

FORMER VICTORIAN BARRACKS REPATRIATION COMMISSION OUTPATIENT CLINIC

FEASIBILITY

310 St Kilda Road, Melbourne VIC 3000

June 2022

PREPARED BY

LOVELL CHEN

PREPARED FOR

DEPARTMENT OF DEFENCE

Quality Assurance Register

The following quality assurance register documents the development and issue of this report prepared by Lovell Chen Pty Ltd in accordance with our quality management system.

Project no.	Issue no.	Description	Issue date	Approval
9804	Final	Feasibility	8/06/2022	KC

Referencing

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Cover image: Exterior, 310 St Kilda Road
Source: Lovell Chen

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This report has been prepared on behalf of the Department of Defence (hereafter DoD) to explore adaptive reuse opportunities for the site including preparation of concept plans and costings.

PROJECT BRIEF AND OBJECTIVES

The Former Repatriation Outpatient Clinic, located at 310 St Kilda Road, has been identified by DoD as surplus to requirements and has been unoccupied for over 20 years. The objective of this feasibility assessment is to explore adaptive reuse opportunities for the building and site which offer value for money and would provide accommodation for future use that maximises the footprint and/or flexibility.

The brief required consideration of the implications of a change-of-use proposition with regard to the statutory processes and approvals that may be triggered including heritage and the Building Code of Australia (BCA/NCC).

EXCLUSIONS AND CLARIFICATIONS

Lovell Chen undertook an initial walk through of the property on Thursday 10 October 2019. The inspection involved an assessment of the interiors with the site's owners and JLL. Assessment of the external facades was limited to a survey from ground level only. A second inspection was undertaken on Tuesday 03 May 2022 to confirm whether the condition of the building had changed over the intervening three years. This inspection involved another full walk-through with the site owner.

No access was provided to roof cavities or ceiling spaces, and commentary regarding this aspect is assumed by the extent of moisture ingress from above. It is reasonable to gather that the entire roof system inclusive of rainwater goods is in poor condition.

No inspection of the building has been made by a structural engineer, and assessment of the structural condition or adequacy of the roof, wall, and floor structures is excluded from this report. Where further specialist inspection might be required, this has been recommended as a next stage.

No invasive investigation works have been undertaken during either inspection. Such investigation may be necessary later, to further confirm condition of elements identified as requiring further assessment.

AECOM prepared a HAZMAT gap analysis report dated May 2016, which addresses the handling and removal of hazardous materials on site. This feasibility study assumes no further analysis has been undertaken.

310 ST KILDA ROAD FEASIBILITY

THE SITE

The site is 310 St Kilda Road, Southbank and is included within the Victoria Barracks site, albeit the building is located outside the Barrack Walls. The site fronts St Kilda Road to the east and Coventry Street to the south. The north elevation abuts the bluestone outer walls of the Barracks and B Block Annex; and the west elevation abuts a driveway alongside D Block.



Figure 1. Aerial view of 310 St Kilda Road
Source: Nearmap



Figure 2. St Kilda Road elevation



Figure 3. Coventry Street elevation

PREVIOUS REPORTS

The following previous reports have been referenced in the preparation of this report:

- *Victoria Barracks, Melbourne: Heritage Management Plan – Public Version*, prepared by Woodhead, dated August 2007
- *Victoria Barracks, Melbourne: Conservation Analysis and Management Plan – Review*, prepared by Allom Lovell & Associates, dated April 1999
- *Heritage Strategy for the Disposal of the Repatriation Centre, Victoria Barracks, Melbourne* prepared for the Australian Government Department of Defence prepared by Biosis, dated May 2016
- *HAZMAT Gap Analysis, Repatriation Building, Victoria Barracks, 310 St Kilda Road, Melbourne* prepared for the Department of Defence by AECOM, dated 31 May 2016
- *Former Victorian Barracks Repatriation Commission Outpatient Clinic Conditions Assessment & Recommendations Report* prepared by Lovell Chen, dated October 2019

EXISTING CONDITION

As of the last inspection in May 2022, the building appears to be in reasonably good condition externally, with the notable exception of the roof and rainwater goods, which on the basis of internal water ingress, are assumed to be in poor condition.

The deteriorated condition of the roof, rainwater goods, and stormwater system has contributed to several instances of exterior damage. Several crack formations were noted to the external brickwork, which have likely developed and been exacerbated by long-term moisture ingress and resultant corrosion of embedded metal within the brickwork. A number of embedded steel lintels over the windows have expanded through corrosion, causing the brickwork joints to open out of horizontal alignment. Additionally, there are a series of stepped diagonal cracks generally adjacent to the outer corners of the parapet. These are assumed to have occurred due to the loss of brick ties in the cavity brickwork, which would have provided vertical bracing.

The building also requires general maintenance and minor repair including but not limited to repainting of steel window frames, gates, metalwork, and other painted items.

The main eastern portico addressing St Kilda Road may have been constructed in faience blockwork, which has since been painted. The paintwork exhibits blistering and bubbling, evidence of severe salt attack typically caused by water ingress. In this case the source of the water is likely to be the failing roof above or an embedded downpipe.

Whilst the interior of the building is largely intact to its late 1990s presentation, it is in poor condition due to continuous severe water ingress through the roof. Ceilings were noted to be highly degraded or in a state of collapse during the 2019 inspection. The roof has continued to leak in the intervening three years and further sections of the ceiling at ground floor have collapsed since. There is no particular pattern to the rooms most severely affected, supporting the assumption that the entire roof is failing.

Active leaks were visible at the time of the second inspection in May 2022. These leaks have substantially rotted timber floor structures and finishes (particularly the parquet in the waiting hall), and have encouraged the widespread growth of mould, fungus, and other organic matter throughout the ceilings, walls, floors, and joinery. The impact of the long-term water ingress upon the concrete structure is currently unknown. If indeed this has been impacted by long-term saturation, it may have reached a point of carbonation.

Beyond the hazardous materials identified by the AECOM report in 2016, given the age of the building, it can be assumed that lead-based paints have been used throughout. Consideration will need to be given to the safe management and removal of these paints both internally and externally, particularly noting the building's dilapidated state.



Figure 4. Ground floor Room 9

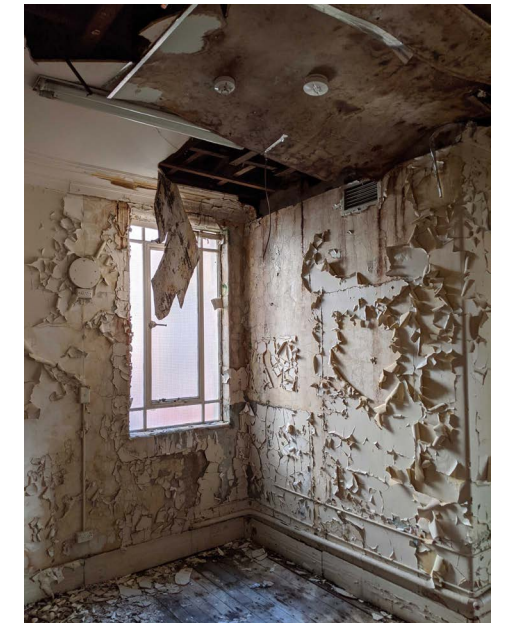


Figure 5. Ground floor Room 25



Figure 6. Ground floor Room 21

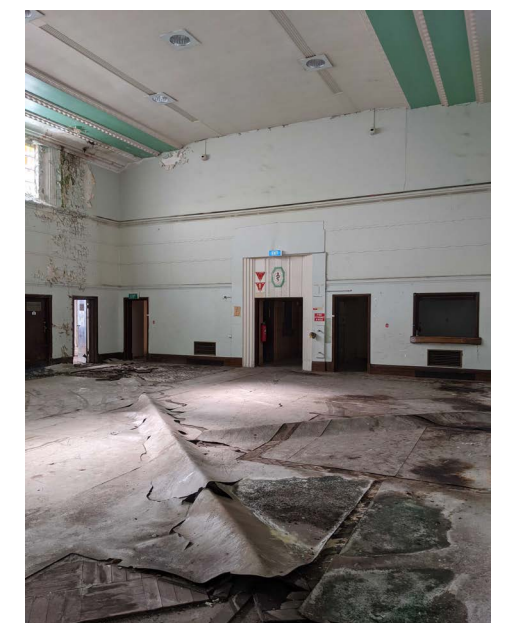


Figure 7. Ground floor Room 30



Figure 8. Ground floor Room 27

STATUTORY CONTROLS

Commonwealth Heritage List

The Former Outpatients Repatriation Clinic is included in the Commonwealth Heritage List (CHL) as part of the Victoria Barracks Precinct, St Kilda Rd (Place ID 105232).

The Official Values and relevant attributes of the Victoria Barracks Precinct, related to the Former Repatriation Outpatient Clinic are as follows:

Criterion A Processes	The whole of the Barracks
Criterion D Characteristic Values	Original and early fabric of the buildings,...buildings that demonstrate particular design styles...
Criterion E Aesthetic characteristics	...the architectural styles of the buildings...
Criterion F Technical achievement	...design quality of buildings and workmanship
Criterion G Social value	(none identified)
Criterion H Significant people	The whole complex

Melbourne Planning Scheme

As the Former Outpatients Repatriation Clinic is situated on Commonwealth land, it is not subject to heritage controls under the Melbourne Planning Scheme.

MANAGEMENT PLANS

The Former Repatriation Outpatient Clinic, as part of the Victoria Barracks complex is the subject of a Heritage Management Plan (HMP) and a Conservation Management Plan (CMP). A further heritage strategy for the disposal of the building was developed for the Department of Defence (Heritage Strategy) in 2016. The management and conservation implications arising from these documents is described below.

Heritage Strategy

The *Heritage Strategy for the Disposal of the Repatriation Centre, Victoria Barracks, Melbourne* was prepared for the Department of Defence in 2016. This report has been prepared with consideration of the CH listing and the *Environment Protection and Biodiversity Conservation Act, 1999* (EPBC Act). It builds upon the preceding CMP and HMP. The intent of this document is to guide the disposal of the

building and to provide, with a greater level of detail, opportunities for change to the building interior and exterior. It also considers the potential for the application of statutory heritage controls to protect identified heritage values in the event the building is no longer in the ownership of a Commonwealth agency and subject to the controls of the EPBC Act.

As with the preceding HMP, the Heritage Strategy identifies attributes that contribute to the heritage value of the place. The document ascribes both significance and tolerance for change for specific areas and elements that informs opportunities for adaptive reuse as related to modification of building fabric.

Heritage Management Plan

The *Victoria Barracks, Melbourne Heritage Management Plan* (HMP) Volume 1, April 2011 was prepared by the Department of Defence. This report has been prepared in accordance with the requirements of the *Environment Protection and Biodiversity Conservation Act, 1999* (EPBC Act).

The HMP identifies the Former Repatriation Outpatient Clinic, described as the Repatriation Building, as having ‘high’ Heritage Value.¹ The building is also defined as having some tolerance for change. ‘Some tolerance’ is defined as where the key attribute, (form, fabric, function, and/or location) embodies the heritage significance of the element and its contribution to the site. While noting that the key attribute should be retained and conserved, this rating defines the ability to alter the building to some degree without adversely impacting on heritage significance.²

The HMP analyses Constraints, Risks and Opportunities relevant to the planning and future use of the complex and its component parts as related to the identified heritage values of the Barracks. These in turn inform a series of Conservation Management Objectives³ which set out policies and related objectives and actions for the management of the heritage place. In addition to policies for best practice management of values, the HMP provides guidance on ‘Change and Development’, ‘Adverse Impacts’ and ‘Use and Disposal’.

Conservation Management Plan

The *Victoria Barracks Melbourne Conservation Analysis and Management Plan* (CMP) was prepared by Allom Lovell & Associates for the Department of Defence, April 1999. This document was prepared prior to the inclusion of Victoria Barracks in the CHL in 2004.

The CMP identifies the significance of the Barracks, and its component parts and outlines policies relating to the conservation of the place as a whole and the Former Repatriation Outpatient Clinic, building specifically.

As related to the Former Repatriation Outpatient Clinic, this is identified as a structure of primary significance.

1

Victoria Barracks, *Melbourne Heritage Management Plan* (HMP) Volume 1, April 2011 Department of Defence p. 59.

2

Victoria Barracks, *Melbourne Heritage Management Plan* (HMP) Volume 1, April 2011 Department of Defence p. 63.

3

Victoria Barracks, *Melbourne Heritage Management Plan* (HMP) Volume 1, April 2011 Department of Defence pp. 75-81.

The General Policies in the CMP consider the significance of the place as a whole and provide overall guidance as to the management of identified heritage values/significance and the conservation of building fabric.

Relevant policies note that the conservation of significant buildings should be the 'principal aim' and that adaptation and re-use of significant buildings should be the preferred conservation option for future use. Priority is placed on the restoration of significant exteriors and principal or public interior spaces. Adaptive reuse, where contemplated, should consider the long-term flexibility of the structure and the ability to adapt buildings for particular compatible uses. Ideally, modifications should be reversible and not detract from the formal and aesthetic qualities of the place.

HISTORY

The following history is taken from *Victoria Barracks Melbourne Conservation Analysis and Management Plan*, Allom Lovell & Associates, 1999.

The Repatriation Outpatient Clinic was designed in 1936 by George Hallandal. The building replaced a much smaller old galvanised iron building which was used as a cartridge filling shop in the late nineteenth and early twentieth century. The form of the building elicited a range of different responses. When completed, the Sydney journal, *Building*, described it as a 'welcome addition to the architecture of St Kilda Road'. The artist, Sir Arthur Streeton, however, condemned the use of the brown brick stating that it would contrast sharply with the massive bluestone Victoria barracks building, which he regarded as one of the finest buildings in Melbourne. Streeton believed that anything other than bluestone in this part of St Kilda Road would '... ruin this magnificent boulevard'. Despite these comments, construction of the clinic continued, the firm of Blease, McPherson & Co. carrying out the work, and the Repatriation Outpatients Clinic was opened on 15 November 1937.

