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## **APPENDIX 6 – SECURITY SYSTEMS**

**APP 5    UNSW STANDARD PRELIMINARIES – SCHEDULE OF CHANGES –  
REVISION 4.1**

As a guide only, attention is drawn to changes that have been made in the following clauses since the last revision

| Clause           | Date           |
|------------------|----------------|
| General revision |                |
| No change        | September 2004 |
|                  |                |
|                  |                |

## SECTION 1: Preliminaries

### P.1 CONTRACT

The Formal Instrument of Agreement for this Project is the .....Contract. The Contractors attention is drawn to the fact that this contract contains a number of special conditions.

The Contractors shall be deemed to have fully acquainted itself with all the provisions of the Contract including the terms of the Formal Instrument of Agreement, these Preliminaries, the Drawings Specifications, Notes to Tenderers, any other documentation issued to the Contractor for tender purposes and the conditions on Site, and to have made sufficient allowance in the "Contractors Fee including Lump Sum for Preliminaries" for all costs which will arise from and be necessary for the complete discharge of all the Contractors obligations to the Principal.

### P.2 DEFINITIONS

Except where otherwise stated in the Formal Instrument of Agreement or the context otherwise requires the following definitions shall be deemed to apply to any document forming part of the Agreement between the Principal and the Contractor:

- "approved", "directed", "required", "rejected", and similar expressions, shall mean approved, directed, rejected by the Project Manager.
- "give notice", "submit", "furnished", and similar expressions, shall mean give notice, submit, furnished, and the like, to the Project Manager.
- "supply:", "allow:", "provide", "install", "carry out" and similar expressions, shall mean "supply and fix" or "supply and install" unless it is explicitly stated that the items is to be provided only.
- "Construction Plant" means appliances and things used in the execution of the work under the Contract, but not forming part of the Works or the Temporary Works.
- "the Builder" has the same meaning as "the Contractor".
- "including" (includes, include and the like) shall mean "including, but not limited to".
- "the Proprietor" has the same meaning as "the Principal".
- "the Superintendent" has the same meaning as "the Project Manager".
- "the Project Manager" means the person appointed by the Principal or the Principals Representative to superintend and oversee the Works on behalf of the Principal
- "the Contract" and "the Contract Documents" means any document means any document forming part of the Agreement between the Principal and the Contractor, including (but not limited to the Formal Instrument of Agreement, the Drawings and the Specifications)

- "the Works" means the works required to be carried out by the Contractor in order to discharge its obligations under the Contract
- "Temporary Works" means works used in the execution of the work under the Contract but not forming part of the Works.
- "Site" is the area within the Building and adjacent areas that is provided to the Contractor for the execution of the works.

**P.3 SITE MEETINGS AND CONTACT NUMBERS**

Throughout the execution of the Works, the Contractor shall attend meetings as required by the Project Manager and arrange for attendance of appropriate subcontractors when required.

The Contractor shall submit the names and telephone numbers of all subcontractors and their nominated representatives who may be contacted during and after hours during the course of the execution of any Package forming the Works.

**P.4 REFERENCE DRAWINGS AND REPORTS**

The Principal does not warrant any information on any drawings marked as 'Reference Drawings', or 'For Information Only'. The reference drawings do not form part of the contract.

Any geotechnical information given in any reports, or shown on the Drawings, or both, is information on the nature of the ground at each tested part. It is not a complete description of conditions existing at or below ground level. The Principal does not warrant the information in these reports.

**P.5 PROPRIETARY ITEMS**

A proprietary item shall be any item identified by graphic representation on the Drawings, or by naming one or more of the following: manufacturer, supplier, installer, trade name, brand name, catalogue or reference number, and the like.

The identification of a proprietary item shall imply exclusive preference for the item so identified. If alternatives are offered, they shall be of an equal or better standard. The Principal reserves the right to determine if the alternative is of equal standard and to accept or reject the alternative.

**P.6 STANDARDS**

Excepting where described to higher standards, all materials and workmanship shall comply with the latest edition and amendments of the respective specification or codes of the Standards Association of Australia.

The Contractor shall, if requested to do so by the Project Manager, at its own cost keep on the site a copy of each standard or code of practice referred to in the Specification.

The Contractor shall use manufactured items in the work in accordance with current published recommendations of the manufacturer relevant to such use, except where such recommendations are in conflict with any published Australian Standard and or Code of Practice.

**P.7 PROJECT PROCEDURES MANUAL**

The Project Manager may, at its absolute discretion, provide the Contractor with a Project Procedures Manual for the administration of the Contract and the Contractor shall comply with its requirements. The document may also includes a set of standard forms and registers that are to be used in conjunction with standard procedures described in the Manual.

**P.8 DRAWINGS AND SPECIFICATION**

All dimensions are to be verified with actual site dimensions as new work is related to the existing buildings. Figured dimensions are to be taken in preference to scaled dimensions. Drawings made to larger scales and those showing particular parts of the Works shall take precedence over Drawings made to smaller scales and those for more general purposes. Should any discrepancy occur, the Contractor is to notify the Project Manager prior to commencement of the work. The Contractor is to pay for all survey work required to set or validate the accuracy of the Works.

**P.9 DIMENSIONS AND LEVELS**

The Contractor shall verify the dimensions of the existing work with all drawings before proceeding and notify the Project Manager of any discrepancies.

The layout of plant and equipment as shown on the Drawings is diagrammatic only. The Contractor shall check all measurements and produce any additional measurements and other information necessary to carry out the work specified.

The layout of service routes shown on the Drawings is approximate only. In setting out the service route drawings they must be read in conjunction with and co-ordinated with the other Services and Structural Drawings for the Works. The Contractor shall make due allowance for all necessary diversions from the straight line, rise and fall and adjustment and positions of equipment as may be required for the proper execution of the Works. The Contractor is responsible for the co-ordination of all services and setting out of core holes, penetrations, location of equipment and the like, together with all work necessary for the co-ordination and installation of services for the Works.

**P.10 SHOP DRAWINGS**

Shop Drawings means drawings showing details of fabrication, assembly, installation and fixing of specific items or components, and shall include necessary explanatory notes and specifications.

When preparing Shop Drawings, the Contractor shall perform the following:

- Include provision in construction program for the production and distribution of shop drawings.
- Refer discrepancies discovered in the Contract Documents to the Project Manager for direction.
- Verify relevant dimensions
- Dimension Drawings so that the items or components fit accurately into required positions.
- Ensure that Shop Drawings conform with the requirements of the Contract and are of consistent standard size and presentation.
- Submit two initial copies to the Project Manager for examination. If amendments are required, one copy will be marked and returned to the Contractor for amendments to the original Shop Drawings. (This process may be repeated until the Project Manager considers that the Shop Drawings are satisfactory). When the Shop Drawings are satisfactory, one copy will be stamped by the Project Manager and returned to the Contractor.
- Supply two additional copies of the satisfactory Shop drawings to the Project Manager.

