

[REDACTED]

[REDACTED]

25 October 2021

[REDACTED]

SUBCONTRACT ORDER № [REDACTED]

Dear Sir/Madam

RE: CONSTRUCTION OF 20 APARTMENTS

AT:

FOR:

Subject to the conditions attached, and details set out below, we have pleasure in awarding the Contract to your company for the **Timber Roof Truss Supply** on the above Project.

Please note that in the event that there is any conflict between the terms of your Quotation and the attached Subcontract Order, the conditions of acceptance shall prevail and commencement of work detailed upon this Subcontract Order shall be taken to signify your agreement to the said conditions in the absence of any written agreement signed by both parties to the contrary.

All work to be done in accordance with drawings and specifications and to the time schedule which will be supplied by us on request, the work to be done to the satisfaction of all Local Authorities, Consultants, the Client and this Company.

Please sign, and forward the Acknowledgement of Subcontract Order by return mail to our Office, and quote the above Subcontract Order № [REDACTED] on all claims and correspondence.

[REDACTED]



BETWEEN



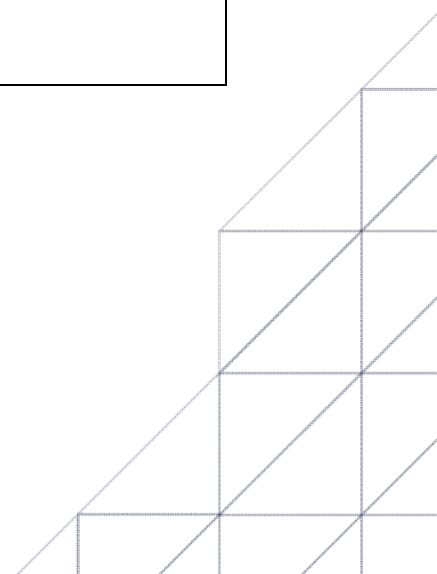
AND



DETAILS

The Contract Documents comprise the following:

SUBCONTRACT ORDER No: [REDACTED]	
Drawings:	Refer to Transmittal attached to this Subcontract Order
Preliminaries:	[REDACTED] Standard Preliminaries
Terms & Conditions:	[REDACTED] Terms & Conditions of Contract July 2016
Specifications:	Refer to Transmittal attached to this Subcontract Order
Schedules:	Refer to Transmittal attached to this Subcontract Order
Other:	Refer to Transmittal attached to this Subcontract Order
Project Commencement Date:	24 July 2021
Project Completion Date:	31 March 2022
Duration Of Your Work:	Refer Target Construction Program
SITE CONTACT:	
Site Foreman:	[REDACTED]
Mobile:	
Email:	



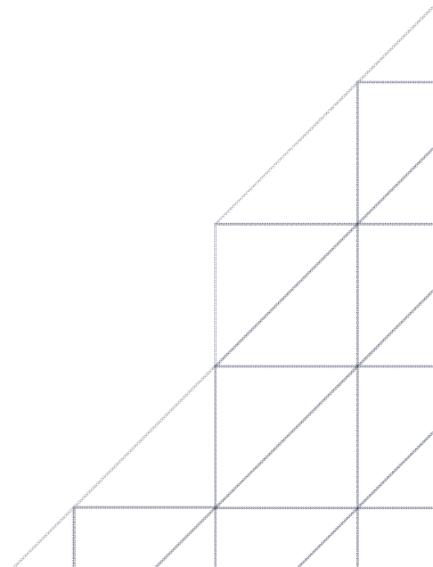
1. GENERAL

Provide all transport **labour, materials, plant, equipment and ancillary items** to carry out and complete fabrication supply and delivery of the **Timber Roof Truss Supply** in accordance with all relevant documents, plans, specifications, as well as any relevant standards, manufacturers recommendations and specifications, authority and statutory requirements, the Building Code of Australia and generally as required by law and in a professional and tradesman like manner.