The building was designed to convey the impression that the clinic was not part of the barracks by moving the old bluestone wall built in the 1850s back 80 feet (24.4 m) from Coventry Street to stand as a division between the clinic and the north wing of the barracks. Brown brick was chosen for the walls of the clinic to make it 'unpretentious' and to avoid visual conflict with the bluestone facade of Victoria barracks.

The medical examination rooms were located on the north and west sides of the building, to avoid the disturbing effects of traffic noises. The ground floor also included general offices, enquiry and filing rooms, a dispensary and operating theatre. Also at ground floor level, a separate entrance opened from Coventry Street onto the massage section of the clinic. The first floor accommodated rooms for the medical and other staff, and a canteen was located in the basement. The building was noted as 'one of the first buildings of this type in Victoria in which air-conditioning has been installed'.

Substantial additional wings were added in 1946-47 to the north-west and south-west corners of the clinic in a style consistent with the 1936 work. Some minor internal modifications were also made at this time when the massage section became a new dispensary.

The former clinic was converted to offices for the use of the Department of Defence in the early 1990s.

HERITAGE

The following high-level comments make reference to the conservation objectives and policies set out in the HMP and CMP.

Constraints related to HMP/CMP policies and objectives, management of heritage values and retention of original/significant fabric

- As related to the guidance set out in the HMP and the preceding CMP, the principal objective relates to the management and retention of significant heritage fabric, which reflect the high/primary significant value attributed to the Former Repatriation Outpatient Clinic.
- Fabric of a higher values primarily relates to the building exterior and interior spaces retaining a high level of decorative detail to the original design.
- The overall form of the building exterior is valued, particularly external walls and roof form visible in principal views.
- There is some tolerance for change to the building.
- In preference, future uses should be compatible to the identified heritage values.
- Adaptive reuse should, in preference, require limited change to significant fabric and be responsive to identified heritage values.

Opportunities for additional footprint

- As related to the significance of the building, there is limited opportunity for additional footprint to be introduced to the building. There remains a sensitivity to change which would substantially alter the external form and presentation of the building as seen in principal views.
- A modest increase in height where this is less visible from the public realm and where this would be responsive to the heritage values of proximate significant buildings may be possible.
- There may be some opportunity to increase the footprint in the north-west of the building, noting that the western end of the building is a later addition. The heritage values of C block to the immediate north-west of the Former Repatriation Outpatient Clinic, should inform any development proposal.

Opportunities for interventions

- Internally, the building retains some spaces of a higher order of decorative detail and treatment and spaces that are important to the interpretation of the historical values and function of the place.
- The Waiting Room on the ground floor and terrazzo stairs are of note as related to their retained detailing. Other spaces retain Art-deco plaster treatments that are of interest.

- Interventions to the interior spaces should preferably retain significant fabric, be modest in scale and reversible.
- Interventions within the building should preferably be located in spaces of a lower order of detail and significance.
- Where possible, it is preferred to retain the legibility of the original plan form.
- Interventions related to the introduction of compliant equitable access and those required to achieve building compliance should be sensitively located to not adversely affect identified heritage values and attributes, both externally and internally.

BUILDING CODE COMPLIANCE

Any adaptive reuse of the existing building which changes the building classification with respect to the Building Code of Australia (BCA) or results in substantive change to more than 50% of the building volume will trigger the need for full compliance with the current BCA. Given the dilapidated state of the building and the age of existing services this may also be triggered by the simple need to replace existing fabric (e.g. roof and rain water system) or services completely.

When considering the adaptation of a heritage building there are critical aspects of the BCA that need to be carefully considered as they have an impact on retention of original fabric.

Structure

While this report does not assess or make recommendations in relation to the existing building structure it is important to note that the existing floor loading capacity, and seismic upgrades can impact the scope and nature of the works required. Works to improve the structural performance of the original structure typically involve significant intervention to incorporate strengthening actions or replacement of fabric. This is particularly relevant where the classification and use of a space varies from the original use e.g. creating a public gallery.

Fire resistance

Proposals for adaptation that incorporate multiple tenancies or subdivision of the existing building typically require improved fire compartmentation and separation to meet current codes. In an existing masonry and timber building this is easier to achieve where the subdivision is relatively aligned with the existing structure as this optimises reliance on the existing fabric to contribute to the compartmentation as opposed to having to create a completely new line of fire separation. Consideration at a concept level has been given to this imperative in the options that consider more than one tenancy.

Access and egress

The existing building lacks complaint DDA access at the points of entry which incorporate stairs and to move vertically within the building. The concept designs have addressed the essential modifications to achieve this minimum requirement including consideration of lifts and access at the three points of external access. Existing staircases, door hardware, and toilet amenity provisions would also require upgrade works to achieve compliance with AS 1428: 2009.

Services and equipment

A report prepared in 2019 by Services Engineers Simpson Kotzman outlined the extent of services upgrades that would be required to bring the building to a base level of compliance. As no works have been undertaken to the building in the intervening period it is assumed the same scope remains valid and provides a benchmark for the minimum scope of upgrades without consideration of a specific use. The recommendations included:

- Upgrade existing fire hydrants surrounding the building to comply with AS 2419.1.
- Install internal fire hydrants to each floor to achieve required coverage.
- Provide fire booster assembly along the St Kilda Road.
- Install new power connection to City Power requirements and Install new incoming main.
- Replace main meter panel, Main Switchboard and main Distribution board.
- Provide all new electrical wiring throughout the building including new GPOs, new switchboards with RCD breakers and the like to AS/NZS 3000: 2018 and AS/NZS 3439.1: 2002.
- Provide power to mechanical plant.
- Install new security system.
- Install new incoming telecommunication connections.
- Provide all new emergency lighting to AS/NZS 2293: 2018.
- Provide base building interior lighting to AS/NZS 1680: 2012.
- Provide all new exit signage to comply with BCA Part E4.
- Replace all illuminated exit signs with 'running man' type to comply with AS 2293.
- Install portable fire extinguishers though out in accordance with BCA E1.6 & AS 2444.
- New artificial lighting and power must comply with BCA Part J6 (energy efficiency requirement).
- Replace all overhead/skylight glazing with compliant.
- Upgrade mechanical plant, ducting and the like to provide fresh air intake, heating and cooling to AS 1668.2: 2002.
- Provide roof access systems for services maintenance to AS 1891: 2009 and AS/NZS 5532: 2013.

Health and Amenity

All new sanitary amenities will be required for whichever adaptive reuse proposition is pursued, including retaining the existing use. This is due to dilapidated fabric and the need to consider contemporary sanitary fittings and fixtures including the incorporation of DDA compliant facilities.

Energy efficiency

The BCA requires a minimum level of compliance for the building as related to the energy efficiency of the whole. This requires consideration of the building fabric, heating and cooling systems, lighting and power and water supply. At a concept level many of the items are not developed in detail, however given the age and nature of existing building fabric it should be noted that there will be a need in any adaptive reuse to consider works to the roof (insulation, sealing), windows (thermal performance) and façade (thermal performance and sealing) to meet these requirements.

COMPATIBLE USES

In considering compatible alternative uses for the building an assessment has been made of the spatial fitness of the site and building.

The building was designed for a specific purpose and the original brief for the Repatriation Outpatient Clinic resulted in a diverse range of spaces to support this use including offices, canteen, operating theatre, consulting rooms and amenities. The diversity in scale, proportion and connectivity of the spaces through vertical and horizontal circulation paths, which can be accessed from three separate points of entry, provides an inherent flexibility for internal adaptation notwithstanding the constraints of the heritage policies and controls as outlined above.

The building has already been extended to the south-west and north-west corners which has optimised the site coverage. There is limited curtilage available for extension at ground level due to the orientation of the building in relation to the angle of Coventry Street leaving only small landscape pockets, a service yard to the north and vehicular ROW access to the west.

As noted in the heritage constraints review there is limited opportunity for vertical extension to the building. The available area is constrained to the north-west corner of the building where an additional level would be relatively recessive and constructed in part of a later addition.

Although well fenestrated the building is inwardly focused and not suitable for retail that requires large areas of window display to the street. An internalised customer focused retail use would be appropriate. A residential use could be considered but the lack of outdoor spaces makes it difficult to subdivide for residential use and the extent of alteration and adaptation in the larger spaces would be substantial and intrusive.

A range of uses related to DoD operations associated with Victoria Barracks or private commercial development were considered and would be compatible subject to the extent of intervention including:

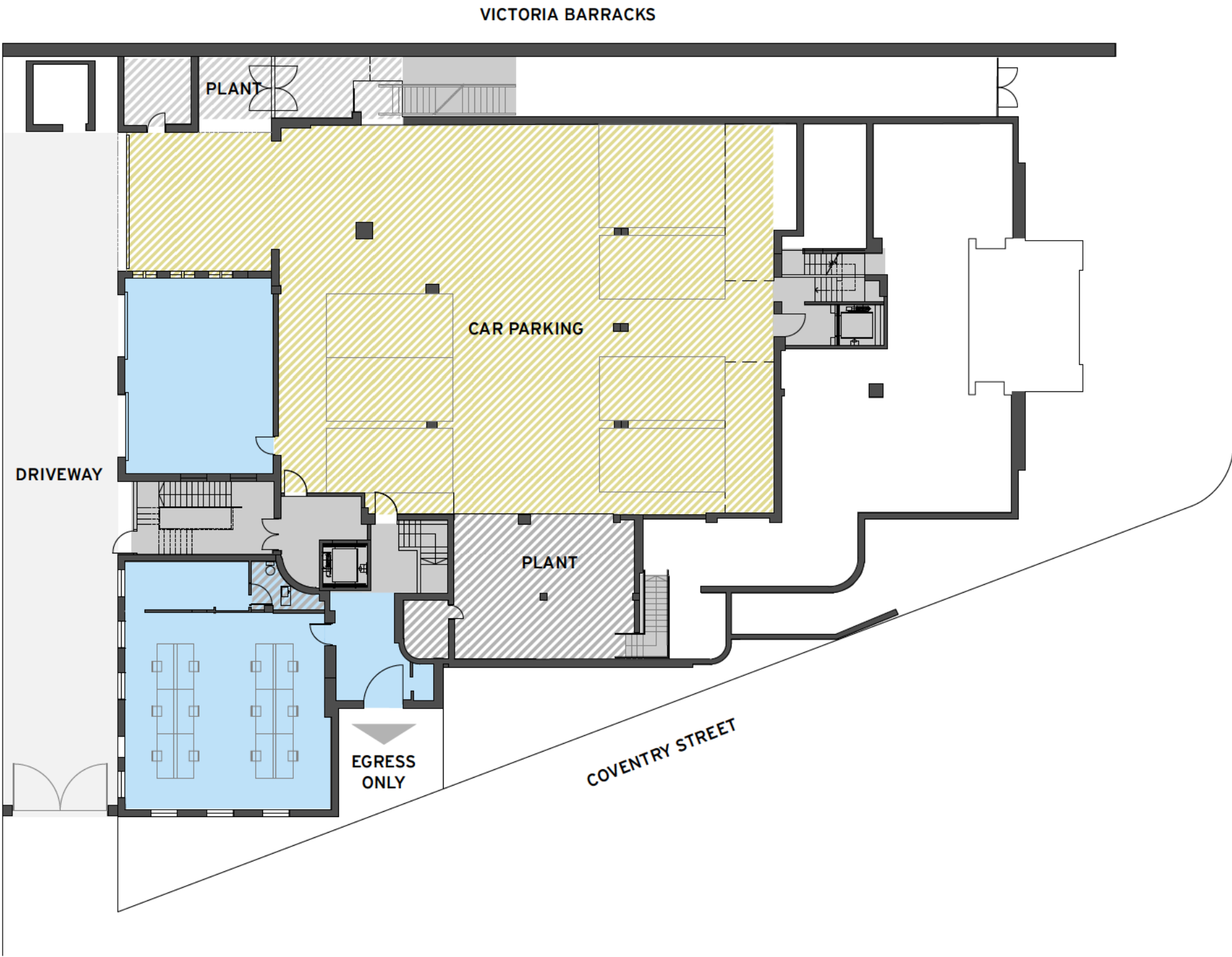
- Medical Suites
- Allied Health consulting rooms
- Offices (with or without public interface, commercial or co-working)
- Childcare Centre
- Event/Conference Centre
- Gallery/Exhibition

OPTIONS

- In developing options for potential adaptive reuse, the critical design principles were:
- how to maximise the available footprint; and
 - how to maximise the flexibility for uses that might range from a single occupant to multiple tenants.