The Contractor shall not order, manufacture, assemble or supply any item or component needed according to requirements of Shop Drawings until the Project Manager returns the applicable stamped Drawings. Acceptance of Shop Drawings shall imply only that the Contractors interpretations of the relevant requirements of the Contract are

generally correct, but shall in no way relieve the Contractor of his obligations under the Contract to construct and complete the Works correctly and accurately.

**P.11 ON-SITE DOCUMENTS**

One complete set of Drawings, Specifications, Council approved Construction Certificate drawings and specification, and other written information supplied by the Project Manager must be kept by the Contractor at the Site and must be available at all times for reference by the Project Manager or any person nominated in writing by the Project Manager. The set shall be the latest approved document as identified in the Contractor's Q.A. system.

During the manufacture or assembly of any significant part of the work under the Contract away from the Site where the Works are to be constructed a set of the drawings and written information relevant to that part of the work must be kept by the Contractor at the place of manufacture or assembly and must be available for reference by the Project Manager.

**P.12 AS BUILT DRAWINGS & OPERATION AND MAINTENANCE MANUALS**

The Contractor shall provide an 'as built' record of all new or altered electrical, plumbing and drainage lines, all mechanical work, fire services, inspection covers etc and, if requested, any other concealed new services. As built records required by this specification, shall be provided in accordance with the requirements of the UNSW CADD DRAWING STANDARDS.

The Contractor shall also provide, in a format acceptable to the Principal, three sets of Operation and Maintenance Manuals. The manuals shall contain all information deemed necessary by the Principal for the efficient operation and maintenance of all aspects of the facilities constructed/installed by the Contractor.

Unless otherwise specified the manuals shall include

- Comprehensive manufacturers information on all plant and equipment installed
- The designed performance specifications and commissioning test results
- all services, wiring and assembly diagrams for all plant and equipment
- details of all manufacturers maintenance instructions
- information required for arranging both servicing and spare parts
- the names and contact details of any subcontractors who installed each piece of plant and equipment
- an A3 paper copy of all "As Built Drawings"

The "As Built Drawings" and Operation and Maintenance Manuals are to be provided to the Principal not later than 30 days from the date of Practical Completion of any Project. Failure by the Contractor to provide either the "as built drawings" or operation and maintenance manuals in either the format or time required will be regarded as incomplete work by the Contractor and payment may be withheld against completion of these items accordingly..

**P.13 SAMPLES**

All samples shall be identified with a securely attached label giving the manufacturer's name, product trade name and number, material type, Specification clause name, project name, Contractor's name, Subcontractors or Suppliers names and the date of submission. The Contractor shall confirm with the Project Manager, the delivery address before delivery, and pay all costs for delivery to the Project Manager's office, the Project Manager's representative's office, the Site or a testing laboratory as directed. Samples generally will not be returned unless specifically requested. Return packaging and delivery shall be paid for by the Contractor where this is required.

Samples must be of adequate size and/or number to permit proper evaluation, and showing the full range of colors, textures, dimensions and other variable characteristics expected. Samples of different items that must match, or whose finishes relate, must be delivered at the same time to facilitate co-ordination. The Contractor shall not commence work affected by samples until the samples have been approved. Further samples must be submitted as required.

Items in respect of which samples are specified must be in accordance with an approved sample, or within a range defined by approved samples. Approved samples must be kept in good condition on the Site until Practical Completion.

Where any Project requires the Contractor to provide samples, the Contractor must be solely responsible for the consequences of delay resulting from failure to allow reasonable time for the assessment and approval of samples, or from the rejection of samples. Samples of brickwork, concrete, precast concrete and the like may only be incorporated in the Works with the prior written approval of the Project Manager.

**P.14 MANUFACTURER GUARANTEES**

The Contractor shall obtain all guarantees and warranties required by the Documents set out in the various sections of this Specification.

All manufacturers guarantees shall be obtained in the name of the Principal and shall state as follows:

- (a) That workmanship, materials and installation are guaranteed or warranted for the period specified and commencing at the date of Practical Completion of the Project.
- (b) That upon written notice from the Principal, any defects which arise during the specified period will be made good without cost to the Principal.

**P.15 PRINCIPALS PRESCRIBED WARRANTIES**

The Contractor shall obtain all Principals Prescribed Warranties required in the Documents and Specifications for individual Projects and provide these to the Project Manager. The warranties are to be in the form prescribed by the Principal and shall be provided upon the commencement of each supply contract or trade subcontract to which the work relates. The Contractor shall ensure that all subcontractors are made aware of the requirement for Principals Prescribed Warranties at the time of tendering for any work on any Package or Project.

**P.16 TEMPORARY FENCE**

The Contractor's areas and other areas shall be enclosed as necessary to the Project Manager's approval with a fence and adequate gates. These areas include the Contractor's compound and access to public areas. All fencing shall be removed on completion and the Contractor must make good the Site.

**P.17 HOARDINGS/PROTECTION**

The Contractor shall provide and maintain such hoardings around the sites for individual Projects as is necessary to protect the Principal, users of the Buildings and the public. The Contractor shall ensure that these persons can all enter and leave at all times in complete safety. The Contractor shall also provide adequate levels of illumination and the provision of an even pavement surface.

Prior to the installation of all scaffolds, hoardings and barriers the Contractor shall provide to the Project Manager drawings indicating the location, extent and details of any such proposal. The Contractor shall not commence any erection without the prior written approval of the Project Manager.

The Contractor shall make all applications, pay all fees and obtain all required approvals from the relevant Authorities for the erection of any hoardings or temporary structures outside the boundary of the Building.

**P.18 PARKING**

Unless otherwise agreed to in writing by UNSW, parking is not available for the Contractor or subcontractors within any of the Principal's Buildings or elsewhere on the UNSW Campus. The Contractor shall be responsible for making its own parking arrangements.

**P.19 SITE OFFICES**

The Contractor shall, at its own cost, provide and maintain all site offices, stores and storage compounds that may be necessary for the execution of the Works. All offices, stores and compounds shall comply with all applicable by-laws and regulations concerning their erection and use.

All costs associated with any service connections or service supply shall be borne by the Contractor. The Contractor shall also arrange for the regular cleaning and removal of rubbish from any temporary buildings.

The Contractor shall arrange for the provision at his own cost of a separate telephone and fax service to the site office of his foreman, and shall pay charges for connection and use thereof.

