR PLAN

(1) GROUND
CLASS 'B' UNIT SUBSIDIARIES

P 3



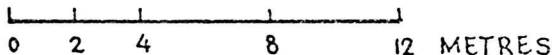
(1) Number of floor



NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 x 2.75

- ⊙ CARPORT
- CARSPACE
- * COMMON PROPERTY

SCALE 1:200



Scale: 1:200 feet to the inch

Applicant

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No......

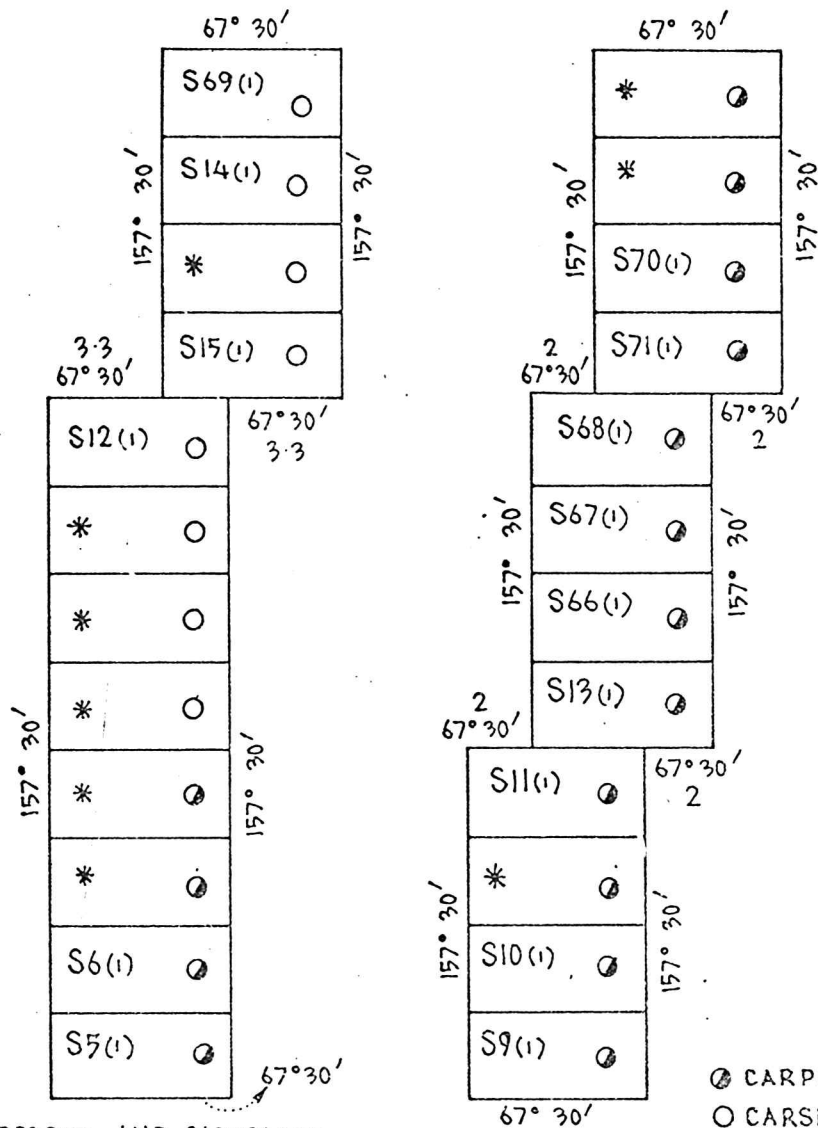
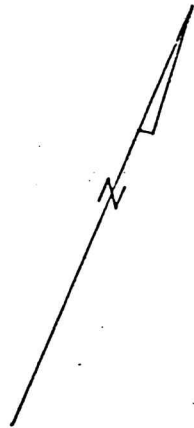
Block....., Section **149**, Division of **KAMBAH**

FLOOR PLAN

— (1) **GROUND**
CLASS 'B' UNIT SUBSIDIARIES

P 4

(1) Number of floor

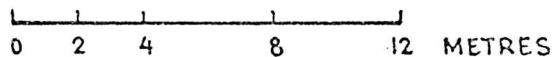


NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 x 2.75

⊙ CARPORT
○ CARSPACE
* COMMON PROPERTY

SCALE 1:200

Scale: 1:200 feet to the inch.