- 1.1. Tenders shall consider QBCC Standards and Tolerance Guild 2016 unless noted otherwise in the **specification**.
- 1.2. Each subcontractor is required to refer to the **Specification Project Number [REDACTED] PRIN1 dated 22/4/21 table of contents** and if you feel you require other sections of the specification to be provided then please feel free to contact the PM or CA for this project.
- 1.3. Each subcontractor is required to refer to the **following Specification Project Number [REDACTED] PRIN1 dated 22/4/21 sections of Part A Standard Specification**: - 010 Preliminaries, 020 General Requirements, 030 Environmental Requirements, 040 Adhesives Sealants & Fasteners, 050 Metals & Pre-finishes, 085 Construction Waste Management,
- 1.4. Each subcontractor shall **refer Specification Project Number [REDACTED] PRIN1 dated 22/4/21 of Part B of the Standard Specification** that provides a schedule relevant to each section that **MUST BE completed for the tender to be conforming**.
- 1.5. Each subcontractor shall also NOTE: A) Where specific items/ locations are identified in trade specific scopes of work, that are provided to assist the Sub Contractor. B) Paynters accept no responsibility for items not detailed that could reasonably have been ascertained to have been required to complete the **Subcontract package** from a detailed review of the tender documentation.
- 1.6. Before work on site commences and before progress claims will be considered, the Subcontractor shall have submitted evidence of **currency of appropriate QBCC License and relevant insurances**. All such licenses and insurances are to be held in the same name and in the name of the tenderer.
- 1.7. Submit to the Foreman a Site-Specific **Work Method Statement** for all works a minimum of five (5) working days prior to commencement on site. Please note that works shall not be permitted to commence on site until such time as the SWMS has been submitted and agreed with **[REDACTED] Workers shall sign into the SWMS** supplied by their employer.
- 1.8. Ensure that all employees entering the site are familiar with the **Safe Work Method Statement** prior to entering the site and hold a current Construction Industry General Induction Card. No worker shall commence work on site until an original Construction Industry General Induction Card has been sighted by the Site Foreman and or the **[REDACTED] WHSO** appointed to the site. Before commencing any works on site, every employee must undertake a **site-specific induction**.
- 1.9. Allow to clean work areas daily and maintain a tidy workplace. Place all rubbish in skip bins provided by **[REDACTED]**
- 1.10. Provide all certification required for Building Approval / classification for the works outlined in the scope.
- 1.11. Allow for **co-ordination with other trades**.
- 1.12. Execute the works in the sequence as directed by the Contractor and allow for any breaks in continuity.
- 1.13. Provision of **competent on-site supervision** of the works and checking of all work carried out by others likely to affect the installation.
- 1.14. **Working Hours** are generally from - **6.30 am to 6.30 pm Monday to Saturday**; Sunday & Public Holidays NO Audible Noise, or as directed by the Site Manager. Please check with the site manager on delivery times so that he can arrange any required traffic management.