**P.20 E- MAIL SYSTEM**

UNSW may, at its absolute discretion, provide a data connection to the UNSW data cabling system and an email address for communication between the Project Manager and the Contractor. The Contractor must provide, maintain and use an IBM compatible Computer and Email software to communicate with the Project Manager.

**P.21 TOILETS**

The Contractor may be permitted to use toilet facilities if these are already available in the buildings forming part of individual Projects. The location of these facilities will be

agreed to with the Contractor by the Project Manager. The Contractor will thereafter be responsible for maintaining the toilets designated in a clean and tidy state.

**P.22 WORKERS AMENITIES**

The Contractor shall provide all worker's amenities as required by any award, statute, regulation or regulatory authority. These include any sheds, showers, washrooms and toilet facilities which may be required.

**P.23 PROJECT SIGNBOARDS**

The Contractor shall provide Project Signboards as required by the Project Manager and:

- locate where directed;
- maintain in good condition for duration of the work;
- obtain permission for removal; and
- remove on completion

The Contractor shall obtain approval in writing from the Project Manager before permitting the display of advertisements or the provision of any other signboards.

**P.24 USE OF THE WORKS**

The Contractor shall be responsible for the safety and protection of every part of the Works including the structure and finishes of any existing buildings to the degree to which they are affected by the Works. These areas will be required to be returned to the Principal in the same condition as they were in at the commencement of the Works. The Contractor shall also renew of all fluorescent and incandescent lamps in light fittings and undertake at its own cost any other rectification work the Project Manager may instruct the Contractor to perform on the existing Buildings or Structures prior to the issue of Certificate of Final Completion being issued on any Project.

**P.25 PROTECTION OF WORK**

The Contractor shall be responsible for the protection of all materials and every part of the works through out the contract, and including the work of all subcontractors, from all damage arising from weather, carelessness of workmen, or from any other causes.

All sills, arises, fittings, carpet, and any other work liable to damage shall be protected to the satisfaction of the Project Manager, and any work (new or existing) damaged from any cause shall be removed and replaced or made good at no extra cost.

Temporary doors shall be erected and padlocked to maintain security of the Works and of the building.

**P.26 DILAPIDATION RECORD**

The Contractor shall make a photographic and written record of all existing and adjoining buildings before any demolition or other work commences on any Project. The record shall record condition of all existing, adjoining and adjacent structures and external areas (including walls, fences, gates, roads, kerbs, gutters and pavement). The Dilapidation Record shall be used amongst other things as a means of assessing the responsibility for any damage and/or making good arising out of the performance of the Works by the Contractor. A copy of the record shall be provided to the Project Manager by the Contractor prior to the start of any works commencing on site. The record shall also be kept, and made available for inspection on site at any time during the Works.

The Dilapidation Report shall be prepared in accordance with the following procedures:

- The Contractor shall inspect the buildings (internally and externally) with the Project Manager, the owners and/or representatives of the adjoining buildings/structures, and occupants before and on completion of the works;
- At the initial inspection, the Contractor shall make detailed records of conditions existing within the buildings especially structural defects and other damage or defacement;
- The Contractor shall arrange for at least three copies of each record, including drawings, written descriptions, and photographs, to be endorsed by the Principal and owner of adjoining buildings (or their representatives), as evidence of conditions existing before commencement of work.
- The Contractor shall submit two endorsed copies of each record to the Project Manager and keep one endorsed copy on site.

**P.27 DAMAGE TO ADJOINING PROPERTY**

The Contractor shall immediately remove and/or rectify any obstruction or damage to roadways, footpaths, drains and watercourses and other existing services adjacent to the site of any Project. The Contractor shall provide temporary services whilst repairs are carried out.

The Contractor shall also immediately remove and/or rectify any interference or damage to property which is adjacent to the site, including adjoining property encroaching onto the site, and trees.

The Contractor shall also inspect the properties with the Project Manager and owners and occupants of the properties, on completion of the works, recording any damage that has occurred since the pre-commencement inspection.

**P.28 POSSESSION OF THE SITE**

The Contractor shall not be deemed to have exclusive possession of any part of the Principal's Premises. The Principal shall be deemed only to have granted the Contractor permission to occupy those parts of its premises necessary for the execution of the Works.

**P.29 LIMITS OF SITE**

Areas of the Principals premises will be provided to the Contractors on a progressive basis to meet the Principal's operational requirements. The Contractor shall confine all Works including temporary structures, storage, workshops, sheds, toilet accommodation and the like to those areas except where varied with the prior written approval of the Project Manager.

**P.30 DOOR KEYS**

Door keys will be issued by UNSW Security. On acceptance the Contractor shall assume full responsibilities for any key issued and the cost of replacement of the key and all controlled cylinders if the keys are not returned by the promised time and date.

**P.31 ACCESS TO THE WORKS**

The Contractor shall issue the Principal's security personnel with a set of all keys that the Contractor uses, so that access can be gained when required. The Contractor shall ensure that the Project Manager is given at least 48 hours written notice of any work to be carried out after hours. The Contractor shall not carry out any work after hours without the written consent of the Project Manager and without first informing UNSW Security in sufficient time for a security presence to be provided should UNSW deem this to be necessary.

**P.32 DELIVERY OF MATERIALS**

The Contractor shall be deemed to have inspected the access available for materials, including, but not limited to, the size of vehicle able to access the Site and all access roads. No variation, extension of time, or adjustment to the Contractors Fee will be allowed due to restrictions on the access requirements for the delivery of materials.

The Contractor shall provide the Project Manager with 48 hours notice prior to any delivery to ensure access will be available when the materials are delivered.

**P.33 STORAGE ON SITE**

Materials and equipment stored on site shall be stored so as to prevent damage to the site and minimize hazards to persons, materials and equipment. Storage areas must be kept neat and tidy. Areas outside buildings or the Site are not to be used for storage without prior written approval of the Project Manager.

**P.34 DELIVERY AND STORAGE OF ITEMS SUPPLIED BY THE PRINCIPAL**

The Project Manager shall supply details of any deliveries of items to be supplied by the Principal to the Contractor.

Where materials and other items are specified to be supplied free to the Contractor for use only in the execution of the Works, the Contractor shall take delivery of such

materials and thereafter remain fully responsible for them. In the case of materials supplied in a truck, conveyance, or from a store, the Contractor shall be deemed to have taken delivery at commencement of removal from the truck, conveyance, or store.

The Contractor shall inspect all materials supplied by the Principal when taking delivery and ensure that it is in good condition, and give a receipt to that effect in writing. Any damaged material received must be noted on the receipt and the Project Manager must be notified of the damage. All damaged material must be stacked where directed, for inspection by the Project Manager.

