

SUBCONTRACT

between

McNab Developments (Qld) Pty Ltd
Contractor

and

AR Coastal Scaffolding Pty Ltd
Subcontractor

for

22066 - Rockpool RAC Pelican Waters
Project

FORMAL INSTRUMENT OF AGREEMENT

THIS INSTRUMENT OF AGREEMENT is made the day of August 2022

BETWEEN

THE CONTRACTOR:

McNab Developments (Qld) Pty Ltd
Level 1, 12 Neil Street
TOOWOOMBA QLD 4350

ABN : 63 118 748 548
ACN : 118 748 548
QBCC Licence No: 1094350
("Contractor")

AND:

THE SUBCONTRACTOR:

AR Coastal Scaffolding Pty Ltd
17 Alfriston Drive
Buderim, QLD 4556

ABN: 66 602 355 304
ACN: 602 355 304
QBCC Licence No:
("Subcontractor")

RECITALS

- A. Pursuant to a contract between McNab Developments (QLD) Pty Ltd as Contractor and Rockpool RAC (Pelican Waters) Pty Ltd as Principal, the Contractor is undertaking the design and construction of a 150 bed residential aged care facility for the Principal at Lot 90 on SP316217 Spitfire Banks Drive, Pelican Waters ("the head contract").
- B. The Subcontractor has represented to the Contractor it is experienced in the performance of work similar to the Subcontract Work as outlined in the subcontract documents and that it will provide the necessary resources, personnel, skill and expertise required to comply with all of its obligations under the subcontract.
- C. The Contractor wishes to engage the Subcontractor to perform the Subcontract Work as outlined in the subcontract documents and the Subcontractor has agreed to accept that appointment on the terms contained in this Formal Instrument of Agreement.

AGREEMENT

THE PARTIES AGREE THAT:-

1. Subcontract and Subcontract Documents

- 1.1 The Contractor and the Subcontractor acknowledge and agree they have contracted as contractor and subcontractor respectively to perform the Works in terms of the following documents which comprise the subcontract between the Contractor and the Subcontractor ("the subcontract").
- a) This Formal Instrument of Agreement; and
 - b) The attached General Conditions of Subcontract thereof and the following Annexures:
 - (i) Annexure 1 - Scope of Works
 - (ii) Annexure 2 - Specifications
 - (iii) Annexure 3 - Drawings
 - (iv) Annexure 4 - Subcontractor Health, Safety & Environmental Requirements
 - (v) Annexure 5 - Trade Pre-commencement Meeting (HSE Expectations)
 - (vi) Annexure 6 - Tender Qualification Minutes
 - (vii) Annexure 7 - Subcontract Programme
 - (viii) Annexure 8 - Project Trust Account Information
- 1.2 The Contractor and the Subcontractor further acknowledge and agree that the Contractor is bound by the provisions of its head contract with the Principal and that the head contract documents also form part of the subcontract between the Contractor and the Subcontractor.
- 1.3 The Contractor and the Subcontractor acknowledge and agree that should any ambiguity, discrepancy or inconsistency occur between the documents listed in clause 1.1 and clause 1.2 of this Formal Instrument of Agreement, the ambiguity, discrepancy or inconsistency shall be resolved as outlined in clause 6 of this Formal Instrument of Agreement.
- 1.4 Further, the Contractor and the Subcontractor acknowledge and agree the intent of the subcontract documents is for the Contractor to contract with the Subcontractor replicating as a minimum the Contractor's obligations to the Principal under the head contract with the Subcontractor's obligations to the Contractor under the subcontract.

2. The Subcontract Sum

- 2.1 The Subcontractor must carry out the Work in accordance with the subcontract for the fixed lump sum of **\$498,308.40 - Four Hundred and Ninety Eight Thousand, Three Hundred and Eight Dollars and Forty Cents** (which excludes GST).

3. Subcontractor's Acknowledgement

The Subcontractor acknowledges that:

- 3.1 It has not relied on any information by the Contractor which does not form part of the subcontract documents;

- 3.2 Any information documents provided by the Contractor to the Subcontractor do not form part of the subcontract documents;
- 3.3 It has had the opportunity to negotiate the terms of the subcontract documents on an arm's length basis and include any necessary special conditions in order to vary any of the above terms and/or conditions; and
- 3.4 Where applicable, it has been informed prior to entering into the subcontract that project bank accounts will be used.

4. Entire Agreement

The subcontract:

- 4.1 Contains the entire agreement and understanding between the parties on everything connected with the subject matter of the subcontract and supersedes any prior agreement, understanding, correspondence, documentation or discussion on anything connected with that subject matter.
- 4.2 The parties acknowledge they have not relied on any representation (other than those contained in the subcontract) to induce them to enter the subcontract, and any such representations are expressly superseded by the subcontract.
- 4.3 The subcontract may only be varied, supplemented, replaced or novated by written instrument executed by both parties.

5. Interpretation

Words and expressions contained in this Formal Instrument of Agreement which are defined in the attached General Conditions of Subcontract shall in this Formal Instrument of Agreement have the same meaning ascribed to them.

6. Order of Precedence

In case of an ambiguity, discrepancy or inconsistency between the subcontract documents the ambiguity, discrepancy or inconsistency is to be resolved in accordance with clause 6 of the General Conditions of Subcontract.

EXECUTED AS AN AGREEMENT

EXECUTED by

McNab Developments (Qld) Pty Ltd
ABN 63 118 748 548

by its duly authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness (print)

.....
Name of authorised representative (print)

EXECUTED by

AR Coastal Scaffolding Pty Ltd
ABN 66 602 355 304

by its duly authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness (print)

.....
Name of authorised representative (print)

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GENERAL CONDITIONS OF SUBCONTRACT

1. Applicable Law

The Subcontract shall be governed by and construed in accordance with the laws for the time being in force in the State specified in The Schedule.

2. Scope of Subcontract Works

- (a) The Subcontractor shall carry out and complete the Subcontract Works in accordance with the Subcontract and directions authorised by the Subcontract.

Subject to compliance by the Subcontractor with its obligations under the Subcontract, the Contractor shall pay the Subcontractor:

- (i) for work for which the Contractor accepted a lump sum, the lump sum; and
- (ii) for work for which the Contractor accepted rates, the sum of the products ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Subcontract by the rate accepted by the Contractor for the section or item,

adjusted by any additions or deductions made pursuant to the Subcontract.

- (b) Without limiting the generality of 2(a), the Subcontractor warrants to the Contractor that:

- (i) the Subcontractor:
 - A. at all times shall be suitably qualified, licensed, competent and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of the Subcontract Works;
 - B. has examined any preliminary design included in the Contractor's project requirements and that such preliminary design is suitable, appropriate and adequate for the purpose stated in the Contractor's project requirements;
 - C. shall carry out and complete the Subcontractor's design obligations to accord with the Contractor's project requirements and, if subclause 9(d) applies, accept the novation and retain the Contractor's consultant for any work the subject of a prior contract with the Contractor;
 - D. shall carry out and complete the Subcontract Works in accordance with the design Documents so that the Subcontract Works, when completed, shall:
 - 1. be fit for their stated purpose; and
 - 2. comply with all the requirements of the Subcontract;
 - E. has considered the carrying out of work under the Subcontract and the carrying out of the work under the Subcontract, including all methods of work as contemplated by the Subcontract, is practical and possible;
 - F. has considered the work under the Subcontract and the work under the Subcontract is capable of being built as described in the Subcontract;
 - G. has accepted responsibility for overcoming any issues relating to methods of work or similar matters an experienced and competent Subcontractor ought reasonably to have anticipated;
 - H. has all necessary resources available, including financial resources and access to labour and materials, to undertake the obligations under the Subcontract;
 - I. is satisfied that the provisions of the Subcontract are consistent and not conflicting;
 - J. has made all reasonable enquiries and obtained all information relevant to the risks, contingencies and other circumstances affecting the obligations under the Subcontract;
 - K. has satisfied itself as to the correctness and adequacy of the Subcontract Sum for the performance of its obligations under the Subcontract;
 - L. has accepted the risk of all hazards and difficulties including those related to logistics, materials handling and deliveries, traffic, adjacent properties, Site Safety and public safety.

- (ii) subject to clause 9, the Subcontractor's consultants identified in the Subcontractor's tender are suitably qualified and experienced.

- (c) The warranties remain unaffected notwithstanding:
 - (i) that design work (including preliminary design) has been carried out by or on behalf of the Contractor and included in the Contractor's project requirements;
 - (ii) that the Subcontractor has entered into a novation of any prior contract between the Contractor and a Contractor's consultant under subclause 9(d) and thereafter has retained that consultant in connection with the Subcontract Works;
 - (iii) any receipt or review of, or comment or Direction on, the design Documents by the Contractor; or
 - (iv) any variation.
- (d) The Subcontractor acknowledges that:
 - (i) The Subcontractor must allow at its own cost and execute the work:
 - A. including for minor items not expressly mentioned in the Subcontract Documents but which are necessary or incidental to the performance of the Subcontractor's obligations under the Subcontract and proper execution and completion of the Subcontract Works; and
 - B. make allowance for slight variations in dimensions shown on drawings which may be caused by unavoidable inequalities in the size of materials.

The Subcontractor acknowledges that the Contractor has entered into this Subcontract in reliance on the representations and warranties given in this Clause 2.

2A. Design and Documentation

If required by Item 21 of The Schedule, the provisions of this clause 2A shall apply to the Subcontractor.

- (a) In this clause:

'Contractor's Project Requirements' has the meaning stated in Item 22 of The Schedule;

"Design Documents" mean the drawings, specifications and other information, samples, models, patterns and the like required by the Subcontract and created (and including, where the context so requires, those to be created by the Subcontractor) for the construction of the Subcontract Works;

'Preliminary Design' means the documents stated in Item 22 of The Schedule which contain a preliminary design;

'Subcontractor's Design Obligations' means all tasks necessary to design and specify the Subcontract Works required by the Subcontract, including preparation of the Design Documents and, if the documents stated in Item 22 of The Schedule as describing the contractor's project requirements include a preliminary design, developing the preliminary design.

