

Dated 12 / 10 / 2022

Eve Residences

180 Marine Parade, Labrador QLD 4215

**Minor Works Subcontract
Construct Only (QLD)**

Works Order No: 1539247

J. Hutchinson Pty Ltd (ABN 52 009 778 330)

**S&D O' Brien Pty Ltd as Trustees for The O'
Brien Unit Trust, Trading as Cogent
Scaffolding (ABN 30 570 017 005)**

HUTCHIES



SMALL BUSINESS MINOR WORKS SUBCONTRACT – CONSTRUCT ONLY (QLD)

Dated this 12th day of October 2022

Contract No. 1538247

(this number MUST be quoted on all invoices)

BETWEEN:

CONTRACTOR:

J HUTCHINSON PTY LTD
ABN: 52 009 778 330
ADDRESS: 584 Milton Road Toowong 4068
PHONE: (07) 3335 5000
EMAIL ADDRESS FOR PAYMENT CLAIMS: ap@hutchinsonbuilders.com.au

AND

SUBCONTRACTOR:

S&D O' Brien Pty Ltd as Trustees for The O' Brien Unit Trust, Trading as Cogent Scaffolding
ABN: 30 570 017 005
ADDRESS: Unit 8, 368 Earnshaw Road Banyo QLD 4014
PHONE: 0488 660 340
EMAIL: info@cogentscaffolding.com.au
LICENCE NO: -

SUBCONTRACT PARTICULARS

- 1 **Principal:** Eve Co Aust Pty Ltd, Trustee of the Eve Co Discretionary Trust
- 2 **Project:** Eve Residences
25-storey luxury tower consisting of 157 residential units, recreational rooftop area, infinity pool, residents club lounge, gymnasium, private dining room and ground floor retail spaces.
- 3
- 4 **Site:** 180 Marine Parade, Labrador QLD 4215
- 5 **Date for Commencement of Works:** As per program
- 6 **Date for Delivery:** As per program
- 7 **Date for Practical Completion:** As per program
- 8 **Subcontract Sum:** The amount/ schedule of rate set out in (or calculated in accordance with) Schedule 1 which is exclusive of GST, as may be adjusted in accordance with the provisions of the Subcontract
- 9 **Security:** N/A
- 10 **Liquidated Damages:** \$2,500.00 per day after the Date for Subcontract Practical Completion
- 11 **Qualifying cause of delay:** Standard AS definitions, inclement weather, variations, latent conditions, Covid Issue
- 12 **Brief description of the Materials/Works:** As stated in Schedule 2 of the Subcontract
- 13 **Insurance by Subcontractor:**

Public liability	\$ 20,000,000.00 to be maintained until the end of the Defects Liability Period
Product liability Period	\$ 20,000,000.00 to be maintained for the period until 6 years following expiry of the Defects Liability Period
Subcontract Works / Risk Policy	\$ 500,000.00 to be maintained until Practical Completion
Professional Indemnity	\$ 40,000,000.00 to be maintained for a period of 8 years after Practical Completion

WorkCover, Workers Compensation or any other insurance required under statute.
- 14 **Subcontract Documents:** (and to the extent of any ambiguity, discrepancy or inconsistency in or between the Subcontract Documents have the order of precedence as listed):
 1. Subcontract Particulars
 2. Subcontract Conditions
 3. Schedule 1 to the Subcontract – Subcontract Sum
 4. Schedule 2 to the Subcontract – Description of Materials / the Works
 5. Schedule 3 to the Subcontract – Project Program
 6. Schedule 4 to the Subcontract – Separable Portions
 - ~~7. Schedule 5 to the Subcontract – Deed of Guarantee & Indemnity~~
 - ~~8. Schedule 6 to the Subcontract – Statutory Compliance Obligations~~
 - ~~9. Schedule 7 to the Subcontract – Deed of Release~~
 - ~~10. Schedule 8 to the Subcontract – Warranties~~
 11. Schedule 9 to the Subcontract – Declaration by Subcontractor

Note: list relevant drawings and specifications. If not enough space – list in attachment
- 15 **Times for payment claims prior to Practical Completion:** On the last Business Day of the month
- 16 **Due date for the Contractor to make payment:** 25 Business Days after the Consultant makes a valid claim for payment under the Contract.
- 17 **Building Code 2016:** Applicable Yes

Note: The provisions relating to the Building Code form part of the statutory compliance obligations contained in Schedule 8.

Executed on behalf of J Hutchinson Pty Ltd ABN 52 009 778 330
by its duly authorised representative:

Amelia Kordic
Name of authorised representative

[Signature]
Signature

Executed on behalf of S&D O' Brien Pty Ltd as Trustees for The O
' Brien Unit Trust, Trading as Cogent Scaffolding ABN 30 570
047 005
by its duly authorised representative

STEVEN O'BRIEN
Name of authorised representative

[Signature]
Signature

SUBCONTRACT CONDITIONS

1. DEFINITIONS

In the Subcontract except where the context otherwise requires:

"Business Day" means a day that is not a Saturday or Sunday, or a public holiday, special holiday or bank holiday in the place where the Site is located;

"claim" means any claim for an entitlement to an extension of time, an adjustment to the Subcontract Sum or the recovery of cash, expenses, damages, liabilities or other amounts under the Subcontract or otherwise;

"Date for Commencement" means the date stated in the subcontract particulars or such other date nominated by the Contractor in writing;

"Date for Delivery" means the date stated in the subcontract particulars;

"Date for Practical Completion" means the date stated in the subcontract particulars, as adjusted in accordance with the Subcontract;

"day" means calendar day;

"Defects Liability Period" means the period commencing on the date of Practical Completion and ending on the date of expiry of the last defects liability period under the Head Contract;

"Direct" or **"Direction"** includes any direction, instruction or communication from the Contractor to the Subcontractor;

"Force Majeure Event" means an occurrence beyond the control and without the fault or negligence of the Contractor and which the Contractor is unable to prevent or provide against by the exercise or reasonable diligence, including, but not limited to:

- (a) acts of nature or foreign enemies, expropriation or confiscation of facilities, war, rebellion, civil disturbances, sabotage or riots;
- (b) significant disruption to the Works at or access to Site by third parties, unusually severe weather and its effects, fires, explosions, epidemic illness or any other significant public health event or occurrence that limits or prevents the Works or work being undertaken, or other catastrophes; and strikes, blockades or any other concerted acts of workers or other similar occurrences.

"Head Contract" means the contract between the Principal and the Contractor for the execution of the Project;

"Head Contract Works" means the works to be carried out by the Contractor under the Head Contract and includes temporary works and constructional plant;

"Materials" means those goods, materials, parts or other tangible items to be provided by the Subcontractor in accordance with the Subcontract, a brief description of which is contained in Schedule 2;

"month" means calendar month;

"Personnel" includes the Subcontractor's officers, partners, employees, agents, subcontractors, consultants and suppliers.

"Practical Completion" is that stage in the execution of the Works when the Works are complete except for minor defects and/or omissions that do not prevent the Works from being capable of being used for their intended purpose;

"Prime Cost Item" means an item such as a fixture or fitting that has either not been selected or for which costs are not available at the Subcontract Date the cost for supply of which has been included as a reasonable estimate in the Subcontract Sum as set out in Schedule 1;

"Principal" means the person or entity stated in the subcontract particulars being the principal under the Head Contract;

"Program" means the Subcontractor's written statement showing the dates by which, or the times within which, the various stages or portions of the Works are to be carried out or completed by the Subcontractor under this Subcontract.

"Project" means the whole of the work to be carried out and completed by the Contractor under the Head Contract, which is briefly described in the subcontract particulars;

"Project Program" means the document or documents setting out the program of Head Contract Works to achieve practical completion under the Head Contract attached in Schedule 3 to the Subcontract, or any updated program of Head Contract Works that may be provided to the Subcontractor from time to time;

"Provisional Sums" means the amounts set out in Schedule 1;

"Qualifying Cause of Delay" means any act, default or omission of the Contractor or its consultants, agents or other contractors (not being employed by the Subcontractor) not being an act or omission

contemplated by this Subcontract, or anything stated in Item 10 of the Subcontract Particulars;

"Security Interest" has the same meaning as under the PPSA;

"Site" means the address in the subcontract particulars;

"Subcontract" means the agreement between the Contractor and the Subcontractor as detailed in the subcontract particulars;

"Subcontract Date" means the date specified in the Subcontract Particulars or if none is specified the date on which the Subcontractors commences the Works;

"Subcontract Documents" means the documents listed in the subcontract particulars;

"Subcontract Sum" means the amount set out in (or calculated in accordance with) Schedule 1, as adjusted in accordance with the Subcontract including Provisional Sums and Prime Cost Items but excluding GST;

"the Works" means the whole of the work to be designed and carried out and completed by the Subcontractor in accordance with the Subcontract, a brief description of which is contained in Schedule 2, and includes supply of the materials and all services reasonably necessary for, incidental to or can be reasonably inferred from the supply of the Materials;

"Variation" means to vary the Works by changing, adding to or omitting from the Works under clause 7.

2. APPLICATION OF THE SUBCONTRACT

- (a) The Subcontractor warrants that at the time of execution of this Subcontract it is a business that employs fewer than 20 persons.
- (b) The Subcontractor acknowledges that the Contractor enters into this Subcontract in reliance upon the Subcontractor's warranty under clause 2(a).

3. OBLIGATIONS AND WARRANTIES OF THE PARTIES

- (a) The Subcontractor warrants:
 - (i) it has and will have at all times the experience, expertise, skill, competence, capacity and other resources necessary to perform the Works and properly discharge its obligations under this Subcontract;
 - (ii) it did not in any way rely upon any information, data, representation, statement or document made or provided to the Subcontractor by the Contractor or anyone on behalf of the Contractor or the accuracy or adequacy of any such information, data, representations, statement or document prior to or at the time of entering into the Subcontract;
 - (iii) it has the financial capacity to meet its obligations under the Subcontract and the Subcontractor must within 2 Business Days of request from the Contractor, at any stage up until the end of the Defects Liability Period the Subcontractor must provide evidence to the reasonable satisfaction of the Contractor that the Subcontractor has the financial capacity to meet its obligations under the Subcontract;
 - (iv) it shall carry out and complete the Works:
 - (1) in a proper and tradesperson like manner and to the Contractor's reasonable satisfaction in a competent manner, with due diligence and without delay;
 - (2) in accordance with the Subcontract and the Contractor's Directions and the Subcontractor has taken reasonable steps to inform itself of the Contractor's requirements for the Works;
 - (3) in accordance with all legislative requirements including any relevant Australian Standards applicable to the Works and pursuant to Schedule 6 of the Subcontract.
 - (4) obtaining all approvals necessary to complete the Works and in compliance with those approvals;
 - (5) using materials that are new, free of defects and of the highest quality for the purpose or application required; and
 - (6) by the Date for Practical Completion.
- (b) The Subcontractor must satisfy itself as to:
 - (i) the accuracy or suitability of the documents comprising the Subcontract; and
 - (ii) the suitability of the Site, including any natural or artificial subsurface, surface or physical conditions in, on or above the Site.

and shall not be entitled to make any claim against the Contractor in relation to the Subcontract or the Site.

The Subcontractor acknowledges that the Contractor is relying on the skill, care and diligence of the Subcontractor in the carrying out and completion of the Works.

- (c) If required by the Contractor, the Subcontractor agrees to this Subcontract being novated from the Contractor to the Principal.
- (d) The Subcontractor must give the Contractor copies of all draft as built drawings, manuals and a draft list of all required certificates by the earlier of:
 - (i) 10 Business Days prior to the date upon which the Subcontractor anticipates that Practical Completion will be reached; and
 - (ii) 30 Business Days prior to the date for practical completion of the Head Contract Works as set out in the Project Program.

All final copies must be provided as a condition precedent to achieving Practical Completion and must be given to the Contractor by the earlier of:

- (i) the date upon which the Subcontractor anticipates that Practical Completion will be reached; and
- (ii) 10 Business Days prior to the date for practical completion of the Head Contract Works as set out in the Project Program.

4. MATERIALS

- (a) The Materials shall, unless otherwise stated in the Subcontract, be:
 - (i) in a form or deliverable state as required by the Contractor;
 - (ii) of merchantable quality, new and free from defects;
 - (iii) fit and suitable for their purpose; and
 - (iv) free and clear of all charges, liens, encumbrances and the Subcontractor must have good title to them.
- (b) The Subcontractor shall deliver the Materials by the Date for Delivery.
- (c) All Materials must be suitably packed or otherwise prepared for delivery at the Subcontractor's own cost, and Materials are to be delivered to the Place of Delivery free of all freight, delivery and insurance charges, which are to be to the Subcontractor's account.
- (d) All Materials, whether paid for or not, are subject to inspection by the Contractor's authorised representative, either before or after delivery. If the Materials do not conform to the requirements of the Subcontract, the Contractor may, in its discretion, Direct the Subcontractor to rectify the Materials or reject all or any of the Materials. The Contractor retains the right to recover from the Subcontractor compensation in respect of any rejected Materials. All rejected Materials subsequent to delivery will be returned at the Subcontractor's expense unless picked up by the Subcontractor within 7 days of being notified of the rejection.
- (e) Delivery of the Materials will be deemed to occur when the Materials have been delivered to the Site, or such other place as Directed by the Contractor, and the Contractor has given the Subcontractor a written notice that the Materials are acceptable.
- (f) The Materials are at the Subcontractor's risk until delivery.
- (g) Title to the Materials passes to the Contractor on the earlier of the date of payment or delivery of the Materials.
- (h) Where the Contractor receives title to the Materials or part thereof before possession of the Materials, the Subcontractor warrants that the Materials will be free from all Security Interests held by the Subcontractor or a third party when it enters the Contractor's possession.
- (i) The Supplier shall, if requested by the Contractor, ensure that any registered Security Interest in the Materials or part thereof in breach of clause 4(h) is removed from the Personal Property Securities Register.
- (j) Unless otherwise instructed and notwithstanding the order of precedence in Item 13 of the Subcontract Particulars, the Subcontractor must ensure that where there is more than one option for the Works, that the Subcontractor allows in the Subcontract Sum the highest and best standard of works and will notify the Contractor of the options as soon as the Subcontractor is aware of the options and must follow the direction of the Contractor as to which option to adopt.

5. DOCUMENTS, IP AND CONFIDENTIALITY

- (a) Documents provided by the Contractor under the Subcontract or otherwise remain the Contractor's property and shall be returned to the Contractor on demand.

(b) The Contractor retains all intellectual property (IP) in the documents. The Contractor grants to the Subcontractor a licence to use the documents to carry out the Works and any rectification, maintenance or servicing as necessary for the purposes of the Subcontract.

(c) The Subcontractor shall not use, copy or reproduce the documents provided by the Contractor for any purpose other than the Works.

(d) The Subcontractor must keep confidential, details of this Subcontract, the Works and all information provided to, or by the Subcontractor (Confidential Information) and not provide, disclose or use such Confidential Information except:

- (i) with the Contractor's prior written consent or if required by any law;
- (ii) for the purposes of performing the Subcontractor's obligations under and in accordance with this Subcontract or to obtain legal advice in relation to the Subcontract or the Works; or
- (iii) to the extent the Confidential Information is in the public domain (other than by reason of the Contractor's breach of this Subcontract).

(e) The Subcontractor must keep, maintain and make available to the Contractor for inspection and copying all documents and records as required by the <https://subbies.hutchies.com.au/resources/requirements> or similar (Subcontractor Information) and assist the Contractor in relation to any audit by the Contractor of the Subcontractor Information including in order to ensure compliance by the Subcontractor and/or the Contractor, with any legislative requirement.