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Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

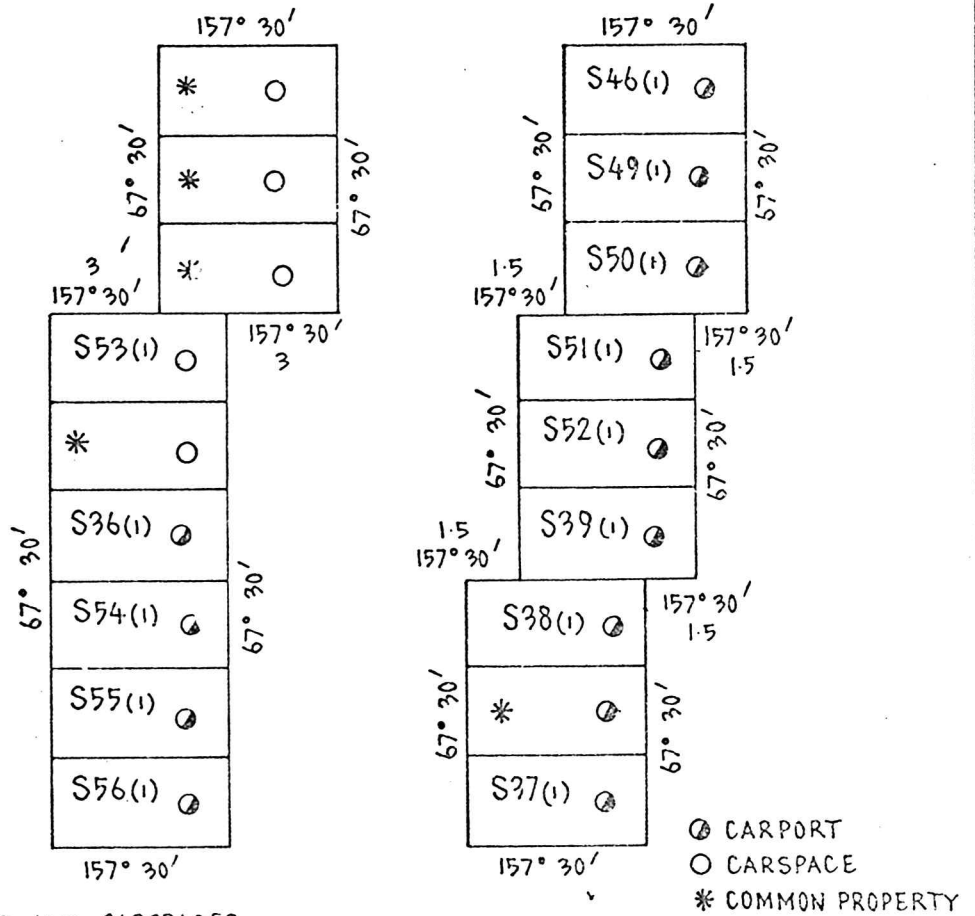
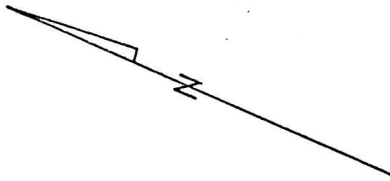
UNITS PLAN No......

Block....., Section **149**....., Division of **KAMBAH**.....

FLOOR PLAN

(1) **GROUND**
 CLASS 'B' UNIT SUBSIDIARIES
P 5

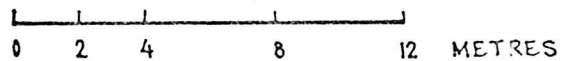
(1) Number of floor



NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 X 2.75

SCALE 1:200

Scale: 1:200 feet to the inch.



Applicant

Minister of State for the Capital Territory

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No.

