

13 February 2009

Justice & Community Safety Committee
ACT Legislative Assembly

	A.C.T. LEGISLATIVE ASSEMBLY COMMITTEE OFFICE
SUBMISSION NUMBER	1
DATE AUTH'D FOR PUBLICATION	19/02/09

Inquiry into delays at the Alexander Maconochie Centre

Attention Mr Hamish Finlay
Committee Secretary

By Email Hamish.Finlay@parliament.act.gov.au

Dear Mr Finlay

Further to our correspondence I make the following submission to the Inquiry into the delays into the commencement of operations at the Alexander Maconochie Centre.

Background to the submission

The AMC was opened by the Chief Minister on 11 September 2008, just prior to the ACT elections on 18 October 2008.

After the opening it was then disclosed that there would be delays in the acceptance of prisoners at the AMC, with estimates first given of November/December 2008, and then into 2009. No final date has been made public for the acceptance of prisoners.

The delays in the acceptance of prisoners at the AMC have been attributed to problems associated with the commissioning and handover of the centralised electronic security and access system for the AMC.

Statements were also made by the Attorney General at the time of opening the AMC that the responsible subcontractor (Chubb Security) was paying the Government \$44,000

per day in liquidated damages for the delays in the acceptance of prisoners.

In December it was revealed that no liquidated damages had been received by the Government for the delays, contradicting earlier statements from the Attorney General. The Attorney General then acknowledged that his department had advised him, only 4/5 days after his initial statement, that no liquidated damages had been received, and that he had "neglected" to correct his earlier inaccurate public statements.

The Attorney General stated that he was not aware of the non payment of liquidated damages until this latter advice from his department, and that he signed and dated this advice when received.

My (professional) interest in the matters

The delays in the acceptance of prisoners at the AMC are attributed to problems associated with the centralised electronic security and access system.

For the last 18 - 20 years I have been involved in large scale centralised electronic security and access systems, such as the AMC project. I have been the principal/director of businesses involved in large scale construction projects, and more specifically the design, development, installation, commissioning and maintenance of the software which controls the centralised security and access control for large scale systems.

I am familiar with how such projects operate, - the project contractual processes and the paperwork required, and the electronic security systems which are the reported cause of the delays at the AMC. As examples, our largest Australian site is software we developed and installed in Sydney in 1994 which controls the electronic security and access for all the Optus sites across Australia. Other Australian sites have included prisons, munition factories, networked 40 storey buildings etc. Some of these sites were done as a subcontractor and supplier to Chubb Security (for example the Optus project). 60 -70% (+) of our income now comes from the export of our (self developed) centralised software used for the monitoring and control of large scale electronic security systems. Our largest client site is now a country wide system in Lithuania.

The AMC system is not a large system relative to the scale of other security and access systems.

I hasten to add that at NO stage have I had any commercial interest at all in the AMC project, nor am I seeking any involvement in the AMC, and also no longer have any

commercial relationship with Chubb Security.

The system (the software and hardware) being used by Chubb Security at the AMC is unknown to me, but I could hazard a guess as to which system they are using. Chubb Security typically use Ares software and Tecom Challenger security panels for many of their projects. The Ares software and Tecom panels are well proven and reliable systems, in use at many sites in Australia and overseas, including in prisons. They were originally developed in Melbourne and are now exported around the world. If the systems in use are not Ares/Challenger, there are other well proven and reliable systems available on the market for sites such as the AMC. I have some difficulty in accepting that the technical requirements for the electronic security and access systems at the AMC are particularly unique or unusual, and which could not have been satisfied by well proven software and hardware which were available "off the shelf" with minimal development or modification. I am somewhat surprised at the problems being reported, and which apparently still have not been resolved by Chubb Security.

I have a (gut) feeling that there is more to the delays in accepting prisoners at the AMC than the problems which have been (publicly) disclosed and attributed to the electronic security system.

My FOI request

On 31 October 2008 I lodged an FOI request with the Dept of Justice on these matters. A response was received from ACT Corrective Services dated 26 November 2008 . A copy of my FOI request and a full copy of the response received from ACT Corrections has previously been supplied to Mrs Dunne and Ms Hunter who are on the Committee enquiring into these matters.

A copy of my FOI request and the response from ACT Corrections were subsequently provided to Victor Violante at the Canberra Times, and were used in part for some of the stories he then wrote on the delays at the AMC.

My FOI request, and the response received, are now subject to an appeal using the FOI processes. I was quite dissatisfied with the FOI response received from ACT Corrections, and it was apparent to me that many documents have not been either declared or provided. Knowing the usual contractual processes involved in such projects, the lack of documents provided which showed when the problems first became apparent and the actual nature of the problems, the FOI response was either a nonsense or showed a total lack of management of the project. I have considerable difficulty believing that there are no other relevant documents to my FOI request relating to the problems in the electronic

security system which are being blamed for the delays at the AMC.

The FOI appeal was lodged on 22 December 2008, and as of today's date no response of any description has been received to my appeal from the Dept of Justice/ ACT Corrections.

Liquidated Damages

It is now some 150 + days since the Attorney General first (and incorrectly) stated that liquidated damages of \$44,000 per day were being paid by Chubb Security. The total claimed is now in excess of \$6.5m.

It is quite commercially naive to expect that Chubb Security will, as a matter of course, simply "front up" with a cheque for \$6.5m (+) for the full amount of the liquidated damages. From my experience there are a variety of legal ways that (the full extent of) liquidated damages can be called into question. Chubb Security are a very experienced contractor well versed in such matters. As I recall, they have a team of full time in house specialist contract lawyers whose main work and expertise was in the administration of their installation contracts, such as the AMC project.

The Government should expect a (prolonged) fight to recover any liquidated damages.

The Attorney General's statements relating to the Liquidated Damages

- a) The Attorney General initially stated in September 2008 that liquidated damages of \$44,000 per day were being received from Chubb Security. I have no knowledge of what documents the Attorney General based this initial public statement on, if any, but it is now quite apparent there was no substance behind this public statement, made just prior to the ACT elections.

In my opinion the statements made by the Attorney General to the ACT community on the payment of liquidated damages were made recklessly, were nothing more than an election "stunt", and were made with little regard to its accuracy.

- b) It was not until December 2008 that the Attorney General admitted that no liquidated damages had been received at all, and that he had been advised to this effect by his department only some 4/5 days after his initial public statement in September 2008. The later admission by the Attorney General was in effect not made voluntarily, but was in effect forced out of him only when the Chief Minister in the Assembly (mistakenly) repeated the September 2008 statement of the Attorney General that liquidated damages of \$44,000 per day were being

received.

The obvious question arises - why did the Attorney General not correct his initial public statement as soon as he admits that he became aware of the error in September 2008, and it was only forced out of him in December 2008 because of the embarrassment to the Chief Minister?

In my opinion the ongoing silence of the Attorney General from September 2008 to December 2008 was a knowing and deliberate deception of the Canberra community, and of the Members of the Legislative Assembly as a whole.

- c) The Attorney General claims he knows exactly when he became aware of the advice from the department that liquidated damages were not being paid - 4/5 days after he made the initial statement - because he initialled/signed and dated the departmental advice when he read it. The Attorney General uses this to justify his position that he was unaware of his error until after he made the initial (public) statement that liquidated damages were being paid.

I have had considerable (and ongoing) dealings with the Attorney General on other matters in the period from March 2008. In my experience, the Attorney General as a matter of course and/or principal does NOT date his correspondence, despite repeated requests from myself for him to do so. For example I quote from some of my correspondence to the Attorney General:-

7 May 2008 "I refer to your undated letter received on 2 May 2008 in response to my complaint dated 17 March 2008".

8 December 2008 "I confirm the recent receipt from you of two (further) undated letters. As this has happened on previous occasions I am at a loss as to why you persist in declining to date correspondence."

In January 2009 I received further undated correspondence from the Attorney General - the response to a FOI request I made on 30 September 2008.

I have considerable difficulty in understanding why the Attorney General as a matter of course and/or principal declines to date his correspondence to me, and yet he clearly states that he "dated" the correcting advice from his department when he read it - 4/5 days after his initial inaccurate statement.