Design and Documentation Management

- (b) The Subcontractor:
 - (i) shall carry out and complete the Subcontractor's Design Obligations to accord with the Contractor's Project Requirements;
 - (ii) shall, as between the Subcontractor and the Contractor, be solely responsible for and assume all risk in relation to the design of the whole of the Subcontract Works, including the Preliminary Design and for any further design work, delays, cost increases, losses and expenses caused by or resulting from any deficiencies in the design;
 - (iii) is responsible for and bears all risk in connection with both the design and construction of the Subcontract Works, including the responsibility for the co-ordination, management and interface of the processes necessary to complete the design and construction of the Subcontract Works in accordance with the Subcontract and overcoming any buildability or constructability issues;

- (iv) shall carry out and complete the Subcontract Works in accordance with the Design Documents so that the Subcontract Works, when completed, shall
 - (A) be fit for purpose;
 - (B) be fit for the purpose stated in the documents in item 22 of The Schedule; and
 - (v) comply with all the requirements of the Subcontract and all Legislative Requirements
- (c) The Subcontractor's Design Obligations are as follows:
- (i) the Subcontractor shall determine what is required for the completion of the design in accordance with the Subcontract and the Contractor's Project Requirements;
 - (ii) the Subcontractor shall procure (where in its opinion it is required):
 - (A) the completion of the design and documentation of the Subcontract Works; and
 - (B) the production of the Design Documents,
 as shall be necessary to enable the Subcontract Works to be properly executed and completed in accordance with the program, the Contractor's work schedule and the Contractor's Project Requirements;
 - (iii) the Subcontractor shall procure the preparation of all detailed design development work necessary for the completion of the Subcontract Works in accordance with the Contractor's work schedule and in accordance with sound engineering and best building practice;
 - (iv) the Subcontractor shall advise the Contractor in respect of any potential change in the Subcontract Works which may benefit the Contractor;
 - (v) the Subcontractor shall make recommendations to the Contractor in respect of any revision to the Preliminary Design or the Design Documents as may be necessary to develop and document the design of the Subcontract Works and to facilitate the timely completion of the Subcontract Works and shall procure the carrying out of any revisions required by the Contractor;
 - (vi) the Subcontractor shall ensure that the design and construction of the Subcontract Works conforms with all Legislative Requirements and the requirements of any authorities having jurisdiction over the Subcontract Works (including any requirements of the relevant building surveyor and the planning permit);
 - (vii) the Subcontractor warrants that the Design Documents will be prepared with all care and skill to be expected from an experienced professional with the requisite qualifications;
 - (viii) the Subcontractor shall ensure that the design and construction of the Subcontract Works complies with the requirements of the Head Contract;
 - (ix) the Subcontractor acknowledges and agrees that acceptance or approval by the Contractor of the Preliminary Design or the Design Documents do not reduce or in any way lessen the obligations of the Subcontractor under the Subcontract and is not an acknowledgment by the Contractor under that the same complies with the warranties given under the Subcontract;
 - (x) the Subcontractor shall not make any changes or amendments to any documentation prepared under the Subcontract other than a change which is reasonably contemplated under the Subcontract as part of the process of design development without the prior written approval of the Contractor;
 - (xi) the Subcontractor warrants that the design, design development and documentation will proceed in a reasonable manner and in accordance with all suitable methods and practices and the reasonable requirements of the Contractor; and
 - (xii) where changes to the Preliminary Design occur, the Subcontractor is required to obtain amendments to the building permits provided by the Contractor, as necessary and appropriate.

Design obligations part of the Subcontract Works

- (d) The Subcontractor is not entitled to, and shall not claim, any EOT or any additional payment, damages or compensation in addition to the Subcontract Sum under the Subcontract or otherwise at law in respect of:
 - (i) compliance with the Subcontractor's obligations set out in this clause 2A; or
 - (ii) an anomaly within or between any of the following:
 - (A) the documents constituting the Preliminary Design;
 - (B) the documents constituting the Contractor's Project Requirements; or
 - (C) the documents comprising this Subcontract.

- (e) A direction by the Contractor to vary anything in the Design Documents shall be a variation only to the extent that the Design Documents, before such variation, complied, or would have complied, with the Contractor's Project Requirements.

Design development obligations

- (f) The Subcontractor shall (if it considers that this is necessary to meet its obligations under the Subcontract):
 - (i) develop the Preliminary Design;
 - (ii) submit 3 copies (or electronic copy format) of the Design Documents to the Contractor in a timely way which enables the Contractor to ascertain whether the Design Documents are in accordance with this clause 2A and so that the review and the Design Documents will not delay the Subcontract Works or the Contractor's work schedule;
 - (iii) at its own cost upon request by the Contractor explain any Design Documents, or report on any matters as the Contractor may from time to time reasonably request; and
 - (iv) ensure that the Contractor's Project Requirements are met by the Design Documents and the Subcontract Works.

Contractor's acceptance of Design Documents

- (g) The Contractor shall review the Design Documents submitted by the Subcontractor under this clause and issue a notice to the Subcontractor that the Design Documents are acceptable.
- (h) If the Design Documents are not acceptable, the Contractor shall advise the Subcontractor of this within 10 Business Days of receipt by issuing an instruction specifying the respects in which the Design Documents are not acceptable or whether further information is required before the Design Documents can be accepted.
- (i) The Subcontractor acknowledges and agrees that:
 - (i) in reviewing the Design Documents under this clause, the Contractor is only checking the architectural or appearance aspect and is not checking or confirming the technical detail or performance criteria;
 - (ii) the Contractor does not assume or owe any duty of care to the Subcontractor to review, or in reviewing, the Design Documents for errors, omissions, discrepancies or compliance with the Subcontract;
 - (iii) nothing herein will relieve the Subcontractor from, or alter or affect, the Subcontractor's liabilities or responsibilities whether under the Subcontract or otherwise according to law or prejudice the Contractor's rights against the Subcontractor whether under the Subcontract or otherwise according to law.

Further information

- (j) The Subcontractor shall provide any information sought by the Contractor under this clause as soon as possible and resubmit the Design Documents to the Contractor.

Contractor shall resubmit

- (k) The Subcontractor shall continue to submit Design Documents under this clause until they are accepted by the Contractor.

Insurance

- (l) In addition to the Subcontractor's obligation to take out and maintain professional indemnity insurance pursuant to clause 37(a)(iv), the Subcontractor shall ensure that every consultant shall effect and maintain professional indemnity insurance with levels of cover not less than that stated in Item 18 of The Schedule. Each such consultant's professional indemnity insurance shall be maintained until Subcontractor Completion and thereafter for a period of six years.

3. Head Contract

- (a) The Subcontractor acknowledges and agrees that:
 - (i) the Head Contract was, and is, available for inspection and review at the head office of the Contractor; and
 - (ii) it has informed itself as to all Documents, obligations, liabilities and terms contained in the Head Contract.
- (b) The Subcontractor agrees to assume to the Contractor (as a minimum) the same obligations as the Contractor has assumed to the Principal under the Head Contract in respect of the Subcontract Works and agrees to perform and discharge each of the Contractor's obligations under or associated with the Head Contract in respect of the Subcontract Works as part of this Subcontract. Where the Head Contract imposes an obligation that is inconsistent with an obligation under this Subcontract, the obligation under the Head Contract shall be considered the minimum standard required to the extent of the inconsistency.
- (c) Without limitation to clause 3(b) or any other provision of this Subcontract, the Subcontractor must:
 - (i) provide notice to the Contractor of any claims for variations, extension of time and adjustments of the Subcontract Sum in accordance with the Subcontract and in sufficient detail to allow the Contractor to comply with any requisite provisions of the Head Contract; and
 - (ii) assume the same responsibility as the Contractor has assumed to the Principal in respect of any design, carrying out, completion, standard and quality of the Subcontract Works.
- (d) All the powers of the Principal, the Principal's Representative or the Superintendent as against the Contractor under the Head Contract extend to this Subcontract and may be exercised by the Contractor as against the Subcontractor under this Subcontract.
- (e) The Subcontractor continually indemnifies the Contractor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment (including legal costs on a full indemnity basis) which the Contractor pays, suffers, incurs or is liable for either directly or indirectly arising out of or in connection with a breach of the Subcontractor's obligations under this clause.

4. Contact With Others

The Subcontractor is expressly forbidden to directly approach the Principal or Superintendent, or the Principal's consultants or agents in connection with any matter concerning the Subcontract Works without prior consent from the Contractor.

5. Quality Assurance

The Subcontractor shall be responsible for providing Quality Assurance to meet the requirements of the Head Contract and the Contractor's specific requirements.

6. Subcontract Documents

- (a) The Subcontract Documents shall be read as complementary Documents and anything required by or contained in one but not another shall be equally binding as if required by or contained in all of them. The Subcontract Documents are identified in Item 3 of the Schedule.
- (b) If the Subcontractor finds any ambiguity, discrepancy, inconsistency, omission or error in the Subcontract Documents (an "anomaly") it must immediately advise the Contractor in writing about the anomaly and the Contractor shall direct the Subcontractor as to the interpretation to be followed. No such Direction shall be considered as a variation to the Subcontract Works or be reason for adjustment of the Subcontract Sum unless the Subcontractor is directed by the Contractor as a variation under clause 24.
- (c) The Subcontractor warrants that it has examined all Documents comprising the Subcontract prior to the date of entering into the Subcontract and that there are no anomalies in or between the Documents comprising the Subcontract.

- (d) Unless the Contractor directs otherwise, the following rules will apply to the interpretation of any anomaly which may arise in or between the Documents comprising the Subcontract in relation to a requirement in respect of the extent of the Subcontractor's obligations, or the quality, quantity or cost of the Subcontract Works:
 - (i) the obligation which is most onerous upon the Subcontractor applies;
 - (ii) the highest quality or standard for product, workmanship or finish applies;
 - (iii) the greatest quantity applies; or
 - (iv) the highest cost to the Subcontractor applies.
- (e) Where any discrepancy exists:
 - (i) between figured and scaled dimensions the figured dimensions shall prevail; and
 - (ii) drawings made to larger scales and/or showing details of particular parts of any work shall be taken as correct in preference to those made to smaller scales and for more general purposes.
- (f) If the Subcontractor makes a written request for additional drawings and/or any other written information from the Contractor ("additional details") necessary for the purpose of executing the Subcontract Works then the additional details supplied to the Subcontractor by the Contractor will be deemed to be part of the original Subcontract Documents.
- (g) All Documents supplied to the Subcontractor by the Contractor for the purpose of executing the Subcontract Works shall be returned to the Contractor on demand in writing and shall not be used by the Subcontractor for any purpose other than execution of the Subcontract Works.
- (h) If the Subcontract requires the Subcontractor to provide drawings and other written information (the "Subcontractor details") then the Subcontractor must supply (free of charge) five copies of the Subcontractor details to the Contractor for approval, or copies in the format authorised or directed by the Contractor (which may include electronic format if applicable).
- (i) If the Contractor considers that such Subcontractor details are suitable for use the Subcontractor shall be given permission to use them and the Subcontractor's copies shall be returned to it. The copies supplied for the Contractor shall remain its property. The Documents depicting the Subcontract details do not form part of the Subcontract Documents.
- (j) Notwithstanding the grant of permission to use the Subcontractor details the Subcontractor shall be bound to carry out and complete the Subcontract Works strictly in accordance with Subcontract Documents. Permission for the use of the Subcontractor details shall not relieve the Subcontractor from the full responsibility for their correctness except in so far as any error in or omission from the Subcontractor details has been caused by an error in or omission from any document which the Contractor has issued independently for the purposes of this Subcontract.
- (k) During the execution of the Subcontract Works one complete set of drawings specifications and other written information issued or supplied to or by the Subcontractor shall be kept by the Subcontractor at the site or other location approved in writing by the Contractor and shall be available at all reasonable times for reference by the Contractor and any person or persons nominated by the Contractor.
- (l) The Subcontractor's quotation or tender qualification/exclusions letter or similar is not a Subcontract document unless expressly stated otherwise in the Formal Instrument of Agreement.