Block..... Section 149 Division of KAMBAH

FLOOR PLAN

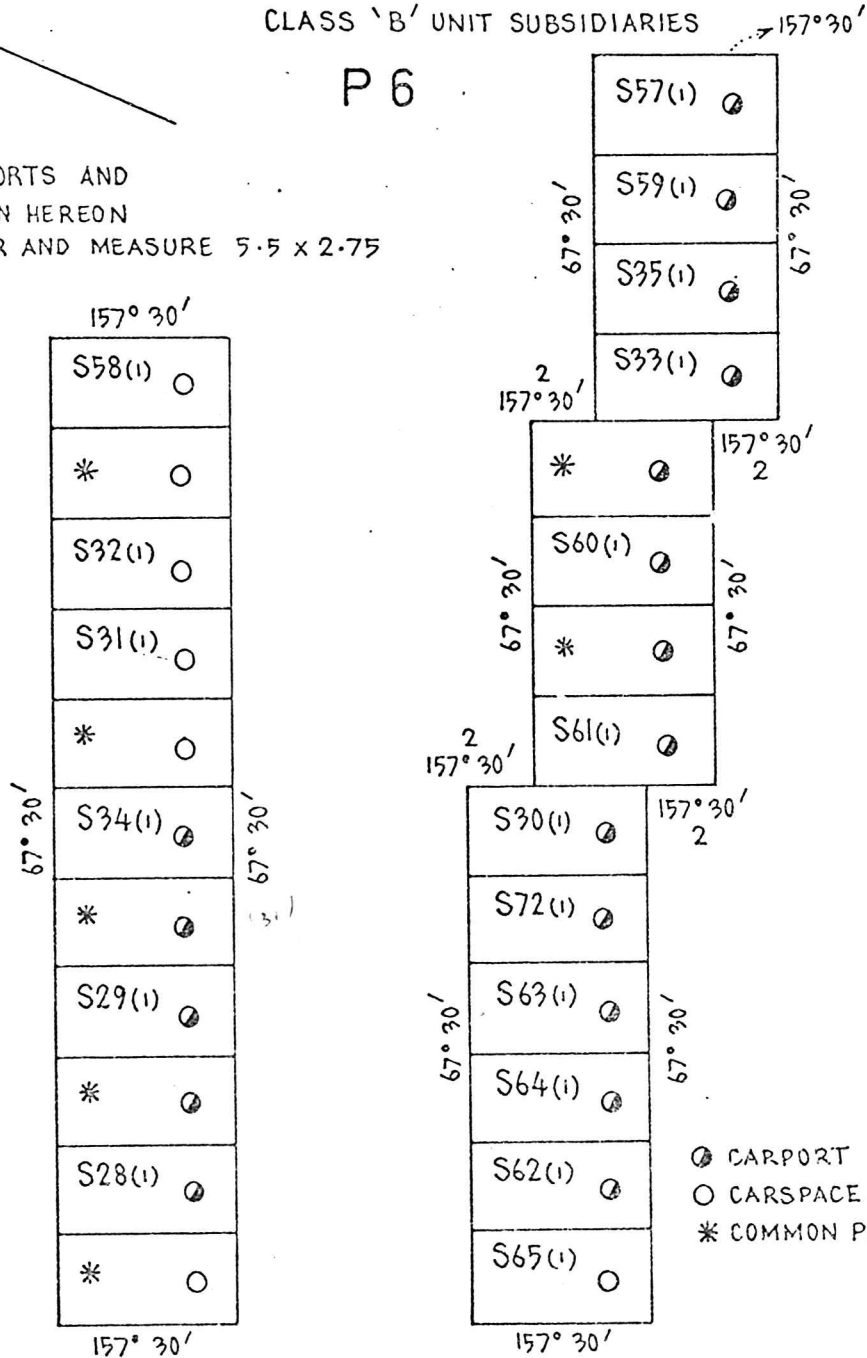
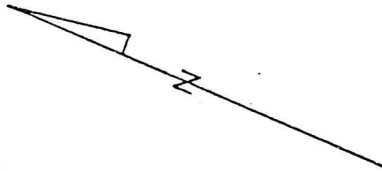
(1) GROUND

CLASS 'B' UNIT SUBSIDIARIES

P 6

NOTE ALL CARPORTS AND CARSPACES SHOWN HEREON ARE RECTANGULAR AND MEASURE 5.5 x 2.75

(1) Number of floor



Scale: 1:200 feet to the inch

SCALE 1:200
0 2 4 8 12 METRES

Applicant

Minister of State for the Capital Territory

URAMBI CO-OPERATIVE COMMUNITY

ADVANCEMENT SOCIETY LTD

SPECIFICATION

FOR

NOMINATED SUB-CONTRACT

FOR

COMMUNITY TELEVISION

ANTENNA SYSTEM

FOR

TOWNHOUSES PROJECT

CROZIER CIRCUIT,

KAMBAH, A.C.T.

PREPARED BY:

BARRY WEBB & ASSOCIATES

33 ALEXANDRA STREET

HUNTERS HILL NSW 2110

JULY 1975

URAMBI CO-OPERATIVE COMMUNITY

ADVANCEMENT SOCIETY LTD

NOMINATED SUB-CONTRACT

FOR

COMMUNITY TELEVISION

ANTENNA SYSTEM

FOR

TOWNHOUSES PROJECT

KAMBAH A.C.T.