Three options were developed with these principles in mind and comprise:

OPTION 1 Office	OPTION 2 Conference Centre + Defence Community	OPTION 3 Childcare Centre + Conference Centre + Offices
<p>Basement</p> <ul style="list-style-type: none">• Carparking including DDA• End of trip facility• Plant• Offices• Secondary entry from Coventry Street <p>Ground Floor</p> <ul style="list-style-type: none">• Primary entry from St Kilda Road with DDA platform lift• Offices, meetings rooms, amenities <p>First Floor</p> <p>Offices, meetings rooms, amenities</p>	<p>Basement</p> <ul style="list-style-type: none">• DDA carparking• End of trip facility• stair and lift access to each tenancy• entry to Conference Centre from Coventry Street• Gallery/Museum loading and collection storage and management• Plant <p>Ground Floor</p> <ul style="list-style-type: none">• Gallery/Museum entry from St Kilda Road with platform lift for DDA compliant access• Gallery/Museum exhibition• Conference centre with Board Room, 56 – 196 pax venue, 84 pax and 44 pax venues and admin offices or breakout rooms, reheat kitchen <p>First Floor</p> <ul style="list-style-type: none">• Gallery Museum exhibition and administration• No roof extension	<p>Basement</p> <ul style="list-style-type: none">• DDA carparking• Entry to Childcare centre from Coventry Street• Plant <p>Ground Floor</p> <ul style="list-style-type: none">• Entry to Offices from St Kilda Road with DDA platform lift for DDA compliant access• Offices• Entry to Conference Centre from Coventry Street with platform lift for DDA compliant access• Conference centre with 56 – 196 pax venue, and 44 pax venues, reheat kitchen and amenities• Childcare rooms and amenities <p>First Floor</p> <ul style="list-style-type: none">• Offices• Roof top play area as extension to rear North-west roof area

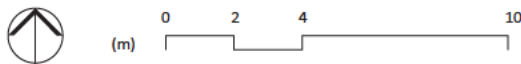


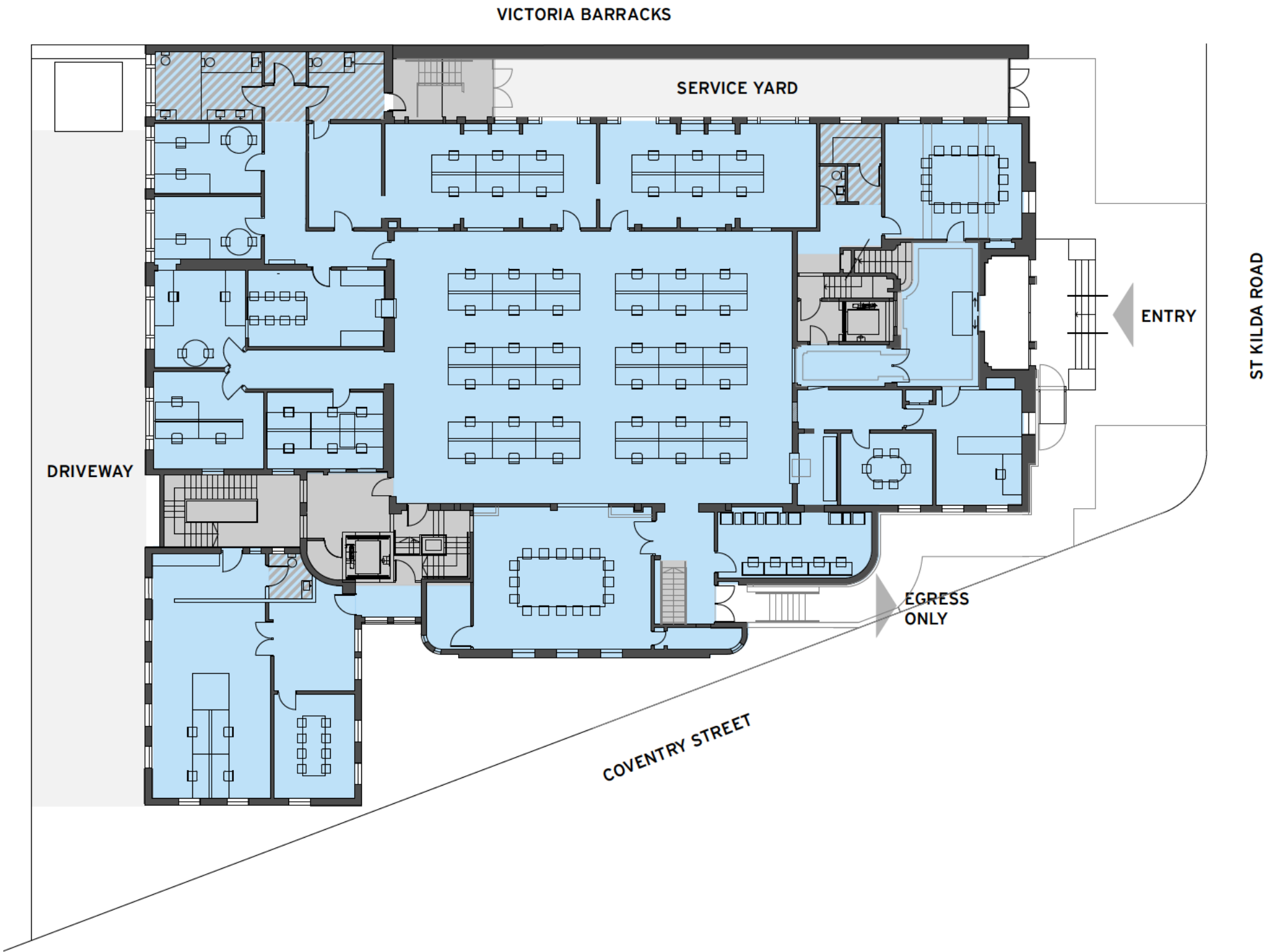
TABLE

Offices	171 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	27 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	5 m ²
Carpark	384 m ²
Services	70 m ²
Driveway	155 m ²

KEY

	OFFICES
	VERTICAL CIRCULATION
	SERVICES
	COMMON AREA






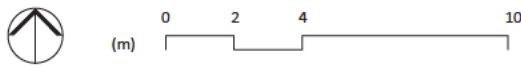


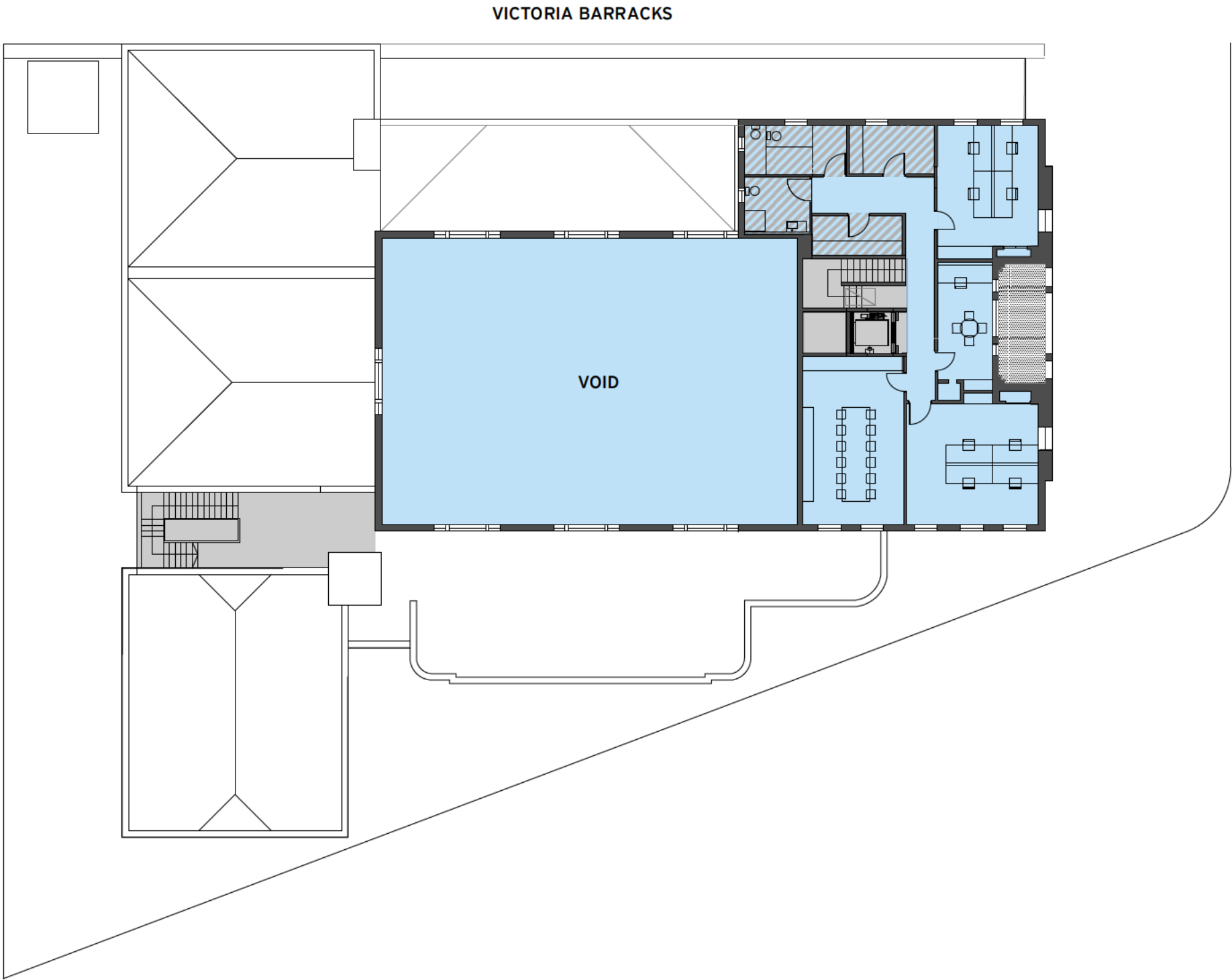
TABLE

Offices	821 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	29 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	4 m ²
Services yard	74 m ²

KEY

	OFFICES
	VERTICAL CIRCULATION
	AMENITIES



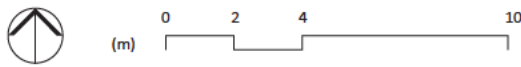


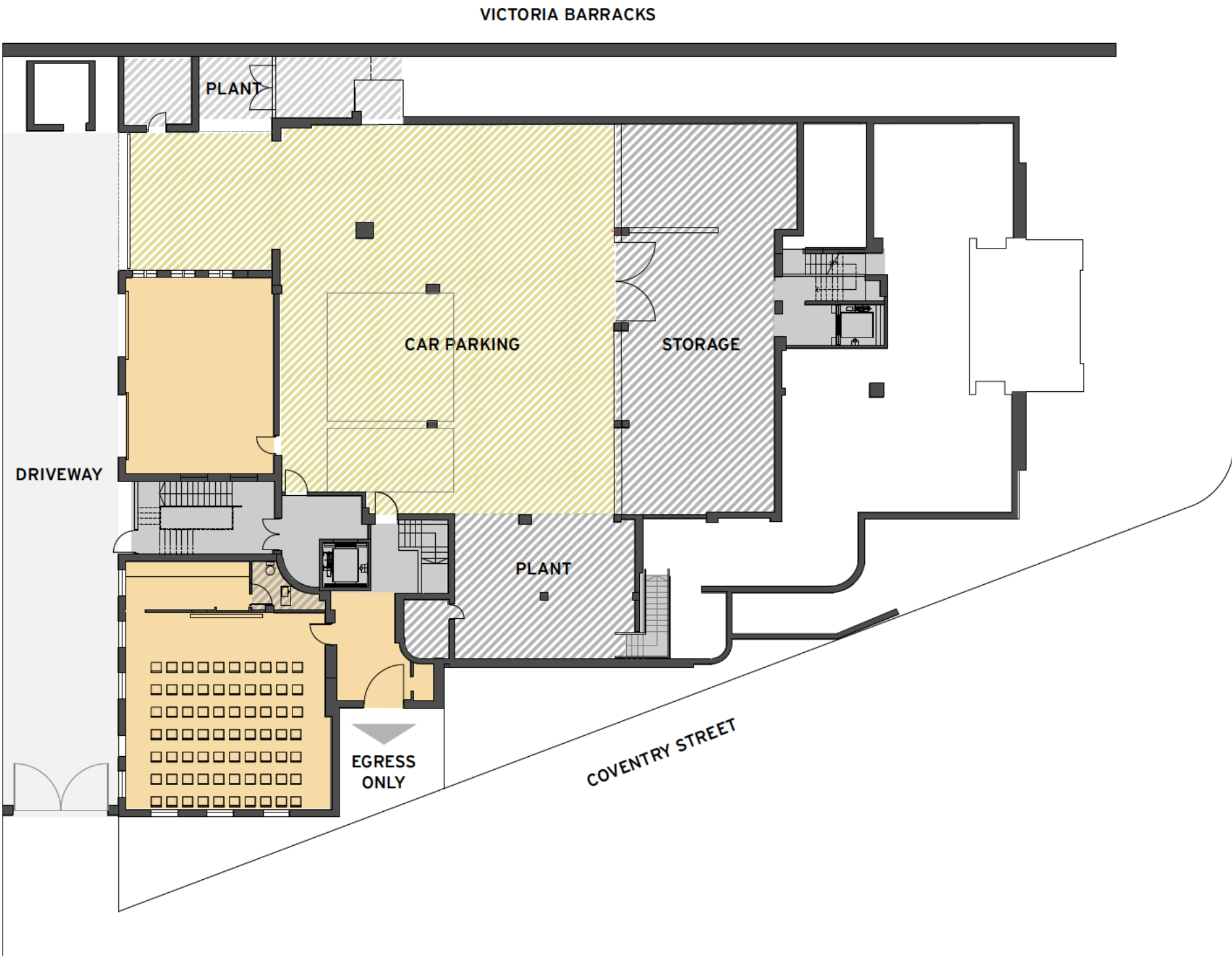
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Offices	145 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 3	32 m ²
Total Offices	1137 m ²