7. Evidence of Agreement/Documents

- (a) The execution of the Formal Instrument of Agreement ("FIA") by the parties is a condition precedent to any payment by the Contractor to the Subcontractor under the Subcontract or otherwise at law relating to the Subcontract Works.
- (b) The parties must take all reasonable steps to ensure that the FIA is executed before commencement of the Subcontract Works.
- (c) The Subcontractor acknowledges that:
 - (i) this Subcontract contains the entire understanding of the parties with respect to the subject matter of the Subcontract and the Subcontract Works; and
 - (ii) it has not relied on any representations by the Contractor, or any other person, other than those contained in the Subcontract.

Initial	
Initial	

8. Bills of Quantities/Schedule of Quantities

Where bills of quantities or schedule of quantities are provided by the Contractor to the Subcontractor these are provided as a guide only to the extent of the Subcontract Works and are not guaranteed correct and do not form part of the Subcontract Documents unless specified in Item 6A of The Schedule.

Unless expressly stated otherwise any bills of quantities or schedule of quantities are for reference purposes only and shall not entitle the Subcontractor to any adjustment to the contract sum by virtue of any difference between stated and actual quantities.

9. Assignment and Subcontracting

(a) The Subcontractor shall not assign, mortgage, charge, encumber or sub-let any portion of the Subcontract Works under the Subcontract without the prior written consent of the Contractor. Failure to obtain such written consent shall have the effect of any such assignment, mortgage, charge, encumbrance or sub-lease being void.

(b) The Subcontractor shall engage and retain the consultants identified in the Subcontractor's tender.

The Subcontractor shall not without the Contractor's prior written approval (which shall not be unreasonably withheld):

- (i) subcontract or allow a sub-subcontractor to subcontract any of the Subcontract Works; or.
- (ii) allow a sub-subcontractor to assign a sub-subcontract or any payment or any other right, benefit or interest thereunder.

With a request for approval, the Subcontractor shall give the Contractor written particulars of the work to be subcontracted and the name and address of the proposed sub-subcontractor. The Subcontractor shall give the Contractor other information which the Contractor reasonably requests, including the proposed sub-subcontract documents without prices.

Within 21 Days of the Subcontractor's request for approval, the Contractor shall give the Subcontractor written notice of approval or of the reasons why approval is not given. If no approval is given, the request will be deemed to be approved.

(c) If the Contractor has included in the tender a list of one or more selected sub-subcontractors or particular work, the Subcontractor shall subcontract that work to a selected sub-subcontractor and thereupon give the Contractor written notice of that selected sub-subcontractor's name.

If no Subcontractor on the Contractor's list will subcontract to carry out the selected sub-subcontract work, the Subcontractor shall provide a list for the written approval of the Contractor.

(d) This subclause applies only where the Contractor's project requirements include a preliminary design or the Subcontract includes selected sub-subcontract work.

When directed by the Contractor, the Subcontractor, without being entitled to compensation, shall promptly execute a deed of novation in the format provided by the Contractor, such deed being between the Contractor, the Subcontractor and the sub-subcontractor or selected sub-subcontractor for the particular part of the preliminary design or selected sub-subcontract work.

(e) Except where the Subcontract otherwise provides, the Subcontractor shall be liable to the Contractor for the acts, defaults and omissions of sub-subcontractors (including selected sub-subcontractors) and employees and agents of sub-subcontractors or any other consultants engaged by, for or on behalf of the Subcontractor in connection with the Subcontract Works as if they were those of the Subcontractor. Approval to subcontract shall not relieve the Subcontractor from any liability or obligation under the Subcontract.

(f) The Subcontractor continually indemnifies the Contractor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment (including legal costs on a full indemnity basis) which the Contractor pays, suffers, incurs or is liable for either directly or indirectly arising out of or in connection with the Subcontractor's sub-subcontractors.

10. Guarantees/Warranties

- (a) The Subcontractor shall perform all work in accordance with specified or Contractor approved alternative product manufacturers' requirements in order to obtain full warranty as nominated in the Subcontract Documents.
- (b) The Subcontractor shall immediately on demand provide in favour of the Contractor such guarantees or warranties (including in the form of any Deed required by the Head Contract) as are specified in the Head Contract or Subcontract in respect of the Subcontract Works or which are ordinary provided for works of the same nature as the Subcontract Works and shall ensure that the Principal shall have the benefit of any guarantee/warranties and be able to enforce the guarantee/warranties directly against the party giving them.
- (c) The Subcontractor shall be liable for and must indemnify the Contractor against all loss and damage suffered or incurred by the Contractor as a result of any breach of clause 10(a) or (b) by the Subcontractor (including legal costs on a full indemnity basis) or as a result of the Principal being unable or unwilling to enforce any guarantee/warranty directly against the Subcontractor or the party giving the guarantee/warranty.
- (d) The Subcontractor acknowledges that damages are not an adequate remedy for failing to provide guarantees or warranties in accordance with clause 10(a) or 10(b).

11. Shop Drawings and Site Dimensions

- (a) The Subcontractor shall be responsible for and shall verify all sizes, dimensions, set out and details on the site to its own satisfaction. Any dimensions or details issued by the Contractor or by the Principal shall be deemed to be issued as a guide only.
- (b) The Subcontractor shall allow to coordinate with other related subcontractors in the development of shop drawings, including review and integration of other related Subcontractors shop drawings, design, sequence of works and attendance at coordination meetings as required by the Contractor.
- (c) The Subcontractor shall not make any Claim on the Contractor to cover any cost, loss, expenses or damages arising out of or in connection with the Subcontractor's failure to adequately check site measurements.
- (d) The Subcontractor shall be responsible for, and pay all costs involved in the preparation, amendment and review of all workshop drawings including penetration drawings where required. Although shop drawings may be reviewed by the Contractor such review shall not render the Contractor liable for any errors or omissions in such drawings and the Subcontractor remains entirely responsible for the completion of the Subcontract Works.

12. Subcontractor to Inform Itself

- (a) The Subcontractor warrants that:
 - (i) it has examined all the site information;
 - (ii) it has examined all the information which is relevant to the risks, contingencies and other circumstances relevant to the execution of the Subcontract Works pursuant to this Subcontract;
 - (iii) it has informed itself of the nature of the work and materials necessary for the performance of the Subcontract Works, the means of access to, and the facilities for delivery to the site;
 - (iv) it has informed itself as to the availability of the labour and the industrial relations environment;
 - (v) the Contractor makes no warranties and gives no guarantees as to the sufficiency or accuracy of the site information;
 - (vi) the Subcontractor has had the opportunity to inspect and view the site and the site information and perform its own tests and make its own assessment of the risks associated with the site information and any latent condition;
 - (vii) the provision of the site information and anything contained in the site information shall not affect the assumption by the Subcontractor of the risk of latent conditions under the next clause; and

- (viii) the provision of the site information shall not give rise to any Claim on the part of the Subcontractor (even if the site information is or process to be inaccurate, incomplete or inadequate for any reason);
- (ix) it has obtained all necessary professional advice and assistance in relation to the execution of the Subcontract Works,
prior to the execution of this Subcontract or submission of its tender in relation thereto and that it has satisfied itself as to the correctness and adequacy of the Subcontract Sum for the performance of its obligations under the Subcontract.
- (b) Failure by the Subcontractor to do all or any of the things it has warranted to have done under this clause will not relieve the Subcontractor of the liability to complete the Subcontract Works in accordance with the Subcontract.
- (c) The Subcontractor warrants and represents that it has not relied upon any Documents or information supplied by the Contractor, including the site information, in entering into the Subcontract and accepts all risks associated with any inadequacy, error or inaccuracy in the site information.
- (d) In no circumstances whatsoever does the Contractor take responsibility for nor make any representation with respect to the accuracy or adequacy of any information or data provided to the Subcontractor, whether contained in the Subcontract Documents or otherwise; nor shall the Contractor be liable, whether in contract or tort for negligent misrepresentation or misinformation or otherwise; nor does the Contractor assume any duty of care to the Subcontractor with respect to information pertaining to the Subcontract Works, or the failure to provide such information.

13. Latent Conditions

Alternative 1:

- (a) The Subcontractor agrees:
 - (i) to notify the Contractor immediately upon becoming aware (and where possible before the latent condition is disturbed), or when it reasonably should have become aware, of a latent condition. For clarity, notification by the Subcontractor must be within two (2) Business Days of becoming aware, or when it should reasonably have become aware, of the latent condition. Failure to do so will be taken to be a material breach for the purposes of clause 53(a);
 - (ii) to assume the risk of a latent condition; and
 - (iii) to perform all work and provide all materials necessary to overcome any latent conditions at its own cost so that the Subcontract Works are completed for the Subcontract Sum and without any delay.
- (b) The Subcontractor shall have no Claim against the Contractor arising from the existence of any latent condition.

Alternative 2:

- (a) The Subcontractor agrees:
 - (i) to notify the Contractor immediately upon becoming aware (and where possible before the latent condition is disturbed), or when it reasonably should have become aware, of a latent condition. For clarity, notification by the Subcontractor must be within two (2) Business Days of becoming aware, or when it should reasonably have become aware, of the latent condition. Failure to do so will be taken to be a material breach for the purposes of clause 53(a); and
 - (ii) to perform all work and provide all materials necessary to overcome any latent conditions so that the Subcontract Works are completed in accordance with the Subcontract.
- (b) Within 3 Business Days of the notice referred to above, the Subcontractor shall give the Contractor a written statement of:
 - (i) the latent condition encountered and the respects in which it differs materially;
 - (ii) the additional work, resources, time and cost which the Subcontractor estimates to be necessary to deal with the latent condition; and
 - (iii) other details reasonably required by the Superintendent.

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- (c) Subject to the Subcontractor's compliance with clause 13, the effect of the latent condition shall be a deemed variation, priced having no regard to additional cost incurred more than 5 Business Days before the date on which the Subcontractor gave the notice required by the first paragraph of clause 13.
- (d) The Subcontractor shall have no claim under the Contract or otherwise at law in respect of latent conditions unless the Subcontractor gives to the Contractor the notice and written statement required by this clause 13 within the times specified in this clause 13. The Subcontractor's entitlement in respect of any claim for a latent condition shall be limited to the Contractor's award in respect of the same latent condition under the Head Contract.