FORM OF TENDER

(To be completed by Tenderer)

Under and subject to the Conditions appended hereto

I/We

of

.....

Being the undersigned and having read the specification together with all conditions of contract, drawings and schedules annexed or referred to therein do hereby tender for and offer to execute and perform the several works and provisions and to supply all materials, labour and everything of every kind named shown described or alluded to in the specification and drawings as required for the design, manufacture, supply, installation, testing, commissioning and warranty of the community antenna system for the lump sum price (including all provisional sums listed on the Dissection of Tender Prices)

of dollars (\$.....)
and to complete the work withinweeks
after the date of acceptance of this Tender.

The above price is subject to variation for the duration of its Contract and is subject to variation with changes in costs of material and/or labour.

I/We acknowledge receipt of NOTICE TO TENDERERS NOS
and the abovementioned prices includes for the supply of all materials, labour and everything of every kind named, shown, described or alluded to in the Notice to Tenderers.

Dated this day of197

Signature of Tenderer

Address

.....

Witness

DISSECTION OF TENDER PRICE
(To be completed by Tenderers)

NO.	DESCRIPTION	UNIT	RATE	\$	/
1	Supply and Installation of antenna and support structure.				
2	Supply and installation of amplifier units and associated power supply units				
3	Supply and installation of coaxial cable				
4	Supply and installation of flush plates and socket outlets				
5	Testing and commissioning				
6	Any work not elsewhere included				
7	Provisional Sum for Contingencies (to be expended only as directed by the Engineer)			500	00

TOTAL TENDER PRICE

ANNUAL MAINTENANCE CHARGE

Signature of Tenderer

Date

URAMBI CO-OPERATIVE COMMUNITY
ADVANCEMENT SOCIETY LTD
COMMUNITY TELEVISION ANTENNA SYSTEM
TOWNHOUSES PROJECT, CROZIER CIRCUIT,
KAMBAH, A.C.T.

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URAMBI CO-OPERATIVE COMMUNITY
ADVANCEMENT SOCIETY LTD
COMMUNITY TELEVISION ANTENNA SYSTEM
TOWNHOUSES PROJECT, CROZIER CIRCUIT,
KAMBAH, A.C.T.

SECTION A - GENERAL REQUIREMENTS

A1. Definitions

For the purpose of this Contract and Specification the following definitions shall be applicable.

The Proprietor shall mean the body Corporate of the Urambi Community Advancement Society Ltd.

The site shall mean Section 149 of Kambah 2, ACT, fronting Crozier Circuit and bounded to the rear by Golf Club land. The site is unfenced.

The Architect shall mean Michael Dysart & Associates Pty Ltd, 105 George Street, Sydney Cove, Sydney 2000, Telephone 421 2157.

The Structural, Civil & Hydraulic Engineer shall mean Taylor Thomson and Whitting Pty Ltd, 48 Chandos Street.

The Electrical Engineer shall mean Barry Webb & Associates Pty Ltd, 33 Alexandra Street, Hunters Hill, NSW 2110, Telephone 896 2738.

The Contractor shall mean the successful tenderer responsible for the construction and completion of the whole of the Works.

The Works shall mean the Community Centre, the 71 housing units (comprising variations to 10 basic designs), the car parking areas including garages and carports, the approach roads, crossovers, footpaths, pergolas, landscaping and fencing, and all hydraulic, electrical and other services associated with this project.

The Works shall include all establishment and plant, labour and materials necessary to achieve completion.

The "approval of the Architect" shall mean the Architect or his authorised representative.

The "approval of the Engineer" shall mean the Engineer whose consultancy is related to the Trade or Section for which the approval is called.

The Sub-Contractor shall mean a specialist labour or manufacturer engaged by the Contractor, whether nominated or not in the

A1. Definitions (cont)

specification to carry out certain work as described in that sub-contractors trade or section. The sub-contractor whose prices are acceptable will enter into a Form of Sub-Contract (with variations and amendments ruling at the time of agreement) with the Contractor, and such agreement shall not be in conflict with the terms of the Head Contract. The Sub-Contractor shall be approved by the Engineer.

The Supplier shall mean a specialist supplier of nominated products. The supplier shall be approved by the Engineer.

"Monetary Sum" shall mean a sum specified to be included in the tender price in respect of work or material not specified in detail or in respect of contingencies. The only allowance to be made in the tender price for such work or material is the total of the amounts shown in the Schedule of Monetary Sums, if any, included in this Specification.