6. DIRECTIONS

- (a) Subject to the Subcontract, the Contractor may from time to time give a Direction to the Subcontractor in connection with the carrying out of the Works, and the Subcontractor shall comply with the Direction.
- (b) A Direction may be given orally, however, where given orally the Contractor shall give the Subcontractor written confirmation within 3 Business Days.
- (c) Separable portions may be directed by the Contractor, who shall in Schedule 4 clearly identify for each, the:
 - (i) portion and value of the Works comprising the separable portion;
 - (ii) Date for Practical Completion for each separable portion; and
 - (iii) respective amounts for security and liquidated damages (all calculated pro-rata according to the ratio of the Contractor's valuation of the separable portion to the Subcontract Sum).

7. VARIATIONS

- (a) The Subcontractor shall not vary the Works except in accordance with the Contractor's written Direction.
- (b) The Subcontractor may request a Variation, however for a Variation for the convenience of the Subcontractor the Subcontractor shall not be entitled to either extra time or extra money.
- (c) The price for a Variation is to be as agreed or if not agreed as determined by the Contractor using:
 - (i) where the Subcontract prescribes specific rates or prices, applying those rates or prices;
 - (ii) where the Subcontract includes a schedule of rates, using those rates or prices to the extent that it is reasonable to use them; then
 - (iii) to the extent that neither clauses 7(c)(i) and 7(c)(ii) applies, a fair and reasonable valuation of the price of the Variation, including a reasonable amount for the Subcontractor's profit and overheads.
- (d) If the Subcontractor disputes the price of a Variation, the dispute may be referred to dispute resolution within 10 Business Days of the Contractor providing to the Subcontractor written notice of the price.
- (e) If the Subcontractor fails to refer the Variation to dispute resolution within the time period specified in this clause, then the Subcontractor is barred from disputing the price.

8. SECURITY

- (a) Security shall be provided in the form specified in the subcontract particulars or such other form reasonably acceptable to the Contractor.
- (b) The Contractor may have recourse to security where an amount that is due to the Contractor by the Subcontractor remains

unpaid after the time for payment and where the Contractor has given the Subcontractor at least 5 Business Days' notice of its intention to have recourse.

- (c) The Contractor shall release 50% of security held within 14 days of Practical Completion being achieved.
- (d) Subject to any right under clause 8(b), the balance of any remaining security shall be claimed by the Subcontractor at the time for making its final progress claim under clause 10 and after issue by the Subcontractor to the Contractor of an executed deed of release, in the form provided in Schedule 7.
- (e) This clause survives the termination or expiration of this Subcontract.

9. PAYMENT

- (a) From the Date for Commencement and prior to Practical Completion, the Subcontractor shall submit payment claims at the times specified in the subcontract particulars.
- (b) All progress claims shall be submitted to the Contractor in a valid individually numbered GST tax invoice format and shall include:
 - (i) a notice of acceptance for the Materials or part thereof claimed by the Subcontractor;
 - (ii) details of the actual cost of work carried out by the Subcontractor up to and including the date the Subcontractor submits its claim;
 - (iii) details of the amounts otherwise due from the Contractor to the Subcontractor or from the Subcontractor to the Contractor;
 - (iv) details of amounts claimed for Variations;
 - (v) copies of tax invoices for any outlays claimed; and
 - (vi) a declaration as to payment of contractors, workers and suppliers in the form provided in Schedule 9.
- (c) On receipt of a progress claim which is compliant with this clause 9, the Contractor shall:
 - (i) Issue a progress certificate assessing the amount owing within 15 Business Days (Scheduled Amount); and
 - (ii) pay the Scheduled Amount to the Subcontractor within 25 Business Days after receipt of the progress claim.
- (d) Except for final payment, payment by the Contractor of any progress claim shall be a payment on account only and not evidence that the work has been carried out satisfactorily.
- (e) The Contractor may set-off or deduct from any moneys due to the Subcontractor any moneys due from the Subcontractor to the Contractor under the Subcontract. The provisions of this clause 9(e) will survive the termination or expiration of the Subcontract.

10. FINAL ACCOUNT

- (a) The Subcontractor shall submit its final progress claim within 10 Business Days of the date of expiry of the last Defects Liability Period. In addition to the requirements in clause 9, the final progress claim is to be endorsed "Final Progress Claim" and is to include a final statement setting out the details of all moneys claimed or owing by the Subcontractor under, or in connection with, the subject matter of the Subcontract.
- (b) If the final progress claim is not provided, is incomplete or is false the Contractor may withhold the payment in full until a complying final progress claim is received.
- (c) The Contractor shall issue a final certificate assessing the claim within 15 Business Days and make payment of the amount assessed within 25 Business Days of receipt of the final progress claim.
- (d) The final certificate shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the Subcontract, except for:
 - (i) fraud or dishonesty relating to the Works or any matter dealt with in the final certificate;
 - (ii) any defect or omission in the Works which was not reasonably apparent at the end of the last Defects Liability Period;
 - (iii) any accidental or erroneous inclusion or exclusion of any work or figures in any computation or any arithmetical error in any computation; and
 - (iv) unresolved issues which have been referred to the dispute resolution processes under clause 24 of the Subcontract before the issue of the final certificate.

11. DEFECTS

- (a) The Subcontractor shall rectify at its own cost any part of the Works that is defective (including omitted).
- (b) As soon as reasonably possible after Practical Completion the Subcontractor shall rectify all defects existing at Practical Completion.
- (c) At any time during the carrying out of the Works and after Practical Completion prior to the expiration of the Defects Liability Period, the Contractor may give the Subcontractor a Direction to rectify a defect (including a defect in the Materials) within a reasonable time period. The Subcontractor shall carry out rectification as Directed and at times and in a manner causing as little inconvenience to the occupants or users of the Project as is reasonably possible.
- (d) If the rectification is not carried out as Directed, the Contractor may have the rectification carried out by others and the costs incurred shall be a debt due and payable by the Subcontractor to the Contractor.
- (e) The Contractor must give the Subcontractor written notice stating:
 - (i) the date on which the Defects Liability Period ends; and
 - (ii) if security is held by way of retention:
 - (1) the amount of retention money to be released to the Subcontractor (if the Contractor does not need to have recourse to it in accordance with the Subcontract); and
 - (2) the date that the retention amount is proposed to be paid to the Subcontractor,
 - (iii) in the form required by QBCC Act section 67NC.
- (f) If the end of the Defects Liability Period is known (either under the Subcontract or by reference to a known date under the Head Contract) the notice must be given within 10 Business Days before the expiry of the Defects Liability Period.
- (g) If the end of the Defects Liability Period is linked to the expiry of the Defects Liability Period under the Head Contract and the Contractor is not aware of when the Defects Liability Period under the Head Contract will end, the notice must be given within 5 Business Days after the Contractor receives a notice from the Principal of becoming aware of the date of expiry of the Defects Liability Period under the Head Contract.

12. INDEMNITY AND INSURANCE

- (a) The Subcontractor indemnifies the Contractor against:
 - (i) loss or damage to any property and claims in respect of personal injury or death arising out of, connected to, or as a consequence of, the Subcontractor carrying out or failing to carry out the Works or breaching this Subcontract; and
 - (ii) any costs, losses or damages that the Contractor pays or becomes liable to pay under the Head Contract but only to the extent that such payment or liability arises out of the Subcontractor's failure to comply with the Subcontract.
- (b) Before commencing the Works, the Subcontractor shall effect and maintain the insurance specified in the subcontract particulars and each policy of insurance shall be on the terms reasonably satisfactory to the Contractor and, other than workers' compensation insurance, name the Contractor as an insured. If the Subcontractor fails to effectively maintain the insurance the Contractor may do so and the cost shall be a debt due and payable by the Subcontractor to the Contractor.
- (c) The Subcontractor shall, within 3 Business Days of the Contractor's request, give evidence of the Insurance required to be effected and maintained including a copy of the Insurance policy, if requested by the Contractor. Evidence of Insurance is a precondition to payment and the Contractor may withhold payment in full until such time as satisfactory evidence is given.
- (d) The Subcontractor shall, where there is a claim on any insurance policy under the Subcontract and before there is any entitlement in the Subcontractor to claim under the insurance of any other party, pursue a claim under the Subcontractor's insurance for the full extent of the Subcontractor's liability.
- (e) The Subcontractor must also ensure that the insurer of any policy required under this clause has no right of subrogation against or contribution from the Contractor and/or any insurer of another insurance policy taken out or procured by or on behalf of the Contractor that may cover the Subcontractor.
- (f) The Subcontractor shall, where there is a claim on any insurance policy for loss or damage for which it is responsible,

bear the cost of any deductible pursuant to the relevant insurance policy.

- (g) The Subcontractor shall ensure that all secondary subcontractors of the Subcontractor have insured against liability for death of, or injury to, themselves or their workers including liability under statute and at general law.

13. CARE OF WORKS

The Subcontractor is responsible for care of the Works from and including the Date for Commencement until 4:00 pm on the date of Practical Completion.

14. CLEANING

The Subcontractor shall keep the whole of the area of the Works clean and tidy and is responsible for the daily removal of all rubbish and materials. If the Subcontractor fails to comply with this requirement, the Contractor may Direct the Subcontractor to rectify the non-compliance and a reasonable time for rectification. If the rectification is not carried out as Directed, the Contractor may have the rectification carried out by others and the costs incurred shall be a debt due and payable by the Subcontractor to the Contractor.

15. TIME AND PROGRESS

- (a) If required by the Contractor, the Subcontractor must provide a Program that aligns with the Project Program and complete the Works in accordance with the Program. If the Subcontractor is not required to submit a Program, the Subcontractor must complete the Works in accordance with the Project Program.
- (b) Each party shall promptly give notice to the other after becoming aware of anything which will probably cause delay to the Works.
- (c) The Subcontractor shall be entitled to make a written claim for an extension of time ("EOT") if the Subcontractor is, or will be, delayed in achieving Practical Completion by a Qualifying Cause of Delay. The written claim must:
- (i) identify the cause of the delay;
 - (ii) the estimated duration of the delay and overall impact on Practical Completion; and
 - (iii) be given to the Contractor within 5 Business Days of the Subcontractor becoming aware of the delay.
- (d) Within 25 Business Days of receiving the Subcontractor's claim for an EOT, the Contractor shall give the Subcontractor a written notice assessing the EOT claim.
- (e) If the Subcontractor does not comply strictly with the requirements of this clause, it shall not be entitled to make a claim, nor be granted an EOT.

16. LIQUIDATED DAMAGES

If the Materials are not delivered by the Date for Delivery and/or the Works do not reach Practical Completion by the Date for Practical Completion, the Contractor is entitled to liquidated damages as specified in the subcontract particulars for every day after the Date for Delivery or the Date for Practical Completion, as applicable, up to and including the date of delivery or Practical Completion, termination of the Subcontract or work being taken out of the Subcontractor's hands. The amount calculated shall be a debt due and payable by the Subcontractor to the Contractor.

17. COMPLIANCE WITH STATUTES

- (a) The Subcontractor shall comply with all legislative requirements relating to the Works, including any direction from a local authority or other body having jurisdiction over the carrying out of the Works.
- (b) In performing the Works, the Subcontractor shall be responsible for ensuring that the Subcontractor and its employees and/or secondary subcontractors complete the work under the Subcontract safely and in accordance with all legislative requirements.
- (c) The Subcontractor indemnifies the Contractor against all loss, damage, expenses or costs incurred or suffered by the Contractor arising out of or in connection with a breach of the Subcontractor's statutory and contractual obligations under clause 17.

18. ASSIGNMENT

The Subcontractor shall not assign, charge, pledge, novate or otherwise deal with or encumber this Subcontract or any right, benefit or interest under the Subcontract or subcontract any part of the Works without the Contractor's written approval, which is not to be unreasonably withheld.

19. HOURS OF WORK

- (a) Unless stated elsewhere, working hours and working days shall be as notified by the Contractor to the Subcontractor.

- (b) The Subcontractor shall consider any request by the Contractor with respect to working hours including the working of a six day week.

20. SUSPENSION

- (a) The Subcontractor may only suspend the whole or any portion of the Services on notice from the Contractor. The Subcontractor shall thereupon do all things possible to reduce any expense or cost consequent upon the suspension. The suspension shall not vitiate this Subcontract.
- (b) The Contractor shall pay to the Subcontractor all reasonable expenses and costs (but excluding margin or profit) directly incurred due to the suspension, unless the suspension is due directly or indirectly to the breach of this Subcontract by the Subcontractor or any act or omission by the Subcontractor or the Subcontractor's Personnel not authorised by this Subcontract or due to a Force Majeure Event.
- (c) The Contractor shall, when the reason for any suspension no longer exists, direct the Subcontractor to recommence the relevant Works and the Subcontractor shall comply with the direction promptly.

21. DEFAULT AND TERMINATION

- (a) If either party commits any substantial breach of the Subcontract, the other party may issue a notice to show cause to the party in breach requiring the party to show cause why the party giving the notice should not terminate the Subcontract.
- (b) If that party fails to show reasonable cause notice within 5 Business Days of receipt of the notice, the party giving the notice to show cause may, by further notice in writing, terminate the Subcontract.
- (c) Where the Subcontractor fails to show reasonable cause the Contractor may by written notice to the Subcontractor take out of the Subcontractor's hands the whole or part of the Works remaining to be completed and suspend payment.
- (d) Where Works are taken out of the Subcontractor's hands or the Subcontract is terminated and as a result, the Contractor incurs additional costs, those costs shall be a debt due and payable by the Subcontractor to the Contractor.
- (e) If the Head Contract is ended for any reason the Contractor may terminate the Subcontract on the giving of written notice of termination and the Subcontractor is entitled to make its final progress claim under clause 10 as at the date of termination. The Subcontractor is not entitled to any other claim, including any claim for loss of profits, costs, losses, damages or expenses suffered or incurred, other than those amounts payable under this clause 21(e).

22. TERMINATION FOR CONVENIENCE

The Contractor may terminate the Subcontract for any reason by giving the Subcontractor written notice, after which the Subcontract is ended and the Contractor shall pay to the Subcontractor:

- (a) the amount due to the Subcontractor evidenced by all unpaid certificates;
- (b) the cost of materials and equipment reasonably ordered by the Subcontractor and its employees engaged in the Works and which the Subcontractor is liable to accept, but only if they will become the Contractor's property upon payment; and
- (c) the costs reasonably incurred:
- (i) removing any temporary works and plant;
 - (ii) returning to their place of engagement the Subcontractor and its employees engaged in the Works at the date of termination; and
 - (iii) by the Subcontractor in expectation of completing the Works and not included in any other payment;

The Subcontractor is not entitled to any other claim in relation to such termination other than those amounts payable under this clause.

The Subcontractor shall:

- (d) on the day of termination cease carrying out the Works;
- (e) If directed by the Contractor to do so:
- (i) assign or novate in favour of the Contractor any sub-agreements (including without limitation for the provision of any materials) or rights under any sub-subcontract entered into or obtained by the Subcontractor in connection with the Works in a form reasonably required by the Contractor; and
 - (ii) terminate any other sub-subcontract and recover from any secondary subcontractor any property, documents, material or information of the Contractor.
- In each case, with effect on and from the date of termination.

- (f) on or before the date of termination, deliver to the Contractor all property, documentation or information of the Contractor provided to the Subcontractor in connection with the Works; and

- (g) on or before the date of termination, deliver to the Contractor any of the materials or the Works which under the Subcontract have become the property of the Contractor.

This clause 22 survives the termination or expiration of this Subcontract.

23. INSOLVENCY

If either party:

- (a) being a person, becomes bankrupt or makes an assignment of its estate for the benefit of its creditors;
- (b) being a company, becomes insolvent, has a liquidator, provisional liquidator, administrator or receiver appointed or takes or has taken or instituted against it any action which may result in the liquidation of the company or if it enters into any agreement with its creditors,

the other party may, without issuing a notice to show cause, terminate the Subcontract by written notice.