14. Statutory and Legislative Requirements

- (a) The Subcontractor shall carry out and complete the Subcontract Works in accordance with the requirements of all appropriate statutory authorities and all statutory requirements including the payment of all necessary fees and the obtaining of all necessary consents, approvals and certificates. The Subcontractor shall before commencing any part of the Subcontract Works produce to the Contractor all such consents, approvals and certificates.
- (b) The Subcontractor shall comply with the requirements of the *Environmental Protection Act 1994* (Qld), subordinate legislation and the conditions of the project Environmental Plan or similar (where applicable).
- (c) The Subcontractor shall satisfy all legislative requirements required to be complied with under the Head Contract, and as required by the extent of the Subcontract Works, and comply with the requirements of the *Building Act 1975* (Qld) and all subordinate legislation to the full extent, which includes the National Code of Compliance suite.
- (d) The Subcontractor, upon finding that a legislative requirement is at variance with the Subcontract Works documents, shall promptly give the Contractor notice thereof.
- (e) If a legislative requirement:
 - (i) necessitates a change:
 - A. to the Head Contract Works;
 - B. to the Subcontract Works;
 - C. being the provision of services by a municipal, public, or other statutory authority in connection with the Subcontract Works; or
 - D. in a fee or charge or payment of a new fee or charge;
 - (ii) comes into effect after the date of the Subcontract and could not reasonably have been foreseen by an experienced and competent subcontractor at the date of Subcontract; and,
 - (iii) causes the Subcontractor to incur more or less cost than otherwise would have been incurred;

the difference shall entitle the Subcontractor to a Variation to the Subcontract works.
- (f) Notwithstanding that the Subcontractor may be entitled to a Variation pursuant to Clause 14(e), the Subcontractor must make any Claim in accordance with Clause 25. Notwithstanding any other provisions of the Subcontract, the Subcontractor shall not be entitled to any Variation described by this Clause unless it shall have complied with the required written notice periods of Clause 25.
- (g) Prior to the issue of the final certificate or upon demand in writing made by the Contractor to the Subcontractor, the Subcontractor shall surrender to the Contractor any Documents in its possession issued by or evidencing the approval of public, municipal or other authorities in connection with the Subcontract Works.
- (h) The Subcontractor shall be liable for, and must indemnify the Contractor against all loss and damage, including any penalty or fine or similar imposed by a statutory authority, as a result of any environmental damage to the site or the area surrounding the site or the breach of any statute or legislative requirement as a consequence of or in connection with the performance of the Subcontract Works.

14A Project Bank Account

- (a) The Subcontractor acknowledges that, by executing this Subcontract, it has been provided all relevant and required information under the Act from the Contractor regarding the Project Bank Account prior to entering into this Subcontract.

Information

- (b) The Subcontractor must:
- (i) provide the Contractor with all information it reasonably requires in order to administer the Project Bank Account within five (5) Business Days of the date of the Subcontract, or within five (5) Business Days from the date of execution of the Subcontract by the Subcontractor – whichever is earliest;
 - (ii) provide the Contractor with all assistance and information necessary to administer and operate the Project Bank Account during the time in which the Project Bank Account is active, including:
 - A. notifying the Contractor within three (3) Business Days of becoming aware of a change in information that may impact the Contractor's requirements under the Act;
 - B. providing all information or other matters requested by the Contractor in relation to the Project Bank Account within three (3) Business Days of receipt of a request from the Contractor in writing;
 - (iii) The Subcontractor indemnifies the Contractor against all damage, expense (including lawyers' fees and expenses on a solicitor/client basis), loss (including consequential, economic and pure economic loss) or liability of any nature suffered or incurred by the Contractor arising out of a failure by the Subcontractor to comply with its obligations under this clause 14A.

15. Subcontractor's Representative

- (a) The Subcontractor shall nominate to the Contractor in writing as the Subcontractor's representative a responsible person in its site organisation to whom the Contractor may give directions with regard to the Subcontract Works and who is in a position to make binding decisions for and on behalf of the Subcontractor. In lieu of a nomination by the Subcontractor, this person shall be the supervisor or foreman of the Subcontractor on site. Any such representative shall be capable of adequately communicating in English. The Subcontractor must ensure that at all times there is a Subcontractor's representative and any change of the Subcontractor's representative is notified to the Contractor in writing within two (2) Days.
- (b) Whether or not the Subcontractor has subcontracted, assigned or sublet the Subcontract Works or any portion thereof it shall not be relieved of responsibility under the Subcontract at all times.
- (c) The Subcontractor shall maintain throughout the duration of the Subcontract Works a competent supervising foreman and any directions given to that person by the Contractor shall be deemed to be given to the Subcontractor.
- (d) The Subcontractor shall ensure that the Subcontractor's representative or appropriate senior manager of the Subcontractor attends all meetings requested by the Contractor throughout the Subcontract Works.
- (e) If during the Subcontract Works the Contractor determines the Subcontractor's representative is unsuitable in performing the role then that person shall be removed from site and immediately replaced by a new Subcontractor's representative to the Contractor's satisfaction.

16. Control of Employees

- (a) The Subcontractor shall employ and ensure that its subcontractors employ in connection with the Subcontract Works only such persons as are careful, skilled and experienced in their respective trades and occupations.

- (b) The Contractor may object to and direct the Subcontractor to remove or have removed from the site within such time as the Contractor directs any person employed by the Subcontractor or by any of its subcontractors who, in the opinion of the Contractor misconducts themselves or is incompetent or negligent in the performance of their duties.
- (c) The Subcontractor shall comply with such Direction and any such person shall not be further employed in upon or about the site without the prior approval of the Contractor.
- (d) The Contractor shall not give any Direction pursuant to this clause which is unreasonable or vexatious.

17. Work Health and Safety

The Subcontractor:

- (a) shall observe and carry out their obligations under the provisions of all and any relevant legislative requirement governing safe working practices/conditions or under any safety work instruction issued by the Principal or Contractor from time to time;
- (b) must read and comply with the requirements of the Contractor's document "Subcontractor Health, Safety and Environmental Requirements" which forms **Annexure 4** of the Subcontract;
- (c) continually indemnifies the Contractor against any Claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment (including legal costs on a full indemnity basis) which the Contractor pays, suffers, incurs or is liable for either directly or indirectly arising out of or in connection with a breach of the Subcontractor's obligations under this clause, including any non-compliance with the Subcontractor's obligations under the "Subcontractor Health, Safety and Environmental Requirements";
- (d) acknowledges that the Contractor's document entitled "Construction Management Plan" and "Safe Work Method Statements" (or similar documents included in the Subcontract Documents) which is consistent with the requirements of the *Work Health and Safety Act 2011* (Qld), *Work Health and Safety Regulation 2011* (Qld), relevant Australian Standard or Code of Practice including any amendments or subsequent legislation thereto, shall form part of this Subcontract and must be strictly adhered to;
- (e) must submit their site specific Workplace Health and Safety Plan and Safe Work Method Statements, in accordance with the *Work Health and Safety Regulations 2011* (Qld), to the Contractor within 10 Business Days of award of the Subcontract or 10 Business Days prior to commencement on site by the Subcontractor whichever is the earlier. The Subcontractor will not be permitted to commence work activities on the project site until their submitted Safe Work Method Statements have been approved;
- (f) must re-submit their site specific Workplace Health and Safety Plan and Safe Work Method Statements until the Contractor approves same;
- (g) despite any other provision of this Subcontract, the Subcontractor shall have no entitlement to an extension of time in connection with delay that relates to the failure to have an approved Safe Work Method Statements, including where that delay relates to the Contractor processing and considering for approval the submitted (or re-submitted) Safe Work Method Statements; and
- (h) must submit, prior to commencing work activities on the project, site the following completed Documents:
 - (i) Electrical Equipment Register
 - (ii) Hazardous Chemicals Register
 - (iii) Safety Data Sheets
 - (iv) Employee Training and Qualification Register
 - (v) Registered Plant Register
 - (vi) Any other document reasonably requested by the Contractor

18. Responsibility for Subcontract Works

From the date of Subcontract until such a time as a Certificate of Subcontractor Completion has been issued by the Contractor, the Subcontractor shall protect and maintain at its own expense and be responsible for the care of all works under this Subcontract including:

- (a) all materials and plant which are the property of the Subcontractor or its servants or agents which are used or intended to be used for the purpose of carrying out work under the Subcontract;
- (b) all materials and plant entrusted to the Subcontractor or its servants or agents by the Contractor for the purpose of carrying out work under the Subcontract;
- (c) the protection, care, up-keep and maintenance of the Subcontract Works,

and if loss or damage occurs to the Subcontract Works while the Subcontractor is responsible for its protection and maintenance the Subcontractor shall at its own cost promptly make good the loss or damage.

19. Possession and Access

- (a) The Contractor shall give reasonable notice to the Subcontractor as to the date when the Subcontractor is required to commence the Subcontract Works and if it does not do so, the Subcontractor shall have possession of site from the date nominated in Item 12 of The Schedule and thereafter, the Subcontractor shall execute the Subcontract Works in accordance with the Contractor's directions and/or the Contractor's works schedule. If the Subcontractor fails to commence the Subcontract Works on the Date for Commencement as notified, or two Days from the date of giving such notice, whichever is the later, then the Subcontractor shall be liable for and shall pay or allow to the Contractor any loss, damage, cost or expense incurred by the Contractor by reason of such failure.

- (b) The Subcontractor shall at all reasonable times give to the Contractor and to any person authorised in writing by the Contractor access to the Subcontract Works and shall provide every reasonable facility necessary for the supervision, examination and/or testing of any works carried out or materials supplied pursuant to the Subcontract at the site or at any place where such work is being carried out or materials are being prepared or stored for the Subcontract Works.

The Subcontractor acknowledges that the Contractor and others will be carrying out other work on the site concurrently with the performance of the Subcontract Works and the Subcontractor shall coordinate the Subcontract Works with those concurrent works. The Subcontractor, in its capacity as a duly qualified, competent and experienced Subcontractor, shall fully cooperate and coordinate with the Contractor and other Subcontractors engaged by the Contractor and shall coordinate its own work with that being carried out by the Contractor, its Subcontractors' or other engaged in the construction of the project in such a manner as will mitigate any delays.

- (c) The Subcontractor agrees that it will not have sole or exclusive possession of any part of the Site.
- (d) The Subcontractor agrees that its access to those parts of the site reasonably necessary for the Subcontractor to comply with its obligations under the Subcontract may be:
 - (i) limited for any period of time;
 - (ii) non-continuous; or,
 - (iii) hindered by other works, including the work of other subcontractors.
- (e) The Subcontractor warrants that it has made due and sufficient allowance to absorb any delay resulting from restrictive access, and that there has been due and sufficient allowances in the Subcontract Sum to accommodate the restrictions, non-continuity or hindrances that may occur and the need to interface with the Contractor and other subcontractors.
- (f) The Subcontractor agrees that there will be no entitlement to make any claim arising out of or in connection with any restriction, non-continuity or hindrance of access to the site (or parts of the Site), and indemnifies the Contractor against any loss or damage arising out of or in connection with a breach by the Subcontractor of this clause.
- (g) Until access to the site or part of the site is given to the Subcontractor under this clause, the Subcontractor shall not deliver materials to or perform work on the site or any part of the site as the case may be, without written approval from the Contractor.
- (h) Unless the Subcontract otherwise provides or the Contractor gives prior written approval, the Subcontractor must not use the site or allow it to be used for any purpose not connected with the Subcontract Works.

- (i) The Subcontractor shall neither take or employ anyone to video or photograph the site or any part of the project without the prior written approval of the Contractor.
- (j) Any valuable minerals, fossils, articles, objects of antiquity, objects of anthropological or archaeological interest, coins or articles of value found on the site during the carrying out of the Subcontract Works shall be and remain the property of the Contractor and the Subcontractor immediately upon discovery shall notify the Contractor of such discovery and if so directed by the Contractor shall take precautions to prevent the loss, removal or damage to any such articles or property.