KEY

- OFFICES
- VERTICAL CIRCULATION
- AMENITIES



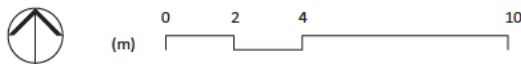


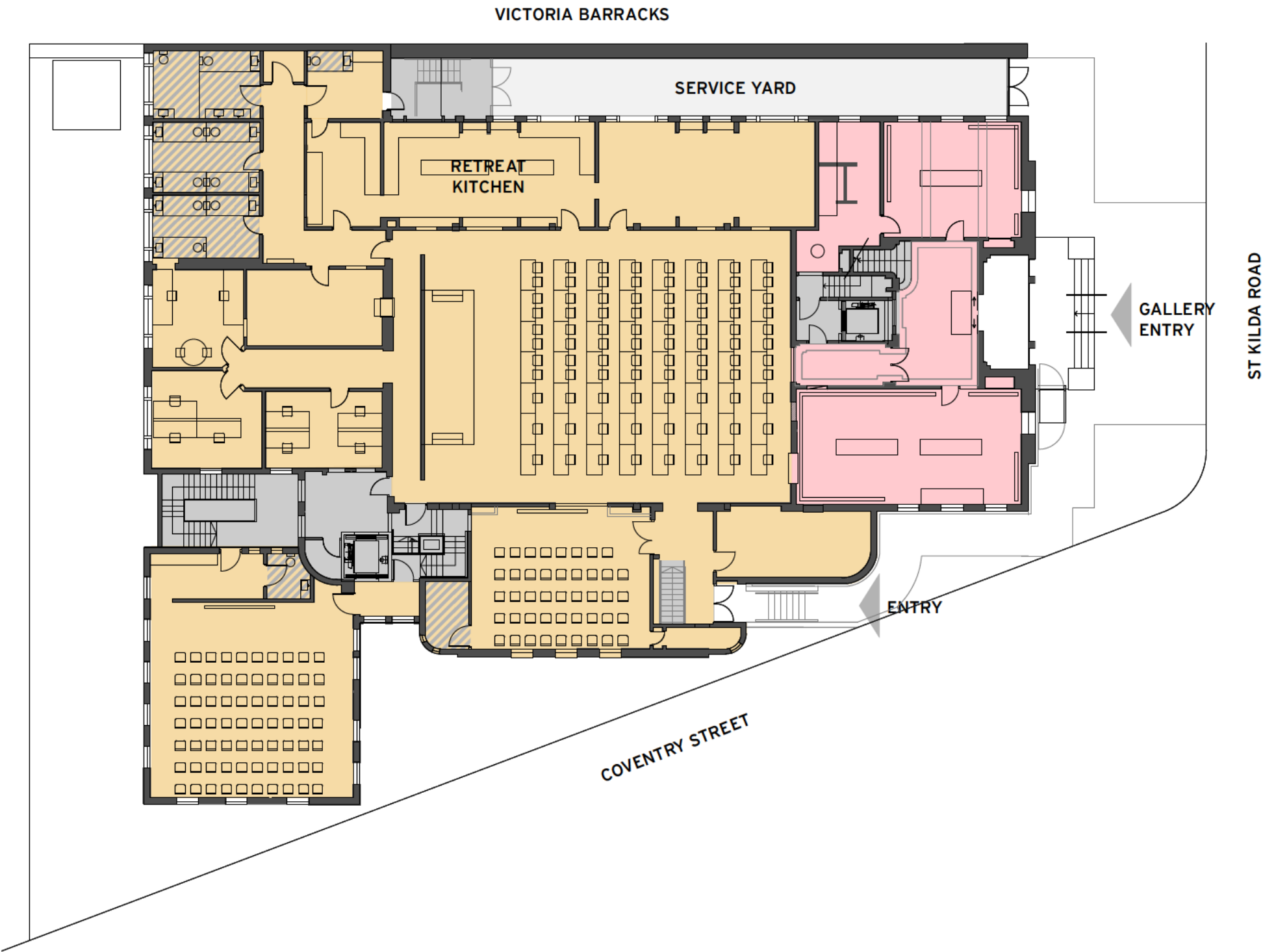
TABLE

Conference Centre	171 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	27 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	5 m ²
Carpark	265 m ²
Services	119 m ²
Driveway	155 m ²

KEY

- CONFERENCE CENTRE
- VERTICAL CIRCULATION
- SERVICES
- COMMON AREA



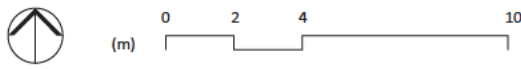


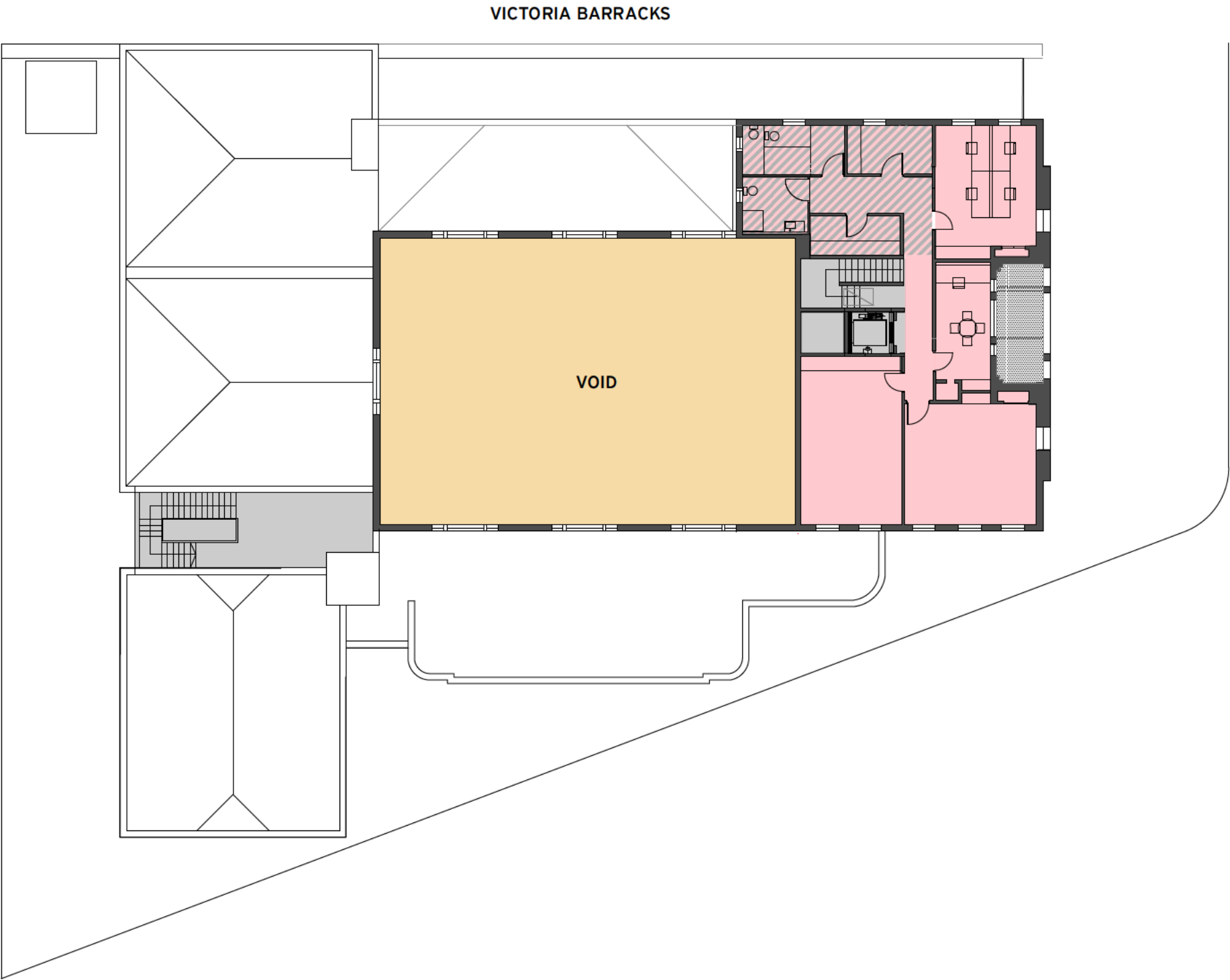
TABLE

Conference Centre	689 m ²
Defence Community	132 m ²
Subtotal	821 m²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	29 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	4 m ²
Services yard	74 m ²

KEY

- CONFERENCE CENTRE
- DEFENCE COMMUNITY
- VERTICAL CIRCULATION
- AMENITIES



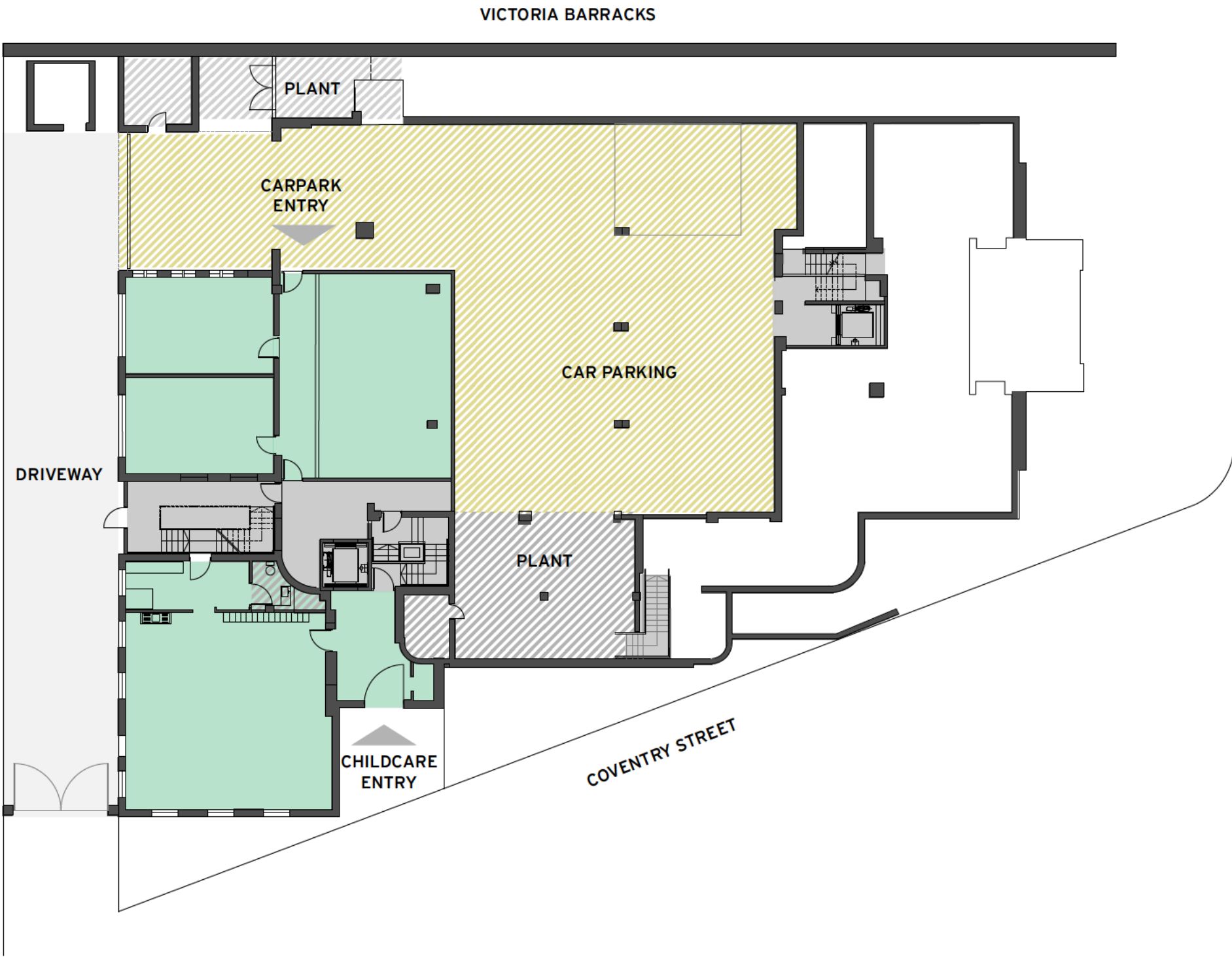


TABLE

Defence Community	145 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 3	32 m ²
Total Conference Centre	860 m ²
Total Defence Community	277 m ²

KEY

CONFERENCE CENTRE	DEFENCE COMMUNITY
VERTICAL CIRCULATION	AMENITIES

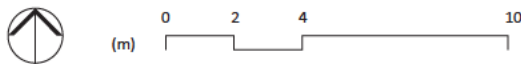


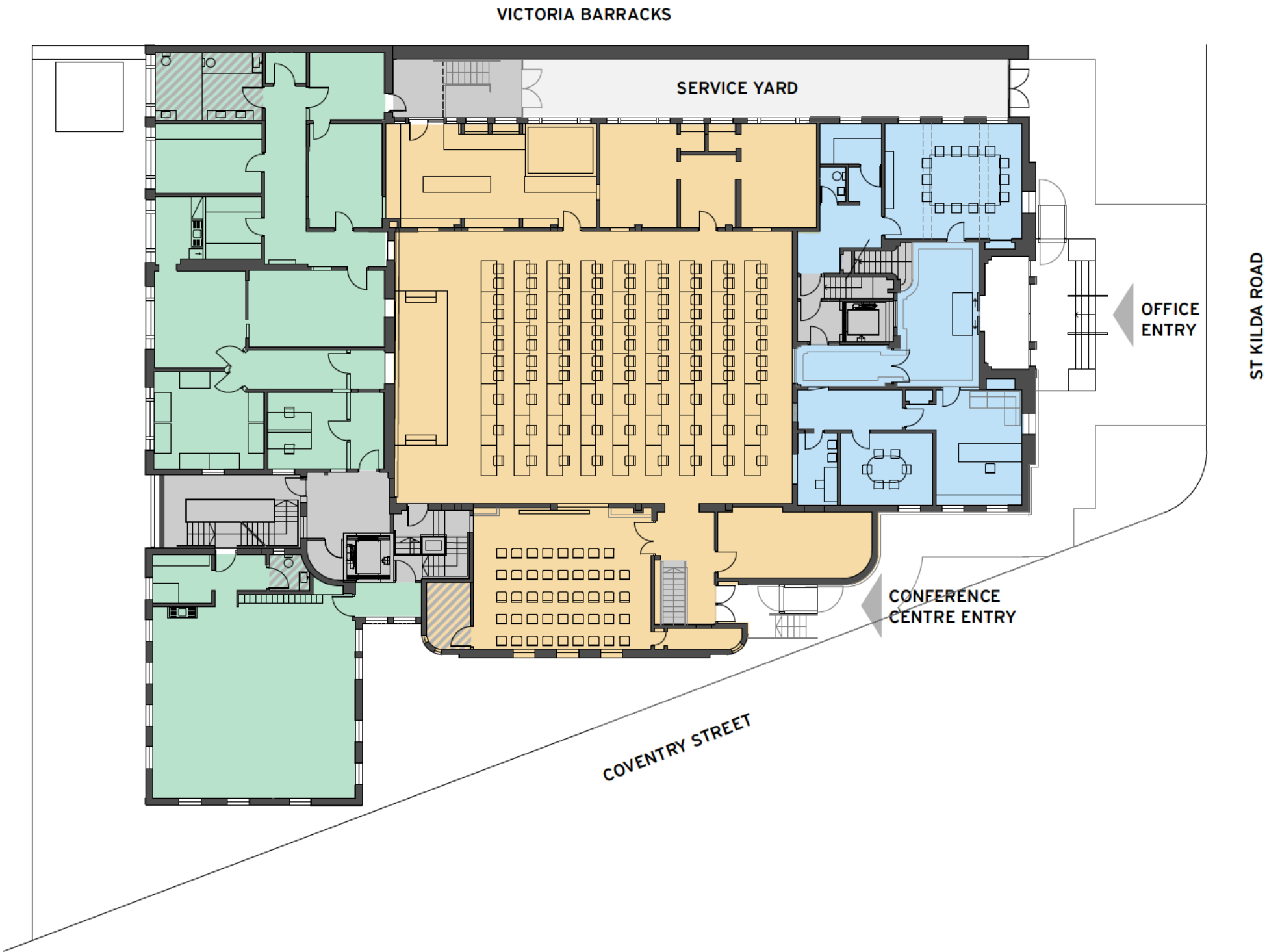
TABLE

Childcare	249 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	27 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	5 m ²
Carpark	306 m ²
Services	70 m ²
Driveway	155 m ²