- 1.15. It shall be the Tenderer's responsibility to **visit the site** before tendering and fully inform themselves of all existing conditions. As we have discussed the truss sizes will be predetermined off the drawings, documented on shop drawings and shall be confirmed/ agreed prior to fabrication. Without due care and following the approval process Claims arising from failure to take this precaution will not be allowed. See 1.16
- 1.16. **Shop drawings:** promptly prepare and provide shop drawings as required and submit for approval. Consult with site manager on any issues and or issue formal Requests for Information for any design clarifications or proposed changes. Approval must be given if any change is to occur to the design documents. Allow sufficient time for review and approval of shop drawings, i.e., the earlier they are supplied for review the better.
- 1.17. **Samples:** provide samples where noted. Allow sufficient time for review and approval of samples, i.e., the earlier they are supplied for review the better. See Specification Item 1.8 General Requirement as required.
- 1.18. Documentation to be provided Three weeks prior to completion provide: Warranties, As-built drawings, Maintenance schedule, Maintenance Manual Data, Copies of all relevant test results.
- 1.19. Documentation to be provided Three (3) weeks prior to completion provide: **Plant/equipment register** (where applicable) in the format supplied by client that details the equipment installed with a declaration by a competent person that states the plant/equipment has been inspected and assessed as being safe to operate.
- 1.20. Provide a **Form 15** if there is a design component to your works.
- 1.21. Where applicable provide a **Form 16** declaration by a competent person that states your works has been installed in accordance with all relevant Australian standards, relevant codes, and the Building Code of Australia.
- 1.22. **Warranty periods** will start from the client accepted date of practical completion and last for a minimum of 12 months
- 1.23. **Substitutions** will only be accepted if, requested in writing, approved by the client in writing and do not delay the works. See item 1.16.
- 1.24. Where applicable Subcontractors will be required to follow **Inspection & Test Plans**. Note the client's representative will be required to inspect Hold Points.
- 1.25. Where applicable and at handover subcontractors will be required to follow the **Handover requirements** as listed in item 4.3 of Preliminaries
- 1.26. Where applicable Subcontractors will be required to, as is generally good building practice, to **protect material** and part completed work from weather conditions, for example, part completed brickwork shall be covered from wet weather to prevent efflorescence and discoloration.
- 1.27. Where applicable Core holes will generally NOT BE ALLOWABLE – therefore it is imperative that all service trades **prepare a penetration plan within maximum of 10 working days of contract award** and liaise closely with site foreman to ensure the necessary block outs are created and installed in the correct position. This means that upon award service trade need to appoint a competent person (foreman) who will review the documents without delay. That foreman shall meet with Paynters foreman to review all potential penetrations required and work out how they will be achieved. Further a services site co-ordination meeting shall be called that ALL service subcontractors shall attend to review the services together and to minimize issues on site.
- 1.28. All Sub- contractors shall seek clarification of the tender documents by a formal **RFI (request for information)** that shall be submitted in writing well in advance of the work being undertaken. Note the client has noted that sufficient time MUST BE given for any review and delay or EOT will not be considered if they occur due to lack of notice.
- 1.29. **Finishes and Marking** – Please refer to Specification Item 3.9 Finishes and 3.10 Marking in General Requirements.
- 1.30. Where applicable **Training/operation** – A suitably competent person shall demonstrate to the client's staff operation of services on completion.
- 1.31. Where applicable **Respect and take care of other subcontractor works**

- 1.32. Where applicable **The subcontractor shall not sub subcontract the works without prior approval** sought from the builder who is to obtain approval from the superintendent's representative
- 1.33. **Drawings, specifications and other tender information shall be regarded as confidential**
- 1.34. All **workers must sign into the site personnel register.**
- 1.35. Subcontractors who employ apprentices are requested to provide statistical information as below about the hours worked by their apprentices on this project
- 1.36. The subcontractor shall **assign warranties in favour of the client by the time practical completion** is reached.



2. TRADE SCOPE OF WORKS

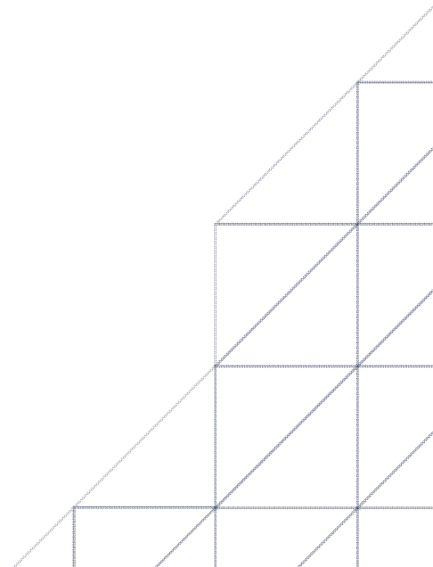
The Subcontractor shall provide all labour, materials, plant, equipment and ancillary items to carry out and complete the fabrication supply and delivery of the **Timber Roof Truss Supply** in accordance with the plans, specifications and schedules including, but not limited to the following:

The extent of the subcontract work shall include for, be subject to, but not be limited to the following:

- Fabricated Timber Truss
 - Fascia Trusses
- 2.1. Prepare shop drawings including Truss Layout Plan and submit for review by engineer PRIOR to fabrication offsite.
 - 2.2. Provide an installation guide and marking plan for the erections of the trusses.
 - 2.3. Provide a bracing layout plan for the erections of the trusses.
 - 2.4. Supply to site prefabricated roof trusses and associated works as detailed on plans and specifications including the timber/metal trusses and ancillaries.
 - 2.5. **NOTE:** Subcontractor to include for delivery via crane truck. To be unloaded under the direction of [REDACTED] Site Foreman.
 - 2.6. Supply all truss related items as shown on drawings including Roof framing plan S03.01 including but not limited to (trusses, beams, approved truss hangars, LVL's, lintels, pole plates and rafters, LVL rafters, top plates, bottom plates, ribbon plates, structural framing and non-structural framing including raked soffit framing, tiedown, bracing, roof battens, strapping, triple grips, multi grips, framing anchors, batten screws, hangar brackets, rods/nuts/washers, chem sets);
 - 2.7. Subcontractor is to read and comply with all Specifications on the Trusses & Frames within the Social Housing Specification Part A& B including, but not limited to the following:
 - 120 Light Timber Framing
 - 2.8. Provision for design and fabrication of roof trusses including bottom plate and fascia framing, to confirm with Australian Standard and Building Codes and the relevant acts and regulations pertinent to the works.
 - 2.9. Provide all temp bracing, truss binders, nailing strips that will be needed to be fixed to steel Roof Beams and incerts into PFC's blocking any infill framing etc as required to complete the works.
 - 2.10. Refer to Architectural drawings that shows fire and smoke walls. If these walls need to be framed accordingly, provide sufficient infill framing material for same so that fire-rated and non-fire rated plaster can be installed.
 - 2.11. Provision for the triple grips, bracing and all ancillaries etc. as required to complete the works.
 - 2.12. Where specific items/ locations are identified in the scope of work below, these are provided to assist the Sub Contractor and [REDACTED] accept no responsibility for items not detailed that could reasonably have been ascertained to have been required to complete the supply & Install of Timber Truss Supply package from a detailed review of the tender documentation.
 - 2.13. Subcontractor to advise on lead times to manufacture.
 - 2.14. The Subcontractor has included for all requirements of the Social Housing Specification for AS 2124 Construct Projects.
 - 2.15. The Subcontractor has included for all [REDACTED] WH&S requirements.
 - 2.16. The subcontractor is responsible for coordinating and providing all notifications needed for interruptions of services required to complete the works.
 - 2.17. The Subcontractor shall be responsible for the delivery and storage of fixtures and fittings.
 - 2.18. The Subcontractor shall be responsible for the removal of all building debris associated with their works and emptied into bins provided by [REDACTED]
 - 2.19. The Subcontractor is to confirm lead-time items with [REDACTED] and to ensure that all materials are delivered at an appropriate time in order to keep with [REDACTED] construction program.
 - 2.20. Submit to the Builder a certificate from the Truss Manufacturer stating that the design of the trusses meets all relevant requirements and RPEQ signed Form 15 design certificate.

3. EXCLUSIONS

- 3.1. Truss Installation
- 3.2. Hot Dipped Galvanised Brackets in Truss Connection Details as per Drawing (S06.01)



CONTRACT SCHEDULE

1. Other documents (if any) forming part of the Subcontract. (See clause 1(a)(5)) (List Opposite)

- [REDACTED] Standard Preliminaries.
- Terms and Conditions of Contract July 2016.
- Drug and Alcohol Procedure BMS-PRO-007-002
- Subcontractors Insurances and Business Particulars Form.
- Agreement to issue Recipient Created Tax Invoice.
- BMS-FRM-006-001-03 - HSEQ Management Plan
- BMS-FRM-006-001-06 - Safe Work Method Statement Review Checklist
- BMS-FRM-003-002-02 - Precontract Award Assessment
- Silica Awareness Pack (Alert, Risk Register, Toolbox Talk, Tools and Equipment examples)

2. Liquidation Damages

- Daily rate of Liquidation Damages. (See clause 8 (e)).

[REDACTED]

3. Subcontractor's Defects Liability Obligations

Defects Liability period (See clause 9(b) and 9(d)).

[REDACTED]

4. Variations

Percentage margins for overheads and profit for work carried out as day work. (See clause 12).

[REDACTED]

5. Progress Payments

Progress payments may be made. (See clause 17(a)).