24. DISPUTE RESOLUTION

- (a) Either party may give a notice in writing to the other giving formal notice and details of a dispute between the parties (**Notice of Dispute**).
- (b) Each party represented by the Contracts Manager / Commercial Manager or Managing Director or equivalent person having authority to settle the dispute must meet to attempt to resolve the dispute within 10 Business Days of service of the Notice of Dispute. If the Representatives cannot

do so, either party may commence court proceedings in respect of the dispute.

- (c) Nothing in this clause prevents a party from commencing proceedings to enforce payment due under this Subcontract or seek injunctive or urgent declaratory relief.

- (d) The parties must continue to perform their obligations under this Subcontract despite the existence of a dispute.

- (e) If any dispute arises between the parties in connection with any fact, matter or thing that is the subject of or relates to a dispute between the Principal and the Contractor, then the Subcontractor must co-operate with the Contractor and assist the Contractor with the dispute, including by providing the Contractor with documents and information as required by the Contractor, and providing all reasonable assistance (including attending any meetings) to resolve disputes relating to the Project even if it is not part of the Works (for example with other subcontractors engaged by Contractor in connection with the Project).

25. DEED OF GUARANTEE AND INDEMNITY

If required by the Contractor, the Subcontractor must give to the Contractor a duly executed Deed of Guarantee and Indemnity in the alternative required in Schedule 5.

26. WARRANTY DOCUMENTATION

- (a) The Subcontractor must at the same time as execution of the Subcontract, execute all warranties as set out in Schedule 8, in favour of both the Contractor and the Principal and provision and maintenance of such warranties is a condition precedent to both the entitlement to be paid the first payment claim and to Practical Completion.
- (b) Nothing in this clause 26 relieves the Subcontractor of any of its obligations or liabilities under the Subcontract.

Schedule 1 Subcontract Sum

Subcontract Sum**Lump Sum**

The Lump Sum Subcontract Sum of \$249,355.00 (Two Hundred and Forty-Nine Thousand and Three Hundred and Fifty-Five Dollars) (excluding GST) as adjusted (if at all) in accordance with the provisions of the Subcontract

Provisional Sums & Prime Cost Items

Provisional Sums and prime cost items are set out below and must be provided as follows:

- (a) Where a provisional sum or Prime cost item is included in the Subcontract Sum, the Subcontractor must where possible include a lump sum estimate or where not possible provide rates to be used (which must be set out below in this schedule), each of which is inclusive of margin for profit and overheads. The Provisional Sum or Prime Cost Item will not be paid unless and until the Works the subject of the Provisional Sum or Prime Cost Item is directed by the Contractor and carried out by the Subcontractor and the Contractor may, at its absolute discretion elect to have work the subject of the Provisional Sum or Prime Cost Item carried out by others.
- (b) In order that Provisional Sum or Prime Cost Item works may be valued, the Subcontractor must no less than 20 Business Days before procurement and/or design of the Provisional Sum or Prime Cost Item is to commence:
- (i) for lumps sums provide all documentary evidence of the actual cost (exclusive of any margin for profit, administration or overheads of the Subcontractor) of the Provisional Sum or Prime Cost Item works as required by the Contractor including open book pricing or quotations from 2 or more secondary subcontractors or suppliers to which may then be added an agreed margin of [5%] for the Subcontractor's profit, administration and overheads.
 - (ii) for rates, the rates set out in this schedule must be used in valuation of the Provisional Sum without additional of any margin.

On validation of the cost by the Contractor, the adjusted Provisional Sum or Prime Cost Item may be directed by the Contractor and once undertaken may be included in a progress claim and Subcontract Sum will be adjusted up or down by the difference.

- (c) All consumables, construction facilities, construction plant, temporary works, professional and technical services, royalties, taxes (excluding GST), transport costs, equipment costs, supervision, labour and material costs and other services, charges and other costs necessary to perform the provisional sum or prime cost item work is deemed to be included in the Subcontract Sum (and where the Provisional Sum or Prime Cost Item is comprised of rates, are deemed included in the rates) without entitlement to any adjustment.

Schedule of rates

As per below schedule:

Labour rates are as follows:

i. Normal Time: \$120.00

ii. Double Time: \$170.00

COGENT SCAFFOLDING

Sl. No.	Description of Work	Unit	Rate	Qty	Amount
1	LIFT CORE SCAFFOLD	B2	\$5,610.00	\$3,744.00	\$9,380.00
2	STRETCHER STAIR TO LIFT CORE	B2	\$1,440.00	\$800.00	\$2,400.00
3	HANDRAIL TO CRANE PENO	B2	\$420.00	\$280.00	\$700.00
4	HANDRAIL TO STORMWATER VOID	B2	\$420.00	\$280.00	\$700.00
5	CRANEABLE STRETCHER STAIR	B2-GR	\$5,780.00	\$3,840.00	\$9,600.00
6	SCAFFOLD TO RAMP	B2-B1	\$8,685.20	\$6,778.80	\$14,442.00
7	HANDRAIL TO RAMP	B2-B1	\$1,680.00	\$1,000.00	\$2,680.00
8	STRETCHER STAIR GRIDS B11 & B2	B2-B1	\$2,680.00	\$1,708.40	\$4,288.00
9	STAIR 3 PERIMETER SCAFFOLD	B2-B1	\$3,717.00	\$2,478.00	\$6,195.00
10	HANDRAIL TO STAIR 3	B2	\$330.00	\$220.00	\$550.00
11	HANDRAIL ON STAIR 3	B2-B1	\$120.00	\$80.00	\$200.00
12	HANDRAIL TO EXHAUST RISERS	B2	\$360.00	\$240.00	\$600.00
13	STRETCHER STAIR GRIDS B2 & B3	B1	\$2,276.20	\$1,516.80	\$3,792.00
14	HANDRAIL TO FIRE TANK	B1	\$680.00	\$440.00	\$1,100.00
15	HANDRAIL TO HOIST PENO	B1	\$450.00	\$300.00	\$750.00
16	HANDRAIL TO RISERS GRIDS BK	B1	\$380.00	\$260.00	\$640.00
17	HANDRAIL TO PUMP PENO	B1	\$150.00	\$100.00	\$250.00
18	HANDRAIL TO RISERS NEAR LIFT CORE	B1	\$150.00	\$100.00	\$250.00
19	HANDRAIL TO STAIR 1	B1	\$240.00	\$160.00	\$400.00
20	HANDRAIL TO HOIST 2 PENO	B1	\$570.00	\$380.00	\$950.00
21	HANDRAIL TO CRANE PENO	B1	\$380.00	\$240.00	\$620.00
22	SCAFFOLD TO RAMP	B1	\$8,685.20	\$6,778.80	\$14,442.00
23	HANDRAIL TO RAMP	B1	\$1,680.00	\$1,000.00	\$2,680.00
24	STRETCHER STAIR GRIDS B11 & B2	B1-GR	\$2,592.00	\$1,728.00	\$4,320.00
25	STAIR 3 PERIMETER SCAFFOLD	B1-GR	\$3,780.00	\$2,520.00	\$6,300.00
26	HANDRAIL TO STAIR 3	B1	\$330.00	\$220.00	\$550.00
27	HANDRAIL ON STAIR 3	B1	\$120.00	\$80.00	\$200.00
28	HANDRAIL TO EXHAUST RISERS	B1	\$360.00	\$240.00	\$600.00
29	HANDRAIL TO HOIST PENO	GR	\$450.00	\$300.00	\$750.00
30	HANDRAIL TO RISERS GRIDS BK	GR	\$380.00	\$260.00	\$640.00
31	HANDRAIL TO PUMP PENO	GR	\$150.00	\$100.00	\$250.00
32	HANDRAIL TO STAIR 1	GR	\$240.00	\$160.00	\$400.00
33	HANDRAIL TO HOIST 2 PENO	GR	\$570.00	\$380.00	\$950.00
34	HANDRAIL TO CRANE PENO	GR	\$380.00	\$240.00	\$620.00
35	SCAFFOLD TO RAMP	GR	\$4,489.20	\$2,992.80	\$7,482.00
36	STAIR 3 PERIMETER SCAFFOLD	GR	\$3,276.00	\$2,184.00	\$5,460.00
37	HANDRAIL TO STAIR 3	GR	\$330.00	\$220.00	\$550.00
38	HANDRAIL ON STAIR 3	GR	\$120.00	\$80.00	\$200.00
39	HANDRAIL TO SHEET PILE	GR	\$8,430.00	\$5,430.00	\$13,860.00
40	CANTILEVERED WALKWAY ON CAPPING BEAM	GR	\$0.00	\$3,800.00	\$3,800.00
41	CANTILEVERED STRETCHER GRIDS B2 & B3	GR	\$6,480.00	\$4,320.00	\$10,800.00
42	CANTILEVERED STRETCHER GRIDS B11 & B2	GR	\$6,480.00	\$4,320.00	\$10,800.00
43	SCAFFOLD TO STAIR GRIDS B3 & B4	GR	\$2,700.00	\$1,800.00	\$4,500.00
44	HANDRAIL TO STAIR GRIDS B3 & B4	GR	\$480.00	\$320.00	\$800.00
45	PERIMETER SCAFFOLD TO GROUND FOUR 2 & 3	GR	\$4,880.00	\$3,240.00	\$8,100.00
46	PERIMETER SCAFFOLD TO FOUR 6	GR	\$4,482.00	\$2,988.00	\$7,470.00
47	PERIMETER SCAFFOLD TO RESIDENTS LOUNGE	GR	\$12,284.40	\$8,188.80	\$20,473.20
48	PERIMETER SCAFFOLD GRIDS B13 & B2	GR	\$4,410.00	\$2,940.00	\$7,350.00
49	PERIMETER SCAFFOLD GRIDS B13 & B3	GR	\$2,714.40	\$1,809.60	\$4,524.00
50	PERIMETER SCAFFOLD GRIDS B11 & B4-B3	GR	\$4,036.80	\$2,691.20	\$6,728.00
51	PERIMETER SCAFFOLD GRIDS B3 & B4-B3	GR	\$3,584.40	\$2,389.60	\$5,974.00
52	SCAFFOLD TO VOID GRIDS B3 & B3	GR	\$480.00	\$320.00	\$800.00
53	SCAFFOLD TO VOID GRIDS B10 & B3	GR	\$788.00	\$512.00	\$1,280.00
54	GROUND LEVEL BOLT DOWN HANDRAIL	GR	\$13,800.00	\$9,200.00	\$23,000.00
55	HANDRAIL TO RAMP	GR	\$1,860.00	\$1,240.00	\$3,100.00
56	DEWATERING SCAFFOLD		\$1,440.00	\$960.00	\$2,400.00
57	STRETCHER STAIR TO GANTRY		\$0.00	\$6,400.00	\$6,400.00
58	CONSTRUCTION STAIR TO GANTRY		\$0.00	\$3,600.00	\$3,600.00
59	CANTILEVERED CONSTRUCTION STAIR GRID BK &		\$3,600.00	\$2,400.00	\$6,000.00
60			\$0.00	\$0.00	\$0.00
			\$138,795.00	\$110,860.00	\$249,355.00

Schedule 2
Description of the Materials / the Works

As per follow Scope of Work and Document Register.

Early Works Scaffold

Annexure E - Scope of Works

26628 – Eve Residences

Document Control

Revision	Date	Description	Author	Checked	Approved
A	12/10/22	Rev A	AK	RK	AK

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Mondrian Hotel & Residences

Early Works Scaffold

Annexure E - Scope of Works

1. Introduction

This Scope of Works relates to construction works at The Eve Residence. The site is located at 180 Marine Parade Labrador, 4215.

All information and documentation has been provided by the Main Contractor in good faith. To the best of the Main Contractor's knowledge, these documents describe the condition of the site. The Subcontractor is to thoroughly examine the site and will be fully responsible for work and costs associated with the site conditions.

The Subcontractor shall ensure that all relevant codes, local authority, regulations, and current good installation practices are complied with. The general intent of the works drawings and specification shall be adhered to. Where, in the documents, there is reference to the Contractor or Head Contractor, this term shall be deemed to mean and to be read as the Subcontractor. The Subcontractor shall be bound by the said terms and conditions of these documents as if the Contractor.

All or any works, labour, plant, material or equipment requirements not specifically mentioned hereunder or shown on the drawings or mentioned in the specification and/or scope of works, but are necessary for the proper and complete performance of the works and intended operation as required and specified herein, shall be deemed to be included in the Tenderer's Tender offer.

Subcontractor has fully informed themselves of the nature of the work by personal examination of the location of the site and of the drawings and specification and by such other means as they may prefer to consider as necessary as to the matters, conditions and construction bearing on or in any way affecting their proposals and the Subcontract. Any unforeseen difficulties for which provision is not made in the tender will no way relieve the Subcontractor from responsibility for full execution of the Subcontract.

The Scope of Works for this Subcontract is based on a Construct Agreement where the Drawings, Specifications and Brief show the overall intent of the Scope of Works and all changes that fall within this intent will not be subject to cost increases or variations. Hutchinson will not pay additional costs for any extras associated with design alterations and changes, except those instigated by the Principal or with Design Changes.

The Subcontractor shall as detailed in the drawings and specification and in strict accordance with the relevant standards, Authority requirements, and generally at law carry out the detailed Construction of the **Scaffolding package** for The Eve Residences project which includes but not limited to the following included within;

1.1 Project Description

The project is a mixed use development which includes a 25 storey residential tower situated in Labrador QLD. The development includes communal recreation areas on ground and roof level including swimming pools, a gym and residents lounge.

All information and documentation has been provided by the Main Contractor in good faith. To the best of the Main Contractor's knowledge, these documents describe the condition of the site. The Subcontractor is to thoroughly examine the site and will be fully responsible for work and costs associated with the site conditions.

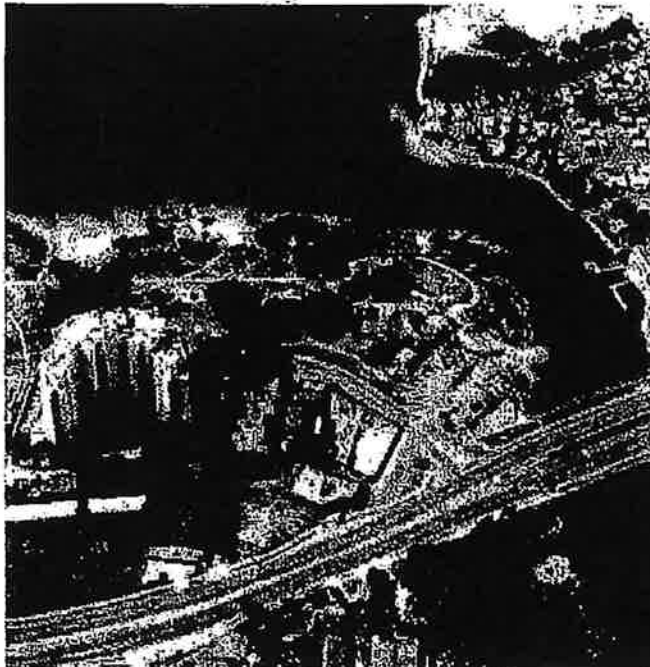
The proposed development involves the construction of a medium-rise residential building, including;

- Basement (B32-B1) – 2 Levels
- Podium (GF)
- Mixed Use / Retail (GF)
- Residential Tower (L1-L24) – 22 Levels
- Rooftop – Pool / Gym / Residents Lounge (L 25)

Key project dates are:-

- Commencement on Site: 17/03/2022
- Estimated Completion: 29/03/2024

Site Location:



2. Scope of Works

The Subcontract Works outlined in this document includes, but is not limited to the provision of all supervision, labour, materials, transport, materials handling, plant and equipment, and safety, quality, and environmental controls, and certification necessary to complete the Subcontract Works in their entirety in accordance with the Project Documentation, BCA, Australian Standards, Hutchinson Builders Quality Manual, Local Authorities and other Regulatory Bodies.