If in the opinion of the Project Manager any damage to materials supplied was due to defects in the material existing at the time of receipt, but not discoverable upon reasonable inspection thereof, the Contractor will not be held responsible for such damage. If materials supplied by the Principal are found to be damaged or defective, and such damage or defect was not, in the opinion of the Project Manager, caused by the Contractor's negligence or improper handling, the Principal will supply additional materials.

Any unused materials supplied by the Principal on completion of the Works, shall be properly stacked or stored on the Principal's premises by the Contractor at its cost where and as directed by the Property Manager.

**P.35 TRAFFIC CONTROL**

Prior to any work which may affect traffic movement, the Contractor shall submit for approval by the Project Manager a proposal detailing the traffic movement and control methods.

The Contractor shall obtain all permits, required for the building work together with any costs or charges, or any other items required from Statutory Authorities such as Council, RTA or Police.

**P.36 TRUCKING**

The Contractor shall ensure that all materials conveyed to or from the Site are conveyed in a manner that will prevent dropping of materials on any street. The Contractor shall ensure that the wheels, tracks and body surfaces of all vehicles and plant leaving the Site are free of mud and that mud is not carried on to adjacent paved streets or other areas. The Contractor shall also ensure that all loads leaving the Site are covered.

**P.37 PUBLICITY**

The Contractor shall not issue any information concerning the project in any media without the prior written approval of the Principal. Any media enquiries concerning the project must be referred to the Project Manager.

**P.38 SITE SUPERVISOR**

All work forming part of the Works shall be carried out under the supervision of a competent Site Supervisor who shall be solely employed on this project for the duration of the work and based on site full time.

**P.39 SERVICES CO-ORDINATING ENGINEER**

The Contractor shall engage an experienced Services Engineer to co-ordinate the installation of electrical, mechanical and hydraulic services during all stages of the project. This shall include, but not be limited to the following:

- co-ordination of all services workshop drawings.
- co-ordination of all services set-outs with the building structure.
- co-ordination of all services during installation, with particular attention to cross discipline interface points.
- review of all "as installed" mark-up drawings, on a progressive basis, during construction.
- planning and co-ordination of all services commissioning and acceptance testing programs.
- co-ordination and review of all services "as installed" drawings and Operating and Maintenance Manuals against the actual site installation.

The Contractor shall submit details and provide a resume of the engineer proposed for approval. Persons without the demonstrated relevant experience will not be accepted. The Contractor shall engage the Services Engineer for the period of the Works, the defects liability period and any service contract period applicable to any part of the Works.

**P.40    SEPARATE CONTRACTS**

**Work prior to this contract:**

The following works will be completed prior to the commencement of this contract:

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

**Work concurrent to this contract:**

The following works on site are not included in this contract but will be undertaken concurrently by others:

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

**Work subsequent to this contract:**

The following works are not included in this contract but will be undertaken by others subsequent to completion of the Works:

.....  
.....

.....  
.....

#### **P.41 RESPONSIBILITY AND SUBCONTRACTORS**

The Contractor shall accept full responsibility for the satisfactory completion of the whole of the Works, for its completion within the time required, and the rectification of any defects, including work carried out by his own organization and by subcontractors selected by him or the Principal.

The Contractor shall enter into an agreement in writing with every subcontractor, setting out his requirements for commencement and conclusion of the subcontractors work. The Contractor shall ensure that all subcontractors are made fully aware of the Principal's requirements as described in the Contract Documents including but not limited to:

- these Preliminaries;
- the applicable Specifications concerning the subcontractors' work;
- the conditions of contract between the Contractor and the Principal.

#### **P.42 PROGRAMS**

The Contractor shall prepare and supply to the Project Manager for approval such Programs as the Project Manager may direct. The Programs shall include "Master Programs" showing the relation between, and planned timing of individual Projects and detailed programs for each project. All such programs shall clearly indicate all major activities, stages, decision points and approvals required. They shall also show the critical path for the activities in each Program..

The Contractor shall revise the Programs on a regular basis as the Works progresses and shall provide copies of all revisions to the Project Manager. The Contractor shall display in its site office at all times an up-to-date bar chart and network diagram based on the approved Programs.

#### **P.43 TIMES OF WORKING**

The Contractor shall ensure that all work is carried out within the hours permitted in any Development Approval and/or Building Certificate. Specific hours for undertaking activities on individual Projects shall however also be as approved by the Project Manager in writing on a Project by Project basis. The Contractor shall ensure that all subcontractors are notified of the permissible agreed hours of work at the time of their tendering for any work on any Project. Any noisy and/or disruptive work will, unless otherwise approved by the Project Manager, need to be undertaken outside the normal operational hours of the Campus, and at a time approved in writing by the Project Manager.

#### **P.44 USE OF LIFTS**

The Contractor may with the written approval of the Project Manager, be permitted to use any of the lifts in the Principals buildings on each Project for transporting clean and dry materials. If the Project Manager agrees to such a request the Contractor shall use only the lift nominated by the Project Manager. The Contractor's right to use any lift

shall not be an exclusive use but only a right to share the use of the lift with others. In the event of any dispute between the Contractor and others over the use of the lift the Project Manager shall be the sole arbiter of the dispute. The Contractor shall provide any lift used with adequate protection against damage which the Project Manager to the satisfaction of the Project Manager. The Contractor shall also make good any damage which the Project Manager deems it has caused on account of the Contractor's use of the lift.

**P.45 EXISTING SERVICES**

Existing services, the extent of which are known, are generally shown on the drawings. Locations are diagrammatic only and are intended only as a guide. Their identification on the drawings does not relieve the Contractor of the responsibility to further investigate the existence of such services and to make adequate allowance for their effect on the work.

The Contractor shall notify the Project Manager immediately upon the discovery of services or obstructions not shown on the Drawings.

The Contractor shall deal with existing services (such as drains, watercourses, public utility and other services) encountered, obstructed, or damaged in the course of performing the work under the Contract, as follows:

- If the service is to be continued repair, divert, relocate as required. If such a service crosses the line of a required trench, or will lose support when the trench is examined, provide permanent support for the existing service;
- If the service is to be abandoned cut and seal or disconnect, and make safe;
- If the service is to be temporarily shut down obtain approval from the Project Manager.

The Contractor shall notify all Services or Supply Authorities before commencing work on or in the vicinity of a service, if required by the regulations of the Authority.

All existing services which are to remain in the completed works shall be protected from damage. The Contractor shall be wholly responsible for the cost of dealing as above with existing services, regardless of the circumstances of their discovery.