20. Setting Out

- (a) The Contractor shall supply the information necessary to enable the Subcontractor to set out the Subcontract Works and shall provide the Subcontractor with such survey marks as are specified in the Subcontract Documents, or if not so specified, with datum and bench marks on or adjacent to the Subcontract Works.
- (b) Subject to subclause 20(a) hereof, the Subcontractor shall at its own expense set out the Subcontract Works on the site correctly and in accordance with the Subcontract.
- (c) Except in so far as the work under the Subcontract requires anything to be covered or removed the Subcontractor shall preserve and maintain in their true positions all survey marks referred to in subclause 20(a) hereof or as may otherwise be established and brought to the Subcontractor's attention by the Contractor.
- (d) Should any survey mark be disturbed or obliterated, the Subcontractor shall immediately notify the Contractor and shall, unless the Contractor otherwise directs, rectify such disturbance or obliteration to the satisfaction of the Contractor at the Subcontractor's cost.
- (e) If at any time during the progress of the Subcontract Works any error is discovered in the position, level, dimension or alignment of any part, of the project (including the Subcontract Works) the Subcontractor shall immediately upon discovery of such error notify the Contractor and shall unless the Contractor otherwise directs, rectify the error. The Subcontractor shall bear the costs of rectification except when the error is not in the Subcontract Works or has been caused by incorrect data issued by the Contractor in which event the cost of rectification shall be borne by the Contractor.
- (f) The Contractor may check the setting out of work on the site by the Subcontractor but the fact that the Contractor has carried out such checks shall not relieve the Subcontractor of any responsibility for the correct setting out of the Subcontract Works.
- (g) The term 'survey mark' used in this clause means and refers to a survey peg, survey mark, bench mark, reference mark, level mark or any other mark used or intended to be used for the purpose of setting out, checking and measuring work under the Subcontract.

21. Acceptance of Previous Work

- (a) The Subcontractor shall not proceed to carry out any part of the Subcontract Works over other work if in the opinion of the Subcontractor the previous work is unsatisfactory or unsuitable unless the Contractor issues a written instruction overriding such objection and the Contractor accepts responsibility for such work proceeding.
- (b) Subject to clause 21(a) commencement of any work by the Subcontractor shall be conclusive evidence that the Subcontractor accepts the previous work and requires no extra payments or special recompense and such commencement shall render the Subcontractor liable for all costs, loss, expense or damage incurred by the Contractor in making good any resultant defects.

22. Materials

- (a) All materials, plant and equipment including scaffolding and site accommodation necessary for the performance of the Subcontract Works are to be supplied by the Subcontractor.
- (b) In the event of the Subcontractor or its employees, for the purposes of the performance of the Subcontract Works, being permitted to use any cranes, scaffolding, hoist or other equipment belonging to or provided by the Contractor such use shall be on the express condition that no

warranty or other liability on the part of the Contractor or of its other Subcontractors shall be created or implied in regard to the fitness, availability, adequacy, condition or suitability of the said cranes, scaffolding, hoist or other equipment.

- (c) The Subcontractor is responsible for the protection and security of all materials, tools, equipment and goods and executed work including temporary coverings and the replacement of any protection or temporary coverings provided by others and removed by the Subcontractor to gain access or otherwise.
- (d) The Subcontractor will be responsible for the protection and care of any Contractor supplied materials for use by the Subcontractor (including materials first supplied to the Contractor by the Principal).
- (e) If any materials are supplied by the Contractor to the Subcontractor for the purposes of undertaking the Subcontract Works, the following must be provided by the Subcontractor in relation to any of those goods that are stored by the Subcontractor at any location other than the site, evidence that the goods:
 - (i) are insured;
 - (ii) have been properly stored and protected; and
 - (iii) have been clearly labelled the property of the Contractor.
- (f) The Subcontractor must take all precautions to minimise wastage of any Contractor or client supplied materials. Any excess wastage or breakages, damages or the like will be recovered by the Contractor as a debt due on the Subcontractors behalf

23. Examination and Testing

- (a) In this clause 'test' includes examine and measure. At any time prior to the making of a final payment by the Contractor to the Subcontractor, the Contractor may direct that any materials or work under this Subcontract be tested. The Subcontractor shall provide such assistance and samples and make accessible each part of the Subcontract Works as may be required. On completion of the tests the Subcontractor shall make good the Subcontract Works so that the Subcontract Works fully comply with this Subcontract.
- (b) The Contractor may direct that any part of the Subcontract Works shall not be covered up or made inaccessible without the Contractor's prior approval.
- (c) Tests shall be conducted as provided in the Subcontract or by the Contractor or a person (which may include the Subcontractor) nominated by the Contractor.
- (d) Before conducting a test under this Subcontract the Contractor or the Subcontractor shall give reasonable notice to the other of the time, date and place of the test.
- (e) Without prejudice to any other rights or remedies under this Subcontract, if the Subcontractor delays in conducting a test the Contractor, after giving reasonable notice of intention to do so, may conduct the test.
- (f) Results of tests shall be promptly made available by each party to the other.
- (g) Costs of and incidental to testing shall be borne by the Contractor or paid by the Contractor to the Subcontractor unless:
 - (i) this Subcontract provides that the Subcontractor shall bear the costs of the test or is one which the Subcontractor was required to conduct;
 - (ii) the test shows that the material or work is not in accordance with this Subcontract;
 - (iii) the test in respect of work covered up or made inaccessible without the Contractor's prior approval; or
 - (iv) the test is consequent upon a failure of the Subcontractor to comply with a requirement of this Subcontract.
- (h) Where the costs of and incidental to testing are not to be borne by the Contractor, they shall be borne by the Subcontractor or paid by the Subcontractor to the Contractor on demand.

24. Variations

- (a) The Contractor may direct the Subcontractor to carry out a variation to the Subcontract Works by directing the Subcontractor to increase, decrease, or omit any part from the Subcontract Works; change the character or quality; alter the line, level, position or dimensions; carry out

additional works; change the nature of the works; or demolish work no longer required by the Contractor.

- (b) The items referred to above as a variation do not constitute a variation if it is determined in the sole and absolute discretion of the Contractor that the items form part of the Subcontract Works or are required to ensure that the Subcontractor complies with its obligations under the Subcontract.
- (c) The Subcontractor shall vary the work under the Subcontract as required by the Contractor and no variation shall vitiate this contract. All variations to the Head Contract Works approved by the Superintendent under the Head Contract, including a deletion of the whole of the Head Contract Works shall be deemed permissible under the Subcontract, treated as a variation to the Subcontract and valued accordingly.
- (d) The Subcontractor must only vary the Subcontract Works after a written Direction from the Contractor expressly stating that it is a variation given under this clause.
- (e) Where reasonably possible, the price of a variation is to be agreed or determined prior to the Subcontractor carrying out the variation. However, on Direction from the Contractor, any variation to the Subcontract Works shall be promptly carried out by the Subcontractor notwithstanding that the price of the variation has not been agreed or determined.
- (f) The Subcontractor shall provide to the Contractor, with the variation price, suitable substantiation of base costs of variations which includes timesheets and original invoices for labour, plant and materials to enable assessment of variations submitted.
- (g) The price of a variation is:
 - (i) if the work involved in any variation is included in that class of works to which a price or rate appears in any schedule of quantities or bill of quantities or schedule of prices, that price or rate where deemed appropriate by the Contractor; or
 - (ii) where clause 24(g)(i) does not apply, that reasonable price agreed upon between the Subcontractor and the Contractor, or failing agreement, a fair and reasonable valuation is to be made by the Contractor.
- (h) Where any variation has been valued for the purpose of the Head Contract, the Contractor may at its discretion apply with respect to the price of the variation the value payable to the Contractor under the Head Contract less any amount the Contractor is entitled to receive under the Head Contract.
- (i) The Subcontract Sum may only be adjusted by a variation amount approved by the Contractor and the adjustment is to be included by the Subcontractor in its next progress claim after carrying out the work the subject of the variation.
- (j) The Subcontractor cannot Claim for a variation if the cost of the work is less than the amount identified in Item 19 of The Schedule. In addition, the Subcontractor cannot aggregate any variation claims, so that each variation must be claimed separately.
- (k) The Subcontractor shall notify the Contractor of all variation claims in accordance with clause 25 as a prerequisite to any entitlement to be paid under the Subcontract or at law for performing the variation to the Subcontract Works.
- (l) Without limiting clause 25, if the Subcontractor considers that any Direction from the Contractor constitutes or may constitute a variation but the Direction is not expressly identified as such in accordance with this clause, the Subcontractor must give the Contractor notice within 2 Business Days of receiving the Direction and provide any information reasonably requested by the Contractor within the time specified by the Contractor.
- (m) The provision of a notice in accordance with the preceding subclause is a condition precedent to an adjustment to the Subcontract Sum in respect of the Direction. The Subcontractor agrees that it will not be entitled to any additional cost or expense, any adjustment to the Subcontract Sum or to Claim an EOT or to make a Claim otherwise at law in connection with the Direction if it fails to give the notice required by subclause 24(l).
- (n) Notwithstanding the above, the Subcontractor shall comply with all Directions from the Contractor immediately, which may be prior to agreeing whether an instruction has been issued under clause 24 or the value thereof.

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- (o) If the Contractor directs that any work be carried out as daywork, the Subcontractor must record each day, in a manner to be approved by the Contractor, the particulars of all resources used and costs incurred by the Subcontractor in the execution of the daywork. With each payment claim under clause 31 and when the Contractor directs, the Subcontractor must provide, on an open book basis, to the Contractor these records and all time sheets, wages sheets, invoices, receipts and other vouchers and information necessary to support its Claim for daywork.
- (p) The Contractor shall determine at its discretion the amount of any adjustment to the Subcontract Sum to be paid to the Subcontractor for daywork.

25. Notification of Claims

- (a) Without limiting any other provision of the Subcontract, the Contractor shall not be liable upon any Claim, action, demand or proceeding by the Subcontractor, whether under the Subcontract or at law or in respect of or arising out of:
 - (i) a breach of contract;
 - (ii) a Direction from the Contractor (including a Direction to perform a variation);
 - (iii) an adjustment to the Subcontract Sum;
 - (iv) or otherwise;
 unless within 7 Days (or a lesser time if the Contractor is subject to a shorter timeframe under the Head Contract) after the first date upon which the Subcontractor could have been aware of the breach, Direction or entitlement to bring the Claim, action, demand or proceeding the Subcontractor has given to the Contractor the prescribed notice.
- (b) For the purposes of this clause, a prescribed notice is a notice in writing which includes full particulars of:
 - (i) the breach, Direction or circumstances on which the Claim, action, demand or proceeding is based;
 - (ii) the clause of the Subcontract or other basis for the Claim, action, demand or proceeding; and
 - (iii) the quantum of the Claim, action, demand or proceeding and the method of calculation.
- (c) If the Subcontractor does not give the Contractor the prescribed notice strictly in accordance with clause 25 in connection with a Claim, the Claim shall be barred and the Subcontractor shall have no entitlement in connection with or arising out of the Claim and forever releases the Contractor from the Claim.