The Subcontract Works includes all related items as contained within the Project Documentation and to the satisfaction of: -

- all legislation,
- The National Construction Code,
- The Building Code (where required under the Code)
- The Australian Standards,
- Codes of Practice,
- The Main Contractor's Quality Manual / Handbook
- The Main Contractor's Work Health and Safety Management Plan
- The Main Contractor's Subcontractor Health and Safety Requirements
- The Main Contractor's Environmental Management Plan
- The Main Contractor's Traffic Management Plan
- The Main Contractor's Industrial Relations Management Plan (where required under by the Code)
- The Main Contractor's Construction Management Plan

The details in this Scope of Works document form part of the Project Documentation, which includes (but is not limited to): -

- the Subcontract Terms and Conditions,
- Specifications,
- Schedules,
- Drawings,
- The Main Contractor's Construction Program.

Where ambiguities, discrepancies or inconsistencies exist between the Subcontract documents (subcontract terms and conditions, drawings, specifications, and the scope of works), the Subcontract document Order of Precedence within the Subcontract shall prevail. In addition, the Subcontractor has allowed within the Subcontract sum (at the time of tender acceptance) for the requirements of the Main Contractor's Quality Manual and Quality Handbook as a minimum. The Subcontractor must notify the Main Contractor immediately upon discovery of any ambiguities, discrepancies or inconsistencies.



2.1 Detailed Description of the Work Elements

The Subcontract Works include but are not limited to the following:

1. The Contract consists of a Scaffold erect and dismantle package which includes but not limited to the following;
 - a. Handrail to Sheet pile (Boundary)
 - b. Handrail to Sheet pile (Lift Pits)
 - c. Handrail for all Tower Crane Penetrations
 - d. Handrail for all Builders Hoist Penetrations
 - e. Handrail for Formwork Penetrations
 - f. Handrail for Ramp Edge Protection
 - g. Cantilevered Scaffold Walk
 - h. Monoflex Cladding
 - i. Lift/Crane Base Hanging Construction Stair
 - j. Scaffold for Jumpform
 - k. Ramp Scaffold
 - l. Mech riser blockwall catch scaffold
 - m. Lift core scaffold
 - n. Stretcher stair to lift core
 - o. Handrail to stormwater void
 - p. Craneable stretcher stair
 - q. Scaffold to ramp
 - r. Handrail to ramp
 - s. Stretcher stair grids b11 & be
 - t. Stair 3 perimeter scaffold
 - u. Handrail to stair 3
 - v. Handrail on stair 3
 - w. Handrail to exhaust risers
 - x. Stretcher stair grids b2 & bb
 - y. Handrail to fire tank
 - z. Handrail to risers grids bk
 - aa. Handrail to pump peno
 - bb. Handrail to risers near lift core
 - cc. Handrail to stair 1
 - dd. Handrail to hoist 2 peno
 - ee. Handrail to crane peno
 - ff. Scaffold to ramp
 - gg. Handrail to ramp
 - hh. Stretcher stair grids b11 & be
 - ii. Stair 3 perimeter scaffold
 - jj. Handrail to stair 3

- kk. Handrail on stair 3
 - ll. Handrail to exhaust risers
 - mm. Handrail to hoist peno
 - nn. Handrail to risers grids bk
 - oo. Handrail to pump peno
 - pp. Handrail to stair 1
 - qq. Handrail to hoist 2 peno
 - rr. Handrail to crane peno
 - ss. Scaffold to ramp
 - tt. Stair 3 perimeter scaffold
 - uu. Handrail to stair 3
 - vv. Handrail on stair 3
 - ww. Handrail to sheet pile
 - xox. Cantilevered walkway on capping beam
 - yy. Cantilevered stretcher grids b2 & ba
 - zz. Cantilevered stretcher grids b11 & bd
 - aaa. Scaffold to stair grids b3 & ba
 - bbb. Handrail to stair grids b3 & ba
 - ccc. Perimeter scaffold to ground pour 2 & 3
 - ddd. Perimeter scaffold to pour 5
 - eee. Perimeter scaffold to residents lounge
 - fff. Perimeter scaffold grids b13 & bd
 - ggg. Perimeter scaffold grids b13 & bb
 - hhh. Perimeter scaffold grids b11 & ba-bb
 - iii. Perimeter scaffold grids B9 & BC-BE
 - jjj. Scaffold to void grids BB & BB
 - kkk. Scaffold to void grids B10 & BG
 - lll. Ground level bolt down handrail
2. Handrail to ramp Below are a list of clarifications that are to be included in the contract scope of works
 - a. Dismantle of Dewatering scaffold
 - b. Dismantle of Stretcher stair to gantry
 - c. Dismantle of Construction stair to gantry
 - d. Dismantle of Cantilevered construction stair grid BK & 1
 3. Subcontractor is to install hop ups formwork deck and edge boards are removed to ensure compliance with WHP&S requirements.
 4. Scaffold to be erected so as not to obstruct access into any entry points for people, plant and equipment.
 5. Subcontractor shall include for the erection and dismantle of scaffold in a progressive manner, in conjunction with the requirements of the contract programme and site requirements to the perimeter / non-perimeter of the structure, including the podium and tower/s and shall be suitable for:
 - a. Safe access for works to all roof areas

- b. Safe access for masonry works to the perimeter of the structure and for the full height of the structure;
 - c. Safe access for finishes trades to the perimeter of the structure and for the full height of the structure; and
 - d. Non-perimeter scaffold shall include upper perimeter and internal plant scaffold
6. All unused scaffold is to be stacked into pallets. Scaffold will not be left lying around the site.
 7. Subcontractor shall submit a daily summary of scaffold erected and dismantled to the Main Contractor.
 8. All works are to be in accordance with all relevant Acts and Statutory Regulations.
 9. Subcontract Works are to include all necessary labour to tie back scaffolding. Allow for protective measures, such as carpet and bags, to prevent marking of the building to finished surfaces where required. ~~Any damage caused by scaffold ties will be the Subcontractor's responsibility.~~ *so*
 10. Subcontractor shall submit scaffold inspection certificates for each and every completed section of scaffold as required by the relevant safety authorities. The Subcontractor must warrant that the works comply with all regulations and are safe to use. The Subcontractor will be legally responsible for all unfinished areas of scaffold for which the above-mentioned documentation has not been received.
 11. When dismantling scaffold, there shall be no unsafe practices such as "bombing" scaffold. Pieces shall be safely taken to pallets or stacks for storage and / or transport.
 12. Scaffold specific drawings which have been included in pricing, please ensure that you have priced all items in the scaffold pricing.
 - Lift core access as indicated on drawings 1105-1-01 & 1105-3-01
 - Craneable Stretcher Stair as indicated on drawings 1105-1-01 & 105-3-03
 - Hanging Stretcher Stair off steel beams & access to gantry as indicated on drawings 1105-1-02, 1105-1-06 & 1105-3-04
 - Ramp access scaffold as indicated on drawings 1105-1-02, 1105-1-06 & 1105-3-05
 - Scaffold to Stair B3 as indicated on drawing 1105-1-02, 1105-1-04 & 1105-1-06
 - Cantilevered walk-way as indicated on drawings 1105-1-05 & 1105-3-07
 - Cantilevered Stretcher Stair of brackets as indicated on drawings 1105-1-05, 1105-3-08 to 1105-3-13
 - Scaffold to Residents Lounge as indicated on drawings 1105-1-05, 1105-1-07 & 1105-3-06
 - Various access scaffolds as indicated on drawings 1105-1-07, 1105-1-08 & 1105-3-15
 - Various top-of-slab handrail as indicated on drawings 1105-1-01, 1105-1-08 & 1105-3-02
 - Sheet pile handrail as indicated on drawings 1105-1-05, 1105-1-08 & 1105-3-14
 - Access scaffold to dewatering as indicated on drawing 1105-3-16
 - Cantilevered construction stair as indicated on drawing 1105-3-17
 13. The Subcontractor shall be responsible for producing order lists for scaffolding and documenting outgoing scaffold.
 14. The Subcontractor is responsible for maintaining a Material and Equipment Safety Register.
 15. The Subcontractor shall provide a competent and registered / licensed Supervisor on site during all scaffold erection and dismantling.
 16. ~~The subcontractor is allow for any changes to scaffold as a result of safety concerns raised on the project.~~ *so*
 17. Any additional or variation works required must be quantified, including labour and lineal metre cost to complete the works and must have been issued a PO# by the contracts administrator prior to the commencement of works, without the former the works must not proceed.
 18. At least 48 hours' notice is required prior to the commencement of erection, dismantling or any other alterations to the scaffold. There must be sufficient work for two (2) men for a minimum of four (4) hours.
 19. ~~The Subcontractor will be responsible for all horizontal and vertical movement of materials.~~ *so X*
 20. ~~The Subcontractor's contract works are deemed to include for platforms, edge board and hop ups to the required levels for work by all trades.~~ *so*
 21. The Subcontractor's price is deemed to include all placement ~~and adjusting~~ of sole plates to suit the installation. *so*

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22. The Subcontractor will be responsible for all horizontal lifting of materials. *so*

22. Adequate manpower is to be provided at all times to meet the construction program and / or the direction of the Main Contractor. The Subcontractor shall be responsible for ALL costs associated with delays caused by the Subcontractor failing to provide adequate manpower.
23. The Subcontractor shall give adequate notice of delivery and unloading requirements for additional scaffolding equipment.
24. The Subcontractor to coordinate with Hutchies Scaffold Team for call out, transport and unloading of the scaffold materials.
25. Erect and maintain safety tape and signage to incomplete areas of scaffolding
26. The Subcontractor shall advise the Main Contractor on alternative scaffolding methods and access solutions where applicable to enhance safety, accelerate program, improve efficiencies and / or decrease costs.
27. The Subcontractor shall allow for all necessary barricading and signage of unfinished scaffold sections and areas where access is to be restricted.
28. The Subcontractor shall allow for providing access to all areas and decks. - *AS PER DESIGNS. 20 FC*
29. Subcontractor to allow for out of sequence works to be completed as required.
30. Allow to dismantle and packed for transport as and when directed by the Site Manager.
31. Allow for all safety signage and barricades prior to and during erection and during dismantling of scaffolding.
32. No loose scaffold components are to be left in any finished sections of scaffold.
33. All pallets shall be stacked safely into separate components. Mixed pallets are to be sorted daily prior to leaving the site.
34. The Subcontractor shall undertake regular checks during the construction period to ensure boards, gaps, screens and the like are adequately secured and in place. Any inconsistencies or safety matters shall be immediately rectified to ensure the scaffold complies with all safety regulations and Acts. These works are not charged as a variation to the Contract. *except if modified by others. 20 FC*
35. Shade cloth and chainwire to be installed as required.
36. Loose planks to be secured (screwed down if possible).
37. All scaffold (not erected) to be neatly, stacked and stored at all times.
38. No advertising by the Subcontractor is to be fixed to the scaffold.
39. Any damage to adjacent works by the subcontractor or by their employees will be deducted from the subcontractors account.
40. All works must be executed and completed in strict compliance with the Work Health and Safety Act, and amendments to the Act and regulations, all current codes of practice, relevant Australian Standards as advised by the Standards Association of Australia, Authority Requirements and generality of law and new fall from heights regulations.
41. ~~The subcontractor is to take all deliveries on site of their material and store them in a location appointed by the main contractor and provide a suitably qualified person is to offload the material by the use of but not limited to a forklift, Manitou etc. The quantities indicated in the contract documents are estimated quantities only and are provided as a guide. The Subcontractor is deemed to have carried out their own checks on these estimated quantities and has allowed for any discrepancies between the estimated quantities and the actual quantities required to perform the Subcontract.~~ *20 FC*

2.2 Subcontractor is aware that no additional costs will be approved due to calculation and estimating errors. Works will be as per Contract Drawings and Documentations. BOQ's do not form part of this Contract. The Subcontractor's Quotation does not form part of this Contract. It is the responsibility of the Subcontractor to ensure all Contract works have been Included as per Contract Drawings and Documentation. Works by Others

The following works DO NOT form part of this Scope of Works:

1. Scaffold Design and Engineering
2. Supply of scaffold
3. Supply of roofing material for undercover walkways

2.3 Trade Inclusions (Generic to all Work Elements)

The Subcontract Works include but are not limited to the following:

1. The provision of all necessary tools, equipment, machinery and the like for the works under the Subcontract.
2. Provide portable power generators for the supply of temporary site power where the site connection to the local authority power grid has not been completed or has been interrupted.
3. Assist in any dewatering or other rectification necessary following any inclement weather. Provide equipment (wet vacuum), clothing (brooms, squeegees, gum boots, etc.) required to allow for the rectification to be carried out in an efficient manner.
4. Provide all scaffolding (other than scaffolding to the perimeter of the building), mobile scaffolding, work platforms, scissor lifts or the like, to provide access to heights and areas for the execution of the Subcontract works.
5. The Subcontractor Sum allows for costs associated with resolution and modifications in construction for all buildability issues.
6. ~~The Subcontractor is to obtain, complete and submit all notices required by the various authorities when necessary and shall submit for approval all necessary drawings and obtain all consents required to permit the execution of the works.~~ 
7. The Subcontractor is responsible for the fire rating and acoustic rating of all penetrations, seals, and control joints associated with the Subcontract Works in accordance with the Main Contractor's Quality Handbook Topic 14 and approved Fire Compartmentation Plan. At commencement of Works, submit for review a proposed Fire Penetration Register prepared by a Passive Fire QBCC Licensee / Certifier, showing details of the penetrations and the tested systems, together with test data and marking plans that uniquely identify each penetration. Provide only a DTS NCC Section C system or DTS tested system / solution. Once approved by the certifier, ensure that all As-Built penetrations in fire rated building elements a) comply with test data, b) are recorded in the Certifier approved Subcontractor's Fire Penetration Register, and c) that the installer's Form 18 reflects this Register. Include with the Register photos of each penetration showing its identification label (and Fire Certifier's QBCC licence number on the photo and Form 16), and marked up drawings identifying the positions of the installations.
8. The Subcontractor is responsible for providing, monitoring and maintaining adequate protection of all works until Practical Completion of works having regard to the likely effect of all following trades and the sequencing of works. The Subcontractor will be responsible for the rectification of any items damaged by following trades as a result of deficient protection.
9. The Main Contractor shall provide: -
 - a. Temporary site power - 240v Single phase power boards,
 - b. Water connection points and disposal of waste water,
 - c. Access lighting
 - d. Site hoist, craneage and dogmen in accordance with the programme dates,
 - e. Temporary amenities: Lunch room, Ablutions, First Aid Facilities
 - f. Traffic control for the safe control of material deliveries to site,
 - g. Supply of waste bins and disposal of waste materials.
 - h. Erection and dismantle of Scaffold to all sides of the perimeter of the building in accordance with Annexure Part A of the Subcontract Conditions
 - i. Supply, installation, maintenance and removal of temporary hoarding to the site.

2.4 Site Preliminaries

1. The Subcontractor shall allow for the work hours in accordance with Development Application Approval, planning permits, Council requirements, Council Operation Works Permits, and the Main Contractor's site specific Construction Management Plan.
2. The Subcontractor shall include for all applicable travel allowances for the project.
3. The Subcontractor is not permitted to place signage (other than safety signage) on any part of the building, formwork, screen system or attachments to the building.