**P.46 MATERIALS, LABOUR AND PLANT**

The Contractor shall provide all constructional plant, craneage, equipment, scaffolding and Temporary Works necessary for the execution of the Contract. It is the Contractor's responsibility to ensure that the construction methods proposed are suitable for their intended purpose and must provide at his own expense everything necessary for the proper execution and completion of the Works. The Contractor will not be entitled to any reimbursement as a result of any Authority altering their requirements.

The Contractor shall at his own cost provide adequate storage and protection for materials so as to preserve their quality and fitness for the Works until Practical Completion of individual Projects. All work must be done by workman skilled in their particular craft in a thorough and workmanlike manner.

Any materials and/or workmanship which does not, in the opinion of the Project Manager, satisfy the requirements of this clause shall be removed and replaced and/or re-executed to the satisfaction of the Project Manager at no extra cost.

**P.47    TOOLS, PLANT, SCAFFOLDING**

The Contractor shall provide all tools, plant and scaffolding necessary for the proper execution of the work, complying with all relevant regulations, and allow use of scaffolding that may be in position to all subcontractors engaged in the work.

**P.48    OBVIOUS WORK**

If neither the drawings nor the specifications contain any mention of work, which in the opinion of the Project Manager is necessary for the satisfactory completion of the works, such work shall be deemed to be included the relevant Packaged Works Sum.

Any item of work and material shown on the drawings but not specified, or vice versa, shall also be deemed taken included in both and allowed for in the Packaged Works Sum.

**P.49    JOINING-UP/MAKING GOOD**

The Contractor shall carry out the joining of new work to existing work and any consequent cutting away in a manner appropriate to the materials and adjacent structure. The Contractor shall also make good any affected existing buildings and structures as required.

**P.50    TEMPORARY WORKS**

Temporary Works must be altered, adapted and maintained as necessary, and removed progressively as the work proceeds, unless otherwise specified or instructed by the Project Manager.

The Contractor shall obtain the written consent of the Project Manager for the inclusion in the Works of any Temporary Works which it is proposed to leave in position at the completion of the Contract.

**P.51    CONTRACTOR'S WORK ASSOCIATED WITH OTHER**

The Contractor shall be responsible for the co-ordination of all subcontracted work and the Principal shall not be liable for any cost, loss, expense or delay resulting from the failure by the Contractor to undertake such co-ordination as is necessary for the satisfactory completion of the Works nor from the failure of any subcontractor to meet the Contractor's program.

**P.52    DISPOSAL OF REFUSE**

The Contractor shall remove from the Site all refuse resulting from the Works. Refuse shall be handled in a manner so as to confine the material completely and prevent dust emission. Dispose of refuse shall be in a manner consistent with "Best Practice" as defined by the Environmental Protection Authority & Waste Services.

**P.53    TESTING**

Any testing required to be undertaken by the Contractor and an independent authority shall be carried out by an authority fully accredited with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

The Contractor shall not, without the approval of the Project Manager, commence or conceal, work subject to tests until the tests have been satisfactorily completed and the results provided to the Project Manager and approved.

**P.54    PEST ERADICATION**

The Contractor shall employ only suitably qualified pest exterminators where pest control is required as any part of the Works. The Contractor shall submit a certificate to the Project Manager stating that all completed works are free of pest types identified in the Pest eradication treatments schedule.

**Pest eradication treatments schedule:**

| Pest type to be treated: | Eradication method |
|--------------------------|--------------------|
| .....                    | .....              |
| .....                    | .....              |
| .....                    | .....              |
| .....                    | .....              |
| .....                    | .....              |
| .....                    | .....              |

**P.55    SALVAGED ITEMS**

After obtaining approval from the Project Manager, unless otherwise specified, and subject to the provisions of the Contract, building materials salvaged from the Works will become the property of the Contractor and must be removed by him from the Site. Any item that the Project Manager states must be retained, must be located where directed by the Project Manager.

**P.56    VARIATION DRAWINGS**

If the Contractor proposes to change the installation from the installation shown on any the Contract Drawing, a change is required by an Authority or a change is required for compliance with an Authority then:

- (a) the Contractor shall at its own cost, prepare and submit a variation drawing showing any proposed changes to the Works;
- (b) obtain approval prior to commencing the affected work.

**P.57 INSTRUCTIONS BY OTHERS**

The Contractor shall not accept any instructions, directions or requests in connection with this contract from any person or persons except the Principals Representative or the Project Manager (or any person authorized in writing by the Project Manager to issue such instructions).

The Contractor shall immediately refer any instruction or request received from any third party to the Project Manager.

**P.58 PRECONDITION TO PAYMENT**

The Contractor shall provide to the Principal at the time of making a progress claim an affidavit confirming that all wages and payments due to all employees, subcontractors and suppliers (arising from work paid for by the Principal under previous progress claims) have been fully paid and discharged by the Contractor. The certificate must be in a form acceptable to the Project Manager and signed by a Director of the company.

**P.59 GOODS AND SERVICES TAX**

All claims for payment, including progress payments and approved variations must be submitted on a "Tax Invoice" as specified in current government regulations. The invoice must identify the Contractors Australian Business Number (ABN). If an ABN is not quoted the Principal will be obliged to deduct tax at the maximum personal rate and remit it to the Australian Tax Office on the Contractor's behalf.

**P.60 CLEANING UP AND RECYCLING**

The Site shall be kept clean and tidy as work proceeds and the Contractor shall regularly remove rubbish and surplus material arising from the execution of the work including any work performed during the Defects Liability Period or during any operational maintenance period on any Project.

The Contractor will be responsible for maintaining clean roads and access. The Contractor must remove and clean away mud, building debris from footpaths, gutters, drains, walls, etc when such occurs.

Skips or rubbish bins must not obstruct access. The Contractor shall obtain approval from Project Manager for location of all skips. The Contractor shall implement a system for recycling of materials. Separate bins must be provided so that recyclable materials can be collected for reprocessing.

**P.61 DISPOSAL OF CONTAMINANTS**

The Contractor shall properly dispose of solid, liquid and gaseous contaminants in accordance with all statutory and contractual requirements. The Contractor shall to dispose of all such waste at its own cost.

Gaseous Contaminants shall only be discharged in such a manner that they will be diluted with fresh air sufficiently to reduce toxicity to an acceptable level.

Subject to statutory and local requirements, liquid contaminants may be diluted with water to a level of quality acceptable in the sewer system. If this is not permitted, store in approved vessels for disposal at approved locations.

The Contractor shall also not:

- wash out concrete trucks, concrete pumps and their attachments, and trucks used for the disposal of spoil on the public way
- allow any water collected from on-site washing down of concrete trucks, concrete pumps or their attachments, and trucks used for the disposal of spoil to be pumped, directed or allowed to flow into the street stormwater system
- allow any seepage of rainwater collected on site during the construction to be pumped to the street stormwater system unless separate prior approval is given in writing by the relevant Authority.