26. Liability for Defects

- (a) Any defects which may appear at any time up to the expiration of the Defects Liability Period shall, upon the Direction by the Contractor be rectified by the Subcontractor at its cost within the period specified in the Direction.
- (b) Where the Subcontractor fails to comply with a Direction under this clause, the Contractor may have the defects rectified by others and subject to this Subcontract, apply the retention fund or any security held for the purpose of rectifying such defects.
- (c) Should the retention monies or security be insufficient, the Contractor may recover from the Subcontractor as a debt due from the Subcontractor to the Contractor the cost of rectifying the defects in the Subcontract Works the subject of the Direction.
- (d) Where, during the Defects Liability Period, the Contractor directs the Subcontractor to rectify a Defect or defects there will be a separate Defects Liability Period for the work the subject of the Defect or defects which shall commence on completion of rectification and extend for a further period equal to the first Defects Liability Period. The Contractor may hold the balance of the retention fund until expiration of the last Defects Liability Period.

27. Cleaning

- (a) The Subcontractor shall at its own cost and to the satisfaction of the Contractor;
 - (i) during performance and until Subcontractor Completion of the Subcontract Works or as reasonably directed by the Contractor, clean-up and properly remove from the site all rubbish and surplus material arising from the execution of the Subcontract, remove all temporary buildings, temporary works, constructional plant and equipment it may

- have constructed or brought onto the site for the purpose of carrying out the Subcontract Works and leave the site in a condition suitable for handing over to the Contractor and/or as required by following trades;
- (ii) at Subcontractor Completion of the Subcontract Works remove all temporary buildings, temporary works, constructional plant and equipment it may have constructed or brought onto the site for the purpose of carrying out the Subcontract Works, thoroughly clean-up and clear away from the site all rubbish and surplus material arising from the execution of the Subcontract Works and leave the site in a condition suitable for handing over to the Contractor and/or as required by following trades.
- (b) If the Subcontractor fails to comply with any obligation imposed on it by this clause the Contractor may, without further notice to the Subcontractor, have the work of cleaning and tidying up performed by other persons and the cost incurred by the Contractor in so doing shall be a debt due to the Contractor from the Subcontractor.

28. Contractor's Work Schedule and Subcontractor's Programme

- (a) The Subcontractor must commence and progress the Subcontract Works in a manner and at a rate of progress satisfactory to the Contractor and otherwise in accordance with the Contractor's work schedule under the Head Contract ("Contractor's work schedule") as may be amended from time to time.
- (b) The Subcontractor will, at its own cost, where necessary take all necessary steps to expedite the performance of the Subcontract Works and avoid delays in the progress of the Subcontract Works, the project and the Contractor's work schedule. The Subcontractor must carry out and complete the Subcontract Works within a sufficient time to allow the Contractor to achieve Practical Completion of the Project in accordance with the Head Contract.
- (c) The Subcontractor is to work up to 6 Days a week (Monday to Saturday) and may carry out its Subcontract Works on Sundays in order to comply with the Contractor's work schedule where it has received prior written approval from the Contractor. An approval given in accordance with this clause does not allow the Subcontractor any Claim for reimbursement of any cost, expense or loss unless it was notified under clause 25 and is a variation directed by the Contractor under clause 24.
- (d) The Subcontractor shall within 7 Days after commencement of the Subcontract Works or date of execution of the FIA, whichever is earlier, and from time to time thereafter as directed by the Contractor, supply a programme showing the dates by which or the times within which the various stages or parts of the Subcontract Works are to be executed.
- (e) Any programme provided by the Subcontractor must comply with the Contractor's work schedule which may be amended by the Contractor from time to time so that the Subcontractor is obliged to provide further programmes as required and directed to by the Contractor.
- (f) The Subcontractor must adhere to that programme unless a deviation is approved or directed by the Contractor, but is always responsible to comply with all its obligations to the timely completion of the Subcontract Works.
- (g) If any programme is not provided within the time required, the Contractor may direct in what order, by what dates or by which times the various stages or parts of the Subcontract Works shall be executed (the "timing direction").
- (h) Any Direction given by the Contractor for the Subcontractor to
- (i) deviate from the Contractor's work schedule;
- (ii) adhere to the timing direction,
- does not allow the Subcontractor any Claim for reimbursement of any cost, expense or loss unless it was notified under clause 25 and is a variation directed by the Contractor under clause 24.
- (i) The Subcontractor acknowledges and agrees that it:
- (i) has notice of the period of completion of the Project and will complete the Subcontract Works within that period;
- (ii) will carry out the Subcontract Works only during the hours agreed under the Subcontract unless the Contractor has previously approved or directed in writing otherwise;

- (iii) has reviewed the Contractor's work schedule and has satisfied itself that it can complete the Subcontract Works within the time required by it;
- (iv) will supply, at its own cost all necessary resources, including labour, plant and equipment in order to carry out the Subcontract Works in accordance with this clause; and
- (v) float in the subcontractor program is not for the sole benefit of the Subcontractor.

28A. Completion

- (a) The Subcontractor must give the Contractor written notice 28 days, and then again, 14 days, before it anticipates achieving Subcontractor Completion of the Subcontract Works.
- (b) No later than 14 days after receiving the Subcontractor's second written notice under clause 28A(a), the Contractor will inspect the Subcontract Works and,
 - (i) if:
 - A. satisfied that Subcontractor Completion of the Subcontract Works has been achieved, issue a Certificate of Subcontractor Completion to the Subcontractor:
 - 1. stating the date upon which the Contractor determines Subcontractor Completion was achieved; and
 - 2. containing a list of any Defects (including minor defects of the type described in paragraph (a) of the definition of Subcontractor Completion in clause 58); or
 - B. not satisfied that Subcontractor Completion has been achieved, issue a notice so advising the Subcontractor.
- (c) If the Contractor issues a notice under clause 28A(b)(i)(B), the Subcontractor must:
 - (i) proceed to bring the Subcontract Works to Subcontractor Completion as reasonably required by the Contractor; and
 - (ii) when it considers it has achieved Subcontractor Completion, give the Contractor written notice to that effect (after which clause 28A(b) will reapply).
- (d) If at any time a notice required to be given by the Subcontractor to the Contractor under clause 28A(a) or 28A(b) is not given by the Subcontractor yet the Contractor is of the opinion that Subcontractor Completion of the Subcontract Works has been achieved, the Contractor may issue a Certificate of Subcontractor Completion under clause 28A(b)(i)(A) for the Subcontract Works.
- (e) Upon the issue of a Certificate of Subcontractor Completion, the Subcontractor must hand over the Subcontract Works to the Contractor and correct all Defects (including minor defects) listed in the Certificate of Subcontractor Completion as soon as possible and in a manner that causes as little disruption as possible.
- (f) The Certificate of Subcontractor Completion will not:
 - (i) constitute approval by the Contractor of the Subcontractor's performance of its obligations under this Subcontract;
 - (ii) be taken as an admission or evidence that the Subcontract Works comply with the Subcontract; or
 - (iii) prejudice any rights or powers of the Contractor.
- (g) The Contractor and the Subcontractor agree that:
 - (i) the date on which the Certificate of Subcontractor Completion is issued shall not inform, nor affect, the Date of Subcontractor Completion; and
 - (ii) the Subcontractor is not entitled to an Extension of Time under clause 29 or any other Claim arising out of or related to the fact that the date on which the Certificate of Subcontractor Completion is issued may differ from the Date of Subcontractor Completion that is certified in the Certificate of Subcontractor Completion.

28B. Liquidated Damages

- (a) If the Subcontractor fails to bring the Subcontract Works to Subcontractor Completion by the Date for Subcontractor Completion of the Subcontract Works, the Subcontractor must pay the Contractor liquidated damages at the amount specified in Item 9(a) of The Schedule until the Date of Subcontractor Completion of the Subcontract Works as determined by the Contractor.
- (b) The Subcontractor acknowledges that the amount stated in Item 9(a) of The Schedule represents the Contractor's genuine pre-estimate of the damages likely to be suffered by it if the Subcontract Works do not reach Subcontractor Completion by the Date for Subcontractor Completion of the Subcontract Works, save for any amounts that may become payable by the Contractor to the Principal under the Head Contract.
- (c) If the project does not reach Practical Completion by the Date for Subcontractor Completion (as adjusted in accordance with this Subcontract or the Contractor's work schedule) and one of the causes of such delay is any act or omission of the Subcontractor including delay by the Subcontractor in completing the Subcontract Works, the Subcontractor shall indemnify the Contractor against any Claim, loss, cost or damage incurred as a result of the delay including damages, losses, or costs payable by the Contractor to the Principal under the Head Contract in the amount stated in Item 9(b) of The Schedule or at law.

29. Delay and Extension of Time

- (a) In this clause, "qualifying delay" means a delay in the progress of the Subcontract Works that:
 - (i) results from an act, default or omission of the Contractor;
 - (ii) would entitle the Contractor to an extension of time for completion of the project under the Head Contract; and
 - (iii) is not due to, or does not arise out of, any act or omission on the part of the Subcontractor.
- (b) If the Subcontractor becomes aware of anything which will probably cause delay to Subcontract Works, the Subcontractor shall promptly and within no later than 2 Business Days after the Subcontractor became aware or ought to have become aware of the probable cause of delay, give the Contractor written notice of that cause and the estimated delay setting out:
 - (i) details of the delay or potential delay including its cause and duration;
 - (ii) how the delay or potential delay will affect the progress of any work;
 - (iii) the measures which are available to overcome the delay or potential delay; and
 - (iv) the measures which are in fact being taken to overcome the delay or potential delay.Where the effect or the cause of the delay is continuing in nature, or its duration cannot be ascertained at the time of the submission of the notice referred to in the first paragraph of this clause, the Subcontractor must provide particulars of its estimate and a written report to the Contractor in relation to the delay on a weekly basis.
- (c) The Subcontractor shall only be entitled to such extension of time for carrying out the Subcontract Works (including reaching Subcontractor Completion) as the Contractor assesses ('EOT'), if:
 - (i) the probable cause of delay has actually occurred;
 - (ii) the Subcontractor has been delayed in reaching Subcontractor Completion by a qualifying delay;
 - (iii) the Subcontractor fully complied with clause 29(b) of this Subcontract;
 - (iv) the delay has caused a delay to an activity on the critical path shown in any current Subcontractor programme;
 - (v) the delay cannot be accommodated by reconfiguring the critical path or reallocating labour or resources;
 - (vi) the Subcontractor gives the Contractor, within 7 Days of when the Subcontractor should reasonably have become aware of that causation occurring, a written Claim for an EOT which includes a clear statement (including by reference to the activities in the programme required under clause 28):
 - A. a detailed statement of the facts on which the Claim is based including the information required by the notice in clause 29(b);
 - B. how the delay involves an activity which is, or by virtue of the delay becomes, critical to the maintenance of the progress in the execution of the Subcontract Works so as to delay the Date of Subcontractor Completion;