Opening of the AMC on 11 September 2008

Given the lack of supporting documents I received from my FOI request substantiating the decision to proceed with the opening of the AMC on 11 September 2008, I can only submit that the opening was proceeded with as an election "stunt", with the Government quite oblivious to the realities of the actual readiness of the AMC to accept prisoners and commence operations. The Government "preaches" on their concern for Human Rights, but they were prepared to try and make political capital out of the

discomfort of the prison population.

The AMC opening is a case of life imitating art. The BBC TV comedy - "*Yes Minister*" - has an episode of a hospital being officially opened for a prolonged period, with no patients having ever been accepted. The current situation with the AMC opening in September 2008 and no definite date of when it will accept prisoners would be very funny - a farce - if it was not for the fact that the ACT taxpayers are actually paying for it.

Accountability of ACT Government Ministers

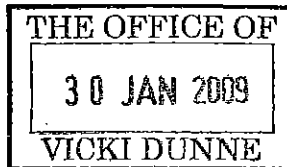
The AMC has been by far the biggest construction project of the Department of Justice/ACT Corrections for some considerable period, with substantial public funds being expended. The Attorney General was the relevant minister at all material times. The scale and importance of the project warranted diligent and close personal attention and understanding by the Attorney General of all matters relating to the project. This appears to have been lacking from the Attorney General, and he appears to be attempting to lay the blame back onto his department for a lack of (timely) and accurate advice from them. The Attorney General is responsible for the actions/inactions of his department.

I note in passing that former Chief Minister Kate Carnell was held to account for the Bruce Stadium construction project. The AMC is no less a mismanaged project, with the Attorney General the responsible minister. To use the old saying - "what is good for the goose, is good for the gander" - the committee should be prepared to hold the Attorney General responsible for the mismanagement of the project, and what appears to be the ongoing deliberate deception of the Canberra community.

Yours faithfully

Rob King

28 January 2009



Mrs V Dunne MLA
Shadow Attorney General
ACT Assembly
G P O Box 1020
Canberra ACT 2601

Ms M Hunter MLA
ACT Greens Parliamentary Convenor
ACT Assembly
G P O Box 1020
Canberra ACT 2601

Enquiry into AMC delays

Dear Mrs Dunne and Ms Hunter

Further to my email of 23 January I attach a full copy of the response received from the ACT Corrective Service to my FOI request of 31 October.

An appeal has been lodged on the FOI response received, and any further documents subsequently received from ACT Corrections will also be provided to yourselves.

Yours faithfully

Rob King



ACT Corrective Services

Rob King

Dear Mr King

I refer to your request of 31 October 2008 under the ACT Freedom of Information Act 1989 (the Act) seeking documents relating to:

"delays in the completion of the electronic security system at the Alexander Maconochie Centre and the consequent delays in the acceptance of prisoners at the centre...."

I am an officer authorised under section 22 of the Act to make a decision on behalf of the Department of Justice and Community Safety in relation to your request. I wish to advise that the documents included at Attachment B (1-6) have been considered within the scope of your request and have been provided wholly or in part.

What follows are the reasons for my decisions in respect of each aspect of your request, and the reasons for those decisions. I have additionally attached a Schedule of Documents for your information at Attachment A.

Attachment B-1

1. Documents which show when the delays in the completion of the electronic security system were first discussed between the project principal and/or the project superintendent, and the project contractor (Bovis Lend Lease) or their subcontractor (Chubb Security).

Please find attached the minutes of two site meetings. The relevant sections of both documents have been provided in full. Information that is not within the scope of your request has been removed.



The first document addresses 'Site Meeting 45' (29 May 2008) and relates to the first written record of any concerns being discussed in relation to the progress of commissioning security services.

The second document addresses 'Site Meeting 49' (24 July 2008) and relates to the first written record of discussion in respect of the commissioning of security services causing delays to the completion of the project.

Attachment B-2

2. *Documents which show when the question and the extent of liquidated damages, given the delays in the completion of the electronic security system, were first raised with or by either Bovis Lend Lease or Chubb Security.*

The application of liquidated damages in the instance of a delay to the completion of the project was an issue initially raised and specified by the terms of the contract, signed on 11 October 2006. Included for your information at Attachment B-4 is a 17 page 'Contract Information' document taken from the ACT Government Contracts Register. Please refer to section 'B – Delay to completion and liquidated damages' on page 15 of this document.

Consequently the issue was not *raised* by the further documents identified on the attached Schedule of Documents, rather these documents confirm an intent to enforce liquidated damages as per the entitlement under the Contract.

Given that the late completion of the Contract and the application of liquidated damages are currently the subject of negotiation with a possibility of future litigation, I have decided to exempt part of the document provided and two additional documents in full under the following sections:

- o *Section 39 – Documents affecting financial or property interests of the Territory*
 - In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to the Territory.
- o *Section 43(1)(c) – Documents relating to business affairs*
 - Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved.
 - It should additionally be noted that that the information contained in these documents refers to the position in this matter of ACT Corrective Services. The contractors involved take a differing position and do not support disclosure of related information until such time as the matter is resolved.

Attachment B-3

3. *Documents which show the revised timetable for the completion of the electronic security system, and the acceptance of prisoners at the Alexander Maconochie Centre.*

Please find attached a copy of the AMC Master Control Programme from the 6 November 2008. The majority of this document falls outside of the scope of your request and has therefore been removed. The relevant section of this document has been disclosed in full.

Included for your information at Attachment B-5 is an AMC Update brief to the Attorney General of 27 October 2008. The section on folio 172 under the heading 'Opening of the AMC' relates to your request for information around the acceptance of prisoners at the AMC.

Attachment B-4

4. *Documents which show when any agreement or imposition of liquidated damages was made against Bovis Lend Lease or Chubb Security, and when liquidated damages commenced.*

As previously mentioned, agreement between parties on the imposition of liquidated damages was finalised when the Contract was signed on 11 October 2006. A copy of the 'Contract Information' document that is available on the ACT Government Contracts Register has been included (in full) for your information.

Of additional relevance are the two documents of 26 September 2008 that were identified in relation to part 2 of your request and exempted for the reasons stated above (see Attachment B-2).

Attachment B-5

5. *Documents which show any reports to the ACT Attorney General or member of the ACT Government Executive on the progress of the construction of the Alexander Maconochie Centre, and specifically including the status of the electronic security system and/or the delays in the ability to accept prisoners at the Alexander Maconochie Centre.*

Please find attached a number of briefs that have been provided wholly or in part. The briefs identified in relation to request are as follows:

12 August 2008

Brief to the Chief Minister – 'Inspection of the Alexander Maconochie Centre on 22 August 2008'.

This document has been provided in full.

9 September 2008

Brief to the Attorney General – 'Alexander Maconochie Centre (AMC) construction contractor – project completion delays'.

I have decided to exempt information contained in the first paragraph under the 'Background' heading and in the last paragraph under the 'Issues' heading. This information has been exempted under the following sections of the Act:

- o *Section 43(1)(c) – Documents relating to business affairs*
 - Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved.
 - Those parts of the Contract that are publicly available have been provided in reference to this request (see Attachment B-4). All reference to negotiations made under the non-public (commercial-in-confidence) sections of the Contract have not been disclosed as the Contract is ongoing. These issues include arrangements for negotiations around extensions of time and contract variations.
 - It is important to note that the dates (such as 22 August 2008 on the first page and the handover date of 1 November 2008 on the second page) were current at the time the document was signed and are no longer correct. I considered exempting this date under section 36 (Internal Working Document) on the basis that it is information that is misleading and out of date.
- o *Section 39 – Documents affecting financial or property interests of the Territory*
 - In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to the Territory.

1 October 2008

Draft Brief to the Attorney General – 'Alexander Maconochie Centre (AMC) financial status and Variation Claims (VCs)'.

This document is a draft only. It was never finalised, approved for content, signed by senior management or received by the intended recipient. As such, I have decided to exempt it under section 36 (Internal working documents).

October 2008

Draft Incoming Government Brief – AMC Prison Project and Operating Budget Summary.

This document is a draft only. It was never finalised, approved for content, signed by senior management or received by the intended recipient. As such, I have decided to exempt it under section 36 (Internal working documents).

This document is additionally classified 'Cabinet-in-Confidence' and is related to budget issues. I have therefore exempted it from disclosure under section 35 (Executive documents).

October 2008

Incoming Government Brief – AMC Prison Project and Operating Budget Summary (Final).

This document is classified 'Cabinet-in-Confidence' and is related to budget issues. I have therefore exempted it from disclosure under section 35 (Executive documents).

27 October 2008

Brief of to the Attorney General – 'Alexander Maconochie Centre Update'.

This document has been provided in part. As above (see 9 September 2008), I have exempted the majority of the information contained in this brief under sections 39 and 43(1)(c). Reasons and notes previously provided are relevant here.

A sentence on folio 172 under the heading 'Timing of Prisoner Repatriation' provides specific details about arrangements for the transfer of prisoners from NSW to ACT correctional facilities. I have exempted it from disclosure under the following section:

- o *Section 37(1)(c) and 37(2)(b) – Documents affecting enforcement of the law and public safety*
 - The public disclosure of this information could endanger the life of persons involved in prisoner transfers and disclose methods for dealing with matters arising out of breaches of the law which could reasonably be expected to prejudice the effectiveness of those methods.

Attachment B-6

6. *Documents which in any way impact on the decision to officially open the Alexander Maconochie Centre on 11 September 2008, notwithstanding that the delays in the completion of the electronic security system made it impossible for the prisoners to be accepted at the centre until 2009.*

Please find attached a copy of an email that constitutes the first time the finalised date for the opening of the AMC is mentioned in writing. I have additionally included copies of two further emails that relate to the organisation of the opening ceremony.

There are no subsequent documents that pertain to discussion around the date of the official AMC opening on 11 September 2008, notwithstanding that the delays in the completion of the electronic security system made it impossible for the prisoners to be accepted at the centre until 2009.

Right of Review

My decision regarding your requests for information is appealable under the Act. This means that, if you are dissatisfied with this outcome, you have a right to seek a review under section 59 of the Act. This right of review extends to a review of the adequacy of the search for documents undertaken by the Department. If you wish to seek a review you may write to:

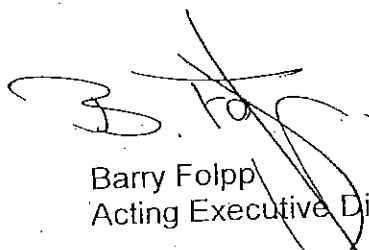
The Chief Executive
Department of Justice and Community Safety
C/- Freedom of Information Officer
GPO Box 158
CANBERRA ACT 2601

You have 28 days from the date of this letter to seek a review of the outcome or such other period as the Chief Executive permits.

You also have the right to complain to the Ombudsman about the processing of your request. If you wish to lodge a complaint you may write to:

The Ombudsman
GPO Box 442
CANBERRA CITY ACT 2601

Yours sincerely



Barry Folpp
Acting Executive Director

26th November 2008

Schedule of Documents

Freedom of Information Request by Mr Rob King regarding 'Delays in the Completion of Electronic Security System at AMC'

Req No.	File No.	Folio No.	Description of Document	Date	Status	Reason for Exemption/ Further Info
1	175192	207-209	Site Meeting 45 Minutes	29/05/08	Full disclosure	All relevant sections provided – remainder of the document outside of request scope
1	175192	237-240	Site Meeting 49 Minutes	24/07/08	Full disclosure	All relevant sections provided – remainder of the document outside of request scope
2	180418	146	Email correspondence between ACTCS (Rowling) and BLL (Macri) summarising meeting and discussion around LDs	04/08/08	Full disclosure	All relevant sections provided – remainder of the document outside of request scope
2	180418	319	Copy of letter from SKM (Eagle) to BLL (Baily) re Delay to completion/ Notice regarding liquidated damages.	26/09/09	Exempt under: - s39 Documents affecting financial or property interests of the Territory; and - s43(1)(c) Documents relating to business affairs.	- In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to Territory. - Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved.
2	180418	318	Copy of letter from SKM (Eagle) to BLL (Baily) re instruction to achieve Scheduled Progress	26/09/09	Exempt under: - s39 Documents affecting financial or property interests of the Territory; and - s43(1)(c) Documents relating to business affairs.	- In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to Territory. - Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved.

						expected to adversely affect the business affairs of the contractors involved.
3	181666	13	AMC Master Control Program	06/11/08	Full disclosure	All relevant sections provided – remainder of the document outside of request scope
3	177331	169-175	Brief to AG – AMC Update	27/10/08	See 27/10/08	See description for same document listed under request number 5
4	ACT Government Contracts Register 177331	All 17 pages	Contract C06579, signed 11 October 2006 – Contract Information	29/05/06	Full Disclosure	
5		164-166	Brief to Chief Minister re Inspection of the AMC on 22 August 2008.	12/08/08	Full disclosure	
5	177331	167-168	Brief to AG – AMC construction contractor – project completion delays	09/09/08	Part disclosure. Exemptions under: • s39 Documents affecting financial or property interests of the Territory; and • s43(1)(c) Documents relating to business affairs.	• In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to Territory. • Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved.
5	177331	154-156	DRAFT Brief to Attorney General re AMC financial status and variation claims	01/10/08	Exempt under: • s36 Internal Working Documents	Document is a Draft version only – i.e. not signed off or approved for correct content by Senior Management
5	177331	90-91	DRAFT – Incoming Government Brief – AMC Prison Project and Operating Budget Summary	October 2008	Exempt under: • s35 Executive Documents; and • s36 Internal Working Documents	• Document is Cabinet-in-Confidence. • Document is a Draft version only – i.e. not signed off or approved for correct content by Senior Management

5	177331	176-178	Incoming Government Brief – AMC Prison Project and Operating Budget Summary (FINAL)	October 2008	Exempt under: • s35 Executive Documents	Document is Cabinet-in-Confidence.
5	177331	169-175	Brief to AG – AMC Update	27/10/08	Part disclosure. Exemptions under: • s39 Documents affecting financial or property interests of the Territory; and • s43(1)(c) Documents relating to business affairs. • s37(1)(c) & 37(2)(b) – Documents affecting enforcement of the law and protection of public safety.	- In light of current negotiations and possible litigation surrounding the issues raised by this document, its release would likely prejudice the payment of monies to Territory. - Release of this document would disclose the details of subject matter, the facts of which are currently subject to dispute. Until this matter is resolved via negotiation or litigation, the release of this document could reasonably be expected to adversely affect the business affairs of the contractors involved. - A section of this document provides specific details about arrangements for the transfer of prisoners from NSW to ACT correctional facilities. As such, public disclosure of this information could endanger the life of persons involved in prisoner transfers and disclose methods for dealing with matters arising out of breaches of the law which could reasonably be expected to prejudice the effectiveness of those methods.
5	177331	118-124	Duplicate Copy of Above	October 2008	As above	See above (27/10/08)
6	168667	99	Email correspondence between ACTCS and representative of Canberra City Band	24/07/08	Full disclosure	
6	168667	339	Email correspondence between staff in the Chief Minister's Office	6/8/08	Full disclosure	
6	180418	157	Email summary of meeting between Folpp and Ross Norman	13/08/08	Full disclosure	All relevant sections provided – remainder of the document outside of request scope

Alexander Maconochie Centre (ACT Prison Project)

FILE COPY

Minutes

Site Meeting No. 45

Date / Time: 29 May 2008 / 10:00am

Location: AMC Site Office

Present:

Bovis Lend Lease (BLL): Mario Macri (MM), Ross Norman (RN)
ACT Corrective Services (ACTCS): Barry Folpp (BF), Andreas Wullen (AW)
ACT Procurement Solutions (ACTPS): Mike Berry (MB)
Sinclair Knight Merz (SKM): Phil Harlow (PH), Merv Eagle (ME)
Codd Stenders May & Russell (CSMR): Trevor Barker (TB)

Apologies:

Item

1

Previous Meeting Minutes

Action

Note

Note

Note

Note

4 Progress / Program / EOTs:

4.1

Progress: MM advised: All buildings substantially complete. Building M will be ready for defects inspection next week. Commissioning & witness testing is progressing. Defects repairs continue. MM advised that a 2 week inspection and verification by consultants would precede the 28 day test period. TB advised that Chubb's security services progress was highlighted as a concern by Webb's consultant.