During any groundworks, the Contractor shall install isolation fences, long bail barriers, silt arresters or other approved devices to control and limit the flow of spoil from the Site to public walkways and roads and to the stormwater system.

Solid Contaminants shall be disposed of by removal from site to approved locations or as otherwise directed by the Project Manager.

**P.62 ATTENDANCE BY FIRE BRIGADE**

The existing buildings may have operational fire protection systems which may include sprinkler and smoke and thermal detectors. The Contractor shall ensure that the detector system is isolated prior to performing any operation that produces smoke, heat or fumes likely to activate the system. If, during the course of the Works, the automatic alarm is triggered, the Fire Brigade will attend the Building. Should any triggering be caused by the Contractor or any of his Sub Contractors, the Contractor will be required to bear the cost of any charges levied by the Fire Brigade.

**P.63 OCCUPIED PREMISES**

Unless otherwise notified to the Contractor in writing the Principal and/or persons authorized by the Principal will continue in possession and occupancy of the Site, all buildings and related spaces/areas.

The Contractor in executing the works shall at all times:

- provide safe access to all parts of the Building(s);
- provide maintenance of safe egress in all parts of the affected buildings and the Works including the provision of alternative means of egress if required;
- protect the occupants against weather, dust, dirt, water or other nuisance by means of temporary screens or the like.
- arrange work in occupied or partially occupied premises in such a way to minimize nuisance to the occupants and ensure their safety. All work areas must be enclosed by a physical barrier and the Contractor shall restrict his activities to within those areas except for the transporting of materials and any other activity approved by the Project Manager.

Whilst students do not attend during the recesses, teaching functions continue for specialist purposes, staff attend and the library is open. Normal operating hours are 8:30am to 10:00pm.

**P.64 SERVICES DURING CONSTRUCTION**

The Contractor shall check and ensure that the capacities of the existing services supplies are adequate for the purposes of the Works and the uninterrupted ongoing use of all affected facilities by the Principal. The Contractor shall also be responsible for all connections that may be required for the Works and the cost thereof.

**P.65 TEMPORARY SERVICES**

The Contractor shall provide and maintain any temporary services necessary for the execution of the Works, the ongoing operational requirements of UNSW and in accordance with the regulations of the relevant Authorities. The Contractor must also pay for all costs and charges in connection with their installation.

The Contractor shall provide all necessary electric cabling, ducts, switchboards, power outlets, extension leads and other equipment required for temporary power supply to the Works and remove these at Practical Completion. All necessary temporary lighting for the Works must also be provided.

Power for construction works may be taken from local distribution boards. The Contractor shall establish his power needs and ascertain available spare capacity on the existing electrical DB's, in conjunction with the Project Manager. DB's are not to be shut down without the prior written approval of the Project Manager. Following approval, the Contractor shall provide and install all necessary circuit breakers, cabling, distribution boards etc. Cable routes shall be approved by the Project Manager prior to installation. All work on the DB's etc shall be done as a permanent installation. Workmanship of an untidy nature will not be accepted.

On completion, the Contractor shall remove all redundant cabling etc and restore DB to "as found" condition.

Where required the Contractor is to provide a temporary water supply for the Works connected to the existing reticulation system the provision of this connection will be at the Contractor's own cost. The Contractor shall provide and install all piping, taps, storage tanks etc. required and must remove these at Practical Completion.

The Contractor shall provide and pay all costs in connection with the installation and maintenance of temporary fire fighting facilities including chemical and water extinguishers where required.

The Contractor will not be charged for the usage of water and electricity.

#### **P.66 DISRUPTION OF SERVICES**

Prior to the shut down of any services or work being carried out on a service which will or may result in any inconvenience to a user of that service, approval must be obtained from the Project Manager. Application for approval must be made a minimum of 48 hours prior to the work being undertaken.

#### **P.67 ISOLATION OF EXISTING SERVICES**

Where there is a particular requirement to isolate an existing service, prior notification (48 hours) shall be given to the Project Manager and relevant authorities, if necessary, of the intended shut down date and its duration. In particular,

##### **Fire Detection System and EWIS:**

Where detector circuits are required to be isolated to prevent false alarms in areas where work is being carried, out and where new systems connect to existing systems, notify the Project Manager and UNSW Security.

##### **Sprinklers:**

Where the existing sprinkler system is required to be decommissioned to cut into existing paperwork or to rectify leaks etc, notify the Project Manager, UNSW Security and the Fire Brigade.

##### **Security:**

Where existing security systems are to be disconnected notify the Project Manager and UNSW Security.

Shut down of services shall not proceed unless verbal or written approval is received from the Project Manager.

It is the Contractor's responsibility to ensure that, unless extenuating circumstances apply, that the above "critical services" do not remain isolated over night, when security is not present. The Contractor shall pay all costs associated with any requirement to maintain a security presence, where deemed necessary by the Project Manager, to adequately protect the building.

**P.68 DUST AND NOISE**

The Contractor shall ensure that any dust caused by the Works is reduced to a minimum. Areas worked in by the Contractor must be adequately screened off to prevent dust spreading to other user occupied areas. Protection must be provided to all office equipment (including computers and printers) and the Project Manager notified in advance of any impending dusty or noisy work.

The Contractor shall notify occupants in advance of pending dust protection work. Installed equipment must also be protected against damage by dust, dirt, shock or other cause. The Contractor shall also notify occupants in advance of pending dust protection work.

Jack hammers and other noisy equipment and hand-held tools used in the performance of the work must be fitted with effective silencers of a type recommended by the manufacturers. Tools and silencers must be kept in first class condition. Operators of jack hammers and other noisy equipment and hand-held tools must be supervised to ensure that the silencers are always in place while the tools are being used.

Compressor sets and motors used in the performance of the work must be fitted with effective acoustic canopies and special engine exhaust silencers of a type recommended by the compressor manufacturer.

Portable radios and CD players may not be used where they will impact on the normal conduct of UNSW teaching, research and administrative operations. No radios or CD player will be permitted outside the confines of the site.

The Contractor shall ensure that all structural borne noise will not be a problem for the users and occupiers of any affected Building. The Contractor must use "best practice" and allow for methods of work to obviate the noise generated.

Unless otherwise indicated the following noise restrictions will apply:

- 9.00 pm to 9.00 am Monday to Friday, no restrictions;
- 9.00 am to 5.00 pm Monday to Friday, noise restrictions apply (ie, no structural borne noise);
- Saturdays and Sundays - unrestricted with permission of the Project Manager and compliance
- with relevant Authorities.
- No structural borne noise may be generated during the UNSW Formal Examination Period.