- C. a comparison of the planned and as-executed critical path at the time when the delay occurred;
 - D. a precise identification of the activities affected and critical to the Subcontractors progress;
 - E. the number of Days claimed as an EOT; and
 - F. any other information the Contractor reasonably requires.
- (d) If further delay results from a qualifying delay evidenced in a Claim under clause 29(c)(vi), the Subcontractor shall Claim an EOT for such delay by promptly giving the Contractor a further Claim which complies with the requirements of clause 29(c)(vi).
- (e) If the Subcontractor fails to give the notices required by clause 29(b), 29(c) and 29(d) within the period required by this clause:
 - (i) the Subcontractor is not entitled to, and shall not Claim, any EOT nor to any additional payment, damages or compensation under the Subcontract or otherwise at law, nor arising out of any damages nor compensation in connection with the claimed event, or events, of delay; and
 - (ii) any principle of law or equity (including those which might otherwise entitle the Subcontractor to relief and the 'prevention principle') which might otherwise render the date for Subcontractor Completion unenforceable or render liquidated damages penal shall not apply.
- (f) The Contractor will inform the Subcontractor within twenty-eight (28) Days of receiving a Claim for an EOT ("advice on EOT"):
 - (i) whether or not the Contractor has granted any extension of time; and
 - (ii) if no advice on EOT is given, then it is deemed rejected.
- (g) The Subcontractor's strict compliance with the provisions of this clause is a precondition to any right of the Subcontractor to an EOT.
- (h) The Subcontractor must provide evidence of any events that are alleged to have caused a delay, including the actions or inactions of the Contractor or other events beyond its control, and to demonstrate that the delay affected the construction critical path and that it delayed Subcontractor Completion of the Subcontract Works.
- (i) Without limiting clause 29(c), the Subcontractor must show cause as to how the delay occurred to an activity or activities on the construction critical path of the then current Construction Programme. The Subcontractor agrees this is a precondition of its entitlement to an extension of time, and the Subcontractor must submit a marked up copy of the current Construction Programme with the notice of Claim showing how the Subcontractor has been, or will be, delayed in completing the Subcontract Works.
- (j) The Subcontractor must submit a revised project programme each time the Subcontract Works are delayed by 7 Days or more in total or in aggregate or an extension of time is granted.
- (k) Notwithstanding that the Subcontractor is not entitled to or has not claimed an extension of time, the Contractor may at any time and from time to time by notice in writing to the Subcontractor extend the time for Subcontractor Completion for any reason in the Contractor's sole and absolute discretion and without being under any obligation to do so. Further, the preceding sentence operates for the sole benefit of the Contractor.
- (l) Any EOT granted by the Contractor does not entitle the Subcontractor to:
 - (i) an increase in the Subcontract Sum;
 - (ii) give rise to any liability for delay costs or delay damages arising out of or in connection with the delay;
 - (iii) set time at large in respect of the Subcontractor;
 - (iv) vitiate the Subcontract.
- (m) The Subcontractor acknowledges that it has made an allowance for any potential delay costs or delay damages in the Subcontract Sum. The Subcontractor is not entitled to, and shall not Claim, any additional payment, damages or compensation under the Subcontract or otherwise at law in respect of delay, nor arising out of any damages nor compensation in connection with any EOT.

30. Acceleration

- (a) Whether or not the Subcontractor is entitled to an EOT under clause 29, the Contractor may direct the Subcontractor to accelerate the execution of the Subcontract Works or to recover a delay in the execution of the Subcontract Works (the “acceleration direction”) provided that, the Contractor’s Direction must:
- (i) be in writing and signed by the Contractor;
 - (ii) contain details of the work to be accelerated and the time by which the accelerated work is to be completed;
 - (iii) expressly state that it is an acceleration direction given under this clause; and
 - (iv) be provided only if the delay in the Subcontract Works does not arise out of, or is not in connection to, any act, default or omission of the Subcontractor in the performance of its Subcontract Works.
- (b) The Subcontractor must take steps, measures and calculations that are necessary to comply with the acceleration direction, including the rescheduling, redeployment and employment of workers, plant, equipment and other resources.
- (c) If an acceleration direction under this clause is necessary due to or in connection with:
- (i) delay by the Subcontractor in the execution of the Subcontract Works; or
 - (ii) a failure by the Subcontractor to progress the Subcontract Works in accordance with the Contractor’s work schedule; or
 - (iii) a departure by the Subcontractor from the Subcontractor’s programme,
- the Subcontractor shall not be entitled to, and shall not Claim, an EOT, any additional payment, damages or compensation under the Subcontract or otherwise at law in respect of the acceleration direction.
- (d) Where the Subcontractor fails to comply with an acceleration direction under this clause that is necessary due to or in connection with the matters identified in subclause (c)(i) to (iii), the Contractor may engage separate subcontractors to perform the Subcontract Works concurrently with the Subcontractor and all costs incurred in doing so shall be a debt due from the Subcontractor to the Contractor. The Contractor may apply the retention fund or any security held by the Contractor for the purpose of meeting the costs of the separate subcontractors or separate contractors.
- (e) The Subcontractor will be entitled to be paid an amount as agreed in writing between the Contractor and the Subcontractor for its additional direct costs properly and reasonably incurred as a result of the acceleration direction. However, the Subcontractor is only entitled to be paid the costs of complying with this clause 30 where the event or circumstance causing the delay is otherwise beyond the reasonable control of the Subcontractor.
- (f) Notwithstanding subclause (e), the Subcontractor must claim in accordance with clause 25 or otherwise will be barred from making a claim.
- (g) The Contractor’s rights to claim liquidated damages or an indemnity under clause 28 are not affected by the acceleration direction.

31. Payment

- (a) On the date stated in Item 14 of The Schedule only (no earlier or later), and only once per month prior to Subcontractor Completion of the Subcontract Works (monthly “reference dates” and the right to Claim on a monthly basis cease at Subcontractor Completion or termination), the Subcontractor must give a progress claim to the Contractor by giving notice of the claim strictly in accordance with clause 40 and in the format set out in **Annexure 1** or in any other format which the Contractor reasonably requires:
- (i) stating the value of the Subcontract Works carried out by the Subcontractor to the date stated in Item 14 of The Schedule (the “reference date”); and
 - (ii) including a schedule of variations stating the variations directed by the Contractor under clause 24 to the date stated in Item 14 of The Schedule (providing the Subcontractor has complied with clause 25 in relation to each variation claimed) together with:
 - A. the description of the work directed to be carried out under each variation;
 - B. any prices that have been agreed or valued in accordance with clause 24; and
 - C. the prices that have not been agreed or valued (the “variations not agreed”);

- (iii) including signed statutory declarations, in the form required by the Contractor and attached to the Subcontract Documents, to evidence that the Subcontractor has complied with its obligations to the date of the progress claim in that the Subcontractor:
 - A. has paid all of the Subcontractor's subcontractors, suppliers and employees all amounts due at law in respect of the Subcontract Works;
 - B. has paid all superannuation, redundancy payments or other statutory fund contributions, to which should be attached any relevant receipts;
 - C. has claimed for all work carried out by the Subcontractor up to the date of the progress claim in accordance with the Subcontract;
 - D. has effected and continues to have any required insurance cover under the Subcontract, to which should be attached any relevant insurance Documents unless previously provided;
 - (iv) including any reasonable further information from the Subcontractor in respect of any progress claim. The Subcontractor must provide the information requested to the Contractor within the time and in the form requested by the Contractor before the Contractor is required to assess any progress claim.
- (b) The amount payable to the Subcontractor in respect of each progress claim is the Contractor's assessment of:
- (i) the value of the Subcontract Works (excluding variations) carried out by the Subcontractor and claimed to the reference date for this progress claim;
 - (ii) the value of any variations to the Subcontract Works carried out by the Subcontractor and claimed to the reference date for this progress claim which increase the Subcontract Sum and have been previously approved or valued in writing by the Contractor in accordance with clause 24;
- less
- (iii) the total amount already paid under the Subcontract to the Subcontractor by the Contractor, which may include:
 - A. any amount which has become payable to the Subcontractor by reason of the Act;
 - B. any amount which has been the subject of an adjudication under the Act;
 - C. any amount in respect of which security has been given under the Act; and/or
 - D. any amount which has been the subject of a debt certificate within the meaning of the Act.
 - (iv) the value of any variations which decrease the Subcontract Sum and have been previously approved or valued in writing by the Contractor under clause 24;
 - (v) any amount which the Contractor may withhold, retain or deduct in accordance with the Subcontract or otherwise, including retentions under clause 33;
 - (vi) any other amount asserted or claimed by the Contractor under clause 56;
 - (vii) where any part of the Subcontract Works is Defective, the estimated cost of remedying the Defective work.
- (c) In determining the amount payable to the Subcontractor in respect of each progress claim the assessment is to exclude any amount:
- (i) for work performed by the Subcontractor after the reference date for this progress claim;
 - (ii) which comprises a Claim for damages by the Subcontractor;
 - (iii) any amount claimed by the Subcontractor that had not been earlier notified under clause 25.
 - (iv) for variations not agreed.
- (d) No amount is payable to the Subcontractor and there will be no reference date for that month in respect of any progress claim unless:
- (i) the Subcontractor has returned an unamended executed FIA to the Contractor;
 - (ii) the Subcontractor has strictly complied with clause 31(a).

The next reference date will be the day specified in Item 14 of the Schedule of a subsequent month in which the Subcontractor does give the Contractor a progress claim strictly in accordance with clause 31(a).

- (e) The Contractor is to pay the amount payable to the Subcontractor in accordance with the clause within the time for payment set out in Item 15 of The Schedule. Payment other than payment of the Subcontractor's final progress claim shall not be evidence of the value of Subcontract

Initial	
Initial	

Works or an admission of liability or evidence that the Subcontract Works has been executed satisfactorily but shall be a payment on account only.

- (f) The Subcontractor is to submit its final progress claim within 21 Days after Practical Completion of the Project or within such other time as is requested by the Contractor in writing. The final progress claim is to be endorsed "Final Progress Claim" and is to include:
- (i) a final statement setting out the details of all monies claimed or owed under this Subcontract or in connection with the subject matter of this subcontract; and
 - (ii) a release by the Subcontractor, in the written form provided by the Contractor, and attached to the Subcontract Documents (the "Final Release") in respect of all claims on any account whatsoever that the Subcontractor may have against the Contractor under this Subcontract or in connection with the subject matter of the Subcontract, which are not contained in the final statement.
- (g) With the strict exception of a claim to return its retention fund and other securities within 21 Days of the expiry of the last Defects Liability Period, following the expiration of the time for submitting the Subcontractor's final progress claim, any Claim that the Subcontractor could have made against the Contractor and has not made shall be barred. For the avoidance of any doubt, the Subcontractor is expressly not entitled to make a progress claim after Subcontractor Completion of its Subcontract Works and prior to submission of its "Final Progress Claim" and further after its submission of its Final Progress Claim and before its claim for the return of the retention fund and other securities within 21 Days of the expiration of the last Defects Liability Period.
- (h) As a condition precedent to receiving payment in respect of the final progress claim, the Subcontractor must:
- (i) execute the Final Release;
 - (ii) provide all warranties, as-built manuals, drawings, training and spare materials as required by the Subcontract or referred to in the specification.
- (i) Payment by the Contractor, at any time, where the Subcontractor has not complied with clause 31(a) to (d) does not preclude, or operate as a waiver, of the Contractor's rights to rely on clause 31 in respect of any other future progress claim, nor does it preclude, or operate as a waiver of the exercise and enforcement of any other right, power or remedy provided by law or under this Subcontract.
- (j) The Contractor shall not be liable to pay for unfixed plant and materials unless the Contractor agrees to make a payment for unfixed plant and materials and the Subcontractor:
- (i) provides additional security equal to the value of the unfixed plant and materials;
 - (ii) satisfies the Contractor that the subject plant and materials have been paid for, properly stored and protected and labelled the property of the Contractor;
 - (iii) provides evidence that the plant and materials are insured; and
 - (iv) issues the Contractor with a schedule describing what materials have been paid for and the address where the materials are stored.
- (k) The Subcontractor remains responsible for the care of unfixed plant and materials.