Monetary Sums are to be expended only on the written direction of the Engineer. Any Monetary Sum, or part thereof, not so expended shall be deducted from the contract price.

A2. Nature of Contract.

The Contract shall be a Lump Sum Nominated Sub-Contract and shall cover and include the whole of the work shown, specified or implied to herein for the design, installation, commissioning and warranty of a Community Television Antenna System for Townhouses Project at Crozier Circuit, Kambah, ACT.

The Sub-Contract shall be entered into between the Contractor and the Nominated Sub-Contractor herein after referred to as the "Sub-Contractor".

Nomination of the Nominated Sub-Contractor will be made by the Engineer.

Upon being nominated the successful tenderer will thereupon enter, without delay, into a Nominated Sub-Contract with the Contractor to carry out the work specified herein.

A3. General Conditions of Contract.

The General Conditions of Contract pertaining to the Contractor shall also, together with the following Clauses, form the Conditions of Contract for this Nominated Sub-Contract.

A3. General Conditions of Contract (cont)

The General Conditions of Contract will be Edition 5b as issued by The Royal Australian Institute of Architects and The Master Builders Federation with amendments.

The drawings listed in the Specification form part of the Specification. Anything mentioned in the Specification and not shown on the drawings, or shown on the drawings and not mentioned in the Specification, shall be of like effect as if shown or mentioned in both. In case of any difference between the Specification and the drawings, the Specification shall prevail.

All copies of the Specification and Drawings, whether issued for tender purposes or to the Sub-Contractor remain the property of the Engineer. At the completion of the Contract and before final payment is made, or on request at any time during the currency of the Contract, all Specifications, and Drawings shall be returned to the Engineer.

A4. Tenders.

Tenders shall be lodged in sealed envelopes with the Engineer on the Tender Form provided which shall state:-

- (a) A Fixed Lump Sum or
- (b) A price allowing for Rise and Fall.

The envelopes shall be endorsed "Urambi Co-operative Community Advancement Society Ltd, Community Television Antenna System".

Tenders shall close at 2 P.M. on Monday August 18, 1975.
at the offices of: Barry Webb & Associates
33 Alexandra Street
Hunters Hill NSW 2110.

Enquiries may be made to Mr V Chetwertak - Telephone 896 2738
(Sydney)

A5. Rise and Fall

Tenders submitted on a rise and fall basis shall be in accordance with the ECA Alternative formula.

A6. Visit Site

Tenderers shall visit the site, inspect the conditions as found, and satisfy themselves as to the true nature and extent of the works.

No claim arising from neglect of this precaution shall be admitted.

A7. Sub-Contractors Responsibility

Before entering into the contract the Sub-Contractor shall be deemed:

- (i) to have carefully examined the drawings, the form of Contract and this specification
- (ii) to have fully informed himself as to the site, the physical conditions upon and below the surface of the site, uncertainties of climatic conditions, water supply, facilities for handling and storing materials transportation facilities, availability of labour and other conditions affecting the carrying out of the works
- (iii) to have made his own interpretations, deductions and conclusions as to the difficulties and cost of carrying out of the works, and to have himself formulated an estimate of facilities available and needed to fulfil all his obligations under the contract.

Failure by the Sub-Contractor to have done the things he is deemed to have done shall not relieve the Sub-Contractor of the responsibility for satisfactorily performing the works complete as required.

A8. Defects Liability Period

The Defects Liability Period for the Works subject to the following provisions of this Clause shall be twelve months from the date of Take-over stated in the Certificate of Take-over.

After being directed to do so by the Engineer the Sub-Contractor shall, at his cost and with all due diligence, in a proper and skilful manner, remedy -

- (a) any defect which is apparent at any time during the Defects Liability Period and which arises from faulty materials, workmanship or design for which the Sub-Contractor is responsible under the Contract and which is not due to improper use by the Proprietor;

A8. Defects Liability Period (cont)

- (b) any damage to the Works which results from such defect and which is apparent at any time during the Defects Liability Period.

Remedial work shall include the replacing of a defective part of the Works where that part cannot be effectively repaired or the repairing of any defect or damage where such may effectively be done and the redesigning, altering or amending of the Works or part thereof so as to remove therefrom any fault in design for which the Sub-Contractor is responsible under the Contract, and the making good of damage to the Works caused by or resulting from such replacement, repairing, redesigning, altering or amending.