The Contractor shall also, at its own cost comply with any noise restriction imposed by any Statutory Authority.

**P.69    PROHIBITION ON ALCOHOL**

Alcohol shall not be brought to or consumed on the Site or within any Building without prior approval.

**P.70    PROHIBITION ON SMOKING**

Smoking is not permitted in the Site, or within any Building.

**P.71    HARASSMENT/EEO**

The Principal maintains strict policies encouraging EEO & prohibiting any form of harassment. The Contractor shall implement complementary policies and ensure that no form of harassment of any person occurs by any person for whom the Contractor is responsible whether on, near or adjoining the site.

**P.72    PROTECTION OF PEOPLE AND PROPERTY**

The Contractor must take the necessary steps to prevent nuisance to the owners, tenants or occupiers of properties adjacent to the Site, and to the public generally.

The Contractor must provide all barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, traffic flagging, safety helmets and clothing, removal of obstructions, protection of services and anything else necessary to:

- protect people and property, adjoining properties and trees;
- avoid unnecessary interference with the passage of people and vehicles, and
- prevent nuisance and unreasonable noise and disturbance.

The Contractor must:

- not obstruct or damage roadways or footpaths and drains on or adjacent to the site. Any damage must be rectified promptly by the Contractor at its own expense.
- completely cover and protect all carpets with heavy duty plastic sheeting prior to any other work commencing on-site in the following areas:
  - all areas will remain as part of the works;
  - all traffic trafficable areas to and from the site;
  - any affected adjoining areas.
- The Contractor shall make good any damage to existing buildings and property. Repairs must be carried out as directed by the Project Manager and no variation, or extension of time, shall be claimable by the Contractor or any sub-Contractor for any such repairs.
- The Contractor must take all means to minimize the impact of the Works. Any directions given by the Project Manager in this regard must be complied with, and

no variation, adjustment of the Contract Sum or extension of time shall be claimable by the Contractor in relation to these requirements.

**P.73 OCCUPATIONAL HEALTH AND SAFETY**

The Contractor shall at his own cost comply with the requirements and provisions of all Authority Requirements, Regulations, Ordinances and By-Laws, particularly with regard to Occupational Health and Safety.

The Contractor shall submit a site specific 'Occupational Health and Safety Management Plan' for the Project Managers acceptance before work commences on Site. Unless otherwise indicated the plan shall include the following information

- names, positions and responsibilities for all people with OH&S responsibilities;
- the process for complying with OH&S induction and training at site;
- the process for managing and reporting any OH&S incidents;
- any site safety rules and details of the arrangements for ensuring that all persons at the place of work (whether employees or visitors) are informed of the rules; and
- safe work method statements for all work activities assessed as having safety risks.

A copy of the OH&S Management Plan shall be made available at site.

**P.74 PROTECTIVE CLOTHING**

Safety helmets to AS/NZS 1801, Type 1 and safety boots shall be provided by the Contractor for the temporary use of visitors whose presence on the Site is authorized, permitted or necessary under the provisions of the Contract.

**P.75 ACCIDENT REPORTS**

The Contractor shall promptly notify the Project Manager of the occurrence, and furnish a written report, of the following accidents and incidents:

- Accidents involving death or personal injury;
- Accidents involving loss of time;
- Incidents with accident potential such as equipment failure, slides, cave-ins, and the like.

**P.76 SAFETY OF PLANT AND EQUIPMENT INCORPORATED IN THE WORKS**

The Contractor shall supply a signed statement certifying that all plant and equipment designed by the Contractor for the Works, when used and maintained in accordance with the published instructions provided, complies with the requirements of the Occupational Health and Safety Act and all other applicable legislation concerning health and safety. Such statements must include a list of any special safety features provided in the plant and equipment as installed and operating.

**P.77 FIRE PROTECTION**

The Contractor shall provide such fire protection as is necessary during the course of the work to adequately safeguard the work and personnel on the site of the Works and in the existing and/or buildings.

**P.78 HOT WORK**

A Hot Works Permit must be obtained from UNSW Security prior to commencing any hot work such as welding, brazing, or removal of paint by heat gun or burner. The Contractor shall ensure that all fire alarms in the relevant section are isolated and that adequate fire protection is preset. Suitable fire extinguisher must be placed near each welding plant. Screens shall be provided to protect all personnel from welding flashes and any hot waste. Workers undertaking welding shall wear the correct protective equipment.

**P.79 ASBESTOS AND LIKE MATERIALS**

The Contractor shall be deemed to have made allowances in his pricing and programming for the possible discovery, removal and/or treatment of asbestos and like materials. The discovery and treatment of asbestos and like materials shall not be grounds for any variation under the Contract.

### FORM OF PRINCIPALS PRESCRIBED WARRANTY

Where the any Sub Contractor and/or Supplier is required to provide to the Principal a "Principals Prescribed Warranty", the Warranty shall be provided, duly executed, in the following form:

**THIS DEED** is made on the date, and between the parties, stated in items A, B1, B2 and B3 of the Appendix hereto.

**WHEREAS:**

- A. the Builder entered the Contract on the date stated in item A of the Appendix;
- B. the Builder and the Warrantor have agreed to enter into a sub-contract for the Sub-Contract Works;
- C. the Warrantor has agreed to provide the warranties set out in this Deed for the benefit of the Proprietor and the Builder upon the terms and conditions herein contained,

**NOW THIS DEED WITNESSES THAT:**

1. Definitions

In this Deed, the following words and phrases shall, except where there is something or some matter in the subject or context inconsistent therewith, have the meanings given to them as follows:

- (a) **the Proprietor:** the person, partnership or corporation named in item B1 of the Appendix;
- (b) **the Builder:** the person, partnership or corporation named in item B2 of the Appendix;
- (c) **the Warrantor:** the person, partnership or corporation named in item B3 of the Appendix;
- (d) **the Project Manager:** the person, partnership or corporation named in item B4 of the Appendix, or any other person, partnership or corporation appointed by the Proprietor to act as the Project Manager in connection with the Contract (and including persons with authority to act on behalf of the Project Manager).

For the purposes of this Deed, and notwithstanding any provision in the Contract to the contrary, the Proprietor shall be entitled to appoint any person, partnership or corporation to act as Project Manager at any time during the currency of and for the purposes of this Deed;

- (e) **the Contract:** the contract dated ..... for the Works between the Proprietor and the Builder;
- (f) **the Sub-Contract:** the sub-contract dated ..... between the Builder and Warrantor for the Sub-Contract Works;
- (g) **the Works:** the works described in item B5 of the Appendix (including all labour, materials, plant, equipment and anything else of whatever nature to be supplied in connection with the same);

- (h) **the Sub-Contract Works:** the works described in item B6 of the Appendix (including all labour, materials, plant, equipment and anything else of whatever nature to be supplied in connection with the same);
- (i) **the Site:** the location described in item B7 of the Appendix.