30 Days

6. Provisional Sums

Provisional Sums. (See clause 15).

[REDACTED]

7. Contract Sum

- The Subcontractors will be paid on the following basis.
(See clause 17(a)).

Lump Sum

TOTAL FIXED CONTRACT SUM (EXCLUDING GST)

[REDACTED]

[REDACTED]

8. Dispute Resolution

Firm of quantity surveyors for purposes of clause 20(b).

First Choice:

Second Choice:



9. Special Conditions

(See clause 23).

Nil.

NOTE: All references to clause numbers are to be [REDACTED] Conditions of Subcontract the whole of which is incorporated by reference.

Signed
For



Print Name

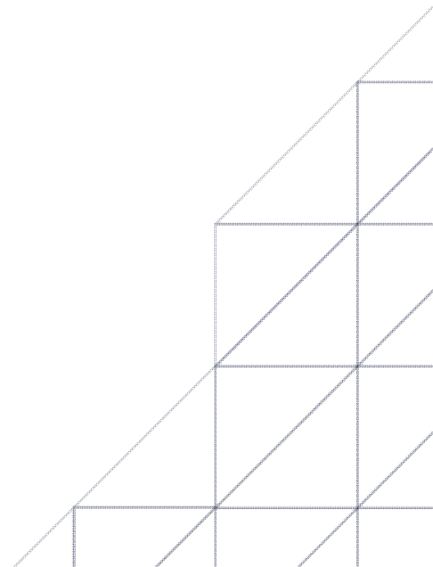
Dated this _____ Day of _____ 2021

Signed
For

THE SUBCONTRACTOR

Print Name

Dated this _____ Day of _____ 2021



SUBCONTRACTORS INSURANCE & BUSINESS PARTICULARS FORM TO BE RETURNED IMMEDIATELY
ACKNOWLEDGEMENT OF
SUBCONTRACT ORDER № [REDACTED]
JOB REFERENCE № [REDACTED]

We acknowledge receipt of the Subcontract Order dated 25 October 2021 and we also authorise Paynters to obtain confirmation of the insurance details set out below from the nominated insurers.

Contractors Name: _____

Contact: _____ Phone No: _____

Postal Address: _____

Description of Business: _____

(i) PUBLIC LIABILITY

Name of Insured: _____

Insurer: _____

Policy Number: _____ Expiry Date: _____

Limit of Indemnity: _____ Excess on Policy: _____

Extension Required:

- *Principal's indemnity nominating Paynters.*
- *Indemnity to Workers of Subcontractor.*

(ii) WORKCOVER QUEENSLAND INSURANCE

Note: Certificate of currency for WorkCover Queensland must accompany this form.

Name of Insured: _____

Insurer: _____

Policy Number: _____ Expiry Date: _____

Limit of Indemnity: _____ Excess on Policy: _____

Common Law Limit (*if not unlimited*): _____

(iii) AUSTRALIAN BUSINESS NUMBER

ABN: _____

We certify that the above details are correct and up-to-date.

Signature of Contractors: _____

Representative: _____

Position: _____ Date: _____

Please note that the Acceptance of this Subcontract Order is conditional upon this information being provided to our satisfaction.

AGREEMENT TO ISSUE RECIPIENT CREATED TAX INVOICES

Between: [REDACTED] (The Recipient)
ABN: [REDACTED]
Of: [REDACTED]
And: [REDACTED]
ABN: [REDACTED]
Of: [REDACTED] (The Supplier)

In consideration of the supplier agreeing to make supplies to the recipient and the recipient agreeing to receive such supplies from the supplier on or after the 1 August 2000 (collectively "the supplies"), the parties agree as follows:

1. The recipient can issue tax invoices in respect of the supplies.
2. The supplier will not issue tax invoices in respect of the supplies.
3. The supplier acknowledges that it is registered for GST when it enters into this agreement and that the supplier will notify the recipient if it ceased to be registered.
4. The recipient acknowledges that it is registered for GST when it enters into this agreement and that it will notify the supplier if it ceases to be registered.

Signed for and on behalf of

[REDACTED]

[REDACTED]

Signature

Print Name

Date: 25 October 2021

..... Date: