

Virginia Hemsley

To: John England
Cc: Rodney Carsburg
Subject: 210610 Whytecliffe Civil Stormwater_Subcontract
Attachments: JEDCON CONTRACT.pdf; Whytecliffe Pd - BOQ - Rev 4.pdf; C301 Plans.pdf

Hi John,

Congratulations on being awarded the civil stormwater works package at 52 Whytecliffe Parade, Woody Point.

Please find attached Subcontract Agreement and supporting documents for your signing.

Site works to commence around mid July.

Please provide the below as soon as possible:

1. SWMS
2. Public liability and Workers Compensation Insurance

Let me know anything you require prior to works commencing (survey files etc)

Regards,

Virginia Hemsley
Accounts Officer

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The home of building

Subcontract Agreement

Contractor to Subcontractor

FOR RESIDENTIAL & COMMERCIAL BUILDING WORK IN **QUEENSLAND**

Subcontract Agreement SCHEDULE

(SC-2) (01/2019.6)

BETWEEN**ITEM 1 - CONTRACTOR** (Clause 1)

Name (as it appears on the QBCC licence)	Carsburg Civil		
Trading as	Carsburg Civil		
Address	207 Elliott Road Banyo QLD 4014		
ABN	66 631 834 903	QBCC licence number	N/A
Phone 1	041 775 5806	Phone 2	
Email address	neil@carsburgearthmoving.com.au		
Facsimile number			
Is the Contractor a member of Master Builders Queensland?			
☒ Yes ☐ No			

AND**ITEM 2 - SUBCONTRACTOR** (Clause 1)

Name (as it appears on the QBCC licence)	John England Drainage Contractor Pty Ltd		
Trading as	John England Drainage Contractor Pty Ltd		
Address	PO Box 246 Samford Qld 4520		
ABN	26 054 463 099	QBCC licence number	
Phone 1	07 5498 2026	Phone 2	0411 800 812
Email address	jedcon@civildrainage.net.au		
Facsimile number	07 5498 2020		
Is the Subcontractor a member of Master Builders Queensland?			
☐ Yes ☐ No			

ITEM 3 - SUBCONTRACT PRICE (GST exclusive) (Clause 1)

(a) Lump Sum Component (includes Deposit)	
(b) Prime Cost Items (see Part A of the Appendix)	\$18,000.00
(c) Provisional Sums (see Part B of the Appendix)	\$0.00
(d) Subcontract Price (GST exclusive) (a+b+c)	\$18,000.00
(e) GST on Subcontract Price	\$1,800.00
(f) GST Inclusive Subcontract Price (d+e)	\$19,800.00

ITEM 4 - DEPOSIT (Clauses 1 and 10.2)

Deposit (percentage of Subcontract Price)	0%
	\$0.00

ITEM 5 - SCOPE AND EXTENT OF THE SUBCONTRACT WORKS (Clause 1)

NB: Attach additional documents, if appropriate, that describe the scope and extent of the works and include these in **Appendix Part D**

Civil Stormwater complete to plans C301/RevP1 given, including 2x600 & 2x450 gullies & RHS piping to kerb & channel. Refer Quote 4309 dated 06/05/2021

ITEM 6 - LAND (Clauses 1 and 17)

Address	52 Whytecliffe Parade Woody Point QLD 4019		
Lot no.	99 & 100	Plan type (e.g. RP)	
Local government	Moreton Bay Regional Council		

ITEM 7 - AUTHORISED REPRESENTATIVE (Clause 1)

Contractor's Representative (if applicable)	Neil Carsburg
Subcontractor's Representative (if applicable)	John England

ITEM 8 - SUBCONTRACTOR'S MARGIN (Clause 1)

Subcontractor's Margin (if nothing stated, 20%)	0%
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ITEM 9 - DATE FOR COMPLETION (Clauses 1 and 22.1)

Date for Completion	16/07/2021
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ITEM 10 - DEFECTS LIABILITY PERIOD (Clauses 1 and 24)

NB: The **Defects Liability Period** commences on the **Date of Completion**

Defects Liability Period (if nothing stated, twelve (12) months)	12 Months
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ITEM 11 - FORM OF SECURITY (Clause 4.1)

☒ Not Required ☐ Bank Guarantee ☐ Cash Retention ☐ Other (please specify)
 Other (please specify)

ITEM 12 - AMOUNT OF SECURITY (Clause 4.1)

Amount of Security (maximum 5% of the Subcontract Price)	
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ITEM 13 - RETENTION AMOUNT (Clause 4.2)

Percentage to be retained from each progress payment (maximum 10%)	
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ITEM 14 - SECURITY AT COMPLETION (Clause 4.6)

Security to be held after Completion (maximum 2.5% of the Subcontract Price)	
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ITEM 15 - CONSTRUCTION WORKS POLICY (Clause 8.2)

Party responsible for insuring the **Subcontract Works** (if nothing stated, the **Contractor**) ☒ Contractor ☐ Subcontractor

ITEM 16 - PUBLIC LIABILITY INSURANCE (Clause 8.3)

Amount of Public Liability Insurance (if nothing stated, \$10 million per occurrence) \$10,000,000.00

ITEM 17 - ACCESS TO THE SITE (Clauses 17.1 and 17.2)

Party responsible for **Site access** (if nothing stated, the **Contractor**) ☒ Contractor ☐ Subcontractor

(a) Date for providing access 12/07/2021

OR

(b) Time after notice is given for access to the Site Business Days

ITEM 18 - EOT NOTICES (Clause 19.2)

Time to provide an Extension of Time claim 3 Business Days

ITEM 19 - INCLEMENT WEATHER ALLOWANCE (Clause 19.3)

Inclement Weather allowance 5 Days

ITEM 20 - DELAY COSTS (Clause 20)

Is the **Subcontractor** permitted to claim **Delay Costs**? ☐ Yes ☒ No

ITEM 21 - LIQUIDATED DAMAGES (Clause 23)

Do Liquidated Damages apply to the **Subcontract**? ☐ Yes ☒ No

(a) Liquidated Damages rate per Day

(b) Limit on Liquidated Damages

ITEM 22 - PROGRESS CLAIMS (Clause 26.1)

Progress Claims are to be submitted ☐ (a) on Completion OR ☒ (b) on the Day of the period noted below OR ☐ (c) at the times provided in Part E of the Appendix

(a) on Completion:

(b) **Progress Claims** to be submitted each ☐ Week ☐ Fortnight ☒ Month

and submitted on the 28th Day of the period

(c) at the times provided in Part E of the Appendix

ITEM 23 - ACCOUNT FOR PAYMENTS (Clause 26.4)

Account name

Financial institution at which account is kept

BSB No.

Account No.

ITEM 24 - PAYMENT PERIOD (Clause 26.5)

Time for payment of a Progress Claim or a Final Claim after the Submission Date	25 Business Days
(if nothing stated, 25 Business Days)	
NB: If section 67U of the <i>Queensland Building and Construction Commission Act 1991</i> applies, refer to Clause 26.5 .	

ITEM 25 - INTEREST (Clause 26.6)

Interest rate	
(if nothing stated, the rate stated in section 67P of the <i>Queensland Building and Construction Commission Act 1991</i>)	

ITEM 26 - SPECIAL CONDITIONS (Clause 36)

Are there any special conditions forming part of the Subcontract ?	☐ Yes ☒ No
(if yes, complete Part E of the Appendix)	

APPENDIX

APPENDIX

THE APPENDIX TO THE SCHEDULE MUST BE COMPLETED WHERE APPLICABLE.

PART A - ALLOWANCES FOR PRIME COST ITEMS (if applicable)

This is to be read in conjunction with Clause 5 of the General Conditions

Description of each Prime Cost Item	Quantity	Allowance per unit (GST exclusive)	Total allowance for the Prime Cost Item (GST exclusive)
1. Civil Stormwater complete to plans C301/RevP1 Refer BOQ	1	\$18,000.00	\$18,000.00
Total of Prime Cost Items (GST exclusive)			\$18,000.00
(This total has been transferred to Item 3(b) of the Schedule)			

PART B - ALLOWANCES FOR PROVISIONAL SUMS (if applicable)

This is to be read in conjunction with Clause 5 of the General Conditions

Description of each Provisional Sum	Total allowance for the Provisional Sum (GST exclusive)
1. example - Installation only of laminated flooring	
2.	
Total of Provisional Sums (GST exclusive)	\$0.00
(This total has been transferred to Item 3(c) of the Schedule)	

PART C - DRAWINGS AND SPECIFICATIONS

Drawings

Drawing No.	Issue	Prepared by	Brief description of drawing
C301	RevP1	EDGE	Site Works and Drainage Layout Plan

Specifications

	Details
1.	

PART D - OTHER DOCUMENTS

Bill of Quantities (set out relevant sections of BOQ):

	Details
1.	Refer attached BOQ

Other Documents

	Details
1.	Scope of Works

PART E - SPECIAL CONDITIONS (Item 26) (Clause 36)

Any Special Conditions in addition to, or in amendment of, the General Conditions must be set out below.
(Number each Special Condition - e.g. SC1, SC2 - or, if applicable, refer to the specific clause in the General Conditions affected).

Special Condition No.	Details of Special Conditions	General Condition affected (if applicable)
SC		
SC		

AGREEMENT

AGREEMENT

The **Contractor** and the **Subcontractor** agree that the **Subcontractor** is to carry out and complete the **Subcontract Works**, and the **Contractor** must pay the **Subcontractor** the **Subcontract Price**, as adjusted under the **Subcontract**, for the **Subcontract Works** in accordance with the provisions of the **Subcontract**.

SIGNED - CONTRACTOR

Signed by, or for and on behalf of, the **Contractor**

Signature

Printed name

Date

SIGNED - SUBCONTRACTOR

Signed by, or for and on behalf of, the **Subcontractor**

Signature

Printed name

Date

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SUBCONTRACT AGREEMENT - GENERAL CONDITIONS

1 DEFINITIONS

NOTE: In the **Subcontract**, certain words and phrases used throughout are defined, and are shown in bold when used (e.g. **Contractor**).

In the **Subcontract**, except where the context otherwise requires:

Act	means the <i>Queensland Building and Construction Commission Act 1991</i> ;
Appendix	means the Appendix to the Schedule of the Subcontract ;
Business Day	means a Day that is not: • a Saturday or Sunday; or • a public holiday in the place in which any relevant act is to be or may be done; or • any day occurring within the period 22 December to 10 January.
Commission	means the Queensland Building and Construction Commission;
Completion	means that stage of the Subcontract Works when: a) the Subcontract Works are completed in compliance with the Subcontract, including all Drawings and Specifications, without any defects or omissions other than minor defects or minor omissions that: i) do not prevent the Subcontract Works from being used for their stated purpose; ii) the Subcontractor has reasonable grounds for not promptly rectifying; and iii) the rectification of which will not prejudice the convenient use of the Subcontract Works; b) all commissioning, testing and training which are required by the Subcontract to be carried out and passed before the Subcontract Works reach Completion, have been carried out and passed; and c) documents and other information required under the Subcontract, including 'Operation and Maintenance Manuals', as-built drawings, warranties, and certificates (including Form 15s and 16s where relevant) which are required for the use and operation of the Subcontract Works, have been provided to the Contractor;
Construction Works Policy	means a policy of insurance providing indemnity to the Subcontractor , the Contractor , and the Subcontractor's subcontractors against liability for physical loss, destruction or damage to the Subcontract Works , or to materials and goods on or adjacent to the Land ;
Contractor	means the person stated in Item 1 of the Schedule and includes the Contractor's permitted assignees and transferees;
Contractor's Client	means the person to whom the Contractor has contracted under the Head Contract and includes the Contractor's Client's administrators, permitted assignees and transferees;
Contractor's Representative	means the person stated in Item 7 of the Schedule ;
Date for Completion	means the date stated in Item 9 of the Schedule by which the Subcontract Works are to be brought to Completion , as adjusted from time to time under the Subcontract ;
Date of Completion	means the date on which the Subcontract Works reach Completion ;
Days	means calendar days;
Defects Liability Period	means the period commencing on the Date of Completion and ending on the later of the following events: a) the period stated in Item 10 of the Schedule and as extended in accordance with Clause 24.4; b) the Contractor being satisfied that the Subcontract Works have been satisfactorily tested by being used as an integral component of the use of the work carried out under the Head Contract; c) after the Subcontractor has completed all of the work under the Subcontract; d) the last day of any defects liability period applicable to the Head Contract;
Deposit	means the amount stated in Item 4 of the Schedule to be paid by the Contractor to the Subcontractor under Clause 10.2 of the Subcontract ;
Direction	includes, but is not limited to, any agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection,

	request, or requirement;
Drawings	means the plans (including, but not limited to, elevations, sections and details relating to the Subcontract Works) and designs relating to the Subcontract Works described in Part C of the Appendix ;
Due Date for Payment	means the date calculated in accordance with Clause 26.5;
Final Claim	means a claim for payment made in accordance with Clause 26.2;
Head Contract	means the contract between the Contractor and the Contractor's Client which governs the construction of the whole of the work to be carried out and completed on the Site by the Contractor , of which the Subcontract Works forms a part;
Inclement Weather	means the existence of weather conditions, including, but not limited to, rain, wind, heat, cold, humidity, hail, snow, sleet, dew, fog, storm, dust, or flood, and their after-effects which have an adverse impact on the diligent, usual or safe carrying out of the Subcontract Works by the Subcontractor or the Subcontractor's subcontractors;
Information System	means a system for generating, sending, receiving, storing, or otherwise processing electronic communications;
Land	means the land described in Item 6 of the Schedule on which the Subcontract Works are to be carried out;
Latent Condition	means any physical condition, including artificial things, on or around the Land , including surface and subsurface conditions, which differ materially from the physical conditions reasonably expected by a competent subcontractor at the date of the formation of the Subcontract ;
Payment Schedule	means a document given by the Contractor to the Subcontractor in accordance with Clause 26.3;
Possession	means when the Subcontract Works , or any part of the Subcontract Works , are taken over, occupied or used by the Contractor or the Contractor's employees, other contractors or agents;
President	means the President of Master Builders Queensland;
Prime Cost Item	means an item (for example, a fixture or fitting) that either has not been selected, or the price of which is not known, at the date of the formation of the Subcontract , and the cost for the supply and delivery of which the Subcontractor has made a reasonable allowance in the Subcontract ;
Progress Claim	means a claim for payment made in accordance with Clause 26.1;
Provisional Sum	means an estimate of the cost of carrying out particular work (including the cost of supplying any materials needed for the work) under the Subcontract for which the Subcontractor , after having made all reasonable enquiries, could not state a definite amount at the date of the formation of the Subcontract ;
Schedule	means the schedule contained in the Subcontract ;
Security	means any moneys, bank guarantees, bonds, or other valuable security provided in accordance with Clause 4;
Site	means that part of the Land necessary to be occupied and used by the Subcontractor for the construction of the Subcontract Works ;
Specifications	means the specifications relating to the Subcontract Works described in Part C of the Appendix ;
Statutory Requirements	includes, but is not limited to, any legislation, delegated (including, but not limited to, subordinate) legislation, permit, approval, or other law or legal requirement, and any Direction from, or requirement of, a local government or other entity having jurisdiction over the carrying out of the Subcontract Works ;
Subcontract	means these general conditions, any special conditions set out in Part E of the Appendix , the Schedule , the Drawings , the Specifications , and anything else annexed to, or incorporated by reference into, the Subcontract ;
Subcontract Price	means the amount stated in Item 3 of the Schedule , as adjusted from time to time under the Subcontract ;
Subcontract Works	means the whole of the work to be carried out by the Subcontractor under the Subcontract , a description of which is contained in Item 5 of the Schedule and includes Variations to the Subcontract Works ;
Subcontractor	means the person stated in Item 2 of the Schedule and includes the Subcontractor's permitted assignees and transferees;

Subcontractor's Margin	means the margin stated in Item 8 of the Schedule to be applied in accordance with the Subcontract ;
Subcontractor's Representative	means the person stated in Item 7 of the Schedule ;
Submission Date	means the date on which the Subcontractor submits (as the case may be) a Progress Claim or the Final Claim to the Contractor ;
Substantial Breach	means a party's failure or refusal to perform a substantial obligation under the Subcontract ;
Tribunal	means the Queensland Civil and Administrative Tribunal established under the <i>Queensland Civil and Administrative Tribunal Act 2009</i> ;
Variation	whether agreed by the parties, deemed under the Subcontract , or otherwise, means to vary the Subcontract Works by: - changing the nature or scope of the work that the Subcontractor is required to carry out under the Subcontract, including the omission of work from the Subcontract Works; or - changing the manner or sequencing in which the Subcontractor is required to carry out the work under the Subcontract;
WHS Act	means (separately and together) the <i>Work Health and Safety Act 2011</i> (Qld) as amended from time to time and includes related Acts and Regulations; and
WHS Management Plan	means a document prepared by the Subcontractor in respect of the Subcontract Works which sets out the way in which the Subcontract Works are to be carried out in order to comply with the requirements of the WHS Act .

2 INTERPRETATION

In the **Subcontract**:

- headings and explanatory notes do not form part of the **Subcontract**, and cannot be used in its interpretation;
- words in the singular include the plural and vice versa, according to the requirements of the context;
- references to a person include an individual, firm or body corporate or unincorporated;
- if the time for making any payment or doing any other act required or permitted by the **Subcontract** falls on a **Day** which is not a **Business Day**, then the time for making the payment or doing the act is deemed to be the next **Business Day**; and
- a reference to "including", "includes", or "include" is to be read as followed by the words "without limitation".

3 DISCREPANCIES AND AMBIGUITIES

3.1 Parties to consult if discrepancy or ambiguity found

If either party finds any discrepancy or ambiguity in the **Subcontract**, that party must notify the other party in writing. The parties agree to consult with each other in an attempt to resolve the discrepancy or ambiguity. Failing resolution, the discrepancy or ambiguity is to be resolved in accordance with Clause 3.2, or if that Clause should not resolve the discrepancy or ambiguity, then in accordance with Clause 32. If the resolution of the discrepancy or ambiguity causes the **Subcontractor** to incur more or less cost than the **Subcontractor** could reasonably have anticipated at the date of the formation of the **Subcontract**, the difference is to be valued under Clause 25.7.

3.2 Order of precedence of documents

Subject to Clause 3.1, any discrepancy or ambiguity in or between any documents comprising the **Subcontract** is to be resolved by adopting the following order of precedence:

- any special conditions set out in Part E of the **Appendix**;
- these general conditions;
- the **Drawings**;
- the **Specifications**; and
- any other subcontract documents.

3.3 Figured dimensions prevail over scaled dimensions

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions prevail.

4 SECURITY

4.1 Subcontractor's Security

- This Clause 4 only applies if **Security** is required by Item 11 of the **Schedule** to be provided.
- The **Subcontractor** must provide **Security** in the form stated in Item 11 of the **Schedule** in the amount stated in Item 12 of the **Schedule**.
- If **Security** is to be provided in any form other than cash retention, such **Security** must be provided to the **Contractor** a minimum of 5 **Business Days** prior to commencing the **Subcontract Works**.

4.2 Cash Retention

If stated in Item 11 of the **Schedule** that **Security** is to be provided in the form of cash retention, and subject to the **Subcontract**, the **Contractor** may deduct from any amount due to the **Subcontractor**, and retain, the percentage of the amount due stated in Item 13 of the **Schedule** until the total amount retained by the **Contractor** equals the amount stated in Item 12 of the **Schedule**.

4.3 Secure Subcontractor's performance

Security provided by the **Subcontractor** to the **Contractor** under Clause 4 is for the purpose of securing the performance of the **Subcontractor's** obligations under the **Subcontract** by the **Subcontractor** including the **Subcontractor's** obligation to rectify defects.

4.4 Replacement Security

- a) In replacement of, or instead of, all or any part of the amount retained, or that could be retained, by the **Contractor** under Clause 4.2, the **Subcontractor** may, at any time, give to the **Contractor** one or more bank guarantees, bonds, or other valuable securities. Within two (2) **Business Days** after receipt of replacement security, the **Contractor** must release all or that part of the amount retained by the **Contractor** under Clause 4.2 for which the **Subcontractor** has given to the **Contractor** replacement security.
- b) In replacement of, or instead of, a bank guarantee, bond, or other valuable security provided under Clause 4.4(a), the **Subcontractor** may, at any time, elect to replace the bank guarantee, bond, or other valuable security with cash retention. The **Contractor** must retain the amount so elected by the **Subcontractor** from the next payment made to the **Subcontractor** under Clause 26 and must return the bank guarantee, bond, or other valuable security to the **Subcontractor** within two (2) **Business Days** of doing so.

4.5 Recourse to Security

The **Contractor** may use, or convert and use, all or any part of the **Security** held under Clause 4 to obtain an amount due from the **Subcontractor** to the **Contractor** under the **Subcontract** only if:

- a) the **Contractor** gives the **Subcontractor** a written notice of the **Contractor's** intention to use, or convert and use, the **Security**;
- b) the notice was given within twenty-eight (28) **Days** after the **Contractor** becomes aware, or ought reasonably to have become aware, of the **Contractor's** right to obtain the amount due from the **Subcontractor**;
- c) the notice sets out the proposed use and the amount owed; and
- d) the amount due is a debt due from the **Subcontractor** to the **Contractor** because of circumstances associated with the **Subcontractor's** performance of the **Subcontract**.

4.6 Reduction of Security

Upon **Completion**, the **Contractor's** entitlement to the **Security** is reduced to the percentage stated in Item 14 of the **Schedule**.

4.7 Release of Security

- a) The **Contractor** must release **Security** when all amounts owed to the **Contractor** by the **Subcontractor** as set out in a **Payment Schedule** given in response to a **Final Claim** have been paid to the **Contractor**.
- b) The **Subcontractor** must submit a **Final Claim** for the release of any **Security** that is in the form of cash retention.

5 PRIME COST ITEMS AND PROVISIONAL SUMS

5.1 Contractor to provide Directions relating to Prime Cost Items or Provisional Sums

If the **Subcontract** includes any **Prime Cost Items** or **Provisional Sums** in Part A or Part B of the **Appendix**, the **Contractor** must give to the **Subcontractor** all necessary written and signed **Directions** requested by the **Subcontractor** regarding the selection or supply of the item or work represented by a **Prime Cost Item** or **Provisional Sum** within five (5) **Business Days** of the **Subcontractor's** request.

5.2 Subcontractor to provide notice to Contractor where a Prime Cost Item is unavailable

If any **Prime Cost Item** selected by the **Contractor** is unavailable or will, in the opinion of the **Subcontractor**, unduly delay the progress of the **Subcontract Works**, the **Contractor** must specify in writing to the **Subcontractor** an alternative item within five (5) **Business Days** of the **Subcontractor's** request to do so

5.3 If Contractor fails to specify alternative Prime Cost Item

If the **Contractor** fails to comply with Clause 5.2, the **Subcontractor** may select and supply an alternative **Prime Cost Item** as near as reasonably possible in quality to the originally selected **Prime Cost Item**.

5.4 Subcontract Price adjustment where cost is less than allowance

If the actual cost of a **Prime Cost Item**, or the actual cost of the work in respect of a **Provisional Sum**, is less than the total amount allowed for that item or work in Part A or Part B of the **Appendix**, the difference between the two amounts is to be deducted from the **Subcontract Price**. The **Subcontractor** must provide the **Contractor** with evidence of the actual cost of a **Prime Cost Item**.

5.5 Subcontract Price adjustment where cost exceeds allowance

If the actual cost of a **Prime Cost Item**, or the actual cost of the work in respect of a **Provisional Sum**, exceeds the total

amount allowed for that item or work in Part A or Part B of the **Appendix**, the excess amount plus the **Subcontractor's Margin** applied to that excess amount is to be added to the **Subcontract Price** provided the **Subcontractor** has provided the **Contractor** with evidence of the actual cost of the **Prime Cost Items** or the work in respect of the **Provisional Sum**.

6 LATENT CONDITIONS

6.1 Subcontractor to notify Contractor of Latent Condition

The **Subcontractor** must, on becoming aware of a **Latent Condition**, promptly give to the **Contractor** a written notice describing the **Latent Condition**, the **Subcontractor's** estimate of the work required to overcome the **Latent Condition**, and the **Subcontractor's** estimate of the time required to overcome the **Latent Condition**. The **Subcontractor** must not carry out any work required to overcome the **Latent Condition** until directed to do so by the **Contractor**.

6.2 Contractor's written notice

Within two (2) **Business Days** after receiving a notice under Clause 6.1 provided by the **Subcontractor**, the **Contractor** must give to the **Subcontractor** a written notice setting out full details of the work that the **Subcontractor** is required to carry out to remedy or otherwise overcome the **Latent Condition**, together with all necessary specifications, drawings and other design documents for that work.

6.3 Variation due to Latent Condition

The **Subcontractor** must vary the **Subcontract Works** to overcome any notified **Latent Condition** by undertaking the works as directed by the **Contractor** under Clause 6.2. The **Variation** is to be valued in accordance with Clause 25.7.

6.4 Contractor's failure to agree to Variation

If the **Contractor** fails to agree to a **Variation** required to overcome a **Latent Condition** in writing, then the dispute arising as a result is to be resolved in accordance with Clause 32.

7 STATUTORY REQUIREMENTS

7.1 Compliance with Statutory Requirements

The **Subcontractor** must:

- a) comply with all **Statutory Requirements** relating to the **Subcontract Works**;
- b) obtain any consent, approval and permit that are expressly required to be obtained and paid for by the **Subcontractor** under the **Subcontract**; and
- c) give any notice or report, and pay any fee, in order to comply with this Clause.

7.2 Increased cost of compliance

If the cost to the **Subcontractor**:

- a) in complying with all **Statutory Requirements**, increases after the date that is two (2) weeks prior to the date of the formation of the **Subcontract**; or
- b) in carrying out the **Subcontract Works**, increases after the date that is two (2) weeks prior to the date of the formation of the **Subcontract** as a result of the introduction or increase of any fee, tax, duty, charge, levy, other impost or regulation,

the amount of the increase is to be added to the **Subcontract Price**.

7.3 Variation due to compliance with Statutory Requirements

If the **Subcontractor's** compliance with a **Statutory Requirement** requires a **Variation** to the **Subcontract Works**, the **Contractor** must, within five (5) **Business Days** after receiving a **Variation Document** provided by the **Subcontractor** that complies with the requirements set out in Clause 25.6, give to the **Subcontractor** a written notice agreeing to the **Variation**.

7.4 Contractor's failure to agree to Variation

If the **Contractor** fails to agree to a **Variation** submitted pursuant to Clause 7.3, then the dispute arising as a result is to be resolved in accordance with Clause 32.

8 INSURANCE

8.1 Statutory insurance obligations

The **Subcontractor** must take out and maintain all policies of insurance, including, for example, **WorkCover** in respect of its workers, required to be taken out and maintained by the **Subcontractor** by a **Statutory Requirement** relating to the **Subcontract Works**.

8.2 Construction Works Policy

The party stated in Item 15 of the **Schedule** must take out and maintain a **Construction Works Policy** for the full insurable value of the **Subcontract Works** from the date that is five (5) **Business Days** after the date of the formation of the **Subcontract**, but no later than two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, until the **Date of Completion**. The **Construction Works Policy** must note the **Subcontractor** and the **Contractor** as Insureds under the policy.

8.3 Public liability insurance to be provided by Subcontractor

The **Subcontractor** must take out and maintain a public liability insurance policy for an amount not less than the amount stated in Item 16 of the **Schedule** from the date that is five (5) **Business Days** after the date of the formation of the **Subcontract**, but no later than two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, until the expiry of the **Defects Liability Period**. The public liability insurance policy must cover the **Subcontractor** and the **Contractor** for their liabilities to third parties in respect of personal injury to, or death of, any person (other than liability which is required by law to be insured under a workers compensation policy of insurance), and loss or damage to property except the **Subcontract Works**, arising out of, or in connection with, the **Subcontract Works**. The public liability insurance policy must note the **Subcontractor** and the **Contractor** as Insureds under the policy.

8.4 **Responsibility if loss caused by Contractor**

To the maximum extent permitted by law, the **Subcontractor** is not liable, and does not provide any indemnity, to the **Contractor**, the **Contractor's** employees or agents, or any other person for whom the **Contractor** is responsible for any injury or death to any person, or loss or damage to any property, which arises as a result of any act or omission by the **Contractor**, or any person for whom the **Contractor** is responsible, and in respect of such claims the **Contractor** must indemnify the **Subcontractor**.

8.5 **Evidence of policies to be provided on written request**

A party required to take out and maintain a policy of insurance under this Clause must:

- take out and maintain the policy of insurance with a reputable insurer; and
- if the other party gives a written notice requesting to view the policy of insurance, make available for the other party to view the current policy of insurance within five (5) **Business Days** after the giving of the notice.

9 **SUBCONTRACTOR'S WARRANTIES**

9.1 **Warranties relating to the carrying out of the Subcontract Works**

The **Subcontractor** warrants that the **Subcontractor** will carry out the **Subcontract Works**:

- with reasonable care and skill;
- in accordance with the **Drawings** and the **Specifications**;
- with reasonable diligence; and
- in accordance with all relevant laws and legal requirements, including, for example, the *Building Act 1975* and the National Construction Code.

9.2 **Warranties relating to suitability of materials**

Subject to Clause 9.3, the **Subcontractor** warrants that all materials to be supplied by the **Subcontractor** for use in the **Subcontract Works**:

- will be free from defects and, having regard to generally accepted practices or standards applied in the building and construction industry for the materials, or the specifications, instructions or recommendations of manufacturers or suppliers of the materials, suitable for the purpose for which they are to be used; and
- unless expressly stated otherwise elsewhere in the **Subcontract** or the parties have agreed in writing otherwise, will be new.

9.3 **Applicability of Clause 9.2**

Clause 9.2 does not apply if the **Contractor** is responsible for nominating the materials to be supplied by the **Subcontractor** for use in the **Subcontract Works** notwithstanding any recommendation, representation, suggestion or other approach having been made to the **Contractor** by the **Subcontractor**:

- supporting, or approving, the use of the materials; or
- criticising, or disapproving the use of, other materials that could be considered to be appropriate for use for the purpose for which the materials nominated by the **Contractor** are to be used,

and there are no reasonable grounds for not using the materials or, if there are reasonable grounds for not using the materials, the **Contractor** insists on the materials being used despite written advice to the contrary given to the **Contractor** by the **Subcontractor**.

9.4 **Subcontractor's Payment Claims**

By submitting a **Progress Claim** or a **Final Claim**, the **Subcontractor** warrants that it holds the appropriate licence to carry out the **Subcontract Works** where required to do so by the **Act**.

10 **CONTRACTOR'S OBLIGATIONS**

10.1 **Contractor's obligation to pay the Subcontract Price**

The **Contractor** must pay the **Subcontractor** the **Subcontract Price** in accordance with the **Subcontract**.

10.2 **Contractor's obligation to pay Deposit**

The **Contractor** must pay the **Deposit** to the **Subcontractor** within five (5) **Business Days** after the date of the formation of the **Subcontract** or two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, whichever is the earlier.

10.3 **Materials supplied by Contractor to be new, good and suitable for their purposes**

Unless expressly stated otherwise elsewhere in the **Subcontract**, if the **Contractor** is to supply materials for use in the **Subcontract Works**, the **Contractor** must supply materials which are new, good and suitable for the purposes for which

they are to be used and comply with any relevant Australian Standards or Codes, and where requested by the **Subcontractor**, provide written evidence of the materials' compliance.

10.4 Documents supplied by Contractor

If the **Contractor** supplies any documents to the **Subcontractor** relating to the **Subcontract Works**, the **Contractor**:

- a) warrants that the documents or data are, or will be, accurate, suitable for the purposes for which they will be used and appropriate in all respects for the **Land** (including the **Site**);
- b) warrants that the documents or data comply with all **Statutory Requirements** relating to the **Subcontract Works**;
- c) warrants that all consents, approvals and permits necessary for the lawful commencement of, and the carrying out of, the **Subcontract Works** have been obtained, and all related fees and charges have been paid, except to that extent which any such necessary consent, approval or permit is expressly required to be obtained and paid for by the **Subcontractor** under the **Subcontract**;
- d) acknowledges that it is, and will continue to be, reasonable for the **Subcontractor** to rely on the documents or data; and
- e) must supply a sufficient number of copies to enable the **Subcontractor** to perform the **Subcontract Works**, and to obtain necessary approvals if the **Subcontractor** is required to do so under the **Subcontract**.

10.5 Communications between Contractor and Subcontractor

The **Contractor** must not give **Directions** to the **Subcontractor's** employees or subcontractors. The **Contractor** is not entitled to rely on any statements made or representations given by the **Subcontractor's** employees or subcontractors other than those personally made or given by the **Subcontractor** and later confirmed in writing.

10.6 Intellectual property rights warranty if Contractor provides design

The **Contractor** warrants that:

- a) any **Drawings** or **Specifications** supplied by the **Contractor**; or
- b) any document which incorporates designs which were prepared:
 - i) under instruction, supervision or direction from the **Contractor**; or
 - ii) from sketches supplied by the **Contractor**;

do not infringe any copyright, moral right or other intellectual property right. The **Contractor** indemnifies the **Subcontractor** against all actions, proceedings, claims, demands, costs, losses, and damages in respect of any actual or alleged infringement of any copyright, moral right, or other intellectual property right by the **Subcontractor** as a result of the carrying out of the **Subcontract Works**.

11 SUBCONTRACTOR'S INDEMNITY

- a) Insofar as this Clause applies to property, it applies to property other than **Subcontract Works**.
- b) The **Subcontractor** indemnifies, and will keep indemnified, the **Contractor** against:
 - i) any loss of or damage to the **Contractor's Client's** or the **Contractor's** property including existing property in or upon which **Subcontract Works** is being carried out; and
 - ii) claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the carrying out of the **Subcontract Works** and is due to the negligent act, omission or default of the **Subcontractor** or the **Subcontractor's** agent or contractors.
- c) The **Subcontractor's** liability will be reduced proportionately to the extent that any negligent act, omission or default of the **Contractor** or any person other than the **Subcontractor** for whom the **Contractor** is responsible may have contributed to such personal injury, death, loss or damage.
- d) The **Contractor** must take reasonable steps to mitigate any loss or damage caused, or contributed to, by the causes listed in this Clause.

12 CONTRACTOR'S INDEMNITY

- a) The **Contractor** indemnifies, and will keep indemnified, the **Subcontractor** against any claim, demand, loss, damage, cost, expenses, or liability arising out of:
 - i) any negligent act or omission of the **Contractor** or the **Contractor's** consultants, agents or contractors;
 - ii) any breach of contract or statutory duty by the **Contractor** or the **Contractor's** consultants, agents or contractors; and
 - iii) damage which is the unavoidable result of the construction of the **Subcontract Works** in accordance with the **Subcontract**.
- b) The **Contractor's** liability will be reduced proportionately to the extent that any negligent act, omission or default of the **Subcontractor** or any person other than the **Contractor** for whom the **Subcontractor** is responsible may have contributed to such personal injury, death, loss or damage.
- c) The **Subcontractor** must take reasonable steps to mitigate any loss or damage caused, or contributed to, by the causes listed in this Clause.

13 CLEANING UP

- a) Insofar as it relates to the **Subcontract Works**, the **Subcontractor** must:
 - i) keep the **Site** and the **Subcontract Works** clean and tidy; and
 - ii) regularly remove rubbish and surplus material from the **Site**.
- b) The **Contractor** may, at any time, direct the **Subcontractor** to clean and tidy the **Site** or remove rubbish or surplus material from the **Site**.
- c) Within ten (10) **Business Days** after the **Date of Completion**, the **Subcontractor** must remove temporary works and constructional plant. The **Contractor** may extend the period within which the **Subcontractor** must remove temporary works and constructional plant from the **Site** to enable the **Subcontractor** to perform outstanding obligations under the **Subcontract**.
- d) If the **Subcontractor** fails to comply with any obligation imposed by this Clause, the **Contractor** may direct the **Subcontractor** to rectify the non-compliance and provide the time for rectification. If the **Subcontractor** fails to comply with such a **Direction** by the time stated in the **Direction** for rectification, the **Contractor** may perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons. The reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**. The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

14 PROTECTION OF PERSONS AND PROPERTY

- a) In carrying out the **Subcontract Works**, the **Subcontractor** must:
 - i) provide all things and take all measures necessary to protect persons and property;
 - ii) avoid unnecessary interference with the passage of persons or anything used for transportation; and
 - iii) prevent nuisance and unreasonable noise and disturbance to persons or property.
- b) The **Contractor** may direct the **Subcontractor** to comply with this Clause and may specify such measures as are reasonably necessary to so comply. The **Subcontractor** is bound to carry out all such measures as directed.
- c) If the **Subcontractor**, or the **Subcontractor's** agents or contractors, damage property, including but not limited to public utilities and services and property on or adjacent to the **Site**, the **Subcontractor** must promptly make good the damage and pay any compensation which the law requires the **Subcontractor** to pay.
- d) If the **Subcontractor** fails to comply with an obligation under this Clause, the **Contractor** may direct the **Subcontractor** to rectify the non-compliance and provide the time for rectification. If the **Subcontractor** fails to comply with such a **Direction** by the time stated in the **Direction** for rectification, the **Contractor** may perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons. The reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**. The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

15 CARE OF THE SUBCONTRACT WORKS

From the commencement of the **Subcontract Works** through to the **Date of Completion**, the **Subcontractor** is responsible for the care of the **Subcontract Works** including:

- a) all materials and plant which are the property of the **Subcontractor**, or the **Subcontractor's** agents or contractors, which are used or intended to be used for the purpose of carrying out the **Subcontract Works**; and
- b) all materials and plant entrusted to the **Subcontractor**, or the **Subcontractor's** agents or subcontractors, by the **Contractor** for the purpose of carrying out the **Subcontract Works**.

16 DEFECTIVE WORK

- a) If the **Contractor** discovers material or work carried out by the **Subcontractor** which is not in accordance with the **Subcontract** ('defective work'), the **Contractor** may, at any time up to the expiration of the **Defects Liability Period**, direct the **Subcontractor** to remove, rectify, reconstruct, replace, or correct that part of the **Subcontract Works** that does not comply with the **Subcontract**. The **Contractor** may direct the times within which the **Subcontractor** must commence and complete the removal, rectification, reconstruction, replacement, or correction.
- b) The **Subcontractor** must, at its own cost, comply with any **Direction** given by the **Contractor** in accordance with Clause 16(a) within the timeframes provided in the **Direction** or, if no timeframes are provided, then within five (5) **Business Days**.
- c) If the **Subcontractor** fails to comply with an obligation under this Clause, the **Contractor** may:
 - i) perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons, and the reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**; or
 - ii) in its absolute discretion, accept the defective work and, if it does so, the **Contractor** may reduce the **Subcontract Price** by taking into account:
 - A) the diminution in the value of the work because of the defective work; or

B) the cost from which the **Subcontractor** is relieved of in not rectifying the defective work.

d) The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

17 THE LAND

17.1 Subcontractor to have access to the Site and existing buildings

The **Contractor** must provide to the **Subcontractor** access to the **Site**, and all reasonably required access to any existing buildings on the **Land** necessary to carry out the **Subcontract Works**, by:

- a) if a date is stated in Item 17(a) of the **Schedule**, the stated date; or
- b) if a time is stated in Item 17(b) of the **Schedule**, the end of the stated period commencing on the **Day** the **Contractor** provides notice to the **Subcontractor** of access to the **Site**.

17.2 Access to the Site

- a) The party stated in Item 17 of the **Schedule** is responsible for providing and maintaining access to the **Site** for any persons, vehicles or machinery reasonably necessary for the carrying out of the **Subcontract Works**.
- b) If the party stated in Item 17 of the **Schedule** is the **Contractor**, and the **Site** becomes inaccessible due to any reason beyond the control of the **Subcontractor**, any costs incurred by the **Subcontractor** in obtaining sufficient access to the **Site**, together with the **Subcontractor's Margin**, is to be added to the **Subcontract Price**.

17.3 Evidence of boundaries or position of the Land to be provided by Contractor

If relevant to the performance of the **Subcontract Works**, and if requested in writing by the **Subcontractor**, the **Contractor** must, within five (5) **Business Days** after the **Subcontractor's** request, give to the **Subcontractor** satisfactory written evidence of the boundaries or position of the **Land**, and the **Contractor** warrants that such evidence will be accurate.

18 COORDINATION OF THE SUBCONTRACT WORKS

- a) The **Subcontractor** must permit the execution of the work on the **Site** by persons engaged by the **Contractor** and must co-operate with the **Contractor's** other subcontractors and with others engaged by the **Contractor** and, subject to the **Contractor** being responsible for the overall coordination of the work under the **Head Contract**, the **Contractor** and the **Subcontractor** agree to coordinate the execution of the **Subcontract Works** with the execution of the work under the **Head Contract**.
- b) The **Contractor** may direct in what order and at what time the various stages or parts of the **Subcontract Works** must be performed. If the **Subcontractor** cannot reasonably comply, the **Subcontractor** must promptly notify the **Contractor** in writing, giving reasons. If the **Direction** differs substantially from what a competent subcontractor would expect at the date of the formation of the **Subcontract**, and compliance with the **Direction** causes the **Subcontractor** to incur more or less cost than would otherwise have been incurred had the **Subcontractor** not been given the **Direction**, the difference is to be valued under Clause 25.7.

19 DELAYS AND EXTENSION OF TIME CLAIMS

19.1 Subcontractor's claim for an extension of time

Subject to Clause 19.2, the **Subcontractor** is entitled to an extension of the **Date for Completion** if the progress of the **Subcontract Works** is delayed as a result of any of the following causes:

- a) a **Variation** of the **Subcontract Works** under the **Subcontract**;
- b) an act or omission of the **Contractor's Client**, the **Contractor's Client's** consultants and agents, the **Contractor**, the **Contractor's Representative**, or the **Contractor's** consultants, other agents or other contractors;
- c) a **Latent Condition**;
- d) a breach of the **Subcontract** by the **Contractor**;
- e) a lawful suspension of the **Subcontract Works**;
- f) claims or proceedings being taken, or threatened to be taken, by a third party that did not arise as a result of any breach by the **Subcontractor** of the **Subcontract**;
- g) proceedings being taken, or threatened by, or disputes with, adjoining neighbouring owner or occupier that did not arise as a result of any breach by the **Subcontractor** of the **Subcontract**;
- h) an act of prevention by the **Contractor** not otherwise covered by this Clause;
- i) **Inclement Weather**, or any conditions arising as a direct or indirect consequence resulting from **Inclement Weather** (subject to Clause 19.3);
- j) industrial action or civil commotion affecting the **Subcontract Works**, any persons employed in respect of the **Subcontract Works**, or the manufacture or supply of materials for the **Subcontract Works**; or
- k) any other cause not reasonably foreseeable at the date of the formation of the **Subcontract**, and beyond the reasonable control of the **Subcontractor**.

19.2 Notice of extension of time

If, at any time prior to the **Subcontract Works** reaching **Completion**, the progress of the **Subcontract Works** was, or will be delayed, as a result of a cause set out in Clause 19.1, the **Subcontractor** must, within the time provided by Item

18 of the **Schedule** of the **Subcontractor** becoming, or ought reasonably to have become, aware of the cause and extent of the delay, give to the **Contractor** a written claim, signed by or on behalf of the **Subcontractor**, for a reasonable extension of the **Date for Completion** that sets out the cause and consequences of the delay.

19.3 Extension for delays involving Inclement Weather

With respect to a cause of delay referred to in Clause 19.1(i), the **Subcontractor** is not entitled to an extension of the **Date for Completion** for any delays resulting from that cause until the allowance for that cause stated in Item 19 of the **Schedule** has been fully exhausted.

19.4 Contractor's assessment of claim

Within ten (10) **Business Days** after receiving the **Subcontractor's** written claim submitted in accordance with Clause 19.2, the **Contractor** must assess the claim and give written notice to the **Subcontractor**:

- a) accepting the claimed extension of the **Date for Completion**; or
- b) if the **Contractor** disputes the **Subcontractor's** entitlement to all or any part of the claimed extension of the **Date for Completion**, give the **Subcontractor** a written notice:
 - i) stating that the **Contractor** disputes the claimed extension of the **Date for Completion**;
 - ii) setting out full details of the **Contractor's** reasons for the dispute; and
 - iii) granting any part of the claimed extension of the **Date for Completion** that is not disputed by the **Contractor**.

19.5 Deemed acceptance

If the **Contractor** fails to give written notice in accordance with Clause 19.4, the **Contractor** is deemed to have accepted the **Subcontractor's** entitlement to, and granted, all of the claimed extension of the **Date for Completion**.

19.6 Contractor's discretion

Where the **Subcontractor** is not entitled to an extension of the **Date for Completion** under this Clause, the **Contractor** may nevertheless, at any time prior to the submission by the **Subcontractor** of a **Final Claim** and at the **Contractor's** sole discretion, extend the **Date for Completion** for any reason by giving the **Subcontractor** a written notice setting out the extension of the **Date for Completion**.

20 DELAY COSTS

- a) This Clause only applies if Item 20 of the **Schedule** provides that the **Subcontractor** is permitted to claim Delay Costs.
- b) If the **Subcontractor** is granted an extension of the **Date for Completion** under Clause 19 for a cause set out in Clause 19.1(a) to (h), the **Subcontractor** is entitled to the reasonable costs (including any additional administration, management or supervisory costs, and overhead) the **Subcontractor** incurs as a consequence of the delay resulting from the relevant cause, provided that the **Subcontractor** gives to the **Contractor**, a written claim for such delay costs and details of the reasonable costs incurred by the **Subcontractor**, by no later than the date that is twenty (20) **Business Days** after the extension of the **Date for Completion** is granted under Clause 19.

21 SUSPENSION OF THE WORKS

21.1 Notice of Suspension

If, at any time prior to the **Subcontract Works** reaching **Completion**, the **Contractor** is:

- a) in **Substantial Breach** of the **Subcontract**, or
- b) fails to comply with an order of a Court or **Tribunal** given in favour of the **Subcontractor** in relation to any issue arising out of, or in connection with, the **Subcontract**,

the **Subcontractor** may give a written notice to the **Contractor**:

- c) describing each alleged breach of the **Subcontract** by the **Contractor** or the **Contractor's** failure; and
- d) stating the **Subcontractor's** intention to suspend the **Subcontract Works** unless the **Contractor** remedies the alleged breach or breaches or failure within five (5) **Business Days** after receiving the **Subcontractor's** notice.

21.2 If Contractor fails to remedy breach or failure, Subcontractor may suspend Subcontract Works

If the **Contractor** fails to remedy the breach or breaches or failure set out in a notice given to it by the **Subcontractor** in accordance with Clause 21.1 within the time stated in that notice, the **Subcontractor** may, without prejudice to any of the **Subcontractor's** other rights or remedies, suspend performance of the **Subcontract Works** by further written notice to the **Contractor** provided that such a notice of suspension must not be given unreasonably or vexatiously and, if so given, then such purported notice of suspension is void, and of no force and effect.

21.3 Recommencement of the Subcontract Works if remedied

The **Subcontractor** must recommence the carrying out of the **Subcontract Works** within five (5) **Business Days** of the alleged breach or breaches or failure being remedied by the **Contractor**.

22 COMPLETION

22.1 Date for Completion

The **Subcontractor** must bring the **Subcontract Works** to **Completion** by the **Date for Completion**.

22.2 Subcontractor's notice of anticipated Completion

Not less than five (5) **Business Days** before the **Day** on which the **Subcontractor** anticipates bringing the **Subcontract Works** to **Completion**, the **Subcontractor** must give to the **Contractor** written notice of the **Day** on which the **Subcontractor** anticipates bringing the **Subcontract Works** to **Completion**.

22.3 Subcontractor's notice of Completion

The **Subcontractor** must give a written notice to the **Contractor** when the **Subcontractor** believes that the **Subcontract Works** have reached **Completion**.

22.4 Contractor's response to notice of Completion

If the **Contractor** disputes that the **Subcontract Works** have reached **Completion**, the **Contractor** must, within fifteen (15) **Business Days** after receipt of the notice under Clause 22.3, give the **Subcontractor** a written notice:

- a) stating that the **Contractor** disputes that the **Subcontract Works** have reached **Completion**; and
- b) setting out full details of the further work that the **Contractor** believes is required to be carried out for the **Subcontract Works** to reach **Completion**.

22.5 Contractor's failure to give a notice under Clause 22.4

If the **Contractor** does not give the **Subcontractor** a notice in accordance with Clause 22.4, the **Subcontract Works** are deemed to have reached **Completion** on the date of the giving of the notice under Clause 22.3.

22.6 Subcontractor's response to Contractor's notice

If the **Contractor** gives the **Subcontractor** a notice under Clause 22.4, the **Subcontractor** must:

- a) if the **Subcontractor** disputes that any further work is necessary for the **Subcontract Works** to reach **Completion**, give the **Contractor** a written notice of dispute under Clause 32; or
- b) if the **Subcontractor** does not dispute that further work is necessary for the **Subcontract Works** to reach **Completion**, carry out the further work necessary for the **Subcontract Works** to reach **Completion** and then give the **Contractor** a further written notice under Clause 22.3.

22.7 Consequences of Contractor taking Possession of, occupies, or uses the Subcontract Works when not entitled to do so

If, for any reason, the **Contractor**:

- a) takes **Possession** of;
- b) occupies; or
- c) uses,

the **Subcontract Works**, or any part of the **Subcontract Works**, when not entitled to do so under the **Subcontract** and without the prior consent of the **Subcontractor**, the **Subcontract Works**, or the relevant part of the **Subcontract Works**, are deemed to have reached **Completion** on the **Day** that the **Contractor** takes **Possession** of, occupies, or uses the **Subcontract Works**, or that part of the **Subcontract Works**, and the **Contractor** is liable to the **Subcontractor** for any loss or damage that the **Subcontractor** may incur or suffer as a result.

23 LIQUIDATED DAMAGES
23.1 Applicability of Clause 23

This Clause 23 only applies if Item 21 of the **Schedule** provides that liquidated damages apply to the **Subcontract**.

23.2 Contractor's entitlement to liquidated damages

If the **Subcontractor** fails to bring the **Subcontract Works** to **Completion** by the **Date for Completion**, the **Contractor** may, after the **Date for Completion**, from time to time give to the **Subcontractor** one or more written claims for liquidated damages at the rate stated in Item 21(a) of the **Schedule** for each **Day** after the **Date for Completion** until the **Date of Completion**, or the **Day** on which the **Subcontract** is terminated, whichever is earlier.

23.3 Time for liquidated damages claim

The **Contractor** will not be entitled to liquidated damages, or any other monetary consideration (including damages for breach of contract), for any failure by the **Subcontractor** to bring the **Subcontract Works** to **Completion** by the **Date for Completion** for any period for which a written claim for liquidated damages in accordance with Clause 23.2 has not been given prior to twenty-eight (28) **Days** after the **Date of Completion**, or the **Day** on which the **Subcontract** is terminated (as the case may be).

23.4 Subcontractor's obligations on receipt of claim for liquidated damages

Subject to Clauses 23.2 and 23.3, the **Subcontractor** must within ten (10) **Business Days** after receiving a written claim from the **Contractor** for liquidated damages:

- a) pay or allow to the **Contractor** the liquidated damages claimed; or
- b) give to the **Contractor** a written notice of dispute in accordance with Clause 32.1 that sets out:
 - i) the amount of the liquidated damages claimed by the **Contractor** that the **Subcontractor** disputes; and
 - ii) the **Subcontractor's** reasons for disputing that amount of the liquidated damages claimed, and pay or allow to the **Contractor** any undisputed amount of the liquidated damages claimed.

23.5 Limit on Liquidated Damages

If an amount is stated in Item 21(b) of the **Schedule**, the **Subcontractor's** liability under Clause 23 is limited to the amount stated in Item 21(b) of the **Schedule**.

24 DEFECTS LIABILITY PERIOD

24.1 Defects Liability Period

If, after the **Subcontract Works** have reached **Completion** but prior to the expiration of the **Defects Liability Period**, the **Contractor** becomes aware of any defects in, or omissions from, the **Subcontract Works**, the **Contractor** must give the **Subcontractor** a written notice setting out full details of the defect or omission.

24.2 Subcontractor must rectify defects identified during the Defects Liability Period

Subject to reasonable access being provided, the **Subcontractor** must, within the **Defects Liability Period** and, if reasonably required by the **Subcontractor**, a further period of twenty (20) **Business Days** after the expiry of the **Defects Liability Period**, rectify any defects in, and omissions from, the **Subcontract Works** notified to the **Subcontractor** in accordance with Clause 24.1, during usual business hours and at no cost to the **Contractor**. If the **Contractor's** notification includes a time within which the defects must be rectified, and such time is reasonable in all of the circumstances, then the **Subcontractor** must complete such rectification within that time.

24.3 Consequences of Subcontractor failing to rectify defects within time

If the **Subcontractor** fails to rectify the defects notified by the **Contractor** in accordance with Clause 24.2 within the time noted in the **Contractor's** notice, the **Contractor** may perform that obligation on the **Subcontractor's** behalf or have the rectification work carried out by other persons. The reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**. The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

24.4 Extending Defects Liability Period

Without limiting the **Subcontractor's** obligations under Clause 24, the **Subcontractor** must, within ten (10) **Business Days** of a written direction from the **Contractor**, deliver any as-built information not previously delivered to the **Contractor** and review and update the as-built information and deliver the updated as-built information to the **Contractor**.

25 VARIATIONS

25.1 Variations to the Subcontract Works

The **Subcontractor** must not vary the **Subcontract Works** except as directed in writing by the **Contractor** or approved or permitted in writing by the **Contractor**.

25.2 Request for a Variation

Either party may request a **Variation** to the **Subcontract Works**.

25.3 Contractor's Directions to vary the Subcontract Works

The **Contractor** may direct the **Subcontractor** to vary the **Subcontract Works** so as to:

- a) increase, decrease or omit any part of the **Subcontract Works**;
- b) change the character or quality of any material or work;
- c) change the levels, lines, positions or dimensions of any part of the **Subcontract Works**;
- d) carry out additional work; and/or
- e) demolish or remove material or work no longer required by the **Contractor**.

25.4 Variation within general scope of the Subcontract Works

The **Subcontractor** is bound only to carry out a **Variation** which is within the general scope of the **Subcontract**.

25.5 Variations after Completion

The **Subcontract Works** may not be varied after the **Subcontract Works** reach **Completion** unless the **Subcontractor**, at its discretion, agrees otherwise.

25.6 Variation Document

Within fifteen (15) **Business Days** of receiving a **Direction** from the **Contractor** under Clause 25.3, or the **Subcontractor** receiving a **Direction** to vary the **Subcontract Works** that it reasonably believes to be a **Direction** from the **Contractor** under Clause 25.3, and before any work the subject of the **Variation** is started, the **Subcontractor** must provide the **Contractor** with a Variation Document that is:

- a) readily legible;
- b) describes the **Variation** and sets out the details of the scope of work which is the subject of the **Variation**;
- c) states the date of the request for the **Variation**;
- d) states the **Subcontractor's** estimate of any period of delay to the progress of the **Subcontract Works** as a result of the **Variation**; and
- e) states any adjustment to the **Subcontract Price** because of the **Variation**, or the method for calculating the adjustment.

25.7 Valuation of the Variation

Variations must be valued:

- a) if the parties agree to a price for, or the methodology for calculating the price of, the **Variation**, the agreed price; or
- b) in the absence of agreement on, or the methodology for calculating the price of, the **Variation**, the reasonable valuation of the **Variation** plus the **Subcontractor's Margin**.

If the **Variation** is a negative **Variation** that results in a reduction to the **Subcontract Price**, the **Subcontractor** is entitled to the **Subcontractor's Margin** on the negative **Variation** and the **Subcontractor's Margin** is to be added to the **Subcontract Price**.

25.8 **Contractor's written response to Variation**

- a) If the **Contractor** agrees to the **Variation**, the **Contractor** must give the **Subcontractor** a written notice agreeing to the **Variation** within five (5) **Business Days** after receiving the Variation Document provided by the **Subcontractor** under Clause 25.6.
- b) If the **Contractor** does not agree to the **Variation**, or does not provide written notice pursuant to Clause 25.8(a), then the dispute arising as a result is to be resolved in accordance with Clause 32.

25.9 **No work before receipt of Contractor's notice**

The **Subcontractor** must not start to carry out any work the subject of a **Variation** until the **Subcontractor** receives the written notice from the **Contractor** under Clause 25.8(a) agreeing to the **Variation**.

26 **PAYMENT**

26.1 **Progress claims**

- a) The **Subcontractor** may submit progress claims to the **Contractor** on the following reference dates:
 - i) the times stated in Item 22 of the **Schedule** (or, if any time stated in Item 22 of the **Schedule** is not a **Business Day**, the next **Business Day**) up to the expiration of the **Defects Liability Period**;
 - ii) on the **Subcontract Works** reaching **Completion**;
 - iii) if, after the **Subcontract Works** reach **Completion** and prior to the expiration of the **Defects Liability Period**, the parties agree to a **Variation** to the **Subcontract Works**, on the completion of the work which is the subject of the **Variation**; and
 - iv) on the expiration of the **Defects Liability Period** in accordance with Clause 26.2.
- b) A **Progress Claim** must set out:
 - i) details of:
 - A) the work carried out by the **Subcontractor** to which the **Progress Claim** relates;
 - B) the amount that the **Subcontractor** claims for payment by the **Contractor** for that work;
 - C) the amount of cash retention provided pursuant to Clause 4.2 that is due for release pursuant to Clause 4.6; and
 - D) any other amount arising out of, or in connection with, the **Subcontract** that the **Subcontractor** claims for payment by the **Contractor**; and
 - ii) the total amount that the **Subcontractor** claims for payment by the **Contractor**; and be in the form of a tax invoice.

26.2 **Final Claim**

No later than ten (10) **Business Days** after the expiration of the **Defects Liability Period**, the **Subcontractor** may submit a **Final Claim** to the **Contractor** that sets out:

- a) the total amount of the **Progress Claims** submitted by the **Subcontractor** to the **Contractor** under Clause 26.1;
- b) the total amount of the payments made by the **Contractor** to the **Subcontractor** under the **Subcontract** up to and including the date on which the **Subcontractor** submits the **Final Claim**;
- c) details of:
 - i) any work carried out by the **Subcontractor** to which the **Final Claim** relates;
 - ii) any amount that the **Subcontractor** claims for payment by the **Contractor** in respect of any such work;
 - iii) any amount of cash retention provided pursuant to Clause 4.2 that is due for release pursuant to Clause 4.7; and
 - iv) any other amount arising out of, or in connection with, the **Subcontract** that the **Subcontractor** claims for payment by the **Contractor**; and
- d) the total amount that the **Subcontractor** claims for payment by the **Contractor** in the **Final Claim**; and be in the form of a tax invoice.

26.3 **Payment Schedule**

- a) Upon receipt of a **Progress Claim** or a **Final Claim** that complies with the requirements of Clause 26.1 or 26.2, as applicable, the **Contractor** must issue a **Payment Schedule** no later than fifteen (15) **Business Days** after the **Submission Date** of the **Progress Claim** or **Final Claim** that sets out the amount which the **Contractor**

- proposes to pay the **Subcontractor** ('Scheduled Amount').
- b) If the Scheduled Amount is less than the amount of the **Progress Claim** or **Final Claim**, as applicable, the **Payment Schedule** must include reasons why the Scheduled Amount is less and, if it is less because the **Contractor** is withholding payment for any reason, the **Contractor's** reasons for withholding payment.
 - c) A **Payment Schedule** given in response to a **Final Claim** must include the balance of any **Security** that is in the form of cash retention that is due to be released to the **Subcontractor** under Clause 4.7.
 - d) The **Subcontractor** agrees that a **Payment Schedule** issued by the **Contractor** under this Clause is a payment schedule given under, and for the purposes of, the **Subcontract** and the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

26.4 **Payment by Contractor**

- a) If the **Contractor** has not issued a **Payment Schedule** in accordance with Clause 26.3, the **Contractor** must pay to the **Subcontractor** the total amount of the **Progress Claim** or the **Final Claim**, as applicable, by no later than the **Due Date for Payment**.
- b) If the **Contractor** issues a **Payment Schedule** in accordance with Clause 26.3, the **Contractor** must pay to the **Subcontractor** the total amount of the **Payment Schedule** by no later than the **Due Date for Payment**.
- c) The **Subcontractor** agrees that the **Contractor** may make any payment under the **Subcontract** into the account described in Item 23 of the **Schedule**.

26.5 **Due Date for Payment**

- a) Subject to Clause 26.5(b), the **Due Date for Payment** for a **Progress Claim** or a **Final Claim** is the time stated in Item 24 of the **Schedule** after the **Submission Date**.
- b) If section 67U of the **Act** applies to the **Subcontract**, and the **Due Date for Payment** calculated pursuant to Clause 26.5(a) for a **Progress Claim** or a **Final Claim**, as applicable, exceeds the maximum time for payment permitted by section 67U of the **Act**, then the **Due Date for Payment** for the **Progress Claim** or the **Final Claim**, as applicable, is the maximum time permitted by section 67U of the **Act**.

26.6 **Outstanding payments**

If the **Contractor** fails to make any payment due to the **Subcontractor** under the **Subcontract** on or before the **Due Date for Payment**:

- a) the **Subcontractor** is entitled to interest on the outstanding amount at the rate stated in Item 25 of the **Schedule**, payable from the **Day** after the **Due Date for Payment** until the date of payment; and
- b) the **Contractor** must pay to the **Subcontractor** any debt collection costs, including any legal costs on a full indemnity basis, associated with recovering, or the attempted recovery of, the outstanding amount.

26.7 **Payment on account only**

Payment, other than payment of the **Final Claim**, is payment on account only.

26.8 **Deductions from progress claims or Final Claim**

The **Contractor** may deduct from moneys owing to the **Subcontractor** under Clause 26 any money due to the **Contractor** from the **Subcontractor** whether under the **Subcontract**, another contract, or otherwise and whether in relation to the **Subcontract Works** or otherwise.

26.9 **Reference date on termination of Subcontract**

In the event that the **Subcontract** is terminated for any reason, a reference date for the purposes of a **Progress Claim** pursuant to Clause 26.1 arises on the date of termination.

26.10 **Unfixed Plant and Materials**

- a) **Progress claims** must not include, and the **Contractor** is not liable to pay for, unfixed plant and materials.
- b) Notwithstanding Clause 26.10(a), the **Contractor** may, in its absolute discretion, consent to the payment of unfixed plant and materials if:
 - i) the **Subcontractor** provides additional **Security** as may be reasonably requested by the **Contractor**;
 - ii) the **Subcontractor** establishes to the reasonable satisfaction of the **Contractor** that the **Subcontractor** has paid for the unfixed plant and materials or otherwise owns the unfixed plant and materials;
 - iii) ownership of the unfixed plant and materials will pass to the **Contractor** upon payment being made for the unfixed plant and materials;
 - iv) the **Contractor** is satisfied that the unfixed plant and materials are in accordance with the **Subcontract**;
 - v) the unfixed plant and materials are separately stored and adequately protected and insured by the **Subcontractor**;
 - vi) the unfixed plant and materials are clearly labelled the property of the **Contractor** and endorsed with the name of the project;
 - vii) if delivered to, or adjacent to, the **Site**, the unfixed plant and materials have not been delivered earlier than is reasonably necessary for the **Subcontractor** to execute the **Subcontract Works** in

- viii) accordance with the **Subcontract**; and
the **Contractor** is satisfied that the unfix plant and materials are not encumbered in any way,
including having a secured interest registered upon them pursuant to the *Personal Property Securities
Act 2009*.

27 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

27.1 Contractor's right to give notice of intention to terminate Subcontract

If the **Subcontractor**:

- fails to proceed with the **Subcontract Works** with reasonable diligence or with reasonable care and skill;
- unlawfully suspends the carrying out of the **Subcontract Works**;
- refuses or persistently neglects to remove or remedy defective work or improper materials so that the progress of the **Subcontract Works** is significantly adversely affected;
- is unable to complete the **Subcontract Works**;
- fails to take out or maintain any insurance policy required by the **Subcontract**;
- has its Queensland Building and Construction Commission licence (if applicable) suspended; or
- is otherwise in **Substantial Breach** of the **Subcontract**,

the **Contractor** may give a written notice to the **Subcontractor** by hand or, registered "Priority" post:

- describing each alleged breach of the **Subcontract** by the **Subcontractor**; and
- stating the **Contractor's** intention to terminate the **Subcontract** unless the **Subcontractor** remedies the alleged breach or breaches within ten (10) **Business Days** after receiving the **Contractor's** notice.

27.2 If Subcontractor fails to remedy the breach, Contractor may terminate Subcontract

- If the **Subcontractor** fails to remedy the breach or breaches set out in a notice given to it by the **Contractor** in accordance with Clause 27.1 within the time stated in that notice, the **Contractor** may, without prejudice to any other rights or remedies, terminate the **Subcontract** by further written notice to the **Subcontractor** provided that such a notice of termination must not be given unreasonably or vexatiously and, if so given, then such purported notice of termination is void, and of no force and effect.
- If the **Subcontract** is terminated in accordance with Clause 27.2(a), the rights and liabilities of the parties are the same as they would have been at common law had the **Subcontractor** repudiated the **Subcontract** and the **Contractor** elected to treat the **Subcontract** as at an end and recover damages.

27.3 Contractor may not terminate Subcontract in certain circumstances

Subject to Clause 27.5, the **Contractor** may not terminate the **Subcontract** if the **Contractor** is in **Substantial Breach** of the **Subcontract**.

27.4 Contractor's right to engage another contractor to complete the Subcontract Works

If the **Contractor** terminates the **Subcontract** in accordance with Clause 27.2, the **Contractor** may engage another contractor to complete the **Subcontract Works**.

27.5 Contractor's right to terminate if Head Contract is terminated

The **Contractor** may terminate the **Subcontract** if the **Head Contract** is terminated for any reason.

27.6 Subcontractor entitled to reasonable remuneration if Subcontract terminated

If the **Subcontract** is terminated in accordance with Clause 27.5, the **Subcontractor** is entitled to a reasonable remuneration for the unpaid value of that part of the **Subcontract Works** it carried out under the **Subcontract** up to, and including, the **Day** on which the **Subcontract** is terminated.

28 SUBCONTRACTOR'S RIGHT TO TERMINATE SUBCONTRACT

28.1 Subcontractor's right to give notice of intention to terminate Subcontract

If the **Contractor**:

- fails to comply with any of its obligations under Clause 8;
- fails to comply with any of its obligations under Clause 10;
- fails to comply with any of its obligations under Clause 17;
- fails to comply with any of its obligations under Clause 26;
- fails to remedy any **Substantial Breach** of the **Subcontract** set out in a suspension notice given in accordance with Clause 21.1 within five (5) **Business Days** after receiving that notice; or
- is otherwise in **Substantial Breach** of the **Subcontract**,

the **Subcontractor** may give a written notice to the **Contractor** by hand or registered "Priority" post:

- describing each alleged breach of the **Subcontract** by the **Contractor**; and
- stating the **Subcontractor's** intention to terminate the **Subcontract** unless the **Contractor** remedies the alleged breach or breaches within ten (10) **Business Days** after receiving the **Subcontractor's** notice.

28.2 If Contractor fails to remedy breach, Subcontractor may terminate Subcontract

If the **Contractor** fails to remedy the breach or breaches set out in a notice given to by the **Subcontractor** in accordance with Clause 28.1 within the time stated in that notice, the **Subcontractor** may, without prejudice to any other rights or remedies, terminate the **Subcontract** by further written notice to the **Contractor** provided that such a notice of

termination must not be given unreasonably or vexatiously and, if so given, then such purported notice of termination is void, and of no force and effect.

28.3 Subcontractor may not terminate Subcontract in certain circumstances

The **Subcontractor** may not terminate the **Subcontract** if the **Subcontractor** is in **Substantial Breach** of the **Subcontract**.

28.4 Subcontractor's right to recover on termination

If the **Subcontract** is terminated in accordance with Clause 28.2, the **Subcontractor** is entitled to, without prejudice to any other rights or remedies, recover from the **Contractor** all losses, costs, expenses, and damages it incurs or suffers as a result of, or otherwise in connection with, the **Contractor's** breach or breaches, and the termination, as if the **Contractor** had repudiated the **Subcontract** at law, and the **Subcontractor** had accepted the repudiation and elected to terminate the **Subcontract**. The **Subcontractor** may also remove from the **Land**, and retain, all unfixed materials, goods, plant and equipment previously provided by the **Subcontractor** provided such unfixed materials, goods, plant and equipment has not been paid for by the **Contractor**.

29 INSOLVENCY EVENT

29.1 Contractor's rights for insolvency of the Subcontractor

If the **Subcontractor**:

- a) commits an act of bankruptcy, or is made bankrupt;
- b) makes a composition or other arrangement with creditors;
- c) assigns assets for the benefit of creditors generally;
- d) being a company, becomes insolvent, enters into a deed of company arrangement, has a controller, administrator or receiver appointed, or is in liquidation;

the **Contractor** may:

- e) subject to Clause 29.3, immediately terminate the **Subcontract** on giving a written notice to the **Subcontractor** setting out the ground or grounds relied on by the **Contractor** for the termination; or
- f) immediately take out of the hands of the **Subcontractor** the whole or that part of the **Subcontract Works** not yet completed on giving a written notice to the **Subcontractor** setting out the ground or grounds relied on by the **Contractor** for that action. The **Contractor** may complete the work taken out of the hands of the **Subcontractor** itself or contract with others to do so.

29.2 Subcontractor's rights for insolvency of the Contractor

If the **Contractor**:

- a) commits an act of bankruptcy, or is made bankrupt;
- b) makes a composition or other arrangement with creditors;
- c) assigns assets for the benefit of creditors generally;
- d) being a company, becomes insolvent, enters into a deed of company arrangement, has a controller, administrator or receiver appointed, or is in liquidation;

the **Subcontractor** may, subject to Clause 29.3, immediately terminate the **Subcontract** on giving a written notice to the **Contractor** setting out the ground or grounds relied on by the **Subcontractor** for the termination.