4. It is the Subcontractor's responsibility to carry out all necessary set out and survey for works relative to the Subcontract scope. The Main Contractor shall provide datum points and main grid lines only for each portion of the works and at each main level. The Subcontractor is to protect set out points provided by the Main Contractor. Any re-establishment of these points due to removal by the Subcontractor is to be provided by the Subcontractor or at the Subcontractor's expense.
5. The Subcontractor is to have at all times, until the completion of Subcontract Works, an onsite experienced supervisor, who has the relevant experience, qualifications, and authority to execute the Subcontract Works, and is capable of taking direction from the Main Contractor and carrying out such direction. This appointed supervisor shall attend all site coordination meetings, control all daily work activities, and ensure compliance with all the Main Contractor's Management Plans.
6. The Subcontractor is required to provide all necessary labour and equipment to progressively clean up all debris, rubble, and construction waste generated whilst undertaking the Subcontract Works. Remove construction waste from associated work areas and dispose into the waste bins provided by the Main Contractor. All work areas must be kept clean, tidy and safe on a daily basis to the satisfaction of the Main Contractor. **HB TO CLEAN SCAFFOLD BEFORE BEING DISMANTLED.**
7. All waste materials that can be recycled must be sorted by the Subcontractor and placed in the recycling bins provided by the Main Contractor. **do**
8. The Subcontractor shall allow for all costs in regard to access to and egress from the Site, including but not limited to those costs associated with the location and nature of the Site and all necessary access restrictions arising from organised public events and festivals.
11. The Subcontractor shall provide task lighting and portable air extractor fans as required to ensure the Subcontractor meets the project's safety, environmental and quality requirements. Task lighting must conform to the following minimum standards.
 - a. All lights to be guarded.
 - b. Lights must be permanently fixed to fit for purpose stands.
 - c. Lights to be tested and tagged by qualified electrician.
12. The Subcontractor shall supply a sufficient number of two way radios or the like for their Site Foreman representative.
13. Any necessary documentation to satisfy the requirements indicated in the specifications shall be submitted progressively as the works proceed. (For example: Inspection and Test Plan's, Safe Work / Environmental Method Statements)
14. If the Subcontract elsewhere requires further quality assurance, the Subcontractor shall prepare and maintain a conforming quality system, specific for the project. The conforming quality system shall be approved by the Main Contractor and any relevant consultants prior to commencement of work.
15. The Subcontractor is to provide a certification that it has obtained, read, understands and will comply in full with the Main Contractor's documents entitled "Subcontract Health and Safety Requirements" and the "Work Health & Safety Management Plan".

2.5 Program

1. The project is a 6-day per week site. The Subcontractor may be required to work outside normal working hours if deemed necessary by the Main Contractor to achieve the Main Contractor's program.
2. Subcontractors wishing or requiring to work extended hours beyond the Site Working Hours will be responsible for all costs associated with opening and maintaining the site.
3. The Subcontractor is to submit written confirmation and documentation confirming orders for overseas and long lead time materials have been placed within one week of contract award.
4. The Subcontractor is to ensure that all staging of works comply with the Main Contractor's program requirements (including all necessary return visits).

2.6 Co-ordination

1. The Subcontractor is responsible to co-ordinate their work with that of the Main Contractor, other trades and the project works as a whole. The Main Contractor will not consider additional costs for any co-ordination issues that occur throughout the duration of the works.
2. The Subcontractor is to co-ordinate with services and the structure. Service and structure documents are available for viewing upon request.
3. In addition to an appointed supervisor, a Subcontractor Representative will attend all weekly co-ordination meetings with the Main Contractor representatives and other subcontract trade representatives.
4. The Subcontractor is to allow for all co-ordination associated with hold points in its Works (or the works of other associated trades).
5. Allowance is to be made for any staging and / or return visits to allow the works to be completed in accordance with the Main Contractor's requirements.

2.7 Quality Management System Requirements

1. If the Subcontract elsewhere requires further quality assurance, the Subcontractor is required to provide Inspection Test Plans (ITP); detailing a description of each process activity and inspection requirements
2. Each activity description shall reference the appropriate controlling documents including but not limited to Australian Standard, Specification, Plan, Procedures, and manufacturer's instructions.
3. All Inspection Test Plans (ITP) and Field Inspection Checklists (FIC) including supporting documentation are to be submitted to the Main Contractor with the necessary *Hold, Witness and or Surveillance Points*.
4. All ITPs and FICs are to be approved by the Main Contractor prior to any works commencing.
5. The Subcontractor is to notify the Main Contractor Quality Assurance Officer or Foreman 48 hours prior to a Hold or Witness point.
6. Field Inspection Checklists (FIC) are to support all Inspection Test Plans (ITP) and to be completed progressively or as tasks are completed.
7. Certification of Equipment requiring Calibration- All calibration certificates for specified equipment are to be issued to the Main Contractor Quality Assurance officer for registering prior to the equipment being used
8. The Subcontractor shall maintain a Communication Register, recording all the Company contacts inclusive of Quality and Health and Safety Representatives.

2.8 Finalisation of Works

1. *The Subcontractor is to provide As-Built documents on completion of the works, indicating as a minimum extent, finished levels, set-out dimensions, technical/product details of all Subcontractor Works included in this Scope of Works, particularly with regard to the termination of services.*
 - a. *As-Built Drawings are to be drafted with title blocks, to scale, with any required notes and details. Drawings are generally to be of high standard.*
 - b. *Separate drawings are to be provided for each service (such as electrical, hydraulic, and the like). The location and levels of underground services must be accurately surveyed recorded in the As-Built drawings.*
 - c. *The Subcontractor is to ensure all as-built drawings follow the drawing number guidelines of Hutchinson Builder's document control system - this information is to be recorded on the drawing title block.*
 - d. *The Subcontractor shall provide up to three (3) sets of A1 and A2 hard copies of drawings, and electronic copies if required.*
2. *The Subcontractor is to provide comprehensive project specific Operation and Maintenance manuals and instructions for the Subcontractor's specific work elements in accordance with the Main Contractor's requirements. Generic operation manuals and instructions will not be accepted.*
 - a. *The Subcontractor shall provide three (3) sets of manuals in a quality hard copy folder format as nominated by the Main Contractor with covers, dividers, section pages and the like.*
 - b. *The Subcontractor shall provide manuals in three (3) sets of electronic copies. Electronic copies are to be provided on CD or DVD and shall reproduce the hard copies in full detail.*
3. *The Subcontractor shall provide all warranties, guarantees, maintenance agreements, certifications and the like as required under the terms of the Subcontract and project documentation, or as necessary to achieve Queensland Fire and Emergency Services Clearance Certificate, Certificate of Classification and Practical Completion for the project. Where relevant, the Subcontractor shall acquire a Certificate of Completion from the consultant(s) relevant to their works.*
4. *The Subcontractor has allowed for and is to provide Compliance Certificates, Essential Service Certificates, and Fire Safety Certificates for all their work elements, including penetration plans and individual photographs labelled and consolidated for each penetration, only in the format as approved by the Main Contractor.*
5. *All testing, commissioning, certification, warranties and Operation and Maintenance Manuals are to be prepared by the Subcontractor to meet the requirements of the relevant the Main Contractor and/or consultants specifications.*
6. *The Subcontractor is to submit a draft of items 2.6.1 to 2.6.5 above a minimum 2 weeks prior to Subcontract completion. The above are a pre-condition to the Subcontract Works achieving Substantial Completion and the release of progress payments.*

2.9 Subcontract Sum Breakdown

ITEM NO	Scaffold Description	Level	Labour to Erect	Labour to Dismantle	Labour Total
1	LIFT CORE SCAFFOLD	B2	\$5,616.00	\$3,744.00	\$9,360.00
2	STRETCHER STAIR TO LIFT CORE	B2	\$1,440.00	\$960.00	\$2,400.00
3	HANDRAIL TO CRANE PENO	B2	\$420.00	\$280.00	\$700.00
4	HANDRAIL TO STORMWATER VOID	B2	\$420.00	\$280.00	\$700.00
5	CRANEABLE STRETCHER STAIR	B2-GR	\$5,760.00	\$3,840.00	\$9,600.00
6	SCAFFOLD TO RAMP	B2-B1	\$8,665.20	\$5,776.80	\$14,442.00
7	HANDRAIL TO RAMP	B2-B1	\$1,590.00	\$1,060.00	\$2,650.00
8	STRETCHER STAIR GRIDS B11 & BE	B2-B1	\$2,558.60	\$1,706.40	\$4,266.00
9	STAIR 3 PERIMETER SCAFFOLD	B2-B1	\$3,717.00	\$2,478.00	\$6,195.00
10	HANDRAIL TO STAIR 3	B2	\$330.00	\$220.00	\$550.00
11	HANDRAIL ON STAIR 3	B2-B1	\$120.00	\$80.00	\$200.00
12	HANDRAIL TO EXHAUST RISERS	B2	\$360.00	\$240.00	\$600.00
13	STRETCHER STAIR GRIDS B2 & BB	B1	\$2,275.20	\$1,516.80	\$3,792.00
14	HANDRAIL TO FIRE TANK	B1	\$660.00	\$440.00	\$1,100.00
15	HANDRAIL TO HOIST PENO	B1	\$450.00	\$300.00	\$750.00
16	HANDRAIL TO RISERS GRIDS BK	B1	\$390.00	\$260.00	\$650.00
17	HANDRAIL TO PUMP PENO	B1	\$150.00	\$100.00	\$250.00
18	HANDRAIL TO RISERS NEAR LIFT CORE	B1	\$150.00	\$100.00	\$250.00
19	HANDRAIL TO STAIR 1	B1	\$240.00	\$160.00	\$400.00
20	HANDRAIL TO HOIST 2 PENO	B1	\$570.00	\$380.00	\$950.00
21	HANDRAIL TO CRANE PENO	B1	\$360.00	\$240.00	\$600.00
22	SCAFFOLD TO RAMP	B1	\$8,665.20	\$5,776.80	\$14,442.00
23	HANDRAIL TO RAMP	B1	\$1,860.00	\$1,240.00	\$3,100.00
24	STRETCHER STAIR GRIDS B11 & BE	B1-GR	\$2,592.00	\$1,728.00	\$4,320.00
25	STAIR 3 PERIMETER SCAFFOLD	B1-GR	\$3,780.00	\$2,520.00	\$6,300.00
26	HANDRAIL TO STAIR 3	B1	\$330.00	\$220.00	\$550.00
27	HANDRAIL ON STAIR 3	B1	\$120.00	\$80.00	\$200.00
28	HANDRAIL TO EXHAUST RISERS	B1	\$360.00	\$240.00	\$600.00
29	HANDRAIL TO HOIST PENO	GR	\$450.00	\$300.00	\$750.00
30	HANDRAIL TO RISERS GRIDS BK	GR	\$390.00	\$260.00	\$650.00
31	HANDRAIL TO PUMP PENO	GR	\$150.00	\$100.00	\$250.00

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32	HANDRAIL TO STAIR 1	GR	\$240.00	\$160.00	\$400.00
33	HANDRAIL TO HOIST 2 PENO	GR	\$570.00	\$380.00	\$950.00
34	HANDRAIL TO CRANE PENO	GR	\$360.00	\$240.00	\$600.00
35	SCAFFOLD TO RAMP	GR	\$4,489.20	\$2,992.80	\$7,482.00
36	STAIR 3 PERIMETER SCAFFOLD	GR	\$3,276.00	\$2,184.00	\$5,460.00
37	HANDRAIL TO STAIR 3	GR	\$330.00	\$220.00	\$550.00
38	HANDRAIL ON STAIR 3	GR	\$120.00	\$80.00	\$200.00
39	HANDRAIL TO SHEET PILE	GR	\$8,145.00	\$5,430.00	\$13,575.00
40	CANTILEVERED WALKWAY ON CAPPING BEAM	GR	\$0.00	\$3,600.00	\$3,600.00
41	CANTILEVERED STRETCHER GRIDS B2 & BA	GR	\$6,480.00	\$4,320.00	\$10,800.00
42	CANTILEVERED STRETCHER GRIDS B11 & BD	GR	\$6,480.00	\$4,320.00	\$10,800.00
43	SCAFFOLD TO STAIR GRIDS B3 & BA	GR	\$2,700.00	\$1,800.00	\$4,500.00
44	HANDRAIL TO STAIR GRIDS B3 & BA	GR	\$480.00	\$320.00	\$800.00
45	PERIMETER SCAFFOLD TO GROUND POUR 2 & 3	GR	\$4,860.00	\$3,240.00	\$8,100.00
46	PERIMETER SCAFFOLD TO POUR 5	GR	\$4,482.00	\$2,988.00	\$7,470.00
47	PERIMETER SCAFFOLD TO RESIDENTS LOUNGE	GR	\$12,284.40	\$8,189.60	\$20,474.00
48	PERIMETER SCAFFOLD GRIDS B13 & BD	GR	\$4,419.60	\$2,946.40	\$7,366.00
49	PERIMETER SCAFFOLD GRIDS B13 & BB	GR	\$2,714.40	\$1,809.60	\$4,524.00
50	PERIMETER SCAFFOLD GRIDS B11 & BA-BB	GR	\$4,038.80	\$2,691.20	\$6,728.00
51	PERIMETER SCAFFOLD GRIDS B9 & BC-BE	GR	\$3,584.40	\$2,389.60	\$5,974.00
52	SCAFFOLD TO VOID GRIDS BB & B8	GR	\$480.00	\$320.00	\$800.00
53	SCAFFOLD TO VOID GRIDS B10 & BG	GR	\$768.00	\$512.00	\$1,280.00
54	GROUND LEVEL BOLT DOWN HANDRAIL	GR	\$13,800.00	\$9,200.00	\$23,000.00
55	HANDRAIL TO RAMP	GR	\$1,860.00	\$1,240.00	\$3,100.00
56	DEWATERING SCAFFOLD		\$1,440.00	\$960.00	\$2,400.00
57	STRETCHER STAIR TO GANTRY		\$0.00	\$5,400.00	\$5,400.00
58	CONSTRUCTION STAIR TO GANTRY		\$0.00	\$3,600.00	\$3,600.00
59	CANTILEVERED CONSTRUCTION STAIR GRID BK & 1		\$3,600.00	\$2,400	\$6,000.00
	TOTAL		\$ 143,340.00	\$ 99,160.00	\$ 242,500.00

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2.10 Optional Work Elements

Pricing is to be provided for all works associated with the following stand-alone options:

Extra Over Options			
Ref:	Description	\$	No/Excluded
1			☐

2.11 Schedule of Rates

1. All rates nominated in this Schedule of Rates are fixed for the duration of the contract.
2. This Schedule of Rates shall be used for payment in respect of additions and/or deletions to the Scope of Works.
3. All rates shall be inclusive of costs for management, administration, supervision, overheads, profits, Workers Compensation and all other insurances. Payroll tax and other taxes, customs duty, escalation of prices and wages to contract completion, safety measures and costs complying with all obligations under the contract.
4. All rates including labour component shall be inclusive of the costs of supervision and associated costs, wages paid, all award payments, other industrial agreement payments and the like.
5. All rates including supply component shall be inclusive of all costs for materials, equipment, plant, labour, procurement, transportation, handling (on and off site), delivery, storage, wastage, and complying with the specification and testing as necessary.
6. All rates including an installation component shall be inclusive of all costs for materials, equipment, plant, labour, supervision, procurement, transportation, handling (on and off site), delivery, set out, storage, wastage, environmental controls, safety, cleaning, protection (including removal), complying with the specification and testing as necessary, commissioning, and certification.
7. All rates involving plant or equipment shall be inclusive of the costs of depreciation, fuel, electricity, consumables, registration, transportation, and delivery to and removal from site.
8. All rates are exclusive of GST.