KEY

	CHILDCARE
	VERTICAL CIRCULATION
	SERVICES
	COMMON AREA



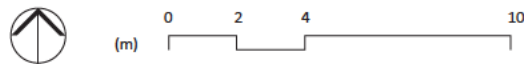


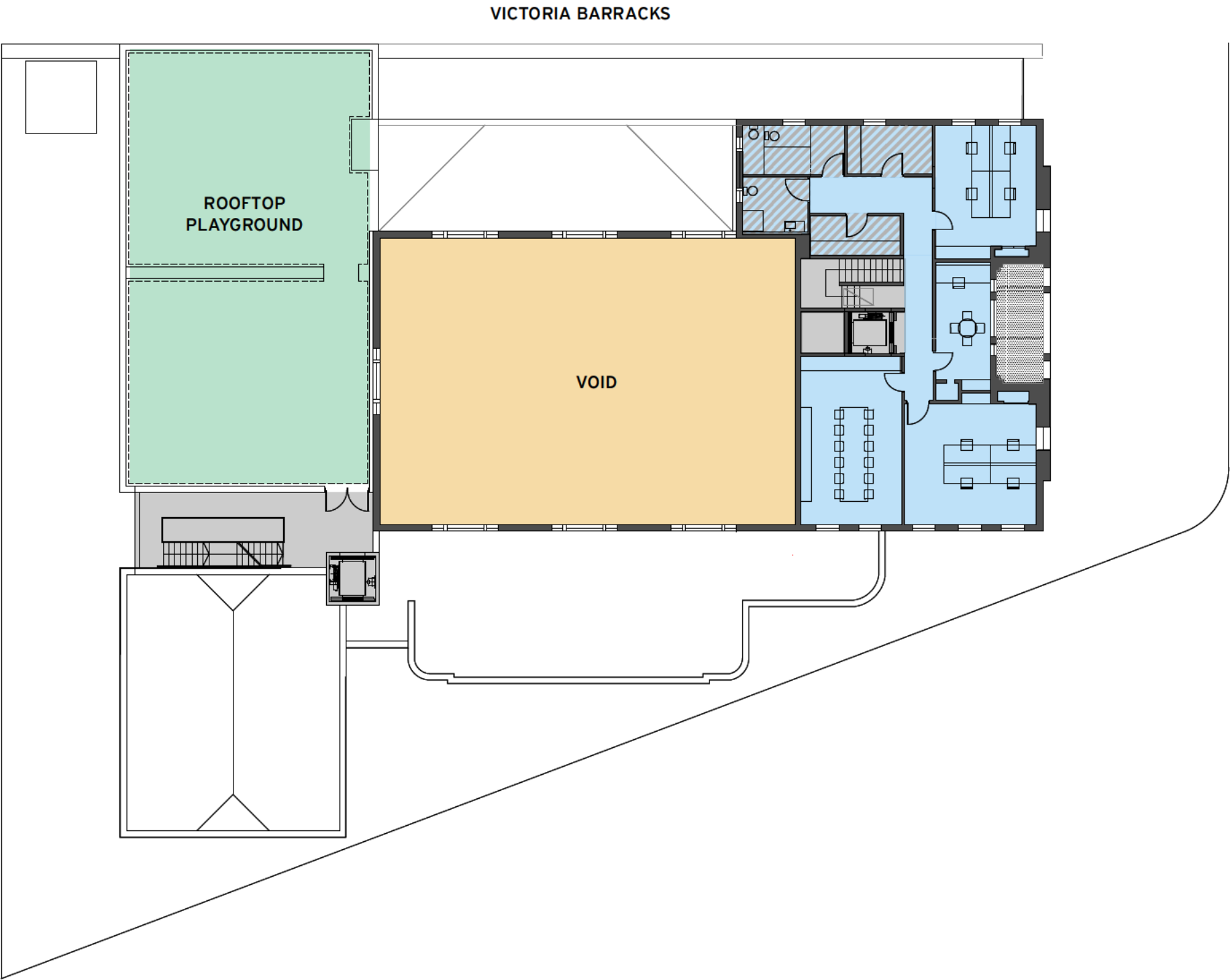
TABLE

Childcare	287 m ²
Conference Centre	402 m ²
Offices	132 m ²
Subtotal	821 m²
Vertical Circulation 1	19 m ²
Vertical Circulation 2	29 m ²
Vertical Circulation 3	20 m ²
Vertical Circulation 4	4 m ²
Services yard	74 m ²

KEY

CONFERENCE CENTRE
CHILDCARE
OFFICES
VERTICAL CIRCULATION
AMENITIES



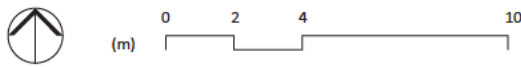


TABLE

Offices	145 m ²
Vertical Circulation 1	19 m ²
Vertical Circulation 3	37 m ²
Roof playground	186 m ²
Total Offices	277 m²
Total Conference Centre	402 m²
Total Childcare	536 m²

KEY

	CONFERENCE CENTRE
	CHILDCARE
	OFFICES
	VERTICAL CIRCULATION
	AMENITIES



WT Partnership have prepared cost estimates for the refurbishment and re-purposing described in the three options. The cost plans assume facilities will be fitted out as a warm shell only and the following inclusions based on current market conditions:

- Preliminaries and Margin (20%)
- Design and construction contingencies (25%)
- Professional fees (12%)
- Authority fees, charges (0.15%)

We note the following exclusions:

- Costs for structural works that may be required to the basement or structure to meet BCA compliance are excluded
- Out of hours works
- Works to existing base building core area
- Contamination, removal of hazardous materials and/or site remediation
- Landlord fitout incentive contributions
- IT & Data hardware and software
- PABX and telephone handsets
- Kitchen equipment and whitegoods
- Artwork and sculptures
- Upgrade of existing services beyond allowance in estimate
- Staging works
- Financing costs
- Land, legal and holding costs
- Marketing / leasing (advertising and promotional)
- Escalation beyond June 2022
- GST

OPTION	USE	TOTAL COST OF WORKS (EXCL. GST)
1	Commercial Office	s47G
2	Conference Facility	s47G
3	Child Care and Conference Facility	s47G

Analysis

Option 1 which involves adaptation for a single use (commercial offices) is the least costly option. This is due to the proposed use requiring the least amount of alteration and adaptation of the existing building with the design achieving a best fit within the existing plan form.

This indicates a significant proportion of the costs in all three options are associated with base build conservation and refurbishment, compliance and services upgrades which are an essential part of any works to the building. This reflects the relatively poor state the building has reached through lack of continuous occupation and maintenance.

It is noted Options 2 and 3 which involve a greater scope of adaptation are very similarly priced. Option 3 involves the addition of a roof top playground which has not added a significant cost over and above Option 2.

The design and construction contingencies represent 25% of the cost estimate which is not unreasonable at this high-level feasibility stage.

The cost plans are appended in Appendix A.

In determining highest and best use it is our view that the option which achieves:

- greatest flexibility;
- maximises the available footprint;
- de-risks potential future use of the building, by anticipating competing and multiple users; and
- an acceptable heritage outcome

is the best and most viable use.

All three options address the necessary accessibility and other compliance upgrades that would be essential to contemporary occupation of the building.

All three options achieve an acceptable heritage outcome.

On the basis of the principles stated above we recommend Option 3.



APPENDIX A

COST PLAN



ESTIMATE SUMMARY

199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022



Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Section	Unit	Quantity	Rate	Cost (\$)
s47G				

Section	Unit	Quantity	Rate	Cost (\$)
s47G				

ESTIMATE DETAIL

199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022



Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
------	---------	------	-----	------	---------

1 Cost Plan Criteria

s47G					
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Item	Section	Unit	Qty	Rate	Cost \$
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1 Cost Plan Criteria

(Continued)

s47G					
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**199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

ESTIMATE DETAIL

199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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s47G

Item	Section	Unit	Qty	Rate	Cost \$
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**199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 1 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
s47G					

**199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Section	Unit	Quantity	Rate	Cost (\$)
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s47G

ESTIMATE DETAIL

199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

ESTIMATE DETAIL



199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G



**199542 - 310 St. Kilda Rd Feasibility
Option 2 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Section	Unit	Quantity	Rate	Cost (\$)
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
------	---------	------	-----	------	---------

Item	Section	Unit	Qty	Rate	Cost \$
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s47G

**199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G

ESTIMATE DETAIL

199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022



Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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Item	Section	Unit	Qty	Rate	Cost \$
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s47G											

ESTIMATE DETAIL

199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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s47G

Item	Section	Unit	Qty	Rate	Cost \$
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**199542 - 310 St. Kilda Rd Feasibility
Option 3 - 9.6.2022**

Job No: 199542
Cost Base Date: June 2022
GFA (m2): 0.00

Date Printed: 9/06/2022

Item	Section	Unit	Qty	Rate	Cost \$
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s47G



Australian Government
Department of Defence

s47E(d)
Director Estate Planning – South East & ACT
Brindabella Business Park s47E(d)
PO Box 7925
Department of Defence
CANBERRA BC ACT 2610
☎: s47E(d)
✉: s47E(d)@defence.gov.au

DEP-ID/OUT/2021/ **BS24817811**

Lovell Chen

tenders@lovellchen.com.au

**CONSULTANCY SERVICES – OPTIONS FOR ADAPTIVE RE-USE – 310 ST KILDA ROAD,
MELBOURNE, VICTORIA**

1. You are invited to lodge a Tender for the performance of the services (**Services**) referred to in the contract particulars set out at ANNEX A (**Contract Particulars**) on the terms and other requirements contained in this letter.
2. A description of the project to which the Services relate (**Project**), and the location of the Project (**Site**), is set out in the Contract Particulars.
3. Before inviting Tenders for the performance of the Services, the Contract Administrator has filled in the information in this letter marked in [**SQUARE BRACKETS, BOLD AND ITALICS**]. The Contract Administrator will act as the Commonwealth's agent for the purpose of this Tender and any subsequent contract entered into by the Commonwealth with you. Accordingly, the Contract Administrator may, on the Commonwealth's behalf, undertake any act which may be undertaken by the Commonwealth in connection with this agreement.
4. In lodging your Tender you should fill in the boxes, blank spaces and items marked in – [**SQUARE BRACKETS AND BOLD**] including the Contract Particulars in Annex A, and the further information requested in Annex C. You should also sign the Consultant's execution clause at page 9, and your signature should be witnessed. Subject to clause **Error! Reference source not found.**, when you place this document in the Tender box, this will be your offer for the performance of the Services, which the Contract Administrator may accept for and on behalf of the Commonwealth by signing in the space on page 9 and returning one (1) copy of this document to you at your address.
5. Your attention is drawn to the Black Economy Procurement Connected Policy which imposes obligations on the Commonwealth to obtain from tenderers satisfactory and valid STRs. The Black Economy Procurement Connected Policy [**DOES NOT APPLY**]. If it applies, you must complete and lodge Annex D with your Tender. This is a minimum form and content requirement for your Tender. If you do not satisfy this minimum form and content requirement, your Tender will be non-conforming and will not be evaluated (or continue to be evaluated) unless the Commonwealth considers in its absolute discretion that the failure to satisfy the minimum form and content requirement was due to an unintentional error by you and the Commonwealth (in its absolute discretion) seeks, reviews and accepts any correction to the unintentional error.
6. The Defence Industry Security Program (**DISP**) [**DOES NOT APPLY**]. If it applies, in lodging your Tender, you confirm that if you are the successful Tenderer you will, at your own cost, be in a position to comply with obligations under this agreement in relation to DISP and will be "Defence-ready" for the purposes of the DISP.

7. You may provide an alternative proposal for the performance of the Services, but you must also lodge a Tender which conforms with clause 1, any alternative proposal must be set out in Annex D Tender Schedule, Alternative Proposals.
8. The Commonwealth is not bound to accept any or the lowest Tender. Tenders are evaluated on the criteria of value for money. In considering your Tender, the Commonwealth will apply the following evaluation criteria:
 - 8.1 The extent to which the applicant has demonstrated it comprehends the services and deliverables required, the suggested methodology and program to achieve completion (50%); and
 - 8.2 The extent that the applicant has demonstrated that it has the availability, ability and experience to perform the services and achieve completion (50%)
9. Your proposal must be lodged via email to s47E(d) not later than 12.00 noon on **Friday 12 November 2021**.
10. Without limiting clause 8, the Commonwealth may (in its absolute discretion) decide not to evaluate (or continue to evaluate) a Tender if the Tender has been prepared in breach of or otherwise inconsistently with any legislation including Acts, ordinances, regulations, by-laws and other subordinate legislation or a Commonwealth policy regarding the offering of unlawful inducements in connection with the preparation of a Tender or during a tender process.
11. If you are the successful tenderer, and the Contract Administrator accepts your Tender as contemplated by clause 4, the remaining clauses of this letter will apply to, and will comprise your contract with the Commonwealth for, the performance of the Services.
12. If you wish to make a general complaint in relation to this tender process, you should submit the complaint in writing to cfi.programassurance@defence.gov.au. If you have reason to believe that the complaint satisfies the requirements of the Judicial Review Act, you may submit the complaint under the process set out in clauses 13 to 16.
13. The *Government Procurement (Judicial Review) Act* 2018 (Cth) (**Judicial Review Act**) establishes a statutory framework for suppliers to make complaints about non-compliance with specific provisions of the Commonwealth Procurement Rules in respect of Covered Procurements (as defined in the Judicial Review Act). If you have reason to believe that the Commonwealth or an official of the Commonwealth has engaged, is engaging or is proposing to engage in any conduct in contravention of the Relevant Commonwealth Procurement Rules (as defined in the Judicial Review Act) in relation to this tender process; and (b) your interests are affected by the conduct, you may submit a complaint about the conduct in writing to procurement.complaints@defence.gov.au.
14. Where requested by the Commonwealth, you must do all things necessary to cooperate with the Commonwealth (including providing information or answering questions) in the investigation and attempted resolution of any complaint under clause 13.
15. A public interest certificate under the Judicial Review Act in relation to the tender process ***[IS NOT]*** in force. If a public interest certificate is not in force, a public interest certificate may otherwise be issued by the Commonwealth at any time during the tender process (including after any complaint has been made under clause 13), in which case the Contract Administrator will notify you of the issue of the public interest certificate by notice by email or post.
16. Without limiting the operation of the Judicial Review Act, if you make a complaint under clause 13 and at the time of the complaint, no public interest certificate is in force in relation to this tender process, the Commonwealth may suspend this tender process in accordance with section 20 of the Judicial Review Act by notice by email or post.
17. Your role in connection with the Project will be to provide all such professional Services within your area of expertise as may from time to time be required by the Commonwealth, and so as to fulfil the requirements of the brief appended at Annex B (**Brief**).
18. You must comply with the Brief in performing the Services, and with all instructions given to you from time to time by the Contract Administrator in relation to the Project. You must ensure that the

Services are completed in a timely manner, and in any event by any completion date stated in the Contract Particulars.

19. For the purposes of this agreement, WHS Legislation means any of the following:

- (a) the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- (b) any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

You must as part of the Services comply with all the duties and obligations imposed on you by all applicable legislation, including all regulations and other delegated statutory requirements, with all applicable Commonwealth policies, with the requirements of any state, local or other authorities with jurisdiction over the Services, with all applicable Australian Standards, and with any other codes, practices or other requirements which are, or which otherwise may become, applicable to the Services (including notifying the Contract Administrator immediately of any notifiable incident- as defined in the WHS Legislation. As you are aware, the Commonwealth takes its responsibilities in relation to work health and safety and environmental issues extremely seriously, and the highest priority must at all times be given to these. Without limiting the foregoing, you must keep the Contract Administrator fully informed of any work health and safety matters arising out of or in connection with the Services, and comply with any instructions from the Contract Administrator in connection with such matters, including without limitation through the provision of any information or copies of documentation requested. In addition, you must ensure that in carrying out the Services you:

- (c) comply with all laws and other requirements of the agreement in respect of work health and safety, including the applicable WHS Legislation;
- (d) comply with the duty contained in the Commonwealth WHS Legislation where the applicable WHS Legislation does not prescribe a duty referred to in this agreement as one you must comply with;
- (e) comply with the duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
- (f) comply with the duty under the WHS Legislation to notify the relevant regulator immediately upon becoming aware that a notifiable incident (within the meaning of the WHS Legislation) has occurred arising out of its business or undertaking; and
- (g) comply with the duty under the WHS Legislation to, where a notifiable incident has occurred, to ensure, so far as is reasonably practicable, that the site where the notifiable incident has occurred is not disturbed until an inspector arrives at the site or any earlier time that an inspector directs, unless it is to:
 - (i) assist an injured person or remove a deceased person;
 - (ii) make the area safe or to minimise the risk of a further notifiable incident; or
 - (iii) the relevant regulator / inspector has given permission to disturb the site.
- (h) immediately notify the Contract Administrator giving full particulars, so far as they are known to you, if you become aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an authorisation relating to work health and safety.

20. Without limiting any of your other obligations, you must ensure that the Services are fit for their intended purpose, and must exercise in the performance of the Services the degree of skill, care and diligence which would be expected of an expert provider of the Services.

21. You agree that you will at all times allocate adequate competent resources to enable you to comply with your obligations under this agreement, and ensure that any key persons named in the Contract

Particulars continue at all times to be closely involved in the day to day performance of the Services (unless they no longer remain employed by or associated with you, in which case you must promptly replace such persons with similarly qualified and experienced persons previously approved by the Contract Administrator in writing). The Commonwealth may by notice in writing instruct you to remove any person from the performance of the Services who in the reasonable opinion of the Commonwealth is guilty of misconduct or is incompetent or negligent.

22. You must effect and maintain policies for professional indemnity and public liability insurance in respect of your performance of the Services in full force and effect for so long as you retain liability under this agreement, with limits of indemnity not less than the amounts stated in Contract Particulars. You must effect and maintain a policy to insure against liability for death or injury to persons employed by you as required under any workers compensation legislation, and to the full extent of common law liability. The insurance policy must extend to provide indemnity to the Commonwealth in respect of any statutory liability to your employees. You must produce upon request from time to time documentary evidence to show that all insurance policies under this agreement are being properly maintained, and obtain the Commonwealth's prior written consent to any alteration to the terms of such policies. You must indemnify the Commonwealth against any losses, claims, proceedings, compensation and costs payable, suffered or incurred by the Commonwealth in respect of any breach of this agreement, or otherwise due to the death of or injury to any person, loss or damage to any property or the environment which arises from or in connection with or by reason of the carrying out of the Services.
23. For the proper performance of your obligations under this agreement, you will be paid the fee(s) stated in Contract Particulars in accordance with the milestone payment schedule (or on such other basis) set out in the Contract Particulars. The milestone payment schedule sets out the milestones which must be achieved by you for each instalment of the fee to become payable (failing which your entitlement to be paid the relevant instalment of the fee will not arise until such time as the applicable milestone is achieved). Unless otherwise stated in Contract Particulars, such fee(s) is/are inclusive of all disbursements and other expenses, but exclusive of GST.
24. Invoices may be submitted by you on the last day of the month (or such other date as agreed between you and the Commonwealth) for amounts payable under this agreement. The Contract Administrator will provide you with a payment statement within 10 business days of receiving your invoice, setting out the amount (if any) that the Commonwealth proposes to pay and, if such amount is less than the amount claimed, the reasons for the difference. Subject to receipt of a complying tax invoice, with a copy to the email address set out in the Contract Particulars, the Commonwealth will make payment of the amount set out in its payment statement within 15 business days of receiving your payment claim.
25. You agree that the Commonwealth may vary the Services from time to time, and that no variation will vitiate or void this agreement. To the extent applicable, variations must be valued in accordance with the rates or prices set out in this agreement. To the extent that this agreement does not include applicable rates or prices, then the value of the variation will be a reasonable amount determined by the Contract Administrator. You will not be entitled to be paid for any additional work or services unless they were instructed by the Contract Administrator in writing before they were performed.
26. You hereby grant the Commonwealth a perpetual, royalty-free, irrevocable and non-exclusive licence to exercise all rights of the owner to use, reproduce, communicate to the public, modify and adapt any and all drawings, reports or other documentation (whether electronic or otherwise) produced by you or on your behalf in relation to the Project and any designs contained therein (**Documents**) for any purpose whatsoever. The licence includes the right to grant sub-licences and is freely transferable by the Commonwealth. You warrant that the performance of the Services has not and will not infringe any copyright or other intellectual property or design rights.
27. If the Contract Administrator discovers or believes that any Services have not been performed in accordance with this agreement, then it may, without limiting the Commonwealth's other rights or remedies, give you a notice in writing that requires you: (a) to re-perform within the time specified in the notice the Services which are non-complying; and (b) take all steps reasonably necessary to mitigate the failure to properly carry out the Services. Alternatively, the Contract Administrator may give you a notice in writing advising you that the Commonwealth will accept the non-complying

Services despite the non-compliance, and a corresponding deduction from the fee will be made by the Contract Administrator in respect of the non-complying Services.

28. You agree that: (a) the Commonwealth, or any person nominated by the Commonwealth may, for so long as you retain liability under this agreement, inspect, audit, or investigate any Documents and other information prepared or maintained by or on your behalf in connection with the Services; and (b) you will provide whatever Documents, other information, access, facilities or assistance is necessary to conduct whatever audit, inspection or investigation is required by the Commonwealth or any person nominated by the Commonwealth.
29. In performing the Services, you must: (a) maximise the whole of life objectives (including principles of economically sustainable development) (**WOL Objectives**), as may be advised by the Contract Administrator from time to time; (b) consult with the Contract Administrator as to any designs or materials or (where applicable) methods of construction which it may recommend to maximise the achievement of the WOL Objectives; and (c) consult with the Contract Administrator as to any designs, materials or (where applicable) methods of construction to maximise the achievement of the WOL Objectives.
30. You must at all times comply with the *Workplace Gender Equality Act 2012* (Cth). You must not enter into a subcontract with any entity named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
31. You agree that you must, in connection with obtaining, creating, storing or using Personal Information for the purposes of this agreement: (a) comply with the Privacy Act; (b) comply with the Australian Privacy Principles as if you were an agency as defined in the Privacy Act; (c) only use Personal Information for the purposes of this agreement; (d) not disclose Personal Information or transfer and/or store Personal Information outside Australia, without the prior written approval of the Contract Administrator; (e) co-operate with demands or inquires made by the Federal Privacy Commissioner and/or the Contract Administrator; (f) comply with policy guidelines issued by the Commonwealth and/or the Federal Privacy Commissioner; and (g) ensure that any subcontract made in connection with this agreement contains obligations requiring the subcontractor to comply with this clause 31 and clause 32. Any terms capitalised in this clause 31, or in clause 32, will have the meanings attributed to them in the *Privacy Act 1988* (Cth).
32. You must promptly notify the Contract Administrator if: (a) you become aware of any breach or possible breach of any of the obligations mentioned in clause 31; (b) you become aware that a disclosure of Personal Information may be required by law; or (c) you are approached by the Federal Privacy Commissioner or by any individual claiming that their privacy has been interfered with in connection with this agreement or the performance of the Services.
33. The *Freedom of Information Act 1982* (Cth) (**FOI Act**) gives members of the public rights of access to official documents of the Commonwealth Government and its agencies. The FOI Act extends, as far as possible, rights to access information (generally documents) in the possession of the Commonwealth Government, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities. You acknowledge and agree that Commonwealth requirements and policies will require certain identifying details in connection with this agreement to be made available to the public via the internet.
34. You must use reasonable endeavours to increase: (a) your purchasing from organisations that are 50 per cent or more indigenous Australian owned and that are operating a business; and (b) the employment of indigenous Australians in the performance of Services, in each case, in accordance with the Commonwealth's Indigenous Procurement Policy, as amended from time to time, at www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy.
35. You acknowledge that the Commonwealth is and will be subject to a number of Commonwealth requirements and policies which support internal and external scrutiny of its tendering and contracting processes and the objectives of transparency, accountability and value for money including requirements to: (a) publish details of agency agreements, Commonwealth contracts, amendments and variations to any agreement or contract and standing offers with an estimated value

of \$10,000 or more on AusTender (the Commonwealth's business opportunity website located at www.tenders.gov.au); (b) report and post on the internet a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts; and (c) report and post on the internet information about its contracts in other ways pursuant to its other reporting and disclosure obligations, including annual reporting requirements and disclosure to any House or Committee of the Parliament of the Commonwealth of Australia.

36. The Commonwealth must keep confidential any information which has been provided by you, reviewed by the Commonwealth, and set out in Annex C (**Commercial-in-Confidence Information**); provided that the Commonwealth's obligation under this clause 36 does not apply if the Commercial-in-Confidence Information is: (a) disclosed by the Commonwealth to its legal or other advisers, or to its officers, employees, contractors or agents in order to comply with its obligations or to exercise its rights under or in connection with this agreement; (b) disclosed by the Commonwealth to its legal or other advisers, or to its officers, employees, contractors or agents in order to comply with the Commonwealth's management, reporting or auditing requirements; (c) disclosed by the Commonwealth to any responsible Minister or any Ministerial adviser or assistant; (d) disclosed by the Commonwealth to any House or Committee of the Parliament of the Commonwealth of Australia; (e) disclosed to any Commonwealth department, agency or authority by virtue of or in connection with its functions, or statutory or portfolio responsibilities; (f) authorised or required by law to be disclosed; or (g) in the public domain otherwise than due to a breach of this clause 36.
37. You must not, without prior written consent from the Commonwealth (in its absolute discretion): (a) copy or otherwise reproduce in any form or medium the contents of any Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be copied or reproduced in any form or medium; or (b) disclose or use or deal with, the contents of any Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be disclosed, used or dealt with, in each case for any purpose other than performing the Services.
38. Without limiting clause 37, you must: (a) ensure that all recipients of Confidential Information (or any part of it) comply with the requirements of clause 37 and this clause 38 as if they were a counterparty to this agreement; (b) at the Commonwealth's direction, promptly return or destroy (as applicable) all copies of any Confidential Information whether in a tangible or intangible form, provided that you may keep one copy of the Confidential Information for your records where required by law; and (c) upon request, notify the Commonwealth of all Confidential Information (or any part of it) which you know or ought to know is beyond your possession, power, custody or control, giving full particulars (including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and any security arrangements). The Commonwealth's rights under clause 28 shall extend to assessing compliance with and enforcing the Commonwealth's rights under clause 37 and this clause 38.
39. For the purposes of clauses 37 and 38, **Confidential Information** means the Documents, together with any other document, drawing, information or communication (whether in written, oral or electronic form) given to you by the Commonwealth (or anyone on the Commonwealth's behalf), whether or not owned by the Commonwealth which is in any way connected with the Project which, by its nature is confidential, or which you know or ought to know is confidential; provided that Confidential Information does not include any of the foregoing which: (a) is in your possession without restriction in relation to its disclosure or use before the date of its receipt from the Commonwealth (or anyone on the Commonwealth's behalf); (b) is in the public domain otherwise than due to a breach of this agreement; or (c) has been independently developed or acquired by you.
40. At the request of the Commonwealth, you must: (a) comply with the Commonwealth's security clearance process; (b) obtain the level of security clearance requested by the Commonwealth; and (c) comply with all security policies and procedures notified by the Commonwealth from time to time. You must handle and store any Classified Information in your possession or control strictly in accordance with the provisions of the Defence Security Principles Framework. Without limiting clauses 37 and 38, you must not disclose any Classified Information unless such disclosure is strictly in accordance with the provisions of the Defence Security Principles Framework and has first been approved in writing by the Contract Administrator. In giving any approval to you under this clause

40, the Contract Administrator may impose such conditions as the Contract Administrator thinks fit, including conditions requiring any recipient of Classified Information to obtain a level of security clearance and to enter into a deed in a form acceptable to the Commonwealth. For the purposes of this clause 40, **Classified Information** includes any Commonwealth document marked with a national security classification and/or any information or document that you know or ought to know is subject to, or ought to be treated in accordance with, the provisions of the Defence Security Principles Framework.