29.3 Enforceability if the Subcontractor or the Contractor is a company

If the **Subcontractor** or the **Contractor**, as applicable, is a company and enters into certain arrangements for the purpose of avoiding being wound up in insolvency or appoints an administrator, then the right to terminate the **Subcontract** pursuant to Clause 29.1 or Clause 29.2 may be limited by the *Corporations Act 2001* (Cth).

30 TERMINATION FOR UNLICENSED WORK

30.1 Contractor may terminate immediately

If the **Subcontractor** is required by the **Act** to hold a licence and the **Subcontractor** does not hold a licence of the appropriate class issued by the Queensland Building and Construction Commission in accordance with the requirements of the **Act**, the **Contractor** may terminate the **Subcontract** immediately on giving written notice to the **Subcontractor**.

30.2 Requirements of notice

A written notice under Clause 30.1 must set out the ground or grounds relied on by the **Contractor** for the termination.

31 NOTICES

31.1 Copies of notices to be provided by one party to the other

The **Subcontractor** or the **Contractor** must provide to the other party a copy of any:

- a) report, notice, order or other document given in relation to the **Subcontract Works** by any supplier of services (such as, for example, gas, electricity, telephone, water and sewerage); and
- b) certificate of inspection of the **Subcontract Works**, as soon as practicable after receipt.

31.2 Methods for giving notices and other documents

Unless expressly stated otherwise elsewhere in the **Subcontract**, and subject to Clause 31.3, any written notice, or other document, to be given by a party under the **Subcontract** is deemed to have been given and received:

- a) if delivered by hand to the other party, at the time of delivery;
- b) if the other party is a company and the notice is left at its registered office or a principal place of business, at the time that the notice is left at the registered office or principal place of business;
- c) if sent by pre-paid or registered post to the other party at the address of the other party stated in the **Subcontract**, or another address notified by the other party in writing, at 9.00am on the date that is four (4) **Business Days** after the date of posting;
- d) if sent by facsimile transmission to the other party at the facsimile number of the other party stated in the **Subcontract**, or another facsimile number notified by the other party in writing, at the time set out in a written confirmation of the correct transmission of the facsimile; or
- e) if sent by email to the other party at the email address of the other party stated in the **Subcontract**, or another email address notified by the other party in writing, at the time when the email leaves the **Information System** used by the party which sent the email.

31.3 **Notices given outside of usual business hours**

If any written notice, or other document, is given at a time after 5.00pm on a **Business Day**, or during a **Day** that is not a **Business Day**, the notice, or other document, is deemed to have been given at 9.00am on the next **Business Day**.

31.4 **Consent to electronic communications**

- a) The parties agree that facsimile transmission and email communications from either party to the other constitute an 'electronic communication' as that term is defined in the *Electronic Transactions Act 1999* (Cth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- b) Unless expressly stated otherwise elsewhere in the **Subcontract**, the parties agree that any written notice, or other document, to be given by a party under the **Subcontract** may be given and received via facsimile transmission or email, or both.

32 **RESOLUTION OF DISPUTES**

32.1 **Notice of dispute**

If a dispute or difference (together referred to as a 'dispute') arises out of, or in connection with, the **Subcontract**, either party may give the other party a written notice of dispute setting out the details of the dispute, including any amount in dispute. Notwithstanding the giving of a notice of dispute, the parties must, subject to the **Subcontract**, continue to perform the **Subcontract**.

32.2 **Without prejudice conference**

- a) Within five (5) **Business Days** after receiving the notice of dispute, the parties must arrange, and participate in, a 'without prejudice' conference between them, or their authorised representatives, in an attempt to resolve the dispute.
- b) By agreement between the parties, a dispute arising out of, or in connection with, the **Subcontract** may be referred to Master Builders Queensland for a 'without prejudice' conference at any time provided that one of the parties is a member of Master Builders Queensland.
- c) If the parties fail to resolve all of the dispute during the 'without prejudice' conference, or if the party given the notice of dispute fails to participate in a 'without prejudice' conference in accordance with Clause 32.2, then the parties may agree to refer all or any part of the dispute to:
 - i) Expert Determination under Clause 32.3; and/or
 - ii) mediation or arbitration under Clause 32.4.

32.3 **Expert Determination**

- a) This Clause applies to all or any part of the dispute that the parties have agreed to refer to Expert Determination under Clause 32.2(c)(i).
- b) If the parties fail to agree on the person to be appointed as the Expert, then the Chair of the Resolution Institute will nominate the Expert.
- c) The Expert Determination must be carried out, and is subject to, the Resolution Institute Expert Determination Rules.

32.4 **Mediation or Arbitration**

- a) This Clause applies to all or any part of the dispute that the parties have agreed to refer to mediation or arbitration under Clause 32.2(c)(ii).
- b) If the parties fail to agree on the person to be appointed as the mediator or the arbitrator, then either party may give a written notice to the **President** and the other party requesting that the **President** appoint (as the case may be):
 - i) a mediator to facilitate the mediation; or
 - ii) an arbitrator to decide all or that part of the dispute referred to arbitration.
- c) If either party gives a notice under Clause 32.4(b), the **President** must give to the parties a written notice setting out the name and contact details of (as the case may be):
 - i) the mediator appointed by the **President** to facilitate the mediation; or

- ii) the arbitrator appointed by the **President** to decide all or that part of the dispute referred to arbitration.
- d) Within five (5) **Business Days** of receiving a notice under Clause 32.4(c), the parties must:
 - i) request the mediator or the arbitrator named in the notice to make suitable arrangements for (as the case may be) the mediation or the arbitration; and
 - ii) participate in (as the case may be) the mediation or the arbitration and pay the costs of the mediation (including the costs of the mediator) or the costs of the arbitration (including the costs of the arbitrator) in equal shares unless otherwise agreed by the parties or decided by the arbitrator.

32.5 Legal Proceedings

If the parties fail to:

- a) agree to refer any part of the dispute to Expert Determination or mediation or arbitration within:
 - i) ten (10) **Business Days** after the 'without prejudice' conference; or
 - ii) if the party given the notice of dispute fails to participate in a 'without prejudice' conference, fifteen (15) **Business Days** after the giving of the notice of dispute; or
 - b) resolve all of the dispute during any Expert Determination or mediation or arbitration referred to under Clause 32.2(c),
- then either party may commence legal proceedings in relation to any part of the dispute that is not:
- c) agreed to be referred to Expert Determination or mediation or arbitration under Clause 32.2(c); or
 - d) resolved during any Expert Determination or mediation or arbitration.

32.6 Precondition to legal proceedings

Neither party may commence legal proceedings in relation to a dispute unless the parties have undertaken the processes set out in Clauses 32.1 to 32.5 and those processes have failed to resolve the dispute, or one of the parties attempted to follow these processes and the other party has failed to participate.

32.7 Legal Rights

- a) The parties acknowledge that the purpose of this Clause is to facilitate reasonable, timely and cooperative resolution of all disputes.
- b) Nothing in this Clause will prejudice the right of a party to institute legal proceedings to:
 - i) enforce payment under Clause 26;
 - ii) enforce the provision of **Security** under Clause 4; or
 - iii) for injunctive or declaratory relief in relation to any matter arising out of, or in connection with, the **Subcontract**.
- c) Nothing in this Clause prevents either party from seeking to resolve a dispute through any other means that is able to function concurrently to the dispute resolution process, including through the exercise of any right under the laws governing Security of Payment in the state or territory where the **Subcontract Works** are being carried out.

33 GOODS AND SERVICES TAX

- a) For the purposes of the **Subcontract**, the terms "ABN", "GST", "GST law", "registered", "tax invoice" and "taxable supply" have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- b) The **Subcontractor** warrants that the **Subcontractor** is:
 - i) the holder of any ABN stated in the **Schedule**; and
 - ii) registered and will continue to be registered until the expiration of the **Defects Liability Period**.
- c) The **Subcontract Price** excludes GST unless noted otherwise.
- d) Where the **Subcontract Works**, or any part of the **Subcontract Works**, constitute a taxable supply, the **Subcontractor** must comply in every respect with GST law.
- e) The payment claims that the **Subcontractor** submits under Clause 26.1 and 26.2 must be in the form of a tax invoice.

34 HEALTH, SAFETY & ENVIRONMENTAL PROTECTION

34.1 Principal contractor

Unless otherwise agreed by the parties, the **Contractor** is the 'principal contractor' (as defined) under the **WHS Act** for the purposes of the **Subcontract Works**.

34.2 Subcontractor's obligations

Without limiting the obligations of the **Contractor** pursuant to the **WHS Act**, the **Subcontractor**, in respect of the **Subcontract Works**, must ensure that:

- a) any person carrying out any part of the **Subcontract Works** complies with all relevant **Statutory Requirements** in respect of:
 - i) work, health and safety; and
 - ii) environmental protection;
- b) any person carrying out any part of the **Subcontract Works** complies with the **Contractor's Work Health and**

- c) Safety Management Plan for the **Site**;
- d) a **WHS Management Plan** is prepared in respect of the **Subcontract Works**;
- e) every obligation holder (whether an employer, self-employed person, or other person conducting a business or undertaking) conducting a business or undertaking that includes the carrying out of high risk construction work on behalf of the **Subcontractor** for the purposes of carrying out the **Subcontract Works**, provides the **Contractor** with a copy of their Safe Work Method Statements prior to commencing work;
- f) all common plant, plant, housekeeping, inductions, hazardous substances, work at height, falling objects, and the like which are required to be identified and managed by any **Statutory Requirement** are identified and managed to prevent or minimise exposure to the risk of injury or illness; and
- g) every obligation holder provides adequate information, instruction, training and supervision to prevent or minimise exposure to the risk of fatality, injury or illness.

34.3 **Exclusion from Site**

The **Contractor** may exclude or remove from the **Site** any person (including, but not limited to, the **Subcontractor**, the **Subcontractor's** officers, employees, consultants, agents and contractors), whose acts, omissions or other conduct in the **Contractor's** opinion does not meet the requirements of the **Contractor's** Work Health and Safety Management Plan for the **Site**.

35 **MISCELLANEOUS**

35.1 **Entire agreement**

The parties acknowledge that the terms of their contract are fully set out in the **Subcontract**, and may not be altered, varied, deleted or otherwise affected by reference to any prior representations, conditions or agreements, whether written or verbal.

35.2 **Subcontract includes prior work**

The **Subcontract** applies to all of the **Subcontract Works** whether undertaken by the **Subcontractor** prior to, or after, the date of the formation of the **Subcontract**.

35.3 **Unfixed and demolished materials**

All demolished materials, and unfixed building materials supplied by the **Subcontractor** and not paid for by the **Contractor**, are the property of the **Subcontractor** unless expressly stated otherwise elsewhere in the **Subcontract**.

35.4 **Subcontractor's right to subcontract**

The **Subcontractor** may subcontract any part of the **Subcontract Works** with the prior written consent of the **Contractor**, which must not be unreasonably withheld, but is not relieved in doing so from any obligation or liability under the **Subcontract** or the **Act** for the work that is the subject of any such subcontract.

35.5 **Parties rights to assign Subcontract**

Neither party may assign the **Subcontract**, or any right, benefit, obligation, liability or interest under the **Subcontract**, without the prior written consent of the other party.

35.6 **No waiver**

Unless expressly stated otherwise elsewhere in the **Subcontract**, none of the provisions of the **Subcontract**, or any entitlement, remedy, obligation or liability arising out of, or otherwise in connection with, the **Subcontract**, may be waived, discharged or released for any reason whatsoever except with the prior written consent of the parties.

35.7 **Governing law**

The **Subcontract** is governed by, and is to be construed in accordance with, the laws of the State of Queensland and the Commonwealth of Australia.

35.8 **Severance**

If any provision of the **Subcontract** is void, voidable, unenforceable or illegal, or has the effect of making another provision of this **Subcontract** void, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from the **Subcontract** without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) which continue to have effect.

35.9 **Exchange of Subcontract**

- a) The **Subcontract** may be executed in counterparts.
- b) A counterpart may be a copy of the **Subcontract** printed from a facsimile or email transmission.
- c) All counterparts together are taken to constitute one instrument and will not be binding until executed counterparts are exchanged.
- d) A copy of the **Subcontract** which has been executed by a party may be relied upon by a party to the same extent as if it was an original of the **Subcontract** executed by the party.

36 **SPECIAL CONDITIONS**

Any special conditions set out in Part E of the **Appendix** form part of the **Subcontract**. The special conditions prevail over these general conditions to the extent of any inconsistency.

Scope of Works

GENERAL

Trade Requirements

1. Provide all labour, materials, plant, equipment and ancillary items to carry out and complete the works in accordance with the project drawings, specifications, documentation and this scope of works in a professional and tradesman like manner.
2. The subcontractor shall make allowances for all items listed within this scope of works, however, it must be noted that this scope of works is not complete and that any work ancillary to, and in conjunction with, will be deemed to have been included. This includes for all obvious trade works not mentioned.

Civil Stormwater Works

1. Supply and installation of all pipework, pits and materials to complete the civil stormwater works
2. CCTV of all pipework
3. Subcontractor is to allow for all rubbish removal and disposal of material off site.
4. Subcontractor is to ensure protection of finishes and existing conditions that are not part of the subcontractors works.
5. The Subcontractor must adequately secure any materials against conditions of the elements including high winds
6. Allow for all off-site storage and handling costs as may be required as a consequence of any programme amendment or any delay including those beyond the control of Carsburg. There is no onsite storage provision for materials other than what's required for each wing area, other than lock up tool boxes in the location provided by Carsburg
7. Subcontractor to protect all footpaths gutters and roadways while unloading plant and moving plant around site and to clean roads and wash down vehicles before exiting the site to authority requirement
8. It is the Subcontractor's responsibility to ensure it has a current set of documents for its trade on site at all times for reference, including sized to scale where required
9. All quality assurance as specified and as required

General requirements

1. The Subcontractor must, at all times, comply with all relevant building codes, codes of practice, legislation (safety included), statutory requirements and the like.
2. The subcontractor has viewed and acknowledges receipt of all drawings, specifications and other documents listed in the invitation to tender
3. The Subcontractor has reviewed and allowed to comply with all requirements of the Terms and Conditions of Subcontract.
4. Submit a Site Specific Work Method Statement for all works a minimum of five (5) working days prior to commencement on site. Works will not be permitted to commence on site until such time as the SWMS has been submitted and agreed with Carsburg.
5. All employees entering site must be familiar with the Safe Work Method Statement and hold a current Construction Industry General Induction Card. No worker will be allowed to commence work until an original Construction Industry General Induction Card has been sighted by Carsburg Site Representative.

- 6. Prior to undertaking any works on site each and every worker must undertake a site specific induction.
- 7. Allow to clean work areas daily and maintain a tidy workplace. Place all rubbish in skip bins provided by Carsburg.
- 8. Provide all certification required for Building Approval / classification for the works outlined in the scope.
- 9. Allow for co-ordination with other trades.
- 10. Execute the works in the sequence as directed by Carsburg and allow for any breaks in continuity.
- 11. Provision of competent on-site supervision of the works and checking of all work carried out by others likely to affect the installation.
- 12. 6 day working week with work hours generally Monday - Saturday (inclusive) 6:30 am to 6:00pm, or as directed by the Site Manager.
- 13. It shall be the Tenderer's responsibility to visit the site before tendering and fully inform themselves of all existing conditions. Claims arising from failure to take this precaution will not be allowed.

ENVIRONMENTAL POLICY



1. Environmental Awareness

- (a) We at Carsburg Civil see protecting the environment as part of our core values. In taking measures such as those outlined below, we aim to continue to reduce our environmental footprint. We recognise that our business has a corporate social responsibility to enhance the environment and promote the long term sustainability of the Construction industry. We aim to inspire our staff, vendors and clients to do the same.

2. In this policy, Carsburg Civil commits to:

- (a) Understanding and managing our environmental risks with the goal of minimising or eliminating those risks
- (b) Ensuring the environment is considered in our investment and corporate strategies, procurement and the products and services we offer
- (c) Actively working to minimise pollution, manage waste streams and address relevant biodiversity issues
- (d) Engaging with our customers, employees and shareholder on environmental issues and transparently reporting on our environmental performance
- (e) Providing all employees with the training and education necessary to meet our objectives
- (f) Complying with all applicable legal and regulatory requirements
- (g) Regularly review environmental objectives and targets
- (h) Openly communicate our policies and practices to interested and approved parties
- (i) To monitor and record our environmental impacts on a regular basis and compare our performance with set policies, objectives and targets.

3. Our Policy

- (a) Our environmental policy reflects our commitment to environmental sustainability and our precautionary approach. It also demonstrates our awareness that our actions are important for our clients, our employees and our business performance.

4. Reduce, Reuse and Recycle

- (a) Carsburg Civil commits to reducing our waste products, purchasing reusable products wherever possible and recycling relevant products.

5. Toxics reduction

- (a) Carsburg Civil commits to reducing any toxic materials to protect employee health and the environment.

If you have any questions in relation to this policy or its application please contact Neil Carsburg.

Work Method Statement: Work that is carried out in or near a shaft or trench with an excavated depth greater than 1.5m

Is This A High Risk Activity

☒

Yes

☐

No

Principal Contractor:Carsburg Civil.....

Work Site/ Location:Azura Whytecliffe Pde Woody Point.....

Site Contact:John England.....

JEDCON Onsite Representative: John England

JEDCON Rep Contact No: 0411800812

Work Activity/ Title: Excavation & Installation of Stormwater Mains

Related Permit to Work No: (If Applicable).....

Related Work Approval No: (If Applicable).....