The Sub-Contractor shall advise the Engineer whether he intends to carry out the remedial work at the Site or elsewhere, and shall obtain the Engineer's approval together with any directions which the Engineer considers proper to give to protect the Proprietor's interests, and the Sub-Contractor shall comply with such directions.

A9. Delays

Extra time for inclement weather, industrial dispute, or strikes will be made on the assumption that the delay has occurred to an item essential for the overall progress of the works. The accompanying claim must be substantiated by full details of the weather, industrial dispute or strike, occasioning the delay to the works.

No extensions shall be allowed for delays due to materials not being ordered or delivered in accordance with the work programme submitted.

A10. Time of Completion

The exact completion dates for the various phases of the project are not known at this stage, however, it is anticipated that the total project would be completed in 18 to 24 months from commencement of site excavations.

The Sub-Contractor will be advised of the expected commencement by The Contractor.

Tenderers shall state on the Tender Form the time required to complete all the work covered by this Contract.

All. Sequence of Works.

The construction of the works will be carried out in a number of stages, progressive completion of each stage is not possible, however the Sub-Contractor shall include in the tender price the following installation stages:-

Stage I: Erect the master antenna and install the necessary equipment and cabling to permit connection of a television receiver in the Community Centre when the construction of the Centre is completed.

Stage II: Install cabling in underground conduits adjacent to Blocks A, B and C before backfilling.

Stage III: Install all remaining equipment and cabling when the construction of the pergola is completed.

The Conduit System for running coaxial cables will be supplied and installed under a separate Sub-Contract.

The Contractor will notify the Sub-Contractor when this work is nearing completion and advise when work can commence on this Sub-Contract.

A12. Liaison with Contractor

It shall be this Sub-Contractor's responsibility to closely liaise with the Contractor to ensure that the conduit system and any other necessary work is incorporated to meet the requirements of the proposed equipment and cabling.

If modifications, additions and/or alterations are necessary after installation due to lack of liaison by the Sub-Contractor, the modifications, additions and/or alterations required shall be carried out by the Sub-Contractor and all costs incurred shall be borne by the Sub-Contractor.

A13. Tenderers Experience

Tenderers must be established Contractors experienced in the type of work described in this Specification and shall have within their establishment adequate professional and administrative staff to do the work in the manner and within the time specified; they shall be deemed to have used the full resources of their organisation in their examination of the drawings, specification, General Conditions and of the site, and in the preparation of their tender.

A13. Tenderers Experience (cont)

Notwithstanding the verification of the previous paragraph, the Proprietor may, as a condition of the acceptance of any tender, require the tenderer to satisfy him that he (the tenderer) fully understands the work, has had previous experience with similar work and can perform the work of this Contract in the time stated in his tender and in the manner specified.

A14. Extra or Altered Work

Variations shall not be commenced until the following procedure has been carried out.

- (a) On the basis of a written Engineer's instruction which will not incur extra cost or deductions.
- (b) Should the proposed extra or altered work incur extra cost or deductions the contractor shall inform the Engineer before commencing the work, that a variation in cost will be incurred.

The Engineer will issue a variation Price Request (VPR) on which will be detailed the variation. The Contractor shall submit his price for carrying out the works described allowing for all co-ordinating trades as involved, for all profit and attendance and an indication of the time required to effect the variation.

Should the VPR costing be acceptable (after negotiation if necessary) a Contract Variation Order will be issued authorising the Sub-Contractor to carry out the varied works at the cost agreed on the VPR.

Should extra time be involved in this varied work, the Sub-Contractor shall submit a separate claim based on the dates on which the work was actually done. The claim for extra time will be subject to separate approval by the Engineer.

No claims shall be accepted for extra payment unless they are referred to in a Contract Variation Order.

A15. Electricity, Water and Other Services

The Sub-Contractor shall make his own arrangements for power for his own use during construction and shall pay all expenses in connection therewith. The cost of the provision of such services for construction purposes is not included in any provisional sum.

The Sub-Contractor shall make his own arrangements for amenities and sanitary services for his own use during construction.

A15. Electricity, Water and Other Services (cont)

If required the Sub-Contractor's store and workshop shall be a separate building and shall be large enough to sufficiently house all installation equipment and stores.

A16. Dissection of Tender Price

Each tenderer shall complete the Dissection of Tender Price form. It is not intended that this dissection be used to split the work of this Contract, but merely to provide information for assessment of tenders and checking of progress claims.