41. If the Defence Industry Security Program (**DISP**) applies, without limiting clause 40, you must (a) be "Defence-ready" for the purposes of the DISP; (b) at your own cost obtain and thereafter maintain for the term of this agreement the level of DISP membership specified in the Contract Particulars; and (c) comply with any other direction or requirement of the Contract Administrator in relation to the DISP. For the purposes of this clause 41, DISP means the Defence Industry Security Program more particularly described at <http://www.defence.gov.au/dsvs/industry>.
42. Without limiting your other obligations under this agreement, you must: (a) ensure that you are fully familiar with, and comply with, the requirements of Defence's Security Alert System at the level specified in the Contract Particulars; and (b) attend any security briefing or participate in any rehearsal of Defence's Security Alert System as may be requested or directed by the Contract Administrator from time to time. You will be entitled to have your fee increased by any extra costs reasonably incurred by you which arise directly from a change to the level stated in the Contract Particulars (or individual measure from a higher level to meet a specific threat or threats), in each case as determined by the Contract Administrator. Your entitlement (if any) under this clause 42 will be your exclusive right and remedy and a limitation on the Commonwealth's liability arising out of, or in any way in connection with the Contract Administrator's direction, or the application of an alternative level or individual measure of Defence's Security Alert System to the Services. Without limiting the foregoing, you must ensure that your subcontractors comply with the requirements of Defence's Security Alert System and this clause 42 as if they were a party to this agreement.
43. You acknowledge that the Contract Particulars identify: (a) the Australian standards which are applicable to the Works; or (b) in the absence of an applicable Australian standard, the relevant international standards which are applicable to the Works, (**Applicable Standards**). Without limiting your obligations under this contract, you must comply with the Applicable Standards in performing the Services (but where there is an ambiguity, discrepancy or inconsistency between any Applicable Standard and the contract, the higher standard, quality or quantum will prevail). The Contract Administrator may, at any time, request that you provide a certificate which certifies that the Services comply with the Applicable Standards. You acknowledge that the Commonwealth may carry out periodic auditing of your compliance this clause 43.
44. Without limiting your other obligations, you must: (a) proactively take all necessary measures to prevent, detect and investigate any fraud in connection with the performance of Services (including all measures directed by the Contract Administrator); and (b) proactively take all necessary corrective action to mitigate any loss or damage to the Commonwealth resulting from fraud to the extent that the fraud was caused or contributed to by you or any of your officers, employees, consultants, subcontractors or agents and put the Commonwealth in the position it would have been in if the fraud had not occurred (including all corrective action directed by the Contract Administrator).
45. If you know or suspect any fraud is occurring or has occurred you must immediately provide a detailed written notice to the Contract Administrator including details of: (a) the known or suspected fraud; (b) how the known or suspected fraud occurred; (c) the proactive corrective action you will take under paragraph 44(b); (4) the proactive measures which you will take under paragraph 44(a) to ensure that the fraud does not occur again; and (5) such further information and assistance as the Commonwealth, or any person authorised by the Commonwealth, requires in relation to the fraud.
46. Without limiting any other rights or remedies, the Commonwealth may, at its sole and absolute discretion, terminate your appointment under this agreement for its own convenience at any time on seven days' notice. On any such termination you will be entitled to payment of any fees properly due and payable up to the date of termination in accordance with the payment schedule set out in Contract Particulars (with a pro rata payment where appropriate), and subject to any right of set-off which the Commonwealth may have, but to no other payment of any description. Such payment is

subject to the delivery to the Contract Administrator of all Documents, including drawings, reports or other documentation prepared by you or on your behalf in connection with the performance of the Services.

47. If any dispute or difference between you and the Commonwealth arises at any time out of or in connection with the Services, the party raising the dispute is to notify the other party in writing of the nature of the dispute(s) and give adequate particulars to identify the dispute(s). Within 7 days of the giving of a written notice, you and Contract Administrator are to meet to attempt to resolve the dispute(s). Unless otherwise directed by the Contract Administrator, you must at all times continue to carry out your obligations under this agreement, regardless of any dispute(s). All disputes not resolved within 14 days of the giving of a written notice are referred for decision to an independent industry expert (**Industry Expert**) appointed by the person specified in the Contract Particulars.
48. In making a decision, the Industry Expert acts as an expert and not as an arbitrator and is to: (a) make the decision in such manner as considered suitable for the dispute(s); (b) engage and consult with any advisors, legal or technical, as the Industry Expert sees fit; and (c) give a decision within 14 days of the referral of the dispute(s) and need not give reasons for the decision. If required by the Industry Expert, you and the Commonwealth must sign an adjudication agreement containing such reasonable terms which the Industry Expert may require, and must bear the costs of the Industry Expert (including the Industry Expert's costs of engaging and consulting advisors, if any) equally.
49. If for any reason a determination has not been made by the Industry Expert within 14 days of appointment by the person specified in the Contract Particulars, the jurisdiction of the expert shall lapse and a further expert must be appointed under clause 47. If you do not pay your share of the costs of the Industry Expert upon request, then the Commonwealth may pay those costs to the Industry Expert, and the amount of those costs will be a debt due by you to the Commonwealth under this agreement. The Industry Expert's decision is final and binding on you and the Commonwealth, and neither party may challenge the decision in any other proceedings.
50. You must not subcontract the whole or any part of the Services without the Contract Administrator's prior written approval. You will be wholly responsible for all acts and omissions of your subcontractors, and subcontracting will not relieve you of any responsibility or liability for the performance of the Services.
51. You may not assign, novate or transfer any of your rights or obligations under this agreement, nor permit any change in control, without our prior written consent. Such consent may be withheld or granted at the Commonwealth's sole and absolute discretion, and may be subject to such conditions as it may otherwise determine. The Commonwealth may at any time novate this agreement to a third party on such reasonable terms of novation as may be proposed by the Commonwealth.
52. You agree that the Commonwealth may deduct from moneys otherwise due to you any debt or other moneys due from you to the Commonwealth, together with any claim to money which the Commonwealth may have against you whether for damages or otherwise, in each case whether under this agreement or otherwise at law, relating to the Services.
53. The operation of any proportional liability legislation which might otherwise apply is hereby excluded in relation to all rights, obligations and liabilities of the parties under or in connection with this agreement and the performance of the Services.
54. This agreement constitutes the entire agreement between the parties in connection with the performance of the Services and will take effect according to its terms despite any prior agreement or prior representations, understandings or arrangements made between the parties whether orally or in writing. None of the terms of this agreement can be waived, discharged or released unless the parties agree in writing.
55. The contract created by this letter, and your acceptance hereof, will be governed by the laws of the ACT.
56. Notwithstanding Contract Administrator's signature on this letter at the time of Tender, the contract comprised by this letter will only be formed once the Contractor Administrator has accepted your executed Tender and completed the execution clause below on behalf of the Commonwealth.

Yours faithfully

[COMMONWEALTH TO INSERT SIGNOFF]

[COMMONWEALTH TO INSERT DATE]

This agreement is made on _____ day of _____

SIGNED as an agreement.

Signed for and on behalf of the **Commonwealth** in the presence of:

Signature of Witness

Name of Witness in full

Signature of Contract Administrator

Name of Contract Administrator in full

Signed for and on behalf of the **Tenderer/Consultant** in the presence of:

Signature of Witness

Name of Witness in full

Signature of Authorised Representative

Name of Authorised Representative

ANNEX A CONTRACT PARTICULARS

Services:
(Clause 1)

Preparation of a report detailing options for adaptive re-use of property at 310 St Kilda Road, Melbourne, Victoria, including concept plans, options analysis and indicative costings, as the same may be further described in the Brief and elsewhere in this agreement.

Project:
(Clause 2)

Options for adaptive re-use of property at 310 St Kilda Road, Melbourne, Victoria.

Site:
(Clause 2)

310 St Kilda Road, Melbourne, Victoria.

Contract Administrator:
(Clause 3)

The person holding the position of **Director Estate Planning – South East & ACT** for the time being s47E(d) .

Brief:
(Clause 17)

Means the brief appended at Annex B, together with any other brief or requirements provided to you by the Contract Administrator.

Completion Date:
(Clause 18)

11 February 2022

Key Persons:
(Clause 21)

Consultant's Representative: [INSERT NAME OF CONSULTANT'S REPRESENTATIVE].

Quality Manager: [INSERT NAME OF CONSULTANT'S QUALITY MANAGER].

Other: [INSERT NAME OF OTHER KEY PERSONS]

Professional indemnity insurance:
(Clause 22)

Amount of cover: \$[1,000,000] per claim and \$[1,000,000] in the aggregate, all claims during the period of insurance.

Public liability insurance:
(Clause 22)

Amount of cover: \$[5,000,000]
in respect of any one occurrence and \$[5,000,000] in the aggregate, all occurrences during the period of insurance.

Fee(s):
(Clause 23)

\$[TENDERER TO INSERT THE TENDERED FEE(S)]
[NOTE: IF ANY DISBURSEMENTS OR OTHER EXPENSES ARE PAYABLE IN ADDITION TO THE FEE, STATE THIS HERE]

Milestone payments:
(Clause 23)

Milestone	Payment
Draft Report	
Final Report	

Email address for copy of Tax invoice:
(Clause 24)

invoices@defence.gov.au
CC: s47E(d)

Level of DISP Membership:
(Clause 41)

[NOT APPLICABLE]

Defence's Security Alert System Level:
(Clause 42)

Aware

Applicable Standards:
(Clause 43)

None specified

Nominating authority for expert:
(Clause 47)

.....
(The President for the time being of the Resolution Institute
unless otherwise stated)

ANNEX B THE BRIEF

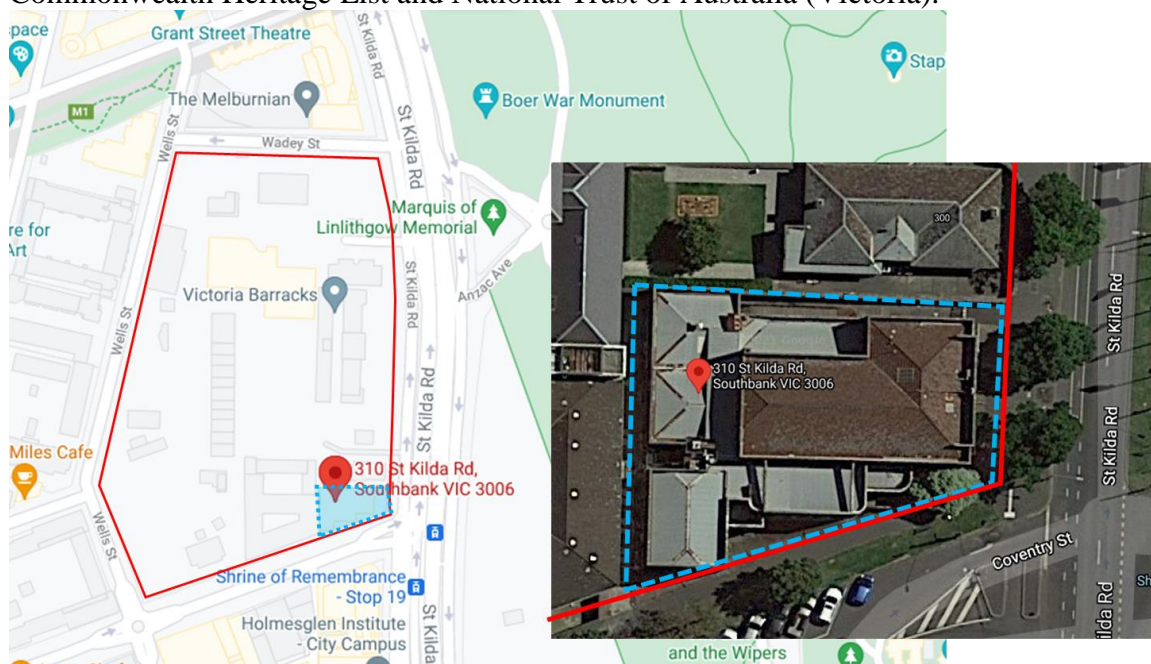
1. Site overview and background:

The 310 St Kilda Road building is located on the North West Corner of St Kilda Rd and Coventry St and is within the boundaries of Victoria Barracks Melbourne. The structure is a historic two-story building with a prominent street presence.



Fig 1. – Entrance to Building – St Kilda Road (facing west)

The building was constructed in 1937 for the purpose of a Repatriation Outpatient Clinic for World War One veterans and was converted to office accommodation in the post war period. Victoria Barracks Melbourne, including 310 St Kilda Road, is identified on the Commonwealth Heritage List and National Trust of Australia (Victoria).



In October 2019, Defence completed a detailed options analysis for Defence to fully fund remediation and refurbishment of the building to make it fit for purpose. The report identified a minimum expenditure of \$15 million to enable fit-for-use (potential office accommodation) and works to make the building code compliant.