Note

Alexander Maconochie Centre (ACT Prison Project)

Minutes

Site Meeting No. 49

Date / Time: 24 July 2008 / 10:00am

Location: AMC Site Office

Present:

Bovis Lend Lease (BLL): Mario Macri (MM), Dane Morrison (DM)
 ACT Corrective Services (ACTCS): Howard Jones(HJ), Mark Bennett(MBt)
 ACT Procurement Solutions (ACTPS): Mike Berry (MB), Margaret Mialkowska (MMi)
 Sinclair Knight Merz (SKM): Phil Harlow (PH), Merv Eagle (ME)
 Codd Stenders May & Russell (CSMR): Trevor Barker (TB)
 Apologies: Barry Folpp (BF), Andreas Wullen (AW), Ross Norman (RN)

Item	Action
1. Previous Meeting Minutes:	Note
All agreed with minutes as a true record of Site Meeting No.48.	

4	Progress / Program / EOTs:
4.1	Progress: [REDACTED] Security [REDACTED] services continues but Chubb are still 2 weeks off from acceptance testing pre-28 day test.
4.2	Program: MM advised that construction had slipped compared with program and that program was dependent on security system commissioning. BLL have run out of time for 28 day test and 5 day fault-free period as Chubb are not ready for security services acceptance testing prior to the 28 day test. MM confirmed that BLL will finish late and are now expecting a mid to late (15th-22nd) September 2008 completion. MM requested Webb reduce witness/acceptance testing time from 10 days down to 5 days to assist with achieving completion by 15 September. Chubb ITPs & test procedures have not been finalised yet ready for Webb acceptance testing. MM confirmed that 28 day test would not start until Chubb ITPs & test procedures are complete and ready for Webb acceptance testing. BLL to follow up with Chubb. MM requested LT (Webbs) attend a meeting with Chubb & BLL early next week to assist with finalisation of Chubb ITPs & test procedures.

Mario Macri | Construction Manager The ACT Prison Project | Bovis Lend Lease
T: 02 6276 0600 | 6249 6960 | W: www.bovislendlease.com.au
Level 13, SAP House, Cnr Bunda and Akuna Street, Canberra City ACT 2601
Escape a Life Sentence - Be Incident and Injury Free

From: Rowling, Helen [mailto:Helen.Rowling@act.gov.au]
Sent: Monday, 4 August 2008 3:56 PM
To: Macri, Mario
Cc: Folpp, Barry; Wullen, Andreas
Subject: RE: Meeting Summary

Hi Mario,

As you would be aware the contract provides that the contractor will be liable for LDs for every day after the Contractual Completion Date, to and including the Actual Completion date.

Kind regards

Helen Rowling
Senior Manager, Alexander Maconochie Centre Project
ph: 62070205
fax: 62050379
helen.rowling@act.gov.au
www.cs.act.gov.au/amc

Contract Information

Project and Contract

Item

1. Project and Contract name

The Project and Contract name is: Construction Contractor for the ACT Prison Project (Alexander Maconochie Centre)

The Contract number is: C06579

2. Site

Mentioned in clause 83

The Site is: Block 14, Section 18, Hume

Earthworks: Building and road formations have been completed as an early works project by BMD Contractors to the 'EARTHWORKS PACKAGE CONSTRUCTION' contract.

Site information includes a work-as-executed survey of the bulk earthworks and a report on the material properties including CBR and field densities of the bulk earthworks. The earthworks have been finished to -0mm +20mm tolerance for final trim to level prior to placing pavements by the contractor.

Stabilisation of earthworks has been achieved with the use of "Bidum A14" fabric and "Tensar Geogrid" at 400mm below the bulk earthworks level to 16,319m² of the site.

The Contractor shall make its own investigations to determine the accuracy, quality and completeness of the earthworks in accordance with the Contract Documents.

Roadworks: Entry roads, the visitor's carpark and TRC carpark have been constructed as a variation to the early works project by BMD Contractors to the 'EARTHWORKS PACKAGE CONSTRUCTION' contract.

Pavement works include services conduits, sub-soil drainage, sub-base, kerbs and guttering and spray coat for finishing by the contractor.

The Contractor shall make its own investigations to determine the accuracy, quality and completeness of the roadworks in accordance with the contract documents.

Highway Fencing: Fencing has been completed as an early works project by BMD Contractors to the 'EARTHWORKS PACKAGE CONSTRUCTION' contract.

3. Description of the Works (including purpose)

Mentioned in clauses 10 & 83

The Works are: Alexander Maconochie Centre

(ACT Prison Project)

PROJECT BACKGROUND

"The ACT is the only Australian jurisdiction that transports its prisoners to serve sentences in another State. Without a prison, the ACT lacks a complete correctional system, which in turn seriously inhibits the capability of the Territory to rehabilitate offenders and provide them with appropriate care.

The ACT Government has approved the establishment of a campus style ACT Prison comprising a transitional release centre of 60 beds, a remand component of 135 beds and a sentenced component of 179 beds, totalling 374 beds for men and women detainees. The Prison is to be named Alexander Maconochie Centre, and will operate within the context established by the Human Rights Act 2004. There is open space reserved inside the main prison for expansion of up to 120 further places as a possible future extension (assuming an operational life of 40 plus years).

PROJECT OBJECTIVES

- Timely completion, within budget, of a facility which will enable the Territory to conduct the full range of corrective services in its own right.
- To deliver a 'Healthy Prison' complying with the spirit and intent of the Human Rights Act
- A prison focussed on rehabilitation.
- A prison which caters efficiently and effectively with the differing needs of remand and sentenced, women and men, medium/high/low security and transitional release prisoners.
- A "Family and Child Friendly" prison.
- A "model" prison which provides innovation by successfully challenging the more traditional design solutions.
- Maximisation of "domestic scale" rather than "institutional" design.
- Flexibility to meet expected variations in prisoner demographics.
- A focus on sustainability.
- Provision for future expansion.

HEALTHY PRISON MODEL

The Alexander Maconochie Centre is to adopt the "Healthy Prison" model in which:

- everyone is and feels safe;
- everyone is treated with respect as a fellow human being;
- everyone is encouraged to improve himself or herself and is given the opportunity to do so through the provision of purposeful activity; and
- everyone is enabled to maintain contact with their families and is prepared for release.

ENVIRONMENTAL OBJECTIVE

The Alexander Maconochie Centre is to adopt environmental sustainability principles equivalent to a 4 Green Star rating.

EARLY WORKS

Infrastructure works including - intersection to the Monaro Highway, water supply, sewer relocation and bulk earthworks have been delivered under separate EARLY WORKS CONTRACTS.

DESCRIPTION OF THE WORKS

The Alexander Maconochie Centre, ACT Prison Project includes the following works:

- Acceptance of earthworks and roadworks by BMD Contractors.
- Maintenance of environment protection constructed by others.
- Maintenance of site and Monaro Highway verge/median fencing constructed by others.
- Construction of a 374 bed prison facility including buildings, services, fencing, roads and security systems.
- Design of specified project elements.
- Construction of specified prototypes for review.
- Site landscaping including consolidation for 13 weeks after the completion date for the whole of the works.
- Planting and grassing to the Monaro Highway verge and median including consolidation for 13 weeks after the completion date for the whole of the works.
- Testing and commissioning of the facility.
- Training of operational staff and assistance with operational commissioning by the Principal.
- Provision of warranties, work-as-executed drawings and operation and maintenance manuals for preparation of an asset management tool by the Principal.
- Authority approvals.
- Maintenance of all engineering services for 12 months after the completion date for the whole of the works.