## 2. Warranty

- (1) The Warrantor warrants to the Builder and, as a separate warranty, to the Proprietor that:
  - (a) the Sub-Contract Works shall be:
    - (i) designed;
    - (ii) executed;
    - (iii) carried out;
    - (iv) manufactured;
    - (v) supplied;
    - (vi) installed;
    - (vii) commissioned; and
    - (viii) maintained,
 (as the case may be) in all respects in accordance with the Sub-Contract;
  - (b) to the extent that the Sub-Contract does not prescribe a particular standard, whether relating to quality or otherwise, the Sub-Contract Works shall be executed to a standard consistent with a high quality of workmanship and materials;
  - (c) the Sub-Contract Works shall be fit for their intended purpose;
  - (d) the Sub-Contract Works shall be and remain free from defects, errors or omissions arising out of or resulting from the Warrantor's design, manufacture, supply, execution, installation commissioning and maintenance (as the case may be).
- (2) This warranty shall be in addition to, and shall not derogate from, any manufacturer's warranty, or warranty implied by law, attaching to any plant, equipment, materials or any other goods of whatever nature forming part of the Sub-Contract Works.

## 3. Indemnity

- (1) The Warrantor hereby indemnifies, and agrees to keep indemnified, the Proprietor from and against any damage, loss, cost, or expense incurred by the Proprietor in the rectification or replacement of the Sub-Contract Works, or any part thereof, arising out of or resulting from any breach of the warranty referred to in Clause 2 hereof.
- (2) Without limiting the generality, the indemnity referred to in sub-clause (1) hereof shall extend to and include all damages, losses, expenses, costs, charges and any other expenses arising out of or resulting from any inspection, opening up, removal, making good, supervision, and all other attendances (including the obtaining of expert advice) related to rectification or replacement.

#### 4. Rectification Work

- (1) The Warrantor covenants with the Builder and also, as a separate covenant, with the Proprietor that it shall, at its cost and expense, to the reasonable satisfaction of the Project Manager, make good, repair or replace all loss of or damage to (or lack of performance of) the Sub-Contract Works or the Works (as the case may be) caused by, arising out of or in connection with any breach by the Warrantor of the warranty referred to in Clause 2 hereof within such time as may be nominated by the Project Manager.
- (2) If the Warrantor does not fulfil its obligations under sub-clause (1) above, then:
  - (a) the Proprietor may issue a notice to the Warrantor requiring compliance within a reasonable time to be stated in the notice;
  - (b) if the Warrantor does not comply therewith, the Proprietor may employ and pay others to execute any work whatsoever which may be necessary to make good, repair or replace all loss of or damage to (or lack of performance of) the Sub-Contract Works or the Works (as the case may be);
  - (c) all costs properly incurred, or to be incurred, by the Proprietor in so doing may be recovered by the Proprietor as a debt due to the Proprietor by the Warrantor.
- (3) The decision of the Project Manager as to:
  - (a) any breach by the Warrantor of the warranty referred to in Clause 2 hereof;
  - (b) the work necessary to make good, repair or replace pursuant to Clause 4 hereof,

shall be notified in writing to the Warrantor (with a copy being provided to the Builder). Any such decision shall be final and binding upon the parties.

#### 5. Dispute Resolution

- (1) Any dispute between the Proprietor, the Builder and/or the Warrantor directly or indirectly arising from or in consequence of any provision of this Deed either as to its interpretation or its implementation which is not resolved within fourteen (14) days of the Proprietor, the Builder or the Warrantor notifying the other(s) of the dispute shall be referred to a person acting in the capacity of an independent expert and not as an arbitrator whose decisions shall be final and binding on the Proprietor, the Builder and the Warrantor as to the issue in dispute and to the costs arising therefrom.
- (3) Any party may propose a person to act as the independent expert for the purposes of Clause 5(1). If there is no agreement within fourteen (14) days of such a proposal, either the Proprietor, the Builder or the Warrantor may refer the matter to the Chairman for the time being of the Institute of Arbitrators Australia (NSW Chapter) to nominate an appropriate person.

#### 6. Operation of Deed

This Deed shall apply as between the Warrantor and Builder as soon as it has been executed by them, notwithstanding that it may not have been or may not thereafter be executed by the Proprietor.

#### 7. Term of Deed

This Deed shall have full force and effect until the expiry of the period referred to in item B8 of the Appendix, that period to commence from the Date of Practical Completion of the Works or the Sub-Contract Works, whichever be the later.

## APPENDIX

|            |      |                                   |                                                                              |
|------------|------|-----------------------------------|------------------------------------------------------------------------------|
| Reference: |      |                                   |                                                                              |
| A          |      | Date of Deed                      | ..... day of .....<br>19.....                                                |
| B1         | 1(a) | The Proprietor                    | .....<br>.....<br>of.....<br>.....                                           |
| B2         | 1(b) | The Builder                       | .....<br>.....<br>(ACN.....)<br>of.....                                      |
|            |      | License Number (where applicable) | .....<br>.....<br>.....                                                      |
| B3         | 1(c) | The Warrantor                     | .....<br>.....(ACN.....)<br>of.....<br>.....<br>.....                        |
| B4         | 1(d) | The Project Manager               | .....<br>.....<br>(ACN.....)<br>of.....<br>.....<br>.....                    |
| B5         | 1(g) | The Works                         | .....<br>.....<br>.....                                                      |
| B6         | 1(h) | The Sub-Contract Works            | .....<br>.....<br>.....<br>.....<br>.....<br>.....                           |
|            |      |                                   | including but not limited to the following specific items:<br>.....<br>..... |

|    |      |                       |       |
|----|------|-----------------------|-------|
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
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|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
| B7 | 1(i) | The Site of the Works | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
|    |      |                       | ..... |
| B8 | 7    | Warranty period       | ..... |
|    |      |                       | years |

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals on the day and year first hereinbefore mentioned.

**THE COMMON SEAL of THE**                    )  
**PROPRIETOR** was hereunto )  
 duly affixed in the presence )  
 of:                                                )

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**THE COMMON SEAL of THE**                    )  
**BUILDER** was hereunto )  
 duly affixed in the presence )  
 of:                                                )

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**THE COMMON SEAL of THE**                    )  
**WARRANTOR** was hereunto )  
 duly affixed in the presence )  
 of:                                                )

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**APPENDIX B**

**UNSW CADD STANDARDS FOR AS BUILT DRAWINGS**