A17. Annual Maintenance

The Sub-Contractor shall submit a separate price which shall be additional to the tender price for carrying out an annual inspection and maintenance of the antenna and equipment after the completion of the defects and liability period.

URAMBI CO-OPERATIVE COMMUNITY
ADVANCEMENT SOCIETY LTD
COMMUNITY TELEVISION ANTENNA SYSTEM
TOWNHOUSES PROJECT, CROZIER CIRCUIT,
KAMBAH, A.C.T.

SECTION B - TECHNICAL REQUIREMENTS

B1. Scope of Work

This specification covers the design, manufacture, delivery, installation, testing, commissioning and warranty of the following electrical equipment, antenna and cabling associated with a community television antenna system for Townhouses Project, Kambah, ACT which comprises of a community centre and seventy one (71) units:-

1. Master antenna and support structure
2. Amplifiers
3. Coaxial cable
4. Power supply units and associated cabling to amplifiers
5. Splitters
6. Tap-offs
7. Flush plates complete with coaxial cable connection sockets
8. End of line terminators

The whole of the work shall be carried out in accordance with the requirements of this specification and accompanying drawings.

B2. Work and Equipment by Others

The following work and/or equipment will be carried out under separate sub-contracts:-

1. Trenching, back filling, supply and installation of all necessary conduits, junction boxes and wall boxes for installation of coaxial cable.
2. Single pole circuit breaker in community centre switchboard for connection of 240 volt power supply to amplifier power units.

B3. Standards, Codes and Regulations

All work carried out under this Contract shall comply with the requirements of:-

1. SAA Wiring Rules AS CC1, Part 1-1969, including all amendments
2. The Australian Capital Territory Electricity Authority (ACTEA)
3. The Postmaster Generals Department (PMG)
4. The requirements of any other Statutory Authority having jurisdiction over a part or the whole of the works.

Unless otherwise specified, all materials and workmanship shall comply with the current specification and/or code of the Standards Association of Australia, or, if there is no Australian Standard applicable, with the current relevant British Standard Specification and/or Code. Current shall mean the latest dated issue of the Standard prior to the date of the tender on which this Contract was let.

B4. Material and Workmanship

The materials used and the equipment supplied under this Contract shall be new and of the highest class of their respective kinds. They shall be entirely suitable for the service required and shall comply with the regulations and requirements of all relevant Authorities and shall be to the satisfaction of the Engineer.

Workmanship shall be of the highest class throughout and all manufacture shall be to such tolerances as to ensure that similar parts of the equipment are interchangeable.

The Sub-Contractor shall submit samples of all fittings and apparatus which he proposes to use for the Engineer's approval prior to commencement of manufacture or installation.

B5. Location of Equipment

The location of all items of equipment shown is to be taken as indicative only. The exact locations shall be determined in conjunction with the Engineer. The position of each outlet must be approved by the Engineer prior to commencement of installation of conduit and wiring.

B6. System Design Requirements and Equipment

The Sub-Contractor shall be responsible for the preparation of the design of the total system and selection of suitable equipment and cabling.

The system shall be designed to receive compatible black and white and colour T.V. signals at all bands and/or channels.

Equipment and cabling shall be selected to give a minimum 2,000 microvolt signal at each outlet. The signal shall be completely free from noise (i.e. "ghosting", "snow", "hum", "flutter", etc.). The design shall incorporate equipment to prevent signal reflection back down the lines.

The Sub-Contractor shall prepare a distribution diagram of the total system and submit two copies to the Engineer for approval.

The diagram shall give details of all equipment proposed including manufacturers names and catalogue numbers of the proposed equipment and cabling together with signal levels at the antenna, each amplifier, splitter, tap-offs and each outlet.

B7. Master Antenna

An all band and/or channel, high quality antenna mounted on a suitable heavily galvanised support structure shall be supplied and installed on top of the community centre located as indicated on the drawings.

The antenna shall have all current and future channel capabilities, giving high gain, flat response on the full frequencies and good back-to-front ratio.

The mechanical installation of the antenna and its lead-in wiring shall be made in accordance with AS No.CC-8-1962 "Rules for Construction and Installation of Television Receiving Aerials".

The Sub-Contractor shall prepare a drawing giving full details of the proposed antenna and associated mounting structure and submit two copies to the Engineer for approval.

B8. Amplifiers and Power Supply Units

The Sub-Contractor shall supply and install all the necessary amplifiers and associated power supply units. The amplifiers shall have suitable gain and output capabilities to maintain the minimum signal level at each outlet as specified in Clause B6 taking into consideration the losses incurred in the distribution system.