Principal's details

4. Principal

The Principal is:

AUSTRALIAN CAPITAL TERRITORY
represented by
Department of Justice & Community Safety
ACT Corrective Services

5. Principal's Authorised Person

Mentioned in clause 2

The Principal's Authorised Person is:

Mr Merv Eagle (Sinclair Knight Merz)

6. Notices to the Principal

Mentioned in clause 30

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

Office address:
(for delivery by hand)

Alexander Macnochie Centre
Principal's Site Office

Postal address:
(for delivery by post)

ACT PRISON PROJECT
C/- ACT Procurement Solutions
PO Box 818
DICKSON ACT 2602

Facsimile number:

(02) 6246 2717 or as otherwise advised by
the Principal to the Contractor in writing
from time to time.

e-mail address

meagle@skm.com.au

7. Senior executive

A - Principal's senior executive

Mentioned in clauses 73 & 74

The Principal's senior executive is:

Mr John Paget

B - Documents copied to the Principal's senior executive

Mentioned in clause 73

When notices must be copied to the Principal's senior executive the address is as follows:

Office address:
(for delivery by hand)

ACT CORRECTIVE SERVICES
Eclipse House
197 London Circuit
Canberra City
Australian Capital Territory

Postal address:
(for delivery by post)

ACT CORRECTIVE SERVICES
GPO Box 158
Canberra ACT 2601

Facsimile number:

(02) 6207 0389

e-mail address

John.Paget@act.gov.au

Contractor's details

8. Contractor

The Contractor is:

BOVIS LEND LEASE PTY LIMITED
ACN 000 098 162

9. Contractor's Authorised Person

The Contractor's Authorised Person is: Mr Peter Cloos

Mentioned in clause 2

10. Senior executive

The Contractor's senior executive is: Mr Michael Seay

Mentioned in clause 74

11. Notices to Contractor

Notices must go to the personnel listed above, at the address or number shown here.

Mentioned in clause 30

Office address:
(for delivery by hand)

Alexander Maconochie Centre
Contractor's Site Office

Postal address:
(for delivery by post)

Level 13, SAP House
Cor Bunda and Akuna Street
Canberra ACT 2601

Facsimile number:

(02) 9249 6960 or as otherwise advised by
the Contractor to the Principal in writing
from time to time.

e-mail address

Peter.cloos@lendlease.com.au

Dates and times

12. Date of Contract

This is the date the Principal signs the Contract after the Contractor has signed, or the date of the Principal's *Letter of Award* to the Contractor (as applicable).

Date of Contract is:

11 October 2006

Mentioned in clause 83

13. Contractual Completion Date and times

Mentioned in clause 83

The time periods for Completion include the 14 days or other time periods referred to in Clause 38.

Whole of the Works

Time period for possession of the Site is: 2 weeks from *Date of Contract*.

Time period for Completion is: 83 weeks from *Date of Contract*

Whole of the Works and Milestones

Milestone 1

Description of *Milestone*: Planting of *Principal* supplied plants (excluding grass establishment) to the Monaro Highway verge and median to provide early establishment with consolidation of planting over two seasons prior to completion of the whole of the works.

Time period for possession of the Site is: 2 weeks from *Date of Contract*

Time period for Completion is: 30 November 2006

Milestone 2

Description of *Milestone*: Part perimeter security fence to Security Zone 12 with 20m extension to both ends including fences Type F1, F2 and F3, gravel pavement between the fences (gravel road pavements not required) and operational lighting from temporary power generation and controllers for the purpose of testing security camera operation

Time period for possession of the Site is: 2 weeks from *Date of Contract*

Time period for Completion is: 26 weeks from *Date of Contract*

Milestone 3

Description of *Milestone*: Complete perimeter security fence Type F1 with temporary security fencing and construction access gates to Gatehouse perimeter to provide a secure perimeter for the works

Time period for possession of the Site is: 2 weeks from *Date of Contract*

Time period for Completion is: 35 weeks from *Date of Contract*

Milestone 4

Description of *Milestone*: Prototype soft double cell in Remand Cell Block – Men R including all finishes, sealants, fittings and fixtures with temporary power and controllers for the purpose of verifying buildability to design criteria

Time period for possession of the Site is: 2 weeks from *Date of Contract*
Time period for *Completion* is: 35 weeks from *Date of Contract*

NSW Government requirements

14. Codes

Mentioned in clause 13

The NSW Government codes that apply are: Not Applicable.

15. Principal contractor

Mentioned in clause 15.2

Is the Contractor appointed as principal contractor? (Yes/No) Not Applicable.

16. NSW Government construction Guidelines requirements

A - OHS Management Plan

Mentioned in clause 15.3

Is the Contractor required to submit a Project OHS Management Plan? (Yes/No) Not Applicable.

Is the Contractor required to submit a Site-specific Safety Management Plan? (Yes/No) Not Applicable.

B - Industrial Relations Plan

Mentioned in clause 16.3

Is the Contractor required to submit a Project IR Plan? (Yes/No) Not Applicable.

C - Environmental Management Plan

Mentioned in clause 18.2

Is the Contractor required to submit an Environmental Management Plan? (Yes/No) Not Applicable.

D - Training Management Plan

Mentioned in clause 19.3

Is the Contractor required to submit a Training Management Plan? (Yes/No) Not Applicable.

E - Aboriginal Participation Plan

Mentioned in clauses 20.1

This is a project where Aboriginal participation outcomes are achievable.

The Project Aboriginal Participation Category is: Not Applicable.

Is a Project Aboriginal Participation Plan required? (Yes/No) Not Applicable.

Reference Contract Documents

17. Reference Contract Documents

Mentioned in clause 7.1.5

The *Reference Contract Documents* are: Letter of Award;
(Deed of Contract Agreement / *Letter of Award*). Deed of Contract Agreement
GC21 Special Conditions of Contract

Principal's Documents

18. Copies of Principal's Documents

Mentioned in clause 7.4

The number of copies of the *Principal's Documents* to be provided to the Contractor is: 3 of A1 copies
2 of A3 copies
pdf copy

Contractor's Documents

19. Copies of Contractor's Documents

Mentioned in clause 45.1

The number of copies of the *Contractor's Documents* to be provided to the Principal is: 3 of A1 copies
2 of A3 copies
pdf copy

Subcontract work

20. Use of GC21 Subcontract

Mentioned in clause 31.3

Subcontract value requiring use of GC21 Subcontract is: \$100,000.00

21. Use of equivalent clauses

Mentioned in clauses 31.3 & 31.4

Subcontract value requiring use of equivalent clauses is: \$25,000.00

22. Payment for minor Subcontract

Mentioned in clause 31.3

Maximum period before payment for minor Subcontract:

15 business days

23. Preferred Subcontractors

Mentioned in clause 32

Preferred Subcontractors referred to in clause 32 are:

Grey water re-use system

- Perpetual Water

Security system

- Honeywell
- Chubb
- Sielox
- TAC
- Seme

24. Prequalified Contractors

Mentioned in clause 32

Trades or areas of work requiring use of *Prequalified Contractors* are:

Not Applicable.

25. Subcontractor's warranty

Mentioned in clause 33.1

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

Refer to specification for building and services warranty requirements.

Insurance - General

Mentioned in clauses 36.3

26. Contract Works insurance

The Principal will arrange contract works insurance.

27. Public liability insurance

The Principal will arrange public liability insurance.

28. Workers compensation insurance

The Contractor will maintain Workers Compensation, as required by law.

29. Personal accident insurance

Not Applicable.

Insurance - Specific

Mentioned in clauses 36.1.4, 36.3 and 36.4

30. Professional indemnity insurance

Is a professional indemnity policy to be held by the Contractor? Yes

Minimum cover: \$20,000,000

31. Asbestos liability insurance

Minimum cover: Not Applicable.

32. Marine liability insurance

Minimum cover: Not Applicable.
Period of cover:

Security

33. Completion Undertaking

Mentioned in clause 37.1

Percentage of the *Contract Price* at the Date of Contract is: \$12,500 plus 1.5% of the amount by which the *Contract Price* exceeds \$500,000.

34. Post-Completion Undertaking

Mentioned in clause 37.1

Percentage of the *Contract Price* at the Date of Contract is: \$12,500 plus 1.5% of the amount by which the *Contract Price* exceeds \$500,000.

35. Return of *Post-Completion Undertaking*

Mentioned in clause 37.2.2

Period for return of *Post-Completion Undertaking* is: 12 months

Site information

36. Site information

Mentioned in clause 40

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

A - Documents not guaranteed for completeness

Documents not guaranteed for completeness are:

- BMD Contractors Earthworks Package Construction work-as-executed survey and materials properties report including CBR and field densities.

B - Documents not guaranteed for accuracy, quality or completeness

Documents not guaranteed for accuracy, quality or completeness are:

- Mail MacDonald Barnsley Detail Survey
- Navin Officer Archaeological Investigation
- Coffey Geotechnical Investigation
- Coffey Stabilisation Investigation
- Enviro Links Topsoil Investigation

Scope of activities

37. Scope of *Design* activities

Mentioned in clause 1.1.1

A - Extent of *Design* by the Contractor

Mentioned in clauses 1.1.1 and 43.1

Extent of *Design* by the Contractor is:

All necessary design for or in respect of the Works not already performed by the Principal, as described in the *Principal's Documents* including but not limited to all design development, documentation and coordination of the design of the various engineering and architectural disciplines, workshop detailing and finalisation of the *Design* of the Works in all respects, in accordance with the *Contract Documents*.

The Contractor must complete *Design* of the following project elements and the interaction between all these and other components of the Principal's design, as referred to in the *Principal's Documents*.

- Architectural - Security Fences. Types F1, F2, F8, F11 & F12. Refer specification section 24.4.1 & 24.4.2.
- Architectural - Roof Access Safety Systems. Refer specification section 13.3.6
- Landscape – Pump Pits & associated equipment, Irrigation System. Refer specification section 95.5
- Structural – Precast Concrete Wall & Floor Panels. Refer specification section 55.7
- Structural – Lightweight Steel Roof Trusses & Wall Framing. Refer specification section 57.
- Hydraulics – Grey Water Treatment / Perpetual Water. Refer specification section 60.7
- Security – RFID. (Radio Frequency Identification System) . Refer specification section 75.17
- Security – SSI (Security Systems Integrator). Refer specification section 75.11
- Security – Microwave Detection System. Refer specification section 75.12.
- Security – Microphonic Detection System. Refer specification section 75.12
- Security – Energised Fence System. Refer specification section 75.12
- Security – VOIP Intercommunication System. Refer specification section 75.16
- Security – Digital Video Recording System. Refer specification system 75.16
- Security – Rack Layouts Refer specification section 75.8
- Security – Two Way Radio System. Refer specification section 75.21
- Fire – Fire Sprinklers, Fire Detection & Alarm System, Combined Hydrant and Sprinkler Pump System. Refer specification section 85.

B - Building Code of Australia

Mentioned in clauses 43.1 & 48

Is the Building Code of Australia to apply to the *Design* in the *Contractor's Documents* (clause 43.4) and to the *Materials* used in the construction of the Works (clause 48)? (Yes/No)

Yes

An Alternative Solution has been prepared by ArupFire for the project with respect to:

- Fire Resistance and Stability
- Compartmentation and Separation
- Protection of Openings
- Provision for Escape
- Construction of Exits
- Fire Fighting Equipment
- Smoke Hazard Management.

38. Responsibility for *Design*

Mentioned in clause 44

Is the Contractor to assume responsibility for design carried out by the Principal before the Date of Contract and does clause 44 apply? (Yes/No)

No.

39. Working days and hours of work

Mentioned in clause 26.1

Working days and hours of work:

Refer to clause 66.2

40. Rise or fall adjustments

Mentioned in clause 59.1

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

No.

41. *Site Conditions*

Mentioned in clause 41.8

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions*? (Yes/No)

No.

Innovation

42. Innovation

Mentioned in clause 46.8

Do the parties agree to share the savings in the cost to the Contractor of the Works resulting from changes accepted by the Principal? (Yes/No)

Yes.

If "No", the Contractor keeps the direct saving in the cost to the Contractor of the Works, as provided in clause 46.5.

Percentage of saving to be allocated to the Contractor is: 50%

Percentage of saving to be allocated to the Principal is: 50%

Payments

43. Contract Price at the Date of Contract

Mentioned in clause 59

Contract Price at the Date of Contract is: \$113,302,679.10

Basis of payment:

Basis of payment is: Lump Sum
(Lump sum / Schedule of Rates /
Schedule of Rates and lump sums)

44. Amount of Prepayment

Mentioned in clause 61.1.1

Amount of Prepayment is: \$nil

45. Completion Amount

Mentioned in clauses 62.3.2 & 64

The Completion Amount is: \$nil

46. Provisional Sums

Mentioned in clause 59

Provisional Sums items referred to in clause 59:

- Signage - \$150,000
 - General door and building signage
 - Directional signage
 - Warning signage
 - Main entry sign
- Gatehouse Control Room Fitout - \$200,000
 - Master control console joinery
 - Kitchen joinery
 - Display monitor housing unit
 - General storage joinery
 - Specialist overhead lighting
 - Specialist underfloor treatment for wiring reticulation
 - Specialist ceiling reticulation of

- services wiring
- Operations Control Room Joinery - \$25,000
- Control bench and associated joinery

47. *Provisional Sum margin*

Mentioned in clause 59.6.2

The *Provisional Sum* margin percentage is: 10%

48. *Contractor's Margin on Variations*

Mentioned in clause 83 and Schedule 5 - clause 3.1.3.

The percentage for *Contractor's Margin* on *Variations* is: 10%

49. *Payment date and method*

A - Date for Payment Claims

Mentioned in clause 62.1

Date in month for making *Payment Claims* is: 20th of each calendar month

B - Type of payment

Mentioned in clause 62.2

The method of payment will be by: *Monthly Progress Payments.*
(*Progress Payment / Milestone Payment*)

C - Time for payment

Mentioned in clauses 63.6 & 63.7

Time that a payment becomes payable subject to clauses 63.6 and 63.7 is: *5 Business Days*

50. *Interest on late payments*

Mentioned in clause 66

Rate of interest per annum is: Refer to clause 66.2.

Delay costs

51. *Delay costs*

Mentioned in clauses 55.1 & 55.2

A - Delay costs

The rate per day for delay costs for the whole of the Works is: \$nil

The rate per day for delay costs for Milestones* is:

Milestone 1:	\$nil
Milestone 2:	\$nil
Milestone 3:	\$nil
Milestone 4:	\$nil

* The rates for each are separate and distinct from each other.

B - Delay to Completion and liquidated damages

Mentioned in clauses 55.3 to 55.8

Clause 55.3 applies to this Contract? Yes
(Yes/No)

The Principal reserves its rights to claim general damages if the Contractor fails to achieve Completion by the Contractual Completion Date, as applicable.

The rate per day for liquidated damages for the whole of the Works* is: \$44,000

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

Milestone 1:	\$nil
Milestone 2:	\$nil
Milestone 3:	\$nil
Milestone 4:	\$nil

* The rates for each are separate and distinct from each other.

Engagement of Valuer

52. Engagement of Valuer

A - Engagement of Valuer

Mentioned in clauses 39.1 & 39.2

The Valuer must be engaged? (Yes/No) Yes.

B - Person to nominate the Valuer

Mentioned in clause 39.1.1

The person to nominate the Valuer is:

President
Australian Institute of Quantity Surveyors
P O Box 301
Deakin West ACT 2600

Telephone (02) 6282 2222
Facsimile (02) 6285 2427

C - Litigation Threshold

Mentioned in clause 39.1.5

Threshold amount for litigation
following a Valuer's determination is:

\$100,000.00

Expert Determination

53. Time to refer *Issue* to *Expert Determination*

Mentioned in clause 74.3

Maximum number of days for either
party to refer an *Issue* to *Expert*
Determination is:

Within 28 days of becoming entitled to refer
an *Issue* to *Expert Determination* under
clause 74.2.