32. Payment of Employees and Working Hours

- (a) The Subcontractor shall ensure that all persons engaged on the work under this Subcontract are paid all amounts, receive such benefits and allowances and are employed subject to such conditions to which they may be or become entitled by virtue of any statute, award, registered agreement, determination, judgement, order of any competent court, board, commission or other industrial tribunal in force from time to time.
- (b) If any wages and/or allowances become payable but remain unpaid by the Subcontractor the Contractor may withhold from the Subcontractor an amount sufficient to satisfy such unpaid wages and/or allowances until the Subcontractor shall provide adequate evidence of payment, failing which the Contractor may make direct payment and account to the Subcontractor for the same as a debt due and owing.
- (c) No part of the Subcontract Works shall be executed on site outside the Contractor's normal working hours other than by arrangement with the Contractor in which case the Subcontractor may be required at the Contractor's discretion to meet any additional cost of supervision incurred by the Contractor as a debt due and owing.

- (d) In the event of the Subcontractor not maintaining a rate of progress which will enable it to complete the Subcontract Works by the date for Subcontractor Completion described in Item 13 of the Schedule or within any extended time granted pursuant to clause 29, the Contractor may direct the Subcontractor to work overtime in order to meet the Subcontractor's obligations and in such circumstances the Contractor shall not be liable for any additional costs incurred by or on behalf of the Subcontractor.
- (e) If in the interests of the safety of the Subcontract Works or to protect life or property the Subcontractor deems it necessary to carry out work without prior approval of the Contractor outside normal working hours or working days in accordance with the provisions of the Subcontract, the Subcontractor shall notify the Contractor in writing of the said circumstances as soon as practicable.
- (f) For the purpose of this Subcontract a working week shall be Monday to Saturday inclusive subject to the local authority requirements applicable at the site.
- (g) The Contractor may include in any deduction under this clause an Administration Charge for its administration costs.

33. Retention Fund or Security

- (a) Subject to this Subcontract, the Contractor may deduct and retain the percentage set out in Item 16 of The Schedule from any progress payment to the Subcontractor and the total amount retained from all progress payments shall constitute the retention fund.
- (b) Where stated in Item 16 of The Schedule, the Subcontractor must provide the Contractor with additional security, both in the form and provided by the financial institution approved of in writing by the Contractor. The amount of the additional security is that stated in Item 16 of The Schedule. The additional security is to be lodged with the Contractor prior to the Subcontractor commencing the Subcontract Works.
- (c) The retention fund, and any additional security provided by the Subcontractor under clause 33(b), shall secure the Subcontractor's performance of its obligations under this Subcontract, including its obligations to rectify any defects in the Subcontract Works.
- (d) Prior to Subcontractor Completion, the total of:
 - (i) the retention fund; and
 - (ii) any additional security provided by the Subcontractor under clause 33(b);
 shall not exceed 5% of the Subcontract Sum unless section 67L(2) of the QBCC Act applies.
- (e) On Subcontractor Completion of the Subcontract Works or the issuing of a Certificate of Classification, whichever is later, the Contractor must, on the Subcontractor's written request, release to the Subcontractor that part of the retention fund, together with any additional security provided under this clause, in excess of 2.5% of the Subcontract Sum unless section 67N(2) of the QBCC Act applies, subject to:
 - (i) the Contractor may retain and withhold security or any part thereof in the event that it has or asserts to have an accrued right to call on any retention monies or additional security provided under this clause; and
 - (ii) the Subcontractor must execute and delivered the Final Release before requesting security be returned under this clause.
- (f) The Contractor may hold the balance of the retention fund, and any additional security provided under this clause, until expiration of the last Defects Liability Period; or 30 Days after the issue of the Final Certificate under the Head Contract; or 90 Days after the Subcontractor has submitted its claim for the return of the retention fund and other securities or until 21 days after the resolution of any dispute between the Contractor and the Subcontractor under or in connection with the Subcontract, whichever is later.
- (g) The Contractor is entitled to any interest that may be earned on the retention fund.

34. Use of Retention Fund or Security

- (a) The Contractor may, without prior notice, recover from the retention fund, use any security provided by the Subcontractor under clause 33 or otherwise set-off from an amount due to the Subcontractor any amount to make payment in respect of:

- (i) any debt or other amount due, claimed or certified by the Contractor to be due from the Subcontractor to the Contractor;
 - (ii) any Claim to payment (liquidated or otherwise) which the Contractor may have against the Subcontractor whether for damages or otherwise; or
 - (iii) any entitlement or asserted entitlement to be paid money by the Subcontractor (including by way of set off) in connection with this Subcontract or otherwise at law;
 - (iv) the Contractor asserting that the Subcontractor is in breach of any of its obligations in connection with this Subcontract (whether or not the financial consequences to the Contractor of any such breach have been ascertained) in all such cases as if the security were a sum of money due or to become due to the Contractor by the Subcontractor,
- under this Subcontract or at law relating to the Subcontract Works or otherwise under any other contract or agreement between the Contractor and Subcontractor.
- (b) The Contractor may include in any deduction under this clause an Administration Charge for its administration of the deduction.
 - (c) This Clause 34 will survive termination of the Subcontract.

35. Not used

36. Indemnities

- (a) The Subcontractor must rectify any damage to property, including property on or in the vicinity of the Subcontract Works (the "damage") caused or contributed to by the Subcontractor or its sub-Subcontractors, employees and agents.
- (b) The Subcontractor shall continually indemnify the Contractor against any Claim, action, demand, damage, loss (including consequential loss), liability, cost, fine, charge, penalty or expense (including legal costs on a full indemnity basis) which the Contractor pays, suffers, incurs or is liable for arising directly or indirectly out of or in connection with:
 - (i) breach of this Subcontract;
 - (ii) any act, default or omission of the Subcontractor, a consultant, a Subcontractor or the employees or agents of any of them;
 - (iii) loss or damage to property, including existing property on or around the Subcontract Works and the Project; and
 - (iv) claims by any person in respect of personal injury or death or loss of, or damage to, any property;
 whatsoever, arising out of, or as a consequence of, the carrying out of the Subcontract Works by the Subcontractor.
- (c) In the event that the Subcontractor fails to rectify the damage the Contractor may have the damage rectified and Claim the costs as a debt due and payable by the Subcontractor.

37. Subcontractor's Insurance Obligations

- (a) The Subcontractor must effect and maintain the following insurance cover for the duration of its Subcontract Works:
 - (i) public and products liability insurance in respect of third party personal injury or property damage to an amount not less than that stated in The Schedule per occurrence;
 - (ii) in respect of motor vehicles, plant and equipment, any required statutory insurance including compulsory third party insurance where required;
 - (iii) in respect of its employees, Work Cover or any similar insurance required by law;
 - (iv) in respect of claims for breach of professional duty, professional indemnity insurance for an amount not less than that stated in Item 18 of The Schedule per occurrence.
- (b) The Subcontractor must ensure that all secondary subcontractors have insured against liability for death of, or injury to, themselves or their workers including liability under statute and at law.
- (c) The Subcontractor must ensure that all plant and equipment for use in respect of the Subcontract Works is registered in accordance with all applicable legislation.

37A. Contractor's Insurance Obligations

- (a) The Contractor will effect and maintain the Contractor's Insurance specified in Item 18A of The Schedule and if reasonably requested by the Subcontractor, shall provide the Subcontractor with evidence that the policy is current.
- (b) The Contractor's Insurance is subject to the exclusions, conditions and excesses noted on the Contractor's Insurance policies and the Subcontractor must:
 - (i) satisfy itself of the nature and extent of the Contractor's insurance;
 - (ii) take out insurance to insure any risks not insured by the Contractor's insurance (in addition to the insurance cover required by clause 37); and
 - (iii) where it bears the risk of or in any way causes or contributes to:
 - A. loss of or damage to the Subcontract Works or any works under the Head Contract;
 - B. loss of or damage to unfixed goods and materials (whether on or off site), including anything provided by the Contractor to the Subcontractor or brought onto site by a sub-subcontractor, used or to be used in the carrying out of the Subcontract Works, until a Certificate of Subcontractor Completion is issued for the Subcontract Works; and
 - C. loss arising from death, personal injury and third party property damage, be responsible for paying on behalf of the Contractor and shall bear the cost of any Deductible in the Contractor's Insurance.
- (c) If the Subcontractor fails to pay the Deductible, the Contractor may:
 - (i) pay the cost of the Deductible on behalf of the Subcontractor and such amount will immediately become a debt due and payable from the Subcontractor to the Contractor; and
 - (ii) deduct from moneys otherwise due to the Subcontractor or from security held under the subcontract in accordance with clause 21, the amount of the Deductible.

38. Evidence of Insurances

- (a) The Subcontractor must provide satisfactory evidence to the Contractor that:
 - (i) any required insurance cover has been effected (including copies of the certificate of currency, and, if required, the policy of insurance) within 7 Days after commencement on site or after the Subcontractor signs the FIA, whichever is the earlier; and
 - (ii) as required in clause 31 and if and when called upon produce evidence satisfactory to the Contractor that all such insurances are current; and
 - (iii) it is the Subcontractor's responsibility to provide updated insurance particulars to the Contractor within fourteen (14) Days of the date/s of expiry as outlined in Item 18 of The Schedule.

The Contractor may withhold payment of any amount due to the Subcontractor until the Subcontractor complies with this clause.

- (b) It will be a breach of this Subcontract for the Subcontractor to fail to keep all required policies of insurance current and if the Subcontractor fails to do so the Contractor may arrange for the relevant policy to be effected and the cost is a debt due from the Subcontractor to the Contractor.

39. Insurance Notices

Any policy of insurance, other than Work Cover, effected in accordance with this Subcontract, shall:

- (a) be effected prior to commencement and maintained until expiry of the last Defects Liability Period;
- (b) include the Contractor and anyone named by the Contractor as a joint insured and include a waiver by the insurer of its subrogated rights against any of the joint insured;
- (c) contain a covenant by the insurer that it will not cancel or lapse such policy before giving the Contractor thirty (30) Days notice of its intention to do so;
- (d) provide that any notice of Claim provided by one party will be deemed to be notice on behalf of all insured parties.

40. Notices

- (a) A prescribed notice shall be deemed to have been given and received, delivered ("served") on the earliest date of actual receipt, confirmation of correct transmission of facsimile or three (3) Business Days after posting.

A prescribed notice must be served on the address of the Contractor as described in Item 7 of The Schedule to be validly effected.

For the purposes of this clause, "served" means delivery of a written prescribed notice by hand, courier, post or facsimile however not via electronic mail communication.

- (b) Notwithstanding any other provision of the Subcontract, the Subcontractor must deliver any document in respect of the Act (including a payment claim under the Act) by facsimile to the facsimile numbers shown in Item 10 of The Schedule and hand deliver a copy to the Contractor at the