Work Method Statement Reviewed by:

Name Signature Date

Work Method Statement Reviewed & Approved John England 26/11/2020

By John England Drainage Contractors Rep Name Signature Date

Complied 26/11/2020
Revision No:05

Risk Assessment – Risk Calculator						
Likelihood	Consequence					
	Insignificant	Minor	Moderate	Major	Catastrophic	
	Almost Certain	2-C	3-C	4-B	4-C	4-D
	Likely	2-C	3-B	3-D	4-B	4-C
	Possible	1-D	2-D	3-B	3-D	4-A
	Unlikely	1-B	1-C	2-B	2-B	3-A
	Rare	1-A	1-B	2-A	2-A	3-A
Risk Assessment Calculator						
Risk Process	Identify the hazard/risk at work					
	Assess the likelihood and consequence of hazard					
	Control the hazards /risks using control methods and consider the level of control					
	Monitor the effectiveness and use of implemented control measures					
Risk legend	4 – Extreme Risk	3 – High Risk	2 – Moderate Risk	1 – Low Risk		

All personnel conducting this work must be made aware of these methods of control at toolbox meetings and pre start meeting before work commences, with on-site enforcement by the site supervisor

JOHN ENGLAND DRAINAGE CONTRACTOR PTY LTD

PO Box 246 Samford Qld 4520

Ph: 0411 800 812

Email: jedcon@civildrainage.net.au

ABN: 26054463099

Job Steps	Potential Hazard/Risk	Risk Before Control	Control	Risk After Control	Party's Responsible
Arrival on Site/ Pre Start, Completion of induction and Reading/ Understanding of SWMS	Hazard Lack of knowledge and understanding of hazards/ works/ areas off limits Risk Injury to operator & workers with in vicinity of works, Damage to mobile plant, damage to infrastructure.	3-D	• Prestart meeting to be performed every morning with meeting to be attended by all workers to ensure full awareness of work to be conducted and hazards • Inspection of work areas, trenches and risk assessments to be conducted before prestart to ensure hazards and works are communicated to all workers) • All workers to be inducted to site ensuring Evacuation Points, Exclusion Zones and Protocols are understood and adhered to. * All above points must be adhered to prior to commencing work	1-D	Site Foreman All employees and contractor of John England Drainage Contractors

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Inspection and Maintenance of Mobile Plant	Hazard Movement of Mobile Plant that is unsafe for operation Risk Damage to Mobile Plant & surrounding infrastructure Injury to nearby workers and operators from striking, fluid release, component breakage	3-A 4-B	• Daily inspections on all mobile plant, to be performed & recorded by competent person/ operator • Mobile Plant to be serviced and maintained as per manufactures specifications by a competent person • Mobile Plant to be in safe condition & only used in a manner in which it is designed • Quick hitch safety pin to be in place after changing attachments and while plant is operated (as per manufactures guidelines/ site regulations/WHS guidelines) Or if hitch complies with AS4772-2008 Clause 2.1.4 (Auto Locking Hitches)	1-B 1-D	John England Drainage Contractor and its employees and contractors
Movement of Mobile Plant Skidsteer, Excavator, Truck	Hazard Operation of mobile plant with insufficient training Risk Injury to public & co-workers due to machine strike. Damage to plant and infrastructure	4-C	• All operators to have appropriate Certificates of Competency for prescribed activities or be undertaking training in an arrangement with a registered organisation. • All Certificates, Tickets and Licences are to be visually inspected. Certificates/ licences required for works LE, LS HR &HC. • Other machinery & licences may be required upon commencement on site with appropriate action and reports completed	1-C	Primary Contractor John England Drainage Contractor and its employees and contractors Qualified Trainer to verify competency

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			All operators to be familiar with the equipment and its safety features, also have a sound knowledge of the information within the Operators Manual and safety briefings for the machine.		
Loading and Unloading Mobile Plant	Hazard Rolling of mobile plant while Loading & Unloading		Only qualified operator permitted to load and unload		Operator Spotter
	Risk Damage to mobile plant	3-B	Drivers of vehicles are responsible to ensure correct load restraints are used	1-C	
	Electrocution from striking overhead powerlines	4-D	- Operators are to exercise caution whilst loading and unloading Plant. Being aware of surroundings and overhead services. - Ensure only the correct loading devices are used at all time and that all equipment e.g. ramps, must be in good condition and rated to the weight of Plant being loaded and unloaded. Ramp pins to be installed when certified ramps are in use	4-D	
	Serious Physical Injury	3-D	Plant to be only unloaded within controlled/ designated work zone to avoid contact with public	1-C	

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Operation of Mobile Plant	Hazard Operation of Mobile Plant Risk Rollover/ Damage to Plant Crushing / Pinning or Operator causing serious injury	3-B 4-B	• Uses of Plant with compliant ROPS (Roll Over Protection Structure) • Seat belts to be worn • Check and comply with manufactures gradient requirements • Inspect & monitor job and ground conditions • Do not exceed rated operating capacity • Keep heaviest end of equipment uphill when travelling on gradient	1-C 1-D	Foreman/ Operator
Working Around Mobile Plant	Hazard Working Within Strike Zone of Mobile Plant Risk Struck by Mobile Plant causing Limb Injury Struck by Mobile Plant Pinning or Crushing Worker Struck by Mobile Plant Causing Death	3-B 4-B 4-D	• Separate work activities and enforce exclusion zone • Use warning devices and appropriate signage. • Implement traffic controls • Use P.P.E (e.g. High Visibility Clothing) • Ensure all rules are enforced • Reflective Hi-Vis to be worn on Night Work • Ensure arms are never left up in air unsupported • Be aware of surrounding & blind spots • Ensure park brakes are applied when stopped and unattended • Spotter to work with machine	1-D 1-D 1-D	Everyone

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Trenching/ Excavating 1.5m in depth and deeper	Hazard Collapsing of Trench		• Trenches and excavations are to be all visibly marked and signed. • Excavations are to be backfilled or covered as soon as safely and practically possible to prevent harm to person • Warning signage and or perimeter fencing should be installed. • Trenches to be benched/ battered or shored to OH&S Regulations • Trained personnel to enter excavation only when Plant is shut down and moved to regulated distance from excavation. • Trench shields to be erected in accordance with manufacturer's instructions. • Trench shields will be fitted from outside the trench before workers have access to the trench. • No Person must work in a section of trench where shields have not been installed. • When trench shields are being repositioned, all workers will either exit the trench or move to a position well clear of any machinery reaching into the trench and protected by a shield. • A competent person will inspect the trench, shoring and any effect weather or plant movement may have had on the surrounding	Everyone Overseen by Site Foreman/ Primary Contractor
	Risk Crushing/ Entrapment	4-A		
	Falling/ Physical Injury/	3-B		
	Machinery & Property Damage	2-D		
	Suffocation	4-D		
Trenching/ Excavating 1.5m in depth and deeper (Continued)			2-A 1-D 1-B 2-A	

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			area, before entry at start of shift and periodically during shift Workers, Construction Manager and WHSO will continually monitor the performance of shoring , shield and trench walls.		
Entering/Exiting Trench	Hazard Entering &Exiting Trench Risk Falling into trench causing serious injury	3-D	Safe access and egress is to be maintained. If using ladders, there is to be one every 9 metres of the trench section being worked.	1-B	Everyone
Working in & Around Trench	Hazard Using equipment around trench Risk Falling objects causing serious harm	3-B	- All tools and equipment to be located where they cannot fall into trench. - No person is to be located under a suspended load (e.g. pipes)	1-B	Everyone
Working in & Around Trench	Hazard Combustion engines in work zone Risk Asphyxiation	4-C	- All internal combustion engines are to be kept at least 2 metres on the downwind side of the trench to prevent carbon monoxide entering, and adequate ventilation will be maintained. - Gas monitoring may be required if working in the vicinity or near a high traffic flow area.	1-C	Everyone
Working in & Around Trench	Hazard Ingress of water into trench Risk	4-D	- If water is encountered it will be collected and pumped away. - Running water will be diverted. - Shoring will be used to take extra hydrostatic pressure.	2-A	Foreman

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	Trench collapse causing drowning		Working within trench will cease during rain/storm events		
Working in Close Proximity of Above & Below Ground Services Including Energised Electrical Asset	Hazard Striking of Services		- Procedure to locate services: Dial before you dig maps, locator, spotter, potholing by shovel and vacuum truck to be performed for initial location - Check "Exclusion Zone Chart" for allowed operating distances near live parts - Emergency plans in place	1-C	Primary Contractor/ Foreman to make sure procedure is implemented. All involved
	Risk Electric Shock	3-D			
	Electrocution	4-D		1-D	
	Damage to Services and Mobile Plant	3-B		1-C	
Lifting and Movement of Equipment and Materials by Hand	Hazard Manual lifting		- The use of lifting equipment (e.g. Forklift or Crane) to be used wherever possible. - Ensure workers are fit for work. - Workers to wear gloves (as required) to avoid pinching in pinch hazards		Everyone
	Risk Strain Injury, pinching of limb, dropping of equipment	3-B		1-C	

Working in a High Risk Area with Machines, Material and tools	Hazard Not seen, being struck by equipment or materials UV Risk Falling debris or tools, burn from UV Cut, Foreign Objects in Eyes Severed Limbs, etc			- Do not stand under slung load - Keep tools and materials away from trench edge - Keep jobsite clean PPE Exclusion Zone around equipment Requirements - Foreman to ensure and enforce all workers are wearing required P.P.E. before start of shift - Requirements to be explained in site induction - All Personnel are required to wear appropriate P.P.E Clothing - Safety work boots, High Visibility clothing/ vests - Safety glasses, helmets, hats, sunscreen, gloves, masks and hearing protection as required by individual site regulations, tasks and weather conditions - Reflective Hi-Visibility clothing to be worn at Night Work (Clothing must be to AS Standard)	Everyone
Working Outdoor	Hazard Working in the Sun			- Water supplied on site - Ensure personnel take regular breaks	Everyone

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	Risk (Heat Stress)	1-D		1-B	
Working With Hazardous Material	Hazard Exposure to hazardous substances/ dangerous goods.		- Any substances that can't be isolated, appropriate PPE must be worn at all times as per the supplied SDS - Appropriate breathing apparatus must also be supplied should an emergency arise.		Everyone
	Risk Injury including respiratory irritation and skin irritation/ Burn	3-D		1-D	
	Death	4-D		1-D	
Working around Mobile Plant	Hazard Working in a noisy environment		Hearing protection to be used. Ear plugs for noise ranging above 85dba – 100dba, Ear muffs ranging above 100dba – 115 dba	2-A	Everyone
	Risk Short term or Long Term Hearing Loss	3-B			
Clean Up & Storage	Littering of environment	3A	- Any rubbish generated by the process to be removed and placed in appropriate bins and good housekeeping practices observed. - The bottom of the trench/excavation will be free from debris and/or unwanted materials.	1B	Everyone

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Excavation of Trench Exceeding 1.5m	Site Specific Hazard/Risks					
	Hazard Working in trench 1.5m and deeper					
	Risk Crushing/ Entrapment	4-A			2-A	Prior to starting Operator/ Qualified Trainer to verify competency Supervisor
	Falling/ Physical Injury/ Machinery & Property Damage	3-B 2-D			1-D 1-B	Operator/ Supervisor
	Suffocation	4-D			2-A	

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	Monitoring of Site Controls			• Monitoring of site and its controls will be conducted weekly • Ongoing risk assessment to be conducted over the duration of the project & discussed at tool box meetings • Trenches to be inspected at the start of shift/when dug out, after breaks and periodically during shift • Tidies to be monitored when working on existing stormwater main to minimise opportunity for water to enter trench		
	Review			• All risk assessment are to be reviewed within one year • This WMS will be reviewed should an incident occur (new controls will be implemented from the incident investigation). • If new hazards have been identified, the WMS is to be amended appropriately with a copy going to the Principal Contractor		

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Date	Reviewed By			Reviewers Signature	Rev No	
				Written in compliance with: Workplace Health & Safety Regulations 2011 Workplace Health & Safety Act 2011 Queensland Code of Practise – Plant Environmental Protection Act 1994 • Environmental Protection Regulation 2008 • Environmental Protection (Noise) Policy 2008 Equipment Operators Manuals Australian Standards		

Work Method Statement and Risk Management Control and Implementation

I have been consulted, understand and acknowledge the requirements of this

Work Method Statement. I hold all, current & up to date, licenses & certificates to complete tasks –

Ask your Supervisor to Explain

Full Name (Please Print)	Job Description	Signature	Date	Verified Competent
John England	Drainer			
Jack England	Plumber			
Nick St George	Plumber			
Malcolm Baker	Plumber			
Darren Nutley	Excavator Operator			

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Notes

BILL

Supplier ⇨: John England Drainage Contractor F Terms ⇨: Net 30 ☐ Tax Inclusive

Ship to ⇨: Carsburg Civil Pty Ltd Purchase #: W000Y
Date: 16/07/2021
Supplier Inv#: 00003888

Description	Acct#	Amount	Job	Tax
4.1 - Drainage works	5-3120	\$2,700.00	AZU001	GST
4.2 - Drainage works	5-3120	\$3,420.00	AZU001	GST
4.3 - Drainage works	5-3120	\$5,760.00	AZU001	GST
4.4 - Drainage works	5-3120	\$1,980.00	AZU001	GST
4.5 - Drainage works	5-3120	\$4,140.00	AZU001	GST
VAR003 - Drainage works	5-3120	\$6,000.00	AZU001	GST

Subtotal: \$24,000.00
Freight: \$0.00 GST ☐
Tax ⇨: \$2,400.00
Total Amount: \$26,400.00

Comment:
Ship Via:
Promised Date:

Journal Memo: Purchase: John England Drainage Cor Applied to Date: \$0.00 History...

Bill Delivery Status: To be Printed Balance Due: \$26,400.00

☐ Save as Recurring ☐ Payment ☐ Spell Category:

Help F1 Print Send To Journal Layout Register

Whytecliffe Pde - Woody Point - Bill of Quantities - Rev 4					
	Item Description	Quantity	Unit	Unit Rate (Ex GST)	Amount (Ex GST)
1	P&G				
1.1	Site Establishment & Dis-establishment		Lump Sum	N/A	\$2,400.00
1.2	Additional Site Establishment & Dis-establishment's -should it be sequenced as such		Lump Sum	N/A	excl
1.3	Supply HSQE documentation / program / insurances and any other necessary documentation - does not necessarily include the use of 3rd party online HSQE system - unless agreed		Lump Sum	N/A	\$1,239.00
	Survey Costs - use lower value if not using our Stormwater Pricing below!!				
1.5	Survey setout - excl S/W		Lump Sum	N/A	\$1,400.00
1.7	Survey Asbuilt - excl S/W - by Registered Surveyor		Lump Sum	N/A	n/a
1.9	Traffic control - excluded by builder		Lump Sum	N/A	by builder
1.10	Pothole for Existing Services - 3T & Spotter		hrly	\$195.00	hrly rate
	Sub Total				\$5,039.00
2	Environmental Control				
2.1	Silt Fence Erection	116	m	\$7.50	\$870.00
2.2	Temporary entrance shake down's - excl steel grids	1	No	\$2,100.00	\$2,100.00
2.3	e/o- incl steel grids for job duration		No	\$1,900.00	rate only
2.4	Sediment Protection to various Pits - during construction - existing		No	\$125.00	rate only
2.5	Sediment Protection to various Pits - during construction - proposed		No	\$125.00	rate only
2.6	Swale Drains	54	m	\$20.00	rate only
	Temporary / Permenant - Sediment Basin				
2.11	Cut to Temp Stockpile / Shape - m2 x m deep		m3	\$20.00	rate only
2.12	Allowance Spillways		m2	\$75.00	rate only
2.13	Allowance Ongoing Monitoring / pH monitoring / Floc / Pump out		LS		by builder
2.14	Allowance sediment clean-out prior to Bio-retention media placement		LS	\$1,250.00	by builder
2.15	Backfill upon completion utilising Stockpiled Materials		m3	\$45.00	rate only
	Sub Total				\$2,970.00
3	Demolition & Earthworks				
	Demolition				
3.1	Building / Garage Removal		LS		by demo contractor
3.2	Hardstands / existing cross-overs / paths / retaining wall sand man-made surfacing		LS		by demo contractor
3.3	Tree Removal incl Root Structure		LS		by demo contractor
3.4	Fauna Spotter		LS		by demo contractor
	Earthworks				
3.6	Remove 150mm topsoil / grass covering to waste - 620m2	62	m3	\$30.00	\$1,860.00
3.7	Remove 100mm topsoil / grass covering to stockpile for re-use in Landscape Zones		m2	\$10.00	rate only
3.19	Final Trim & Proof Roll Subgrade	620	m2	\$2.00	\$1,240.00
3.21	extra-over Remove & Replace soft spots - import - cohesive soil / cleanfill - CBR3+ - rate only		m3	\$65.00	rate only
3.22	extra-over Remove & Replace soft spots - import - granular - CBR10/15+ - rate only		m3	\$75.00	rate only
3.28	Import to Fill, Spread & Compact - cohesive soil - cleanfill - CBR3+ - Qty as per dwng C201	148	m3	\$32.00	\$4,736.00
3.29	Import to Fill, Spread & Compact - import - granular - CBR15		m3	\$45.00	rate only
3.30	Final Trim & Proof Roll - Import to Fill	620	m2	\$2.50	\$1,550.00
	Geotechnical				
3.47	Geotech Supervision - Level 1 incl N/D testing - but excluding RPEQ certification	1	LS	\$1,500.00	\$1,500.00
	Sub Total				\$10,886.00
4	Stormwater				
	Drainage - trench, supply, bed, lay, cap, joint and backfill concrete RCRRJ pipe incl CCTV				
4.1	2No x 75 x 125 RHS to kerb	12	m	\$275.00	\$3,300.00
4.2	2No x 150dia PVC - to 1.5m deep	26	m	\$165.00	\$4,290.00
4.3	2No x 225dia PVC to 1.5m deep with rock rip rap discharge	38	m	\$180.00	\$6,840.00
4.33	450x4500 Field Inlet -	2	No	\$1,200.00	\$2,400.00
4.34	600x600 Field Inlet -	2	No	\$2,400.00	\$4,800.00
4.47	150mm wide Aco Drain -		m	\$300.00	by concrete
	Sub Total				\$21,630.00
	Sewer				
	Sewer - trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc				
	by Unity Water		LS		excl
	Sub Total				\$0.00
	Water				
	Water - trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc				
	by Unity Water		LS		excl
	Sub Total				\$0.00
	Site Services - excl by Electncal - Price avaialbe upon request				
	Services- trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc				
	Sub Total				\$0.00
5	Pavements				
	Supply, lay, grade, compact and compaction test				
	Internal Only				
	Flexible Pavment				
	Rigid Pavment				n/a
5.9	CBR45 x		m3	\$75.00	rate only
5.10	Trim CBR45 - pre mesh		m2	\$2.50	rate only
5.11	Concrete Supply & Placement				by concrete
	Concrete Paths				n/a

	Item Description	Quantity	Unit	Unit Rate (Ex GST)	Amount (Ex GST)
	Kerbing				n/a
	Road Marking - Optional				n/a
	Signage				n/a
	External Only				
	Vehicle Crossing				by concretor
	<i>Sub Total</i>				\$0.00
6	Detailed Excavations				
	Excavate for				
6.1	RW1 /SF1 - 133* 45* 6	36	m3	\$135.00	\$4,860.00
6.2	SF2 - 39*.65* 6	15	m3	\$135.00	\$2,025.00
6.3	GB1 - 122* 45* 625	34	m3	\$135.00	\$4,590.00
6.4	PF1 - 2No		m3	\$135.00	\$0.00
6.5	PF2 - 6No		m3	\$135.00	\$0.00
6.6	Auger - 8T		hr	\$177.00	rate only
6.7	Auger - 15T		hr	\$207.00	rate only
6.8	Rate for removal of spoil- <i>loose truck measure</i>		m3	\$22.00	rate only
	<i>Sub Total</i>				\$11,475.00
7	Retaining Walls - excl by wall builder				
	Backfill to				
	<i>Sub Total</i>				\$0.00
				TOTALCOST (excl GST)	\$52,000.00
				GST \$	5,200.00
				TOTALCOST (Incl GST) \$	57,200.00

Quote

JOHN ENGLAND

Drainage Contractor

0411 800 812

SUB DIVISIONS

COMMERCIAL

INDUSTRIAL

PO Box 246, Samford QLD 4520

Phone: (07) 54982026(a/hrs)

Mobile: 0411 800 812

Fax: (07) 54982020

jedcon@civildrainage.net.au

QBSA Lic. 050 843

ABN: 26 054 463 099

Attention: Carsburg Civil Pty Ltd

Quote: 00004309

Date: 6/05/2021

Description

52 Whytediffe Pde, Woody Point	
Civil Stormwater complete to plans C301/RevP1 given, including 2x600 & 2x450 gullies & RHS piping to kerb & channel. (Sewer & Water connections will be done by Unity Water)	\$18,000.00
NOT INCLUDING: Stockpile excess soil & materials on site only Rock excavation @ \$250pcm Council fees if any Returfing or landscaping Surveying or As Cons Cutting or replacing existing concrete or bitumen if necessary Replacing existing fences if necessary Supply or Install trench grates	
	GST: \$1,800.00
	Total Inc GST: \$19,800.00

I accept this quotation and certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of John England Drainage Contracto Pty Ltd which form part of, and are intended to be read in conjunction with this Quotation Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act

I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.

SIGNED (JEDCON): _____ GNED
IDENTITY

Name: _____ Name:

Position: _____ Position:

WITNESS TO CLIENT'S SIGNATURE:

Name: _____ Date: _____ Signed:

From: Andy Stewart [Azura] <andys@azuragroup.com.au>
Sent: Wednesday, 30 June 2021 5:09 PM
To: Virginia Hemsley <virginia@carsburgearthmoving.com.au>
Cc: Rodney Carsburg <rodney@carsburgearthmoving.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>; Shaun Spry [Azura] <shauns@azuragroup.com.au>
Subject: RE: 210610 Whytecliffe_Earthworks & Civils_Subcontract - Variation request - stormwater revision

Hi Virginia,

Please accept this as approval for variation.

And I will be on site at 8am tomorrow to meet survey and confirm that set is correct for drainage on Friday.

Andy Stewart
Construction Manager
Mobile: 0437 403 779



HEAD OFFICE
167-171 Brisbane Road, Mooloolaba QLD 4557
PO Box 779, Mooloolaba QLD 4557

azurabuildinggroup.com.au

F (07) 5444 4707

From: Virginia Hemsley <virginia@carsburgearthmoving.com.au>
Sent: Wednesday, 30 June 2021 12:07 PM
To: Andy Stewart [Azura] <andys@azuragroup.com.au>
Cc: Rodney Carsburg <rodney@carsburgearthmoving.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>
Subject: FW: 210610 Whytecliffe_Earthworks & Civils_Subcontract - Variation request - stormwater revision

[EXTERNAL]

Andy,

I have my plumber going to site tomorrow and Friday to install the stormwater,
Can you have the pit location and out lets pegged.

Also can you confirm acceptance for the extra over costs on the redesign to the storm water as per the email correspondence.

Regards,

Virginia Hemsley

Earthmoving Excellence



207 Elliot Road, Banyo QLD 4014

T: (07) 3267 8033 M: 0417 779 245

rodney@carsburgearthmoving.com.au

www.carsburgearthmoving.com.au

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From: Carsburg Estimator <estimator@carsburgearthmoving.com.au>

Sent: Tuesday, 29 June 2021 3:20 PM

To: Shaun Spry [Azura] <shauns@azuragroup.com.au>

Cc: Andy Stewart [Azura] <andys@azuragroup.com.au>; Sarah Leftwich

<SarahL@azuragroup.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>; Rodney

Carsburg <rodney@carsburgearthmoving.com.au>; Virginia Hemsley

<virginia@carsburgearthmoving.com.au>

Subject: RE: 210610 Whytecliffe_Earthworks & Civils_Subcontract - Variation request - stormwater revision

Hi Shaun

Please refer to the attachments and the 1st bullet point below.

Our understanding is that the stormwater layout has been superseded with the layout now as per the 1st x 3 attachments (as opposed to that shown on the last attachment).

This will require an additional 20 meters of 225dia, 2No x bends and a 600 x 900 Pit.

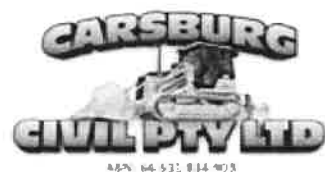
Your site has also requested that the footpath out front be saw cut and temporarily reinstated in asphalt prior to its eventual replacement.

Our price to undertake this is \$7,000.00

Rod Carsburg (0417 779 245) is organising for this works to commence on Thursday; can you or your site Management please as a matter of urgency approve this variation verbally and follow up in writing.

Regards,

Darren McKay
Estimator



'Earthmoving Excellence'

207 Elliot Road, Banyo QLD 4014

M: 0429 112 536

Estimator@carsburgearthmoving.com.au

www.carsburgearthmoving.com.au

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From: Carsburg Estimator

Sent: Wednesday, 16 June 2021 12:11 PM

To: 'Shaun Spry [Azura]' <shauns@azuragroup.com.au>

Cc: 'Andy Stewart [Azura]' <andys@azuragroup.com.au>; 'Sarah Leftwich' <SarahL@azuragroup.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>; Rodney Carsburg <rodney@carsburgearthmoving.com.au>

Subject: RE: 210610 Whytecliffe_Earthworks & Civils_Subcontract

Morning

We are hoping to make a start on the above site; but have yet to receive FCI drawings nor the Cad drawing for level control purposes in response to my email below, (our Surveyor generally needs a day or two to abstract and provide data for our machine download). Can you please send these as a matter of urgency as we cant start without them.

Can you please clarify a number of other items:-

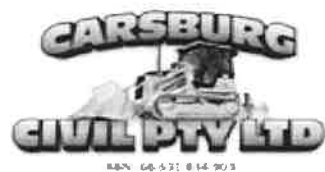
- Stormwater discharge – drawing 301 shows the discharge points “splaying” from the centre of the block; whereas drawing C201 has the stormwater lines going perpendicular before running parallel with the boundary
- Drawing C101 indicates dirty water diversion drains criss-crossing the site – but as I alluded to at tender submission time – how is this possible whilst undertaking the earthworks
- Drawing C201 implies a number of Pad Level BE's, which have corresponding different concrete thickness's (drawing S2101), can you confirm you want multiple pad levels as shown
- I had exclude the trench drains as they are normally done by concreter – I assume this is still the case
- I cant recall whom I spoke to but there was mention of us removing a tree – can you please confirm via a plan which Council tree it is you want priced

Regards,

Darren McKay

Estimator

'Earthmoving Excellence'



207 Elliot Road, Banyo QLD 4014

M: 0429 112 536

Estimator@carsburgearthmoving.com.au

www.carsburgearthmoving.com.au

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From: Carsburg Estimator

Sent: Friday, 11 June 2021 9:13 AM

To: Shaun Spry [Azura] <shauns@azuragroup.com.au>

Cc: Andy Stewart [Azura] <andys@azuragroup.com.au>; Sarah Leftwich

<SarahL@azuragroup.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>; Rodney

Carsburg <rodney@carsburgearthmoving.com.au>

Subject: RE: 210610 Whytecliffe_Earthworks & Civils_Subcontract

Just in the process of getting ready to do a hand-over to the Construction team; can you please provide:-

- “FCI” drawings or alternatively you are to advise in writing to proceed with the “Preliminary” set.
- Request a CAD / 12d file of the earthworks drawings inclusive of Survey control from the Designer in order for us to download the data to our Trimble aided plant for level / set-out control.

Rod (0417 779 245) will be the point of contact moving forward.

Virginia will otherwise send you the Insurances / SWMS / ITPs; whilst Neil and I will counter-sign and return the SOW.



Regards,

Darren McKay

Estimator

‘Earthmoving Excellence’

207 Elliot Road, Banyo QLD 4014

M: 0429 112 536

Estimator@carsburgearthmoving.com.au

www.carsburgearthmoving.com.au

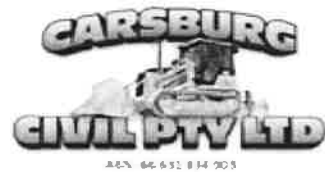
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From: Carsburg Estimator
Sent: Friday, 11 June 2021 8:36 AM
To: Shaun Spry [Azura] <shauns@azuragroup.com.au>
Cc: Andy Stewart [Azura] <andys@azuragroup.com.au>; Sarah Leftwich <SarahL@azuragroup.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>
Subject: RE: 210610 Whytecliffe_Earthworks & Civils_Subcontract

Hi Shaun

Thanks for the email below; are we able to schedule the pre-construction meeting for 1pm
Wednesday - as it's the earliest time I can coordinate both the Op's
& Site Manager to attend?



Regards,

Darren McKay
Estimator

'Earthmoving Excellence'

207 Elliot Road, Banyo QLD 4014
M: 0429 112 536
Estimator@carsburgearthmoving.com.au
www.carsburgearthmoving.com.au

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From: Shaun Spry [Azura] <shauns@azuragroup.com.au>
Sent: Thursday, 10 June 2021 1:59 PM
To: Carsburg Estimator <estimator@carsburgearthmoving.com.au>
Cc: Andy Stewart [Azura] <andys@azuragroup.com.au>; Sarah Leftwich <SarahL@azuragroup.com.au>; Neil Carsburg <neil@carsburgearthmoving.com.au>
Subject: 210610 Whytecliffe_Earthworks & Civils_Subcontract

Hi Darren,

Congratulations on being awarded the earthworks and civils works package at 52 Whytecliffe
Parade, Woody Point.

Purchase Order to be issued shortly.

Site works to commence around Mid next week. (I'll touch base shortly on regarding a pre-site meeting to meet Andy who will run the day to day works- Would Tuesday suit to catch up onsite and confirm a start date).

Please provide the below as soon as possible:

- 1. SWMS
- 2. Public liability and Workers Compensation Insurance

Project Documentation Link below with drawing register.

<https://www.dropbox.com/t/Eo11KSLNGorRnYaE>

Site Manager:

Andy Stewart
Mobile: 0437 403 779

Andy,
Darrens mobile:
M: 0429 112 536

Vendor form to be completed and returned:

Full Vendor Entity	
Trading Name	
ABN	
Registered for GST	
Postal Address	
Emails for Remittances	
Accounts Contact Number	
Email for Purchase Orders	
Site Contact Number	
Payment Terms	14 Days <i>*invoices dated prior to 2nd will be paid 17th, invoices dated prior to 17th will be paid 2nd of following month invoices to be submitted upon completion of works in accordance with PO & WO*</i>
Bank	
Account Name	
BSB	
Account Number	

THOMPSON ACCOUNTS USE ONLY	
Vendor Code (WMS)	
Date Set Up	

Let me know anything you require prior to works commencing.. (Etc survey files)

Regards

Shaun Spry

Ph: 0407 125 728



HEAD OFFICE
167-171 Brisbane Road, Mooloolaba QLD 4557
PO Box 779, Mooloolaba QLD 4557

azurabuildinggroup.com.au

F (07) 5444 4707 | QBCC # 15227083

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Variation Charge Sheet



PROJECT	Whytecliffe Pde, Woody Point	DATE	30/06/2021
INITIATED BY	Virginia	Instruction No.	As per email
AUTHORISED BY	Andy	CV No.	
CHARGED TO	Azura	IV NO	
DESCRIPTION	Extra Over Stormwater		

[illegible]

Is this claim subject to time extension? If so provide details:

	Sub Total	\$ 7,000.00
Overhead & Margin	0.0%	\$ -
TOTAL SUBMITTED (Ex GST)		\$ 7,000.00

JOHN ENGLAND
Drainage Contractor
0411 800 812

SUB DIVISIONS **COMMERCIAL** **INDUSTRIAL**

PO Box 246, Samford QLD 4520
Phone: (07) 54982026 (a/hrs)
Mobile: 0411 800 812
Fax: (07) 54982020
jedcon@civildrainage.net.au
QBSA Lic. 050 843
ABN: 26 054 463 099

Invoice: 00003888
Date: 16/07/2021
Terms: Net 14

Description

52 Whytecliffe Pde, Woody point Drainage works at: 52 Whytecliffe Pde, Woody point Civil Stormwater complete as quoted -	\$24,000.00
GST:	\$2,400.00
Total Inc GST:	\$26,400.00
Paid to date:	\$0.00
Balance Due:	\$26,400.00

Payment Details;



Detach this section and mail with your cheque to...

John England Drainage Contractor Pty
PO Box 246
SAMFORD QLD 4520



Please quote invoice number in the memo.

Commonwealth Bank of Australia
BSB: 064 116
Account No: 1001 0392
Name: John England Drainage Contractor Pty Ltd

Invoice: 00003888	Amount	\$26,400.00
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207 Elliot Road

(P.O Box 8)

Banyo



A.B.N. 11 010 937 676

Office Phone:

(07) 3267 8033

All Hours

DRY HIRE MACHINE PRICE LIST EFFECTIVE 1ST JULY 2021

Machine	DAILY	WEEKLY	Weekend
Bobcat/Skid Steer Loader			
Mini Bobcat (1250mm Wide)	\$280.00	\$1,200.00	\$450.00
Bobcat (Standard)	\$350.00	\$1,275.00	\$550.00
Excavator's			
1.7T Excavator (w/ Buckets & Ripper)	\$280.00	\$950.00	\$350.00
Post Hole Borer Unit	\$70.00	\$275.00	\$100.00
Hydraulic Rock Breaker	\$100.00	\$400.00	\$125.00
3.5T Excavator (w/ Buckets & Ripper)	\$350.00	\$1,200.00	\$500.00
Post Hole Borer Unit	\$100.00	\$350.00	\$125.00
Hydraulic Rock Breaker	\$130.00	\$400.00	\$150.00
Hydraulic Vibrating Plate	\$100.00	\$350.00	\$125.00
5.5T Excavator (w/ Buckets & Ripper)	\$375.00	\$1,475.00	\$600.00
Post Hole Borer Unit	\$100.00	\$350.00	\$125.00
Hydraulic Rock Breaker	\$130.00	\$400.00	\$150.00
Hydraulic Vibrating Plate	\$100.00	\$350.00	\$125.00
8T Excavator (w/ Buckets & Ripper)	\$450.00	\$1,700.00	\$750.00
Hydraulic Rock Breaker	\$185.00	P.O.A	\$660.00
Hydraulic Vibrating Plate	\$100.00	\$350.00	\$125.00
Compaction			
3T Smooth Drum Roller	\$280.00	N/A	N/A
Terms & Conditions Apply Prices are excluding GST Please see Hire Agreement for all Terms & Conditions Prices do not include delivery of machinery & attachments			
Ph: (07) 3267 8033 / sales@carsburgearthmoving.com.au			