	Item	Unit Rate
1	Tradesman Normal Time	\$120.00 / hour
2	Tradesman Double Time	\$175.00 / hour

DOCUMENT REGISTER



DOCUMENT REGISTER

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BUILDERS
Established 1912

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DOCUMENT REGISTER



101	STRUCTURAL DRAWINGS	LEVEL 12 BOTTOM FLOOR PLAN (LEVEL 12 TO BE REMAIN)	1	For Information	18/07/2021
102	STRUCTURAL DRAWINGS	LEVEL 10 TOP FLOOR PLAN (LEVEL 11 TO BE REMAIN)	1	For Information	18/07/2021
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152	STRUCTURAL DRAWINGS	LEVEL -40 FLOOR PLAN (LEVEL -39 TO BE REMAIN)	1	For Information	18/07/2021
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154	STRUCTURAL DRAWINGS	LEVEL -42 FLOOR PLAN (LEVEL -41 TO BE REMAIN)	1	For Information	18/07/2021
155	STRUCTURAL DRAWINGS	LEVEL -43 FLOOR PLAN (LEVEL -42 TO BE REMAIN)	1	For Information	18/07/2021
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159	STRUCTURAL DRAWINGS	LEVEL -47 FLOOR PLAN (LEVEL -46 TO BE REMAIN)	1	For Information	18/07/2021
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162	STRUCTURAL DRAWINGS	LEVEL -50 FLOOR PLAN (LEVEL -49 TO BE REMAIN)	1	For Information	18/07/2021
163	STRUCTURAL DRAWINGS	LEVEL -51 FLOOR PLAN (LEVEL -50 TO BE REMAIN)	1	For Information	18/07/2021
164	STRUCTURAL DRAWINGS	LEVEL -52 FLOOR PLAN (LEVEL -51 TO BE REMAIN)	1	For Information	18/07/2021
165	STRUCTURAL DRAWINGS	LEVEL -53 FLOOR PLAN (LEVEL -52 TO BE REMAIN)	1	For Information	18/07/2021
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169	STRUCTURAL DRAWINGS	LEVEL -57 FLOOR PLAN (LEVEL -56 TO BE REMAIN)	1	For Information	18/07/2021
170	STRUCTURAL DRAWINGS	LEVEL -58 FLOOR PLAN (LEVEL -57 TO BE REMAIN)	1	For Information	18/07/2021
171	STRUCTURAL DRAWINGS	LEVEL -59 FLOOR PLAN (LEVEL -58 TO BE REMAIN)	1	For Information	18/07/2021
172	STRUCTURAL DRAWINGS	LEVEL -60 FLOOR PLAN (LEVEL -59 TO BE REMAIN)	1	For Information	18/07/2021
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174	STRUCTURAL DRAWINGS	LEVEL -62 FLOOR PLAN (LEVEL -61 TO BE REMAIN)	1	For Information	18/07/2021
175	STRUCTURAL DRAWINGS	LEVEL -63 FLOOR PLAN (LEVEL -62 TO BE REMAIN)	1	For Information	18/07/2021
176	STRUCTURAL DRAWINGS	LEVEL -64 FLOOR PLAN (LEVEL -63 TO BE REMAIN)	1	For Information	18/07/2021
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193	STRUCTURAL DRAWINGS	LEVEL -81 FLOOR PLAN (LEVEL -80 TO BE REMAIN)	1	For Information	18/07/2021
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200	STRUCTURAL DRAWINGS	LEVEL -88 FLOOR PLAN (LEVEL -87 TO BE REMAIN)	1	For Information	18/07/2021
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202	STRUCTURAL DRAWINGS	LEVEL -90 FLOOR PLAN (LEVEL -89 TO BE REMAIN)	1	For Information	18/07/2021
203	STRUCTURAL DRAWINGS	LEVEL -91 FLOOR PLAN (LEVEL -90 TO BE REMAIN)	1	For Information	18/07/2021
204	STRUCTURAL DRAWINGS	LEVEL -92 FLOOR PLAN (LEVEL -91 TO BE REMAIN)	1	For Information	18/07/2021
205	STRUCTURAL DRAWINGS	LEVEL -93 FLOOR PLAN (LEVEL -92 TO BE REMAIN)	1	For Information	18/07/2021
206	STRUCTURAL DRAWINGS	LEVEL -94 FLOOR PLAN (LEVEL -93 TO BE REMAIN)	1	For Information	18/07/2021
207	STRUCTURAL DRAWINGS	LEVEL -95 FLOOR PLAN (LEVEL -94 TO BE REMAIN)	1	For Information	18/07/2021
208	STRUCTURAL DRAWINGS	LEVEL -96 FLOOR PLAN (LEVEL -95 TO BE REMAIN)	1	For Information	18/07/2021
209	STRUCTURAL DRAWINGS	LEVEL -97 FLOOR PLAN (LEVEL -96 TO BE REMAIN)	1	For Information	18/07/2021
210	STRUCTURAL DRAWINGS	LEVEL -98 FLOOR PLAN (LEVEL -97 TO BE REMAIN)	1	For Information	18/07/2021
211	STRUCTURAL DRAWINGS	LEVEL -99 FLOOR PLAN (LEVEL -98 TO BE REMAIN)	1	For Information	18/07/2021
212	STRUCTURAL DRAWINGS	LEVEL -100 FLOOR PLAN (LEVEL -99 TO BE REMAIN)	1	For Information	18/07/2021
213	STRUCTURAL DRAWINGS	LEVEL -101 FLOOR PLAN (LEVEL -100 TO BE REMAIN)	1	For Information	18/07/2021
214	STRUCTURAL DRAWINGS	LEVEL -102 FLOOR PLAN (LEVEL -101 TO BE REMAIN)	1	For Information	18/07/2021
215	STRUCTURAL DRAWINGS	LEVEL -103 FLOOR PLAN (LEVEL -102 TO BE REMAIN)	1	For Information	18/07/2021
216	STRUCTURAL DRAWINGS	LEVEL -104 FLOOR PLAN (LEVEL -103 TO BE REMAIN)	1	For Information	18/07/2021
217	STRUCTURAL DRAWINGS	LEVEL -105 FLOOR PLAN (LEVEL -104 TO BE REMAIN)	1	For Information	18/07/2021
218	STRUCTURAL DRAWINGS	LEVEL -106 FLOOR PLAN (LEVEL -105 TO BE REMAIN)	1	For Information	18/07/2021
219	STRUCTURAL DRAWINGS	LEVEL -107 FLOOR PLAN (LEVEL -106 TO BE REMAIN)	1	For Information	18/07/2021
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221	STRUCTURAL DRAWINGS	LEVEL -109 FLOOR PLAN (LEVEL -108 TO BE REMAIN)	1	For Information	18/07/2021
222	STRUCTURAL DRAWINGS	LEVEL -110 FLOOR PLAN (LEVEL -109 TO BE REMAIN)	1	For Information	18/07/2021
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228	STRUCTURAL DRAWINGS	LEVEL -116 FLOOR PLAN (LEVEL -115 TO BE REMAIN)	1	For Information	18/07/2021
229	STRUCTURAL DRAWINGS	LEVEL -117 FLOOR PLAN (LEVEL -116 TO BE REMAIN)	1	For Information	18/07/2021
230	STRUCTURAL DRAWINGS	LEVEL -118 FLOOR PLAN (LEVEL -117 TO BE REMAIN)	1	For Information	18/07/2021
231	STRUCTURAL DRAWINGS	LEVEL -119 FLOOR PLAN (LEVEL -118 TO BE REMAIN)	1	For Information	18/07/2021
232	STRUCTURAL DRAWINGS	LEVEL -120 FLOOR PLAN (LEVEL -119 TO BE REMAIN)	1	For Information	18/07/2021
233	STRUCTURAL DRAWINGS	LEVEL -121 FLOOR PLAN (LEVEL -120 TO BE REMAIN)	1	For Information	18/07/2021
234	STRUCTURAL DRAWINGS	LEVEL -122 FLOOR PLAN (LEVEL -121 TO BE REMAIN)	1	For Information	18/07/2021
235	STRUCTURAL DRAWINGS	LEVEL -123 FLOOR PLAN (LEVEL -122 TO BE REMAIN)	1	For Information	18/07/2021
236	STRUCTURAL DRAWINGS	LEVEL -124 FLOOR PLAN (LEVEL -123 TO BE REMAIN)	1	For Information	18/07/2021
237	STRUCTURAL DRAWINGS	LEVEL -125 FLOOR PLAN (LEVEL -124 TO BE REMAIN)	1	For Information	18/07/2021
238	STRUCTURAL DRAWINGS	LEVEL -126 FLOOR PLAN (LEVEL -125 TO BE REMAIN)	1	For Information	18/07/2021
239	STRUCTURAL DRAWINGS	LEVEL -127 FLOOR PLAN (LEVEL -126 TO BE REMAIN)	1	For Information	18/07/2021
240	STRUCTURAL DRAWINGS	LEVEL -128 FLOOR PLAN (LEVEL -127 TO BE REMAIN)	1	For Information	18/07/2021
241	STRUCTURAL DRAWINGS	LEVEL -129 FLOOR PLAN (LEVEL -128 TO BE REMAIN)	1	For Information	18/07/2021
242	STRUCTURAL DRAWINGS	LEVEL -130 FLOOR PLAN (LEVEL -129 TO BE REMAIN)	1	For Information	18/07/2021
243	STRUCTURAL DRAWINGS	LEVEL -131 FLOOR PLAN (LEVEL -130 TO BE REMAIN)	1	For Information	18/07/2021
244	STRUCTURAL DRAWINGS	LEVEL -132 FLOOR PLAN (LEVEL -131 TO BE REMAIN)	1	For Information	18/07/2021
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249	STRUCTURAL DRAWINGS	LEVEL -137 FLOOR PLAN (LEVEL -136 TO BE REMAIN)	1	For Information	18/07/2021
250	STRUCTURAL DRAWINGS	LEVEL -138 FLOOR PLAN (LEVEL -137 TO BE REMAIN)	1	For Information	18/07/2021
251	STRUCTURAL DRAWINGS	LEVEL -139 FLOOR PLAN (LEVEL -138 TO BE REMAIN)	1	For Information	18/07/2021
252	STRUCTURAL DRAWINGS	LEVEL -140 FLOOR PLAN (LEVEL -139 TO BE REMAIN)	1	For Information	18/07/2021
253	STRUCTURAL DRAWINGS	LEVEL -141 FLOOR PLAN (LEVEL -140 TO BE REMAIN)	1	For Information	18/07/2021
254	STRUCTURAL DRAWINGS	LEVEL -142 FLOOR PLAN (LEVEL -141 TO BE REMAIN)	1	For Information	18/07/2021
255	STRUCTURAL DRAWINGS	LEVEL -143 FLOOR PLAN (LEVEL -142 TO BE REMAIN)	1	For Information	18/07/2021
256	STRUCTURAL DRAWINGS	LEVEL -144 FLOOR PLAN (LEVEL -143 TO BE REMAIN)	1	For Information	18/07/2021
257	STRUCTURAL DRAWINGS	LEVEL -145 FLOOR PLAN (LEVEL -144 TO BE REMAIN)	1	For Information	18/07/2021
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259	STRUCTURAL DRAWINGS	LEVEL -147 FLOOR PLAN (LEVEL -146 TO BE REMAIN)	1	For Information	18/07/2021
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261	STRUCTURAL DRAWINGS	LEVEL -149 FLOOR PLAN (LEVEL -148 TO BE REMAIN)	1	For Information	18/07/2021
262	STRUCTURAL DRAWINGS	LEVEL -150 FLOOR PLAN (LEVEL -149 TO BE REMAIN)	1	For Information	18/07/2021
263	STRUCTURAL DRAWINGS	LEVEL -151 FLOOR PLAN (LEVEL -150 TO BE REMAIN)	1	For Information	18/07/2021
264	STRUCTURAL DRAWINGS	LEVEL -152 FLOOR PLAN (LEVEL -151 TO BE REMAIN)	1	For Information	18/07/2021
265	STRUCTURAL DRAWINGS	LEVEL -153 FLOOR PLAN (LEVEL -152 TO BE REMAIN)	1	For Information	18/07/2021
266	STRUCTURAL DRAWINGS	LEVEL -154 FLOOR PLAN (LEVEL -153 TO BE REMAIN)	1	For Information	18/07/2021
267	STRUCTURAL DRAWINGS	LEVEL -155 FLOOR PLAN (LEVEL -154 TO BE REMAIN)	1	For Information	18/07/2021
268	STRUCTURAL DRAWINGS	LEVEL -156 FLOOR PLAN (LEVEL -155 TO BE REMAIN)	1	For Information	18/07/2021
269	STRUCTURAL DRAWINGS	LEVEL -157 FLOOR PLAN (LEVEL -156 TO BE REMAIN)	1	For Information	18/07/2021
270	STRUCTURAL DRAWINGS	LEVEL -158 FLOOR PLAN (LEVEL -157 TO BE REMAIN)	1	For Information	18/07/2021
271	STRUCTURAL DRAWINGS	LEVEL -159 FLOOR PLAN (LEVEL -158 TO BE REMAIN)	1	For Information	18/07/2021
272	STRUCTURAL DRAWINGS	LEVEL -160 FLOOR PLAN (LEVEL -159 TO BE REMAIN)	1	For Information	18/07/2021
273	STRUCTURAL DRAWINGS	LEVEL -161 FLOOR PLAN (LEVEL -160 TO BE REMAIN)	1	For Information	18/07/2021
274	STRUCTURAL DRAWINGS	LEVEL -162 FLOOR PLAN (LEVEL -161 TO BE REMAIN)	1	For Information	18/07/2021
275	STRUCTURAL DRAWINGS	LEVEL -163 FLOOR PLAN (LEVEL -162 TO BE REMAIN)	1	For Information	18/07/2021
276	STRUCTURAL DRAWINGS	LEVEL -164 FLOOR PLAN (LEVEL -163 TO BE REMAIN)			

DOCUMENT REGISTER

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HUTCHINSON
BUILDERS
Established 1912

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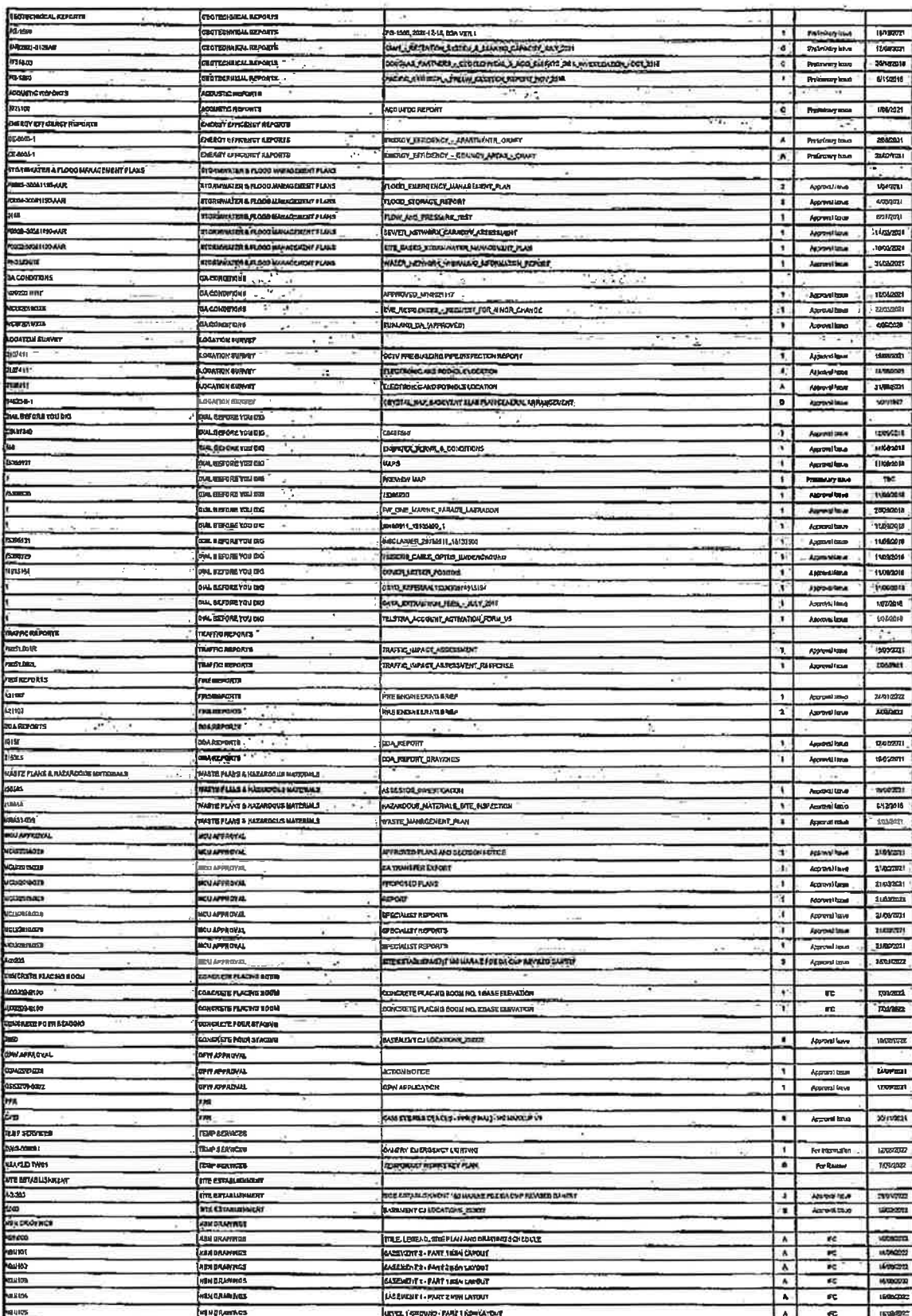
HUTCHINSON
BUILDERS
Established 1912

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BUILDERS
Established 1912

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DOCUMENT REGISTER



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**Schedule 3
Project Program**

As per follow construction program.