B8. Amplifiers and Power Supply Units (cont)

The amplifier module types shall be kept to a minimum and similar types shall be fully interchangeable.

The amplifiers and power supply units may be mounted in the electrical switchboard cupboard as indicated on the drawings.

A 240 Volt power supply circuit breaker will be provided under a separate Contract in the community centre distribution board to supply the amplifiers; it shall be this Sub-Contractor's responsibility to supply and install the necessary conduit and wiring from the circuit breaker to the power supply units and supply and install all other necessary wiring between the power supply units and amplifiers. Sub-Contractor to advise if more than one 240 Volt circuit is required.

If the system proposed requires that amplifiers be installed in close proximity to blocks of townhouses these units shall be of weatherproof construction and shall be installed in accessible positions on the pergola structure or other locations approved by the Engineer.

The Sub-Contractor shall include for installing the units and power supply wiring from the community centre to the amplifier units as part of this Contract.

It shall be the Sub-Contractor's responsibility to check the proposed conduit system shown on the drawings and to advise the Engineer of any changes necessary to the conduit system required for incorporation of all equipment and cabling.

The Sub-Contractor shall prepare a drawing giving full details of equipment and prepare a drawing of the proposed arrangement of all equipment and space requirements and submit two copies to the Engineer for approval.

B9. Coaxial Cable and Cabling System

A conduit system complete with draw-wires pull-in boxes and wall boxes will be supplied and installed under a separate Sub-Contract as indicated on the drawings.

Generally conduits will be installed underground from the housing units to a covered walkway, then overhead fixed to the walkway to the community centre.

The coaxial cables from the antenna, amplifiers and power supply cables (extra low voltage) to amplifier units (if required) shall be supplied and installed by the Sub-Contractor.

The coaxial cable shall be 75 ohm type PVC sheathed.

B9. Coaxial Cable and Cabling System (cont)

In multi-unit blocks the coaxial cable shall be tapped-off in wall boxes as necessary.

The tap-off or loop through connections shall be made in an approved manner to provide sufficient isolation to prevent interference between receivers.

B10. T.V. Receiver Outlets

The Sub-Contractor shall supply and install flush plates complete with 75 ohm coaxial cable sockets in each housing unit and the Community Centre as indicated on the drawings. The flush plates and sockets shall be of "Clipsal" manufacture Cat. No.31VIV75 or approved equivalent.

Provision shall be made at each outlet to allow for looping to an additional outlet in each unit.

B11. Cutting Away, Making Good and Sealing of Penetrations

Cutting of openings and drilling required for the work specified herein shall be carried out by the Sub-Contractor who shall also repair, patch and make good thereafter to the satisfaction of the Engineer.

The Sub-Contractor shall, where applicable, arrange for the Contractor to incorporate all openings required for the work covered by this specification wherever this is practicable and economic provided this does not in any way delay the completion of the Contractors work.

All the necessary details shall be provided by the Sub-Contractor who shall be responsible for the accuracy of the works carried out and shall pay The Contractor all charges for any corrective work, which shall not be regarded as an extra to the Contract sum.

B12. Testing and Commissioning

The complete system shall be tested and commissioned under this Contract to the satisfaction of the Engineer.

The Sub-Contractor shall include in his price for the supply of all necessary instruments and qualified personnel for carrying out all tests and commissioning.

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B13. Painting and Cleaning Upon Completion

Paintwork damaged during installation shall be made good to the satisfaction of the Engineer.

Finishes shall be smooth and free from brush marks and neatly aligned onto adjoining colour finishes.

All paintwork shall be carried out by qualified tradesmen painters. Painting shall not be carried out during unsuitable weather or conditions.

Immediately prior to handing over the completed installation and at other times as requested by the Engineer, the Contractor shall remove all rubbish, debris and the like from the site and from all cable trays, enclosures and similar parts of the installation. He shall properly replace all dust covers and remove from the site any surplus materials, which are his property, together with his tools and equipment and shall generally leave the whole installation in a clean and tidy condition.

B14. Schedule of Drawings

The following drawings form part of this specification:

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|---------|---|
| UCS-1/3 | Single Line Diagram* |
| UCS-1/4 | Community Centre Electrical Services* |
| UCS-1/5 | Outdoor Lighting, and Covered Garages Lighting and Power* |
| UCS-1/6 | Master Antenna and TV Outlets Layout |

* Drawings UCS-1/3 to UCS-1/5 are for information only.