Progress Claim No: 01

Total Contract Sum		Amount (Ex GST)	% Completed	% Previous	% This Claim	\$ Completed	\$ Previous	\$ This Claim
P&G								
1.1 Site Establishment & Dis-establishment		\$2,400.00	100%	0%	100%	\$2,400.00	\$0.00	\$2,400.00
1.2 Additional Site Establishment & Dis-establishment's -should it be sequenced as such		excl						
1.3 Supply HSQE documentation / program / insurances and any other necessary documentation - does not necessarily include the use of 3rd party online HSQE system - unless agreed								
Survey Costs - use lower value if not using our Stormwater Pricing below!		\$1,239.00	100%	0%	100%	\$1,239.00	\$0.00	\$1,239.00
1.4 Survey setout - excl SW								
1.5 Survey Asbuilt - excl SW - by Registered Surveyor		\$1,400.00						
1.6 Traffic control - excluded by builder		n/a						
1.7 Pothole for Existing Services - 3T & Spotter		by builder						
		hrly rate						
Sub		\$5,039.00						
Environmental Control								
2.1 Silt Fence Erection								
2.2 Temporary entrance shake down's - excl steel grids		\$870.00	100%	0%	100%	\$870.00	\$0.00	\$870.00
2.3 elo- incl steel grids for job duration		\$2,100.00	100%	0%	100%	\$2,100.00	\$0.00	\$2,100.00
2.4 Sediment Protection to various Pits - during construction - existing		rate only						
2.5 Sediment Protection to various Pits - during construction - proposed		rate only						
2.6 Swale Drains		rate only						
		rate only						
Temporary / Permanent - Sediment Basin								
2.7 Cut to Temp Stockpile / Shape - m2 x m deep		rate only						
2.8 Allowance Spillways		rate only						
2.9 Allowance Ongoing Monitoring / pH monitoring / Floc / Pump out		by builder						
2.10 Allowance sediment clean-out prior to Bio-retention media placement		by builder						
2.11 Backfill upon completion utilising Stockpiled Materials		rate only						
Sub		\$2,970.00						
Demolition & Earthworks								
Demolition								
3.1 Building Removal		by demo contractor						
3.2 Hardstands and man-made surfacing		by demo contractor						
3.3 Tree Removal incl Root Structure		by demo contractor						
3.4 Fauna Spotter		by demo contractor						
Earthworks								
3.5 Remove 150mm topsoil / grass covering to waste - 620m2		\$ 1,860.00	100%	0%	100%	\$1,860.00	\$0.00	\$1,860.00
3.6 Remove 100mm topsoil / grass covering to stockpile for re-use in Landscape Zones		rate only						
3.7 Final Trim & Proof Roll Subgrade		\$ 1,240.00	100%	0%	100%	\$1,240.00	\$0.00	\$1,240.00
3.8 extra-over Remove & Replace soft spots - import - cohesive soil / cleanfill - CBR3+ - rate only		rate only						
3.9 extra-over Remove & Replace soft spots - import - granular - CBR10/15+ - rate only		rate only						
3.10 Import to Fill, Spread & Compact - cohesive soil - cleanfill - CBR3+ - Qty as per dwng C201		\$ 4,736.00	100%	0%	100%	\$4,736.00	\$0.00	\$4,736.00
3.11 Import to Fill, Spread & Compact - import - granular - CBR15		rate only						
3.12 Final Trim & Proof Roll - Import to Fill		\$ 1,550.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
Geotechnical								
3.13 Geotech Supervision - Level 1 incl N/D testing - but excluding RPEQ certification		\$1,500.00	100%	0%	100%	\$1,500.00	\$0.00	\$1,500.00
Stormwater		Sub						
Drainage - trench, supply, bed, lay, cap, joint and backfill concrete RORR pipe incl CCTV								
4.1 2No x 75 x 125 RHS to kerb								
4.2 2No x 150dia PVC - to 1.5m deep		\$3,300.00	100%	0%	100%	\$3,300.00	\$0.00	\$3,300.00
4.3 2No x 225dia PVC to 1.5m deep with rock rip rap discharge		\$4,290.00	100%	0%	100%	\$4,290.00	\$0.00	\$4,290.00
4.4 450x4500 Field Inlet -		\$6,840.00	100%	0%	100%	\$6,840.00	\$0.00	\$6,840.00
4.5 600x600 Field Inlet -		\$2,400.00	100%	0%	100%	\$2,400.00	\$0.00	\$2,400.00
4.6 150mm wide Aco Drain -		\$4,800.00	100%	0%	100%	\$4,800.00	\$0.00	\$4,800.00
		by concretor						
Sub		\$21,630.00						
Detailed Excavations								
Excavate for								
6.1 RW1 /SF1 - 133' 45" 6								
6.2 SF2 - 39' 65" 6		\$4,860.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
6.3 GB1 - 122' 45" 625		\$2,025.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
6.4 PF1 - 2No		\$4,590.00	0%	0%	0%	\$0.00	\$0.00	\$0.00
6.5 PF2 - 6No								
6.6 Auger - 8T		rate only						
6.7 Auger - 15T		rate only						
6.8 Rate for removal of spoil- loose truck measure		rate only						
Sub T		\$11,475.00						
TOTAL COST (excl GST)								
Variations		\$52,000.00	72%			\$37,575.00	\$0.00	\$37,575.00
VAR001 C&D Removal		\$ 1,075.26	100%	0%	100%	\$1,075.26	\$0.00	\$1,075.26
VAR002 Subgrade Replacement		\$ 3,861.00	100%	0%	100%	\$3,861.00	\$0.00	\$3,861.00
VAR003 Extra Over Stormwater		\$ 7,000.00	100%	0%	100%	\$7,000.00	\$0.00	\$7,000.00
		\$ 11,936.26	100%			\$ 11,936.26	\$ -	\$ 11,936.26
<i>All figures above are GST exclusive</i>								
Value of This Claim								
GST								\$49,511.26
Total of Claim Inc GST								\$4,951.13
								\$54,462.39

B5B:

Account No:

084 - 004

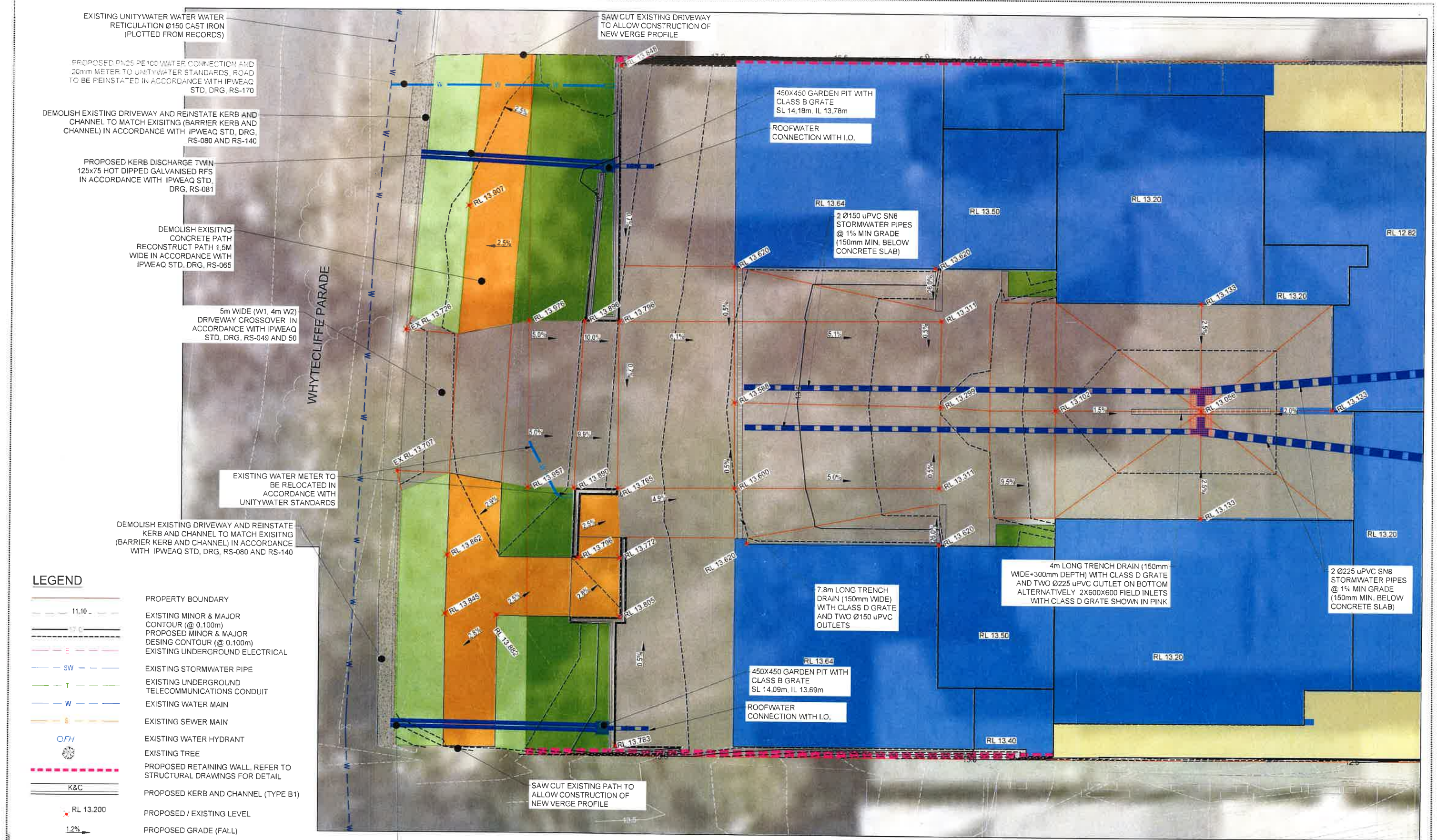
Name of Account:

36 491 0179

Carsburg Civil Pty Ltd

Signed:

Date: 28/07/2021



LEGEND

- 11.10 - - - - - PROPERTY BOUNDARY
- 17.0 - - - - - EXISTING MINOR & MAJOR CONTOUR (@ 0.100m)
- DESIGN CONTOUR (@ 0.100m)
- E - - - - - EXISTING UNDERGROUND ELECTRICAL
- SW - - - - - EXISTING STORMWATER PIPE
- T - - - - - EXISTING UNDERGROUND TELECOMMUNICATIONS CONDUIT
- W - - - - - EXISTING WATER MAIN
- S - - - - - EXISTING SEWER MAIN
- OFH - - - - - EXISTING WATER HYDRANT
- EXISTING TREE
- PROPOSED RETAINING WALL. REFER TO STRUCTURAL DRAWINGS FOR DETAIL
- K&C - - - - - PROPOSED KERB AND CHANNEL (TYPE B1)
- RL 13.200 - - - - - PROPOSED / EXISTING LEVEL
- 1.2% - - - - - PROPOSED GRADE (FALL)
- PROPOSED STORMWATER PIPE
- STORMWATER STRUCTURE
- PROPOSED LANDSCAPE. REFER TO ARCHITECTURAL DRAWINGS.
- PROPOSED VERGE LANDSCAPE (TURF)
- PROPOSED BUILDING AREA. REFER TO ARCHITECTURAL DRAWINGS.
- PROPOSED CONCRETE PAVEMENT. REFER TO STRUCTURAL DRAWINGS FOR DETAIL

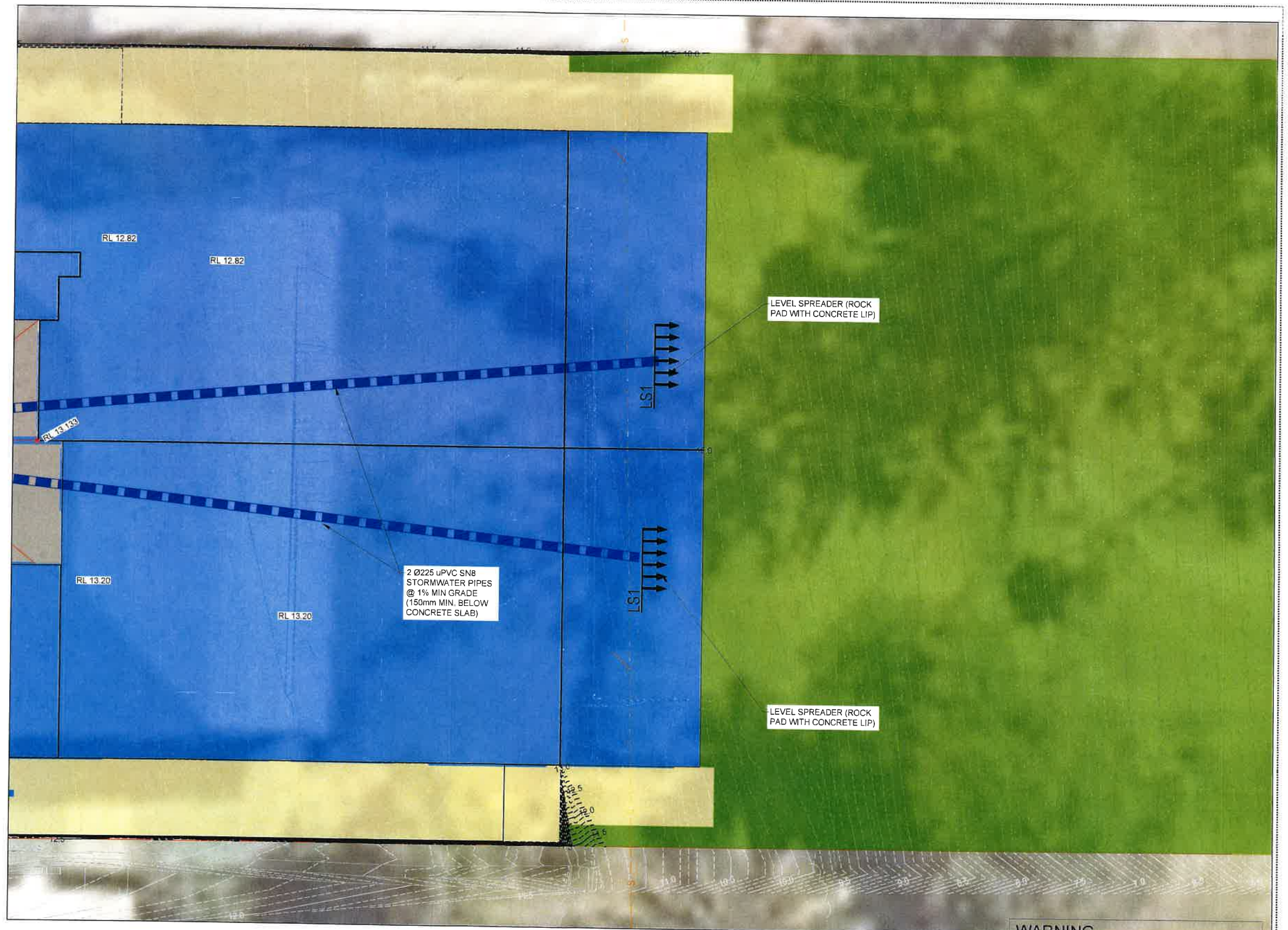
WARNING
THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL EXISTING SERVICES ON AND EXTERIOR TO THE SITE INCLUDING WATER MAINS, SEWER MAINS, GAS MAINS, TELECOMMUNICATIONS CABLES, ELECTRICAL CABLES, AND STORMWATER PIPES. ANY DAMAGE TO EXISTING SERVICES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

NORTH

0 1 2 3m

Scale 1:50 @A1

RPEQ Name: ERIN HOGAN Sign: RPEQ No: 21411 Date:	EDGE Engineering & Design www.edge.co.nz The copyright in this document is held by Edge Engineering & Design. No part of this document may be reproduced without the written permission of Edge Engineering & Design. DO NOT SCALE DRAWINGS. IF IN DOUBT, ASK!	Broome Architects 101 Papanui Road, Papanui, Christchurch 8013 03 366 1234 broome@broome.co.nz broome.co.nz	Project Name: PROPOSED RESIDENTIAL DEVELOPMENT LOT 99 & 100, 52 WHYTECLIFFE PRD Client: THOMPSON SUSTAINABLE HOMES Drawn: JC Checked: MM Discussed: JC Scale: 1:50	Drawing Title: SITE WORKS AND DRAINAGE LAYOUT PLAN SHEET 1 OF 2 Project No: 200857 Drawing No: C301 Revision: P1 PRELIMINARY
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LEGEND

- PROPERTY BOUNDARY
- EXISTING MINOR & MAJOR CONTOUR (@ 0.100m)
- PROPOSED MINOR & MAJOR DESING CONTOUR (@ 0.100m)
- EXISTING UNDERGROUND ELECTRICAL
- EXISTING STORMWATER PIPE
- EXISTING UNDERGROUND TELECOMMUNICATIONS CONDUIT
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING WATER HYDRANT
- EXISTING TREE
- PROPOSED RETAINING WALL. REFER TO STRUCTURAL DRAWINGS FOR DETAIL
- PROPOSED KERB AND CHANNEL (TYPE B1)
- PROPOSED / EXISTING LEVEL
- PROPOSED GRADE (FALL)
- PROPOSED STORMWATER PIPE
- STORMWATER STRUCTURE
- PROPOSED LANDSCAPE. REFER TO ARCHITECTURAL DRAWINGS.
- PROPOSED VERGE LANDSCAPE (TURF)
- PROPOSED BUILDING AREA. REFER TO ARCHITECTURAL DRAWINGS.
- PROPOSED CONCRETE PAVEMENT. REFER TO STRUCTURAL DRAWINGS FOR DETAIL

WARNING

THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL EXISTING SERVICES ON AND EXTERIOR TO THE SITE INCLUDING WATER MAINS, SEWER MAINS, GAS MAINS, TELECOMMUNICATIONS CABLES, ELECTRICAL CABLES, AND STORMWATER PIPES. ANY DAMAGE TO EXISTING SERVICES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.



Scale 1:50 @A1

RPEQ Name: ERIN HOGAN
Sign:
RPEQ No: 21411
Date:



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Project Name
PROPOSED RESIDENTIAL DEVELOPMENT
LOT 99 & 100, 52 WHYTECLIFFE PRD
Client
THOMPSON SUSTAINABLE HOMES

Drawing Title
SITE WORKS AND DRAINAGE LAYOUT PLAN SHEET 2 OF 2
Project No.
200857
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P1