AK

Established 1912

EVE RESIDENCES_180 Marine Pde
Overall Master Program

Task

Critical Task

Summary

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EVE RESIDENCES_180 Marine Pde
Overall Master Program

Established 1912

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Prod: 180 Manna Pds Target Programming WIP 12082022

HUTCHINSON BUILDERS

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 FH 12012022

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ID	Task Name	Duration	Start	Finish	2021	2022	2023	2024	2025
265	PROOF/REMARKS & SPRAYCHUTE WALLS B1 - GROUND (over zone)	7 days	Tue 2/10/22	Wed 16/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
267	VERTS/FRP GROUND FLR - P1 (43x102, 1.2m thick, 520mm)	7 days	Fri 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
268	VERTS/FRP GROUND FLR - P2 (43x102, 1.2m thick, 520mm)	5 days	Fri 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
269	VERTS/FRP GROUND FLR - P3 (43x102, 1.2m thick, 520mm)	5 days	Fri 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
270	VERTS/FRP GROUND FLR - P4 (43x102, 1.2m thick, 520mm)	5 days	Fri 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
271	NON TRANSFER SLABS	10 days	Mon 2/10/22	Fri 10/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
272	VERTS/FRP GROUND FLR - P5	7 days	Tue 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
273	VERTS/FRP GROUND FLR - P6	7 days	Tue 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
274	WEST - NON TOWER ZONE	20 days	Mon 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
275	PROOF/REMARKS & SPRAYCHUTE WALLS B1 - GROUND (Non-Tower zone)	8 days	Mon 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
276	VERTS/FRP GROUND FLR - P7	8 days	Mon 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
277	VERTS/FRP GROUND FLR - P8	8 days	Mon 2/10/22	Mon 6/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
278	TOWER LEVELS (43x102)	20 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
279	LEVELS (102x150)	12 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
280	PROOF/REMARKS & SPRAYCHUTE WALLS B2 - GROUND	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
281	VERTS/FRP L3 - P1 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
282	VERTS/FRP L3 - P2 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
283	LEVEL 3 (102x150)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
284	VERTS/FRP L3 - P1 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
285	VERTS/FRP L3 - P2 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
286	LEVEL 4 (102x150)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
287	VERTS/FRP L4 - P1 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
288	VERTS/FRP L4 - P2 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
289	LEVEL 5 (102x150)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
290	VERTS/FRP L5 - P1 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
291	VERTS/FRP L5 - P2 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
292	LEVEL 6 (102x150)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
293	VERTS/FRP L6 - P1 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
294	VERTS/FRP L6 - P2 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
295	VERTS/FRP L6 - P3 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
296	VERTS/FRP L6 - P4 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
297	VERTS/FRP L6 - P5 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
298	VERTS/FRP L6 - P6 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
299	VERTS/FRP L6 - P7 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
300	VERTS/FRP L6 - P8 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
301	VERTS/FRP L6 - P9 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
302	VERTS/FRP L6 - P10 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
303	VERTS/FRP L6 - P11 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
304	VERTS/FRP L6 - P12 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
305	VERTS/FRP L6 - P13 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
306	VERTS/FRP L6 - P14 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
307	VERTS/FRP L6 - P15 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
308	VERTS/FRP L6 - P16 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
309	VERTS/FRP L6 - P17 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
310	VERTS/FRP L6 - P18 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
311	VERTS/FRP L6 - P19 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
312	VERTS/FRP L6 - P20 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
313	VERTS/FRP L6 - P21 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
314	VERTS/FRP L6 - P22 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
315	VERTS/FRP L6 - P23 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
316	VERTS/FRP L6 - P24 (60x102)	8 days	Fri 10/02/22	Tue 2/10/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
317	COMPLETE PG LIFT SHAFT LID	1 day	Wed 11/02/22	Wed 11/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24
318	STRUCTURE COMPLETE	0 days	Wed 11/02/22	Wed 11/02/22	Mon 1/1/22	Mon 2/2/22	Mon 1/1/23	Mon 2/2/23	Mon 1/1/24

ID	Task Name	Duration	Start	Finish	2021	2022	2023	2024	2025
318	318	3 days	Thu 27/11/23	Thu 28/11/23					
319	319	233 days	Thu 27/11/23	Thu 27/11/23					
320	320	55 days	Thu 27/11/23	Thu 27/11/23					
321	321	50 days	Thu 27/11/23	Thu 27/11/23					
322	322	50 days	Thu 27/11/23	Thu 27/11/23					
323	323	165 days	Thu 27/11/23	Thu 27/11/23					
324	324	30 days	Thu 27/11/23	Thu 27/11/23					
325	325	71 days	Thu 27/11/23	Thu 27/11/23					
326	326	38 days	Thu 27/11/23	Thu 27/11/23					
327	327	47 days	Thu 27/11/23	Thu 27/11/23					
328	328	12 days	Thu 27/11/23	Thu 27/11/23					
329	329	35 days	Thu 27/11/23	Thu 27/11/23					
330	330	0 days	Thu 27/11/23	Thu 27/11/23					
331	331	215 days	Thu 27/11/23	Thu 27/11/23					
332	332	80 days	Thu 27/11/23	Thu 27/11/23					
333	333	80 days	Thu 27/11/23	Thu 27/11/23					
334	334	80 days	Thu 27/11/23	Thu 27/11/23					
335	335	80 days	Thu 27/11/23	Thu 27/11/23					
336	336	80 days	Thu 27/11/23	Thu 27/11/23					
337	337	80 days	Thu 27/11/23	Thu 27/11/23					
338	338	80 days	Thu 27/11/23	Thu 27/11/23					
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388	388	80 days	Thu 27/11/23	Thu 27/11/23					
389	389	80 days	Thu 27/11/23	Thu 27/11/23					
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394	394	80 days	Thu 27/11/23	Thu 27/11/23					
395	395	80 days	Thu 27/11/23	Thu 27/11/23					
396	396	80 days	Thu 27/11/23	Thu 27/11/23					
397	397	80 days	Thu 27/11/23	Thu 27/11/23					
398	398	80 days	Thu 27/11/23	Thu 27/11/23					
399	399	80 days	Thu 27/11/23	Thu 27/11/23					
400	400	80 days	Thu 27/11/23	Thu 27/11/23					

Schedule 4
Separable Portions

NOT APPLICABLE

MR

**Schedule 5
Deeds of Guarantee and Indemnity**

THIS PERSONAL DEED OF GUARANTEE AND UNDERTAKING

Is dated the 12th day of October 2022

TO J. Hutchinson Pty Ltd (ACN 009 778 330) (Contractor)
of 584 Milton Road, Toowong, Queensland, 4066

FROM Ryan Cameron (Guarantor)
of Unit 6, 368 Earnshaw Road Banyo QLD 4014

FOR Eve Residence (project)

INTRODUCTION:

- A** The Contractor and S&D O'Brien Pty Ltd as Trustees for The O'Brien Unit Trust, Trading as Cogent Scaffolding (ABN 30 570 017 005) (Subcontractor) have entered into a subcontract for the performance of construction work by the Subcontractor at Eve Residence Fire Door Installation Work (the Subcontract).
- B** The Guarantor provides this guarantee in his/her personal capacity (and not in the capacity as a director of the Subcontractor).
- C** The Guarantor is aware of the Subcontractor's obligations to the Contractor under the Subcontract and agrees to provide this guarantee with respect to the Subcontractor's performance of its obligations to the Contractor on the terms and conditions of this deed.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

- (a) **Business Day** means any day which is not a Saturday, Sunday or public or bank holiday in Brisbane, Queensland;
- (b) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (c) **Fully Enforceable** means:
 - (i) enforceable in accordance with the terms of the Subcontract against the Subcontractor; and
 - (ii) not open to disclaimer by any liquidator appointed to the Subcontractor under Part 5.6 of the Corporations Act;
- (d) **Guaranteed Money** means all:
 - (i) present or future indebtedness of the Subcontractor to the Contractor either alone or in conjunction with any other person under the Subcontract or on any account whatsoever; and
 - (ii) other liabilities of the Subcontractor to the Contractor, present or future, actual or contingent (including, without limitation, liabilities as surety or guarantor);
- (e) **Guaranteed Obligations** means all the Subcontractor's obligations under the Subcontract or arising out of, or in connection with, the subject matter of the Subcontract, including without limitation, all obligations arising out of the Subcontractor's performance of the Subcontract.
- (f) **Loss** includes a loss, damage, liability, cost, charge, expense, penalty, compensation, fine, outgoing or payment.
- (g) **Parties** are the Contractor and the Guarantor.
- (h) **Related Entity** has the meaning in section 3(2) of the Building Code 2013 (made under subsection 27(1) of the *Fair Work (Building Industry) Act 2012*.

1.2 Interpretation

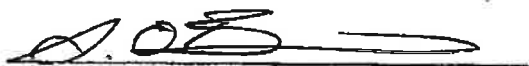
In this deed, unless the context clearly indicates otherwise:

- (a) a reference to this deed or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to legislation or a legislative provision includes:
 - (i) any statutory modification or substitution of that legislation or legislative provision; and
 - (ii) any subordinate legislation issued under that legislation or legislative provision including under that legislation or legislative provision as statutorily modified or substituted;
- (c) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (d) the **Introduction** forms part of this deed;
- (e) a reference to a **person** includes that person's successors and permitted assignees and novatees;
- (f) **including** and **includes** are not words of limitation;
- (g) a word that is derived from a defined word has a corresponding meaning;
- (h) **monetary amounts** are expressed in Australian dollars;
- (i) the singular includes the plural and vice-versa;
- (j) words importing one gender include all other genders;

- (k) a reference to a thing includes each part of that thing; and
 (l) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- 2 GUARANTEE AND INDEMNITY**
- 2.1 Undertaking**
 The Guarantor unconditionally guarantees to the Contractor the due and punctual:
- (a) payment of all the Guaranteed Money; and
 (b) performance of all of the Guaranteed Obligations.
- 2.2 Enforcement**
 (a) If the Subcontractor fails to perform or observe any Guaranteed Obligation, the Contractor may at any subsequent time give the Guarantor written notice of the Subcontractor's failure.
 (b) If within 10 Business Days after giving that notice, the Subcontractor has failed to remedy the failure, the Guarantor must (without further notice from the Contractor) immediately perform or observe that Guaranteed Obligation or otherwise procure its performance or observance.
- 2.3 Indemnity**
 The Guarantor unconditionally indemnifies the Contractor against any claim, Loss or damage caused by, or resulting from, the:
- (a) Subcontractor's failure to perform the Guaranteed Obligations;
 (b) Guaranteed Obligations being unenforceable in whole or in part; or
 (c) Guaranteed Money being, in whole or in part, not recoverable from the Subcontractor, or having been recovered, if they are repaid or restored for any reason.
- 3 CONSEQUENCES OF DEFAULT BY SUBCONTRACTOR**
 (a) If the Subcontractor defaults in the due and punctual payment of the Guaranteed Money, or any part of them, the Guarantor shall pay those moneys on demand to, or as directed by, the Contractor.
 (b) If the Subcontractor defaults in the due and punctual performance of any of the Guaranteed Obligations, or the Guarantor is otherwise required to indemnify the Contractor against claim, Loss or damage under subclause 2.3, the Guarantor shall pay the amount of any claim, Loss or damage on demand to, or as directed by, the Contractor.
 (c) The Guarantor is deemed to be a principal debtor jointly and severally liable with the Subcontractor to discharge the Guaranteed Obligations.
- 4 GUARANTOR'S OBLIGATIONS**
 The Guarantor's obligations under this deed:
- (a) are principal obligations and not ancillary or collateral to any other obligation;
 (b) may be enforced against the Guarantor without the Contractor being required to exercise any right, power or remedy it may have against the Subcontractor;
 (c) are not affected by any act, omission, matter or thing which but for this clause 4 might affect the Guarantor's obligations in whole or in part, including without limitation any one or more of the following (whether occurring with or without the consent of any person):
- (i) the grant to the Subcontractor or any other person of any waiver or other indulgence or concession or a whole or partial discharge or release of the Subcontractor or any other person;
 (ii) the bankruptcy or death of, the winding up of, or the appointment of an administrator, receiver or provisional liquidator to, the Subcontractor or any other person;
 (iii) the fact that the Contractor or any other person exercises or refrains from exercising any right, power or remedy under the Subcontract or otherwise, or fails to recover, by exercise of any such right, power or remedy, any moneys due or payable from the Subcontractor to the Contractor;
 (iv) failure by the Contractor to give notice to the Guarantor of any breach by the Subcontractor of the terms of the Subcontract;
 (v) the making, variation, replacement, discharge or transfer of any agreement, transaction or arrangement between the Subcontractor and the Contractor, including the Subcontract, or the Contractor and the Guarantor;
 (vi) completion of the building work the subject of the Subcontract;
 (vii) termination of the Subcontract by either the Contractor or the Subcontractor; or
 (viii) the Subcontractor's obligations under the Subcontract being or becoming wholly or partially illegal, void, voidable or unenforceable.
- 5 EXTENT OF GUARANTEE AND INDEMNITY**
- 5.1 Continuing guarantee**
 This deed is a continuing guarantee and indemnity and will remain in full force and effect until all of the Guaranteed Obligations have been fulfilled.
- 5.2 Principal and independent obligation**
 The undertaking and indemnity in this deed is a principal and independent obligation of the Guarantor and is not ancillary or collateral to any other obligation.
- 6 VARIATION**
 This deed extends to cover the Subcontract as amended, varied or replaced at any time including, without limitation, any increase in the obligations of the Guarantor or the Subcontractor in consequence.
- 7 LIMITATION ON LIABILITY**
 Despite anything to the contrary in this deed, the liability of the Guarantor under this deed will be no greater than it would have been if:
- (a) the Guarantor was named as a party to the Subcontract in place of the Subcontractor; and
 (b) the Subcontract was fully enforceable.
- 8 WAIVER OF RIGHTS OF GUARANTOR**
 The Guarantor waives in favour of the Contractor all rights (whether at law or otherwise) against the Subcontractor so far as necessary to give effect to this deed.
- 9 EXCLUSION OF SUBROGATION AND OTHER RIGHTS**
 The Guarantor must not, either directly or indirectly, until the Guaranteed Obligations have been performed or observed in full:
- (a) claim, exercise or attempt to exercise a right of set-off or counterclaim or any other right or raise any defence of itself or the Subcontractor which might reduce or discharge its liability under this deed;
 (b) call on the Contractor to sue or take proceedings against the Subcontractor; and

- (c) claim to be entitled to the benefit of any security or guarantee now or subsequently held for the Guaranteed Obligations by the Contractor, whether by way of contribution, indemnity, subrogation, marshalling or otherwise.
- 10 GENERAL PROVISIONS**
- 10.1 Entire agreement**
This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
- 10.2 Variation**
This deed must not be varied except by a later written document executed by all parties.
- 10.3 Waiver**
A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- 10.4 Further assurances**
Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.
- 10.5 Governing law and jurisdiction**
(a) The laws applicable in Queensland govern this deed.
(b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from those courts.
- 10.6 Severance**
If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- 10.7 Preservation of existing rights**
The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.
- 10.8 No merger**
Any right or obligation of any party that is expressed to operate or have effect on or after the expiration or termination of this deed for any reason will not merge on the occurrence of that event but will remain in full force and effect.
- 10.9 Counterparts**
This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
- 10.10 Notices**
Any notice, demand, consent, approval, request or other communication (notice) to be given under this deed must be in writing and must be given to the recipient at his Address for Service by being:
(a) hand delivered;
or
(b) sent by prepaid ordinary mail within Australia.
A notice is given if:
(c) hand delivered, on the date of delivery;
or
(d) sent by prepaid ordinary mail within Australia, on the date that is 3 Business Days after the date of posting.