54. *Expert Determination* representative

Mentioned in clause 75

The name of the representative of the
Principal for all of the purposes in
clause 75, to whom all documents must
be copied under Schedule 6 (*Expert*
Determination Procedure) is:

Mr John Paget

Office address:
(for delivery by hand)

ACT CORRECTIVE SERVICES
Eclipse House
197 London Circuit
Canberra City
Australian Capital Territory

Postal address:
(for delivery by post)

ACT CORRECTIVE SERVICES
GPO Box 158
Canberra ACT 2601

Facsimile number:

(02) 6207 0389

e-mail address

John.Paget@act.gov.au

55. Person to nominate *Expert*

Mentioned in clause 75.1

Person to nominate *Expert* is:

Chief Executive Officer,
Australian Commercial Disputes Centre,
Level 6,
50 Park Street,
Sydney, NSW, 2000

Telephone number:

(02) 9262 1000

Facsimile number:

(02) 9267 3125

56. Threshold amount for litigation

Threshold amount for litigation following a determination is:

\$500,000.00

Mentioned in clause 75.6

57. Construction

Principal supplied materials include:

Supply of plants for Monaro Highway verge and median landscape works.

Mentioned in clause 48.1

The AUSTRALIAN CAPITAL TERRITORY has placed an order for plants with Yarralumla Nursery Banks Street, Yarralumla, ACT, 2600 p-6207 2447. Plants have been purchased by the Principal to enable establishment of local plant materials in accordance with Environment ACT requirements.

No	Species	Size	Quantity
1	Acacia Buxifolia	140MM	235
2	Callistemon Sieberi	140MM	232
3	Pomadouris Species Bergonia Intermedia	140MM	233
4	Acacia Dawsonii	140MM	235
5	Acacia Genistifolia	140MM	235
6	Acacia Siculiformis	140MM	233
7	Bursaria Lasiophylla	140MM	233
8	Daviesia Mimosoides	140MM	233
9	Dodonaea Viscosa Subsp Angustifolia	140MM	233
10	Leptospermum Multicaule	140MM	235
11	Leptospermum Myrtifolium	140MM	235
12	Melaleuca Parvistaminea	140MM	235
13	Calytrix Tetragona	140MM	232
14	Indigofera Australis	140MM	235
15	Eucalyptus Pauciflora	200SR	140
16	Eucalyptus Rubida	200SR	124
17	Eucalyptus Nortonii	200SR	114

ALEXANDER MACONOCHE CENTRE - MAST

ACTIVITY	DUR	START	FINISH	2005	2006	2007	2008	2009	2010

R CONTROL PROGRAMME (6th November 2008)

2005	2006	2007	2008	2009	2010

262	Contractual Completion Date	0 days	Tue 2/09/08	Tue 2/09/08
263	Projected Completion Date	0 days	Fri 19/12/08	Fri 19/12/08
264	Post Completion Period	267 days	Sat 20/12/08	Sat 19/12/09

2009	1	19/12	19/12
------	---	-------	-------

169



Returned
128 AUG 2008
Through MS



ACT DEPARTMENT OF JUSTICE
& COMMUNITY SAFETY

Received
11 AUG 2008
Through MS

Submission No - 200800591
Schedule No 2008 AHM 00061
Date Rec'd Minister's Office .../.../...

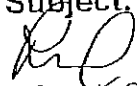
MINUTE

To: Chief Minister

From: A/g Executive Director, Corrective Services

Date: 12 August 2008

Subject: Inspection of the Alexander Maconochie Centre on 22 August 2008


Deputy CEO 12/8/08

Recommendation

That you note the following information regarding your inspection of the Alexander Maconochie Centre (AMC) on 22 August 2008.

Critical Times/Urgency

The inspection takes place on Friday 22 August 2008

Background

Construction of the Alexander Maconochie Centre (AMC) is substantially complete. ACT Corrective Services (ACTCS) has accepted and occupied three buildings including the Staff Amenities and Bulk Stores Buildings external to the perimeter and the Industries and Maintenance Building within the perimeter.

Work is continuing on site with the Bovis Lend Lease security systems subcontractor, Chubb, currently installing and testing security systems. This work is the only substantial delay to the site handover to ACTCS.

Architectural inspections to ensure the integrity of construction works with the design are ongoing. Defects are being identified and rectified through this process.

Issues

No issues are foreseen.

Performance Assessment

DUE DATE:/...../..... DATE RECEIVED:/...../.....

SATISFACTORY ☐

UNSATISFACTORY ☐

according to criteria specified in ACT Government Policy Performance Measures

Signature/...../..... Office of the Attorney General

Media Implications
Nil.

Barry Folpp 6207 0374

Action Officer Monda Scoltock **Phone** 6207 0754
AGREED/SIGNED/NOT AGREED/NOTED
Simon Corbell MLA/...../.....

ARRANGEMENTS BRIEF

FUNCTION: Inspection of the Alexander Maconochie Centre (AMC)

VENUE: AMC – Off Monaro Highway, Hume

HOST: Superintendent Howard Jones – (02) 6207 0609

DAY: Friday

DATE: 22 August 2008

TIME: 3pm – 4.30pm

TIME COMMITMENT: 90 minutes (time required for a comprehensive tour of the site)

DRESS CODE: Safety Gear: helmet; steel-capped boots; and safety glasses & vest. These will be provided upon arrival at the Staff Amenities Building.

YOUR ROLE: To inspect the centre.

WHERE TO PARK: Upon arrival, turn left on site entry to access the car park.

WHO WILL MEET YOU: Mr Howard Jones will meet you at the Staff Amenities Building (building directly in front of left car park).

AUDIENCE: Not applicable.

VIPs: Not applicable

PAST INVOLVEMENT:

SENSITIVITIES: Nil

ORDER OF CEREMONIES

3:00pm:	Mr Howard Jones meets the Minister in the Staff Amenities Building.
3:05pm:	Minister dons appropriate safety gear and commences tour.
4:25pm:	Return to Staff Amenities Building and remove safety gear.
4:30pm:	Minister free to depart.



Returned
12 SEP 2008
Through MS

Received
08 SEP 2008
Through MS

ACT DEPARTMENT OF JUSTICE
& COMMUNITY SAFETY

Submission No 200800812
Schedule No 2008 AGS01110
Date Rec'd Minister's Office 19/9/08

MINUTE

To: Attorney General

From: A/g Executive Director, Corrective Services

Date: 9 September 2008

Subject: Alexander Maconochie Centre (AMC) construction contractor –
project completion delays

• Deputy CEO 9/9/08

Recommendation

That you note the following information regarding delays in handover of the AMC to ACT Corrective Services (ACTCS).

Critical Times/Urgency

Not urgent. For your information only.

Background

The AMC main construction contract with Bovis Lend Lease signed in October 2006 stipulated an 83 week construction period providing for an estimated practical completion time of July 2008.

Should BLL delay beyond the approved completion date, the contract provides that the company will incur Liquidated Damages (LDs) in the order of \$44,000 per day, and this by calendar days.

Issues

The current approved completion date for BLL to handover the site to ACTCS is 22 August 2008.

BLL has experienced significant delays with the installation and testing of security systems by BLL sub-contractor, Chubb.

Once Chubb has completed systems installation and testing, Webb Security (subcontracted to AMC design consultants Codd Stenders May and Russell) will

Performance Assessment

DUE DATE:/...../..... DATE RECEIVED:/...../.....

SATISFACTORY ☐

UNSATISFACTORY ☐

according to criteria specified in ACT Government Policy Performance Measures

Signature/...../..... Office of the Attorney General

101

undertake User Acceptance Testing (UAT) of the systems to ensure compliance with the security design brief. It is estimated that Webb will take up to two weeks to complete these works.

Following completion of the UAT, ACTCS will be trained in and test the systems during a period of 28 days. This will be followed by a five-day fault free period which will repeat if any fault is found, from the day on which the fault is identified. This provides that the earliest contract completion date will be 33 days after the completion of the UAT by Webb.

Representatives of Webb have attended the AMC on several occasions recently, only to advise that the systems are not ready for testing. Webb will return to the AMC on 15 September when it is expected that the UAT will commence with UAT completion anticipated by 29 September 2008. 33 days after completion of the UAT brings the earliest contract completion (handover to ACTCS) date to 1 November 2008.

ACTCS requires at least 1 month after handover to install furniture, fittings and equipment and to retrofit minor works to ensure the AMC is safe to receive prisoners.