Currently, the layout of the building is not well suited to modern office accommodation or other previously considered uses. The building is deficient as a modern workspace in regards to lighting, heating, ventilation, access control and ICT, requiring significant refurbishment works, including roof restoration and removal of hazardous materials to ensure compliance.

Aside from Defence interest in the property, there is significant interest from a number of parties seeking to purchase and re-purpose the site. This RFQ and any deliverables resulting from performing the required services are to be treated as commercial in confidence.

2. Scope of Services:

Defence requires a suitably qualified consultant to complete a study of 310 St Kilda Road, Melbourne and provide Defence with a report detailing options for adaptive re-use for the site, if any, that could support a future Defence user. (I.e. Conference centre, training rooms, secure tender rooms, childcare centre, multi-use facility)

The report will be used by Defence to assist in determining whether the required remediation investment would represent value for money. These options may not result in Government approval for any further works and Defence may choose to progress the option to dispose of the site.

The study and subsequent report will need to achieve the following outcomes:

- a) Provide an overview of relevant constraints and opportunities that will have a bearing on how the building could be used or developed, including appropriate consideration of heritage constraints;
- b) Identify potential adaptive reuse options. Options must be achievable, viable, respectful of heritage constraints and meet all statutory and non-statutory requirements including compliance with the Defence National Accommodation Management Policy where applicable and appropriate;
- c) Develop indicative concept plans to support **a maximum of three (3)** identified options. Concept plans will be supported by an indicative schedule of works and indicative cost (ROM); and
- d) Provide analysis of the optioned identified in paragraph c) in order to provide Defence with an indication of which options may be more or less suitable to pursue having regard to the identified constraints and value for money considerations.

3. Information Documents to be provided by Defence.

The following documents will be provided to the successful Tenderer:

- a) Victoria Barracks Heritage Management Plan – April 2011
- b) 310 St Kilda Road - Conditions Assessment and Refurbishment Costs – 2019 (JLL)
- c) Heritage Strategy for Disposal - 310 St Kilda Rd – (Biosis)

- d) Assessment of Cultural heritage significance. (Heritage Victoria) May 2017
- e) Defence National Accommodation Management Policy

4. Program

The below program outline is indicative only and subject to change:

Date	Task / Deliverable
12 November 2021	Close of submissions
22 November 2021	Expected Project Commencement
17 December 2021	Overview of selected options submitted to Defence for review and confirmation prior to undertaking detailed concept planning.
21 January 2022	Draft Report to Defence for review including concept plans and indicative costings.
11 February 2022	Final report submitted

5. Deliverables:

- a) Draft Report
- b) Final Report titled "Options for adaptive reuse of 310 St Kilda Road, Melbourne"

ANNEX C TENDER SCHEDULE CAPACITY, CURRENT WORKLOAD, PREVIOUS PERFORMANCE, COMMERCIAL IN CONFIDENCE INFORMATION, AND QUALITY

1. TECHNICAL, MANAGERIAL AND FINANCIAL CAPACITY OF THE TENDERER TO COMPLETE WORKS ON TIME, TO BUDGET AND TO A SATISFACTORY STANDARD

You should provide details of how you will achieve the time, budget and quality requirements of for the Services.

2. CURRENT WORKLOAD

You should provide details of your current workload in Australia (including those contracts for which tenders have been lodged but not yet accepted or rejected) including the approximate value of each contract and the estimated completion date.

PROJECT	OWNER	TOTAL VALUE OF CONTRACT	DATE DUE FOR COMPLETION

3. PREVIOUS PERFORMANCE

You should provide details of past performance in respect of your last five (5) completed projects.

PROJECT	CONTRACT SUM	COMPLETION DATE	OTHER DETAILS

4. COMMERCIAL-IN-CONFIDENCE INFORMATION

COMMERCIAL IN CONFIDENCE INFORMATION	JUSTIFICATION

5. QUALITY

To assist the Commonwealth to evaluate your Tender, you are requested to demonstrate that you comprehend key issues and will implement appropriate solutions and management strategies in the performance of the Services to achieve the Commonwealth's quality objectives and your other obligations under this agreement.

6. CPR COMPLIANCE

In light of the Commonwealth Procurement Rules, you are requested to provide details of your practices regarding:

- (a) labour regulations and ethical employment practices;
- (b) work, health and safety;
- (c) environmental impacts; and
- (d) any other regulations or regulatory frameworks which are relevant to the Services.

--

You are also requested to provide:

- (e) a list of the Australian standards which are applicable to the Services (or the relevant international standard, in the absence of an applicable Australian standard);

--

- (f) details of your capability to meet the applicable Australian standard (as identified in paragraph (e));

--

ANNEX D TENDER SCHEDULE ALTERNATIVE PROPOSALS

You must set out any alternative proposal which offers better value for money below.

Request for Quotation

Contractor Details:	
Date:	14-Feb-22
Work Order No	
Project:	VBM 1043/A0013 (310 St Kilda Road) Refurbishment
On behalf of Ventia you are hereby invited to quote for the Description of Works of the above Alternate Proposal (AP). The Alternate Proposal consists of providing all equipment, material and labour to complete the attached scope of works. Quotes must be returned to Ventia on the designated date and time below. Quotes sent to any other address will be deemed invalid tenders.	
Quotation is required by:	23-Feb-22
For all technical queries:	Please refer to Scope of Works or contact your POC
Project Aim:	
<p>AP to remediate structural damage, preventing any further deterioration of the site and provide a safe worksite for future works. This project will aid in ultimately returning the building back into service. Works to be undertaken across multiple areas including Civil Engineering, Electrical, Mechanical and Plumbing.</p> <p>Ventia will not except any fees relating to the quoting process. Quote title will be in the format: Victoria Barracks Melbourne Building 13 - Refurbishment.</p> <p>Please note the High Heritage Significance of this building. Tolerance for Change – Some. The key attribute (form, fabric, function and/or location) embodies the heritage significance of the element and its contribution to the site. The key attributes should generally be retained and conserved. However, it may be altered to some degree without adverse impact on heritage significance.</p> <p>Quotation is to be broken into materials - itemised, labour - trade type, hourly rate and quantity, consumables, travel if required and any hire of plant and equipment if required IAW the attached Sub-Contractor Supporting Data Template.</p>	
Intent:	
<ul style="list-style-type: none"> (a) The intent of this specification is for the works to be delivered under an AP Work Direction (b) Any drawings and this scope of works will be read in conjunction with any items or portion of work referred to or shown in one but not the other including any differences will be taken as being included and will be executed as part of this contract. (c) Any drawings, diagrams, reports, photographs or documented material produced will be provided to Defence and remain intellectual property of Defence. (d) The Subcontractor must furnish anything necessary for the construction of these works. Any work not specifically referred to in the documents but obviously required to satisfactorily complete the works, will be performed. (e) All assets change over and or new asset forms must be filled out before job completion certificates can be raised. 	

Site Services and Amenities:

- (a) Plant and equipment
Provide all necessary plant and equipment for the proper execution of the works. Including all relevant test and tags.
- (b) Traffic Management Plan
TMP should be developed to manage potential risks and improve safety for workers, road users and pedestrians.
- (c) Water and Electricity
Use the existing water and electricity supply. Do not overload electrical circuits.
- (d) Ablution Facilities
Use existing ablution facilities and maintain these areas clear from dirt and debris. Where no facilities are available the Subcontractor will provide their own temporary facilities.

This scope of works relates to: Refurbish external and internal of Building 13 – 310 St Kilda Road.

Repair and refurbish works for internal and external are required to be carried out for Building 13 based on its deteriorated conditions. Building is more than 80 years old; the major defects would be rectified first to prevent further damages.

Please ensure the following considerations have been made during the project works:

- The Building Code of Australia requirements must be followed for the design, construction, and performance of buildings, plumbing and drainage systems.
- Australian Standards must be followed for specifications and procedures designed to ensure that a material, product, method, or service is fit for its purpose
- Victoria Barracks Melbourne Heritage Management Plan must be followed and adhered to.

Works are separated into various categories below.

Civil Engineering Scope of Works

1 - Contractor must conduct structural & architectural assessments to check the structural integrity of structures and their components (such as the foundation, joists, beams, trusses, or columns). Further works will be determined following the assessments which will not be formed as part of the tender.

2 - Contractor must conduct Hazmat testing & assessment to identify, and risk assess materials that may have the potential to be hazardous. Industrial hygienist must inspect asbestos, mould and organic waste hazards in the building.

3 - Contractor must submit preliminaries, permits, site establishment & protection. This includes administration of project and providing plant, site staff, facilities site-based services with all the correct health and safety measures in place.

4 - Contractor must organise general make safe and security works for the site. Necessary safety training needs to be conducted, providing relevant certified qualifications and DCAC.

5 - Contractor must organise weatherproofing and repairs of all external doors and windows, roof, skylights (steel framed) to prevent pest and vermin from entering. Specific locations to be advised and discussed during tender stage walkthrough.

6 - Contractor must arrange necessary scaffolding to be installed for interior and exterior including work deck to lobby and installation of roof edge protection to prevent falls from heights.

7 - Contractor must organise the hire of portable plants such as lifting and access equipment to conduct the works where necessary.

8 - Contractor must organise lead paint, black mould (evidence of mould is present in most rooms) removal works following hazmat testing & assessment. All works must be conducted meeting the necessary health safety requirements and debris must be contained by setting up containment areas and disposed as per the regulations.

9 - It must be noted that all asbestos containing material instances have been removed as per Heritage Management Plan in 2005. Removal will only be required if there is any asbestos containing material instances detected during the conduct Hazmat testing & assessment.

10 - Contractor must organise the remediation of rising damp in the Basement Floor. Specific locations to be advised and discussed during tender stage walkthrough.

11 - Contractor must organise roof repairs to terracotta tiles and sections of corrugated iron sheeting with plumbing & carpentry undertaken where necessary. Weatherproofing of the roof to prevent rain, pest and vermin from entering. To be further discussed during tender walkthrough to determine the location of internal spaces that have degraded rapidly and where evidence of water leaks is present.

12 - Contractors must make safe the collapsed sections of the ceiling. The plaster ceiling structure has been severely damaged due to the water leaking through the roof tiling. Certain rooms have the internal roof timber framing and electrical cabling exposed which needs to be remediated. Any damaged ceiling sections are to be removed, made safe and weatherproof for future works.

13 - Contractors must make safe timber flooring & coverings (removal of unsafe floor coverings) throughout the entire building.

14 - Contractors must make safe damaged plaster/walls (including wall tiles and skirting boards) throughout the building. Specific locations to be advised and discussed during tender stage walkthrough.

15 - Contractors must make safe all concrete elements. All areas with concrete flooring throughout the building including the staircases, facade, and front entrance concrete ramps.

16 - Contractor must clean exterior with disposal of all rubbish in a way that is environmentally compliant.

17 - Contractor must clean interior with disposal of all rubbish, pest and vermin including animal carcasses and faeces, general waste & building debris in a way that is environmentally compliant.

18 - Contractor must organise necessary traffic management.

19 - Contractor must complete HOTO as per Defence guidelines following physical works delivery including provision of the following documentation:

- Certificate of Electrical Safety
- Plumbing Certificate of Compliance
- Building Certification, if applicable
- Certification of waterproofing as required.

20 - Contractor must provide a weekly update on progress to BM and DSD.

Electrical Scope of Works

- 1 - Contractor must submit preliminaries (investigation of cable routes & assessment).
- 2 - Contractor must undertake design of lighting, cable routing, maximum demand.
- 3 - Contractor must undertake electrical integrity inspection (report).
- 4 - Contractor must install emergency and exit lighting inside the building as per the BCA Standard and room lighting to meet minimum lighting requirements to conduct maintenance works.
- 5 - Contractor must upgrade the switchboard to meet the current standards.
- 6 - Contractor must remove any unsafe, redundant cables and fittings throughout building.
- 7 - Commissioning & sign off (COES Submission).

Mechanical Scope of Works

- 1 - Contractor must conduct investigation & assessment of Fire Systems and HVAC systems and provide the report.

Plumbing Scope of Works

- 1 - Contractor must conduct investigation & assessment of guttering, existing pipework, drainage.
- 2 - Contractor must inspect, clear and repair all exterior gutters and downpipes to support roof works and ensure serviceability.

Further to above contractor must:

- i. Comply with Heritage Management Plan. The key attributes (form, fabric, function and/or location) embodies the heritage significance of the element and its contribution to the site. The key attributes should generally be retained and conserved. However, it may be altered to some degree without adverse impact on heritage significance.
- ii. Provide all necessary details, drawings, engineering, technical specification and other such documentation necessary to carry out the works to Defence and Ventia, including obtaining all approvals and certifications from all relevant authorities.
- iii. Provide all necessary labour, materials and equipment necessary to meet the project outcomes. The Subcontractor is responsible for removing and disposing of all unwanted material.
- iv. Reinstate all surfaces, including landscaping, disturbed as a result of the works to the satisfaction of the Ventia representative.
- v. Comply with particular specifications in Heritage Management Plan, Building Regulations and/or Local Council requirements.
 - Ensure all required permits have been completed. Examples are, but not limited
 - Hot work;
 - Excavation;
 - Confined space;

vi. Use of Explosives – Do not use Explosives. vii. Any new equipment installation must be labelled and registered, and equipment notification form (ENF) must be completed and submitted. Asset Variation Form is to be completed for equipment that requires ongoing planned maintenance. This form is for the Supply and install new equipment; Changed or modified existing equipment; and Removal or decommission existing equipment.			
Security:			
(a) The Subcontractor and all representatives of the Subcontractor will adhere to all security procedures and entry requirements as advised by the project representatives and or Defence personnel. (b) The Subcontractor will be required to undergo an “Induction Process” for the site. All costs associated with attending the induction will be incurred by the Subcontractor. (c) NOTE: The Subcontractor is responsible for all escort costs associated with the works. Ventia and/or Defence will not provide escorts for the works.			
Signed by, or on behalf of company:		Ventia Representative	
Signatory Name:	s47F	Position:	Regional Technical Officer
Signed:		Date:	14-Feb-22