EXECUTED by Guarantor in his/her personal capacity:



Signature of Guarantor

STEVEN O'BRIEN

Name of Guarantor

10/11/2022

Date of Signature



Signature of Witness

Michelle Comersall

Name of Witness

10/11/2022

Date of Signature

Schedule 6 – Statutory Compliance Obligations

The Subcontractor must comply with the conditions specified in this Schedule 6.

1 BUILDING CODE 2016

For the purpose of this clause:

ABCC means the body referred to in subsection 29(2) of the Act;

ABC Commissioner means the Australian Building and Construction Commissioner referred to in subsection 16(1) of the Act;

Act means the Building and Construction Industry (Improving Productivity) Act 2016;

Building Code means the Code for the Tendering and Performance of Building Work 2016, which is available at <https://www.legislation.gov.au/Details/F2016L01859>;

Building Contractor has the same meaning as in the Act;

Building Industry Participant has the same meaning as in the Act;

Building Work has the same meaning as in subsection 3(4) of the Building Code;

Commonwealth Funded Building Work means Building Work in items 1-8 of Schedule 1 of the Building Code;

Enterprise Agreement has the same meaning as in the Fair Work Act 2009;

Exclusion Sanction has the same meaning as in subsection 3(3) of the Building Code;

Letter of Compliance means a letter of compliance issued by the ABCC certifying that an Enterprise Agreement is compliant with the Building Code;

Related Entity has the same meaning as in subsection 3(2) of the Building Code; and

Sub-subcontractor means a secondary subcontractor, a Building Contractor or Building Industry Participant who the Subcontractor has entered, or proposes to enter, into a sub-subcontract with to undertake any of the Works.

- (a) This clause applies where the Head Contract includes Commonwealth Funded Building Work or where required by the Contractor.
- (b) The Subcontractor:
 - (i) declares as at the date of commencement of this Subcontract in relation to the Works; and
 - (ii) must ensure that during the term of this Subcontract in relation to the Subcontract Works, that it and its Sub-subcontractors:
 - (iii) comply with the Building Code;
 - (iv) are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
 - (v) are not subject to an Exclusion Sanction;
 - (vi) will only use products in relation to the Subcontract Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (vii) unless approved otherwise by the ABC Commissioner, are not excluded from performing Building Work funded by a state or territory government; and
 - (viii) comply with any applicable Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Subcontract Works.
- (c) Without limiting and notwithstanding clause 1(b), the Subcontractor will ensure that remedial action is taken to rectify any behaviour on the part of it and its Sub-subcontractors that is non-compliant with the Building Code.
- (d) The Subcontractor must every six months during the term of this Subcontract advise the Contractor whether:
 - (i) it has in the preceding 6 months or since it last advised the Contractor, whichever is the earliest, had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the Migration Act 1958; or
 - (ii) it has in the preceding 6 months or since it last advised the Contractor, whichever is the earliest:
 - (A) been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
 - (B) owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.
- (e) Compliance with the Building Code does not relieve the Subcontractor from responsibility to perform this Subcontract, or from liability for any defect in the Subcontract Works arising from compliance with the Building Code.
- (f) The Subcontractor must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working day after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
- (g) The Subcontractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Sub-subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (h) The Subcontractor must only enter into a sub-subcontract for any of the Subcontract Works where:
 - (i) the Sub-subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the sub-subcontract with the Sub-subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.
- (i) Despite anything to the contrary, the parties must comply with any resolution made under clause 24 for a dispute about payments to the Subcontractor.

2

GOODS AND SERVICES TAX (GST)

- (a) It is agreed that the Subcontract Sum is exclusive of GST.
- (b) Notwithstanding any other clause in the Subcontract, if any supply made under or in connection with the Subcontract constitutes a taxable supply, then the recipient of the supply of goods or services ("the Recipient") shall determine and pay to the supplier of the goods or services ("the Supplier") the amount of GST required to be accounted for by the Supplier to the Commissioner of Taxation in respect of the supply in addition to any amount or consideration expressed as payable elsewhere in the Subcontract.

3

WORK HEALTH AND SAFETY

- (a) In performing the Works, the Subcontractor is responsible for ensuring that the Subcontractor and its Personnel carry out and complete the Works safely and in accordance with all legislative requirements including those pursuant to the Work Health and Safety Act 2011 (Qld) and those requirements listed at <https://subbles.hutchies.com.au/resources/requirements>.
- (b) The Subcontractor must consult, cooperate and coordinate with the Contractor and any other persons on the site that have a work health and safety duty.
- (c) The Subcontractor shall provide any necessary documentation as required by the Contractor in order for the Contractor to comply with its obligations in relation to workplace health and safety under the Head Contract.

4

NON-CONFORMING BUILDING PRODUCTS

- (a) In this clause, capitalised terms (not otherwise defined in the Subcontract) including but not limited to 'Person in the Chain of Responsibility', 'Building Product', 'Minister', 'Non-conforming Building Product', 'Warning Statement', 'Required Information' and 'Recall Order' each have the respective meanings given to those terms in Part 6AA of the QBCC Act.
- (b) The Subcontractor acknowledges that the Subcontractor is a person in the Chain of Responsibility, for one or more Building Products in connection with the Subcontract Works (Subcontract Building Product) and that it has obligations under Part 6AA of the QBCC Act in relation to Non-conforming Building Products and:
 - (i) warrants and must at all times ensure that no building products incorporated into the Subcontract Works are Non-conforming Building Products or the subject of a Warning Statement issued by the Minister;
 - (ii) must ensure that it, and its secondary subcontractors or suppliers, provide all Required Information for a Building Product incorporated into the Subcontract Works to the Contractor within the timeframes requested by the Contractor and in any event prior to incorporation of the Building Product into the Subcontract Works;
 - (iii) must promptly provide to the Contractor any other information (including appropriate test reports and results) reasonably required by the Contractor in relation to each Subcontract Building Product to demonstrate the compliance of the Subcontract Building Product with any legislative requirement or otherwise demonstrate the suitability of the Subcontract Building Product for incorporation into the Subcontract Works;
 - (iv) must provide the Contractor with copies of all notices (including Warning Statements or Recall Orders) issued and received in relation to the Subcontract Works pursuant to the QBCC Act or otherwise to or from the Queensland Building and Construction Commission in relation to a Building Product in connection with the Subcontract Works within 48 hours of dispatch or receipt by the Contractor of the relevant notice; and
 - (v) must notify the Contractor within 48 hours after becoming aware that any Building Product in connection with the Subcontract Works is a Non-Conforming Building Product.
- (c) If the Subcontractor installs a Building Product without having provided to the Contractor the Required Information, the Contractor will in its sole and absolute discretion be entitled to request the Required Information from the Subcontractor, in which case the Subcontractor must provide the Required Information as soon as reasonably practicable but in any event within 3 business days of the request and if the Subcontractor fails to provide the Required Information within that time, direct the Subcontractor to remove the Building Product from the Subcontract Works and replace it with a Building Product in respect of which the Required Information has been provided to the Contractor and the cost to the Contractor in doing so will be a debt due and owing from the Subcontractor to the Contractor.
- (d) The Subcontractor acknowledges that if any Subcontract Building Product is a Non-Conforming Building Product or if a Recall Order (or a Corresponding Recall Order) is issued in relation to a Subcontract Building Product and the Subcontractor cannot provide a solution so that the Subcontract Works do not contain a Non-Conforming Building Product to the reasonable satisfaction of the Contractor then the Contractor may (in addition to any other rights and remedies of the Contractor) itself or by others rectify the Subcontract Works so that no Subcontract

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Building Product is a Non-Conforming Building Product and the cost to the Contractor in doing so will be a debt due and payable by the Subcontractor to the Contractor.

5 MODERN SLAVERY

In this clause, Modern Slavery Laws means any modern slavery Laws that are applicable to the Subcontractor or its Personnel including the Modern Slavery Act 2018 (Cth), and the Modern Slavery Act 2018 (NSW) and Divisions 270 and 271 of the Criminal Code Act 1995 (Cth) and any Law, rule or other legally binding measure of Australia which creates similar offences to those set out in Divisions 270 and 271 of the Criminal Code Act 1995 (Cth). The Subcontractor agrees to notify the Contractor promptly upon becoming aware of any actual or potential breach of any Modern Slavery Laws applicable to the Subcontractor under this Subcontract and provide any Information reasonably requested by the Contractor or any authority undertaking any investigation into any potential breach of any Modern Slavery Laws.

6 INDUSTRIAL RELATIONS

- (a) The Subcontractor must prior to the date of Subcontract and whenever requested by the Contractor, provide to the Contractor all information and documents necessary in order to comply with all relevant industrial instruments and legislative requirements with respect superannuation and workers compensation and any other information so requested by the Contractor in order for the Contractor to comply with its industrial relations obligations under the Head Contract.
- (b) If the Contractor incurs a delay, loss or damage under the Head Contract as a result of any industrial dispute involving the Subcontractor's employees, workers, agents or secondary subcontractors, the Subcontractor is wholly liable for the delay and any additional cost incurred by the Subcontractor. Any costs, losses, damages or expenses suffered by the Contractor as a result of such delays shall become moneys due and payable from the Subcontractor to the Contractor.
- (c) The Subcontractor is not entitled to any claim as a result of any industrial dispute unless it affects works at the site and is of statewide application.
- (d) The Subcontractor warrants that it has allowed for payment to its employees and workers in accordance with all terms and conditions stated in any applicable industrial instrument or laws or as required by this clause in the subcontract sum.

7 HEAVY VEHICLE NATIONAL LAWS

- (a) The Subcontractor warrants that it is familiar with and has the capacity and resources to comply with the HVNL's where they apply to the Subcontractor.
- (b) The Subcontractor warrants that it will, and will ensure that all secondary subcontractors will, for the duration of the Subcontract, comply with its obligations under the HVNL's and do all things necessary to assist the Contractor in discharging the Contractor's obligations under the HVNL's to the extent that they apply to the Works and, upon request, provide the Contractor with evidence of such compliance, including transport and journey documentation and data on vehicles and loads.
- (c) The Subcontractor must immediately inform the Contractor upon becoming aware of any non-compliance with the HVNL's by the Contractor, the Subcontractor or any secondary subcontractor.
- (d) In this clause, 'HVNLs' means the *Heavy Vehicle National Law Act 2012* (Qld) and *Heavy Vehicle National Law Regulation 2014* (Qld) and any other chain of responsibility legislation that may apply to safety in transport activities or the carriage of goods by road including as to mass, dimension, load restraint, speed fatigue, vehicle standards, roadworthiness and maintenance.

Schedule 7 – Deed of Release

BETWEEN J. Hutchinson Pty Ltd (ACN 009 778 330) (Contractor)
of 584 Milton Road, Toowong, Queensland 4066

AND S&D O' Brien Pty Ltd as Trustees for The O' Brien Unit Trust, Trading (Subcontractor)
as Cogent Scaffolding (ABN 30 570 017 005)
of Unit 6, 368 Eamshaw Road Banyo QLD 4014

FOR Eve Residences (project)

It is agreed:

- 1 The Subcontractor acknowledges that the value of work carried out by the Subcontractor arising out of the Works or the Subcontract agreement up to and including the date of this Deed is as follows:

Original Subcontract Sum	\$ 249,355.00
Total of all adjustments & approved variations	\$
Final Subcontract Sum	\$
Less previous net payments	(\$)
Final balance owing (inclusive of retention)	\$
Less retention terms (< >% of \$< >)	(\$)
Final balance owing (exclusive of retention)	\$

- 2 The Subcontractor, upon receipt of the sum of 249,355.00 being the final balance owing (exclusive of retention) in the terms of Subcontract number 1539247 agrees to:
- (a) release and discharge the Contractor from all claims, demands, debts, accounts, costs, liens, actions and proceedings whether known or unknown which the Subcontractor has or might have against the Contractor howsoever arising under the Subcontract or out of its performance; and
 - (b) indemnify and keep indemnified the Contractor and their officers, servants and agents, from and against all claims, demands, debts, accounts, expenses, costs, liens, actions and proceedings, whether known or unknown, by any person, corporation or firm howsoever arising under the Subcontract or out of its performance.

Executed as a deed poll as delivered on the date of execution by the Subcontractor.

EXECUTED by the Subcontractor in accordance with section 127 of the Corporations Act 2001 (Cth):

_____ Signature of Director	_____ Signature of Director / Company Secretary
_____ Name of Director	_____ Name of Director / Company Secretary
_____ Date of Signature	_____ Date of Signature

EXECUTED by the Subcontractor by its duly authorised representative in accordance with section 128 of the Corporations Act 2001 (Cth):

_____ Signature of authorised representative	_____ Witness
_____ Name and position of authorised representative	_____ Name of Witness
_____ Date of Signature	_____ Date of Signature

* This Deed of Release form is to be signed by Incorporated Subcontractors and returned to the Contractor, as a condition of final payment and release of retention.

**Schedule 8
Warranties**

Warranties

Item / Trade	Period
1. Fixing and accessories	6 years materials and workmanship
2. Sealants including all external & Internal Applications	10 years materials and workmanship

Handwritten signature/initials

**Schedule 9
Declaration by Subcontractor**

Declaration by Subcontractor

TO J Hutchinson Pty Ltd (ACN 009 778 330) (Contractor)
of 684 Milton Road, Toowoong, Queensland 4066

FOR Eve Residences (Project)

I, (Print name)
of (Address) in the State of Queensland, do solemnly and sincerely declare that, in
relation to the Agreement between J. Hutchinson Pty. Ltd (ACN 009 778 330) and

..... (The Subcontractor)

(Registered Business/Entity Name)

Subcontract for [insert particulars] ("the Subcontract")

1. I, (Print name) hold the position of (Director, Partner, Sole Trader etc.) for the above
named Subcontractor. I am in a position to know the facts contained herein and to bind the Subcontractor by the terms of this
declaration and I am duly authorised to make this declaration on its/his behalf.
2. All (Name of the Subcontractor) EMPLOYEES, WORKERS, SECONDARY SUBCONTRACTORS and
SUPPLIERS who at any time have carried out work or supplied goods under the Subcontract have been paid in full all monies
due and payable to them inclusive of any amounts owing under any industrial instrument and all mandatory statutory obligations,
payments, charges or taxes (including but not limited to Goods and Services Taxes and Superannuation where applicable) up to
the date of the submission by the Subcontractor of Payment Claim Number 1539247 make this solemn declaration conscientiously
believing the information contained herein to be true and correct.

Signature of the Declarant

Name of Declarant

Date

A signed original copy of this declaration must accompany each progress claim submitted for payment.