Given the above, BLL will be liable to pay LDs from 2 September to 1 November 2008, which is the earliest possible contract completion date. It indicates that BLL will be liable for 61 days of LDs at \$44,000 per day, or a total of \$2,684,000.

Media Implications

There are no media implications at this time.

Barry Folpp

Action Officer Helen Rowling Phone 70205

AGREED/SIGNED/NOT AGREED/NOTED

Simon Corbell MLA

15/11/08

MINUTE



Returned
13 OCT 2008
Through MS

Received
24 OCT 2008
Through MS

ACT DEPARTMENT OF JUSTICE
& COMMUNITY SAFETY

Submission No 200800874
Schedule No 2008 AGS 01222
Date Rec'd Minister's Office .../.../... 27 OCT 2008

To: Attorney General

From: A/g Executive Director, Corrective Services

Date: 27 October 2008

Subject: Alexander Maconochie Centre Update

- Deputy CEO 27.10.08
- Executive Director .../.../...

Recommendation

That you note the following.

Critical Times/Urgency

Urgent.

Background

The Department of Justice and Community Safety (JACS) entered into the AMC main construction contract with Bovis Lend Lease (BLL) on the contract commencement date of 11 October 2006. The contract provides for an 83 week period for project completion which was originally projected as 7 May 2008.

Cause of Delays

Performance Assessment

DUE DATE: .../.../... DATE RECEIVED: .../.../...

SATISFACTORY ☐

UNSATISFACTORY ☐

according to criteria specified in ACT Government Policy Performance Measures

Signature .../.../... Office of the Attorney General

14/11/11

In September 2008, BLL advised that security systems sub-contractor Chubb was experiencing substantial issues with the integration of the AMC security systems,

Security System Commissioning

The architect's security sub-contractor, Webb Australia (Webb) has attended the site on four occasions to commence pre-commissioning testing of the security systems. On each occasion Webb has left the site, having identified numerous defects in the system to be rectified before pre-testing can commence. The pre-test period is estimated to take approximately 10 days after which a 28-day commissioning period will commence. Following the 28 day commissioning period, the contract provides for a five-day fault free period. If a fault is identified during the five days, the five day period will recommence from the date on which the fault is identified.

Building Commissioning

Building commissioning has progressed well. Architectural inspections of buildings have resulted in the identification of hundreds of defects, the large majority of which have already been rectified.

Financial Issues

Opening of the AMC

Projected Handover Date

Should the 10 day pre-commissioning of security systems commence on the earliest anticipated date of 29 October 2008, ACTCS would enter the 28 day commissioning period on or about 12 November 2008. At this time, ACTCS could commence installing FF&E and the additional scope of works required to secure the facility. The 28 day commissioning period would cease on 10 December 2008 when we would enter into the five day fault free period.

At this time it is anticipated that no prisoners would be moved to the AMC until January 2009.

Timing of Prisoner Repatriation

The first prisoners to move to the AMC will be a group of 12 to 15 minimum security sentenced prisoners from NSW who will be employed in the kitchen and laundry to prepare the AMC for occupation.

15

Should the anticipated handover date be realised, the AMC would be fully occupied by March 2009.

Media Implications

These matters remain of interest to the media.

Barry Folpp

Action Officer Helen Rowling Phone 70205

AGREED/SIGNED/NOT AGREED/NOTED

Simon Corbell MLA / /

[Handwritten signature and date]
28.10.06

Ockwell, Michael

From: Manley, Thomas MR [Thomas.Manley@defence.gov.au]
Sent: Thursday, 24 July 2008 3:55 PM
To: Ockwell, Michael
Cc: Moore, Renate; treasurer@canberracityband.com; md@canberracityband.com
Subject: RE: ACT Prison Opening [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Michael,

Renate has asked me to provide a quote for the Canberra City Band to perform at the opening of the ACT Prison on 11th September.

We would be delighted to be a part of the opening!

My understanding is that we would provide the following:

- 30 minutes of concert band music from 10:30am to 11am
- National Anthem at around 11:50am for a 12pm finish

For the above (negotiable) services, we would ask for a payment of \$500.

Please let me know if the quote is acceptable, and if so, who we should make the invoice out to. Note: GST is not payable.

Regards,

Thomas Manley

BAND MANAGER, Canberra City Band

Mob: 0413 302 998

Fax: 0413 304 298

bandmanager@canberracityband.com

From: Moore, Renate [mailto:Renate.Moore@act.gov.au]
Sent: Wednesday, 16 July 2008 09:28
To: Manley, Thomas MR
Cc: Ockwell, Michael
Subject: RE: ACT Prison Opening [SEC=UNCLASSIFIED]

Hi Thomas

that would be great. I am on leave for the next 3 weeks, so could you please send the quote to my colleague, Michael Ockwell, who will be looking after the preparations for the opening in my absence?

You can contact him on michael.ockwell@act.gov.au, or phone: 62050387

Thanks for your help

24/07/2008

White, Loreana

From: Scrivener, Sharon
Sent: Wednesday, 6 August 2008 4:36 PM
To: White, Loreana
Subject: RE: Request for the Minister & Chief Minister re official opening of AMC on 11/9/08

it is in your tray - but just use this email

*Sharon Scrivener
Executive Officer to the Chief Minister*

*Phone: 62050287
Fax: 62050433*

From: White, Loreana
Sent: Wednesday, 6 August 2008 4:21 PM
To: Scrivener, Sharon
Subject: FW: Request for the Minister & Chief Minister re official opening of AMC on 11/9/08

We haven't raised a pink on this one yet.

Loreana White
Chief Minister's Function Coordinator
Chief Minister's Support & Protocol
PO Box 1020
Canberra City ACT 2601

Phone: 02 6205 0172
Fax: 02 6205 0289
Email: loreana.white@act.gov.au

From: Morrison, Sylvia
Sent: Wednesday, 6 August 2008 3:39 PM
To: Butters, Andrew
Cc: Colquhoun, Tim; Scrivener, Sharon; White, Loreana
Subject: Request for the Minister & Chief Minister re official opening of AMC on 11/9/08

Hi Andrew

Please organise the following for the Minister attendance at the official opening Alexander Maconochie Centre on Thursday 11 September (currently) at 11:30am.

- arrangements brief
- speech
- media alert
- media release

I understand the Chief Minister will attend & speak so please provide an arrangements brief & speech for him too.

Thanks.

07/08/2008

Rowling, Helen

From: Rowling, Helen
Sent: Wednesday, 13 August 2008 1:18 PM
To: Damian.Dove@lendlease.com.au
Subject: FW: AMC site access/ACTCS

Attachments: AMCBLLaddWorksV2.xls

From: Rowling, Helen
Sent: Wednesday, 13 August 2008 1:14 PM
To: 'Mario.Macri@lendlease.com.au'; 'Damien.Dove@lendlease.com.au'; 'Ross.Norman@lendlease.com.au'
Cc: Folpp, Barry
Subject: AMC site access/ACTCS

Good afternoon all,

In addition, the Attorney General is to conduct an Official Opening on 11 September 2008. This will involve:
10 am commencement on site
The ceremony will be conducted in the Town Square
Approximately 150 guests will be in attendance
A marquee will be erected
The event will take approximately 2 hours in total with the formal ceremony taking about 30 minutes from 10:30.
Media will be in attendance.
ACTCS will do preparation, clean up and supervise the event. Obviously we will meet with you to refine details.

Helen Rowling
Senior Manager, Alexander Maconochie Centre Project
ph: 62070205
fax: 62050379
helen.rowling@act.gov.au
www.cs.act.gov.au/amc



AMCBLLaddWorksV
2.xls (45 KB)



ACT Corrective Services

Rob King

Dear Mr King

I refer to your request of 31 October 2008 under the ACT Freedom of Information Act 1989 (the Act) seeking documents relating to:

"delays in the completion of the electronic security system at the Alexander Maconochie Centre and the consequent delays in the acceptance of prisoners at the centre...."

Your response was sent via express post this morning, however, it has come to my attention that the 'Contract Information' document that was included with your response was incomplete.

Please find enclosed a full copy of this document.

I apologise for this omission.

Yours sincerely

Monda Scoltock
Senior Policy Officer

27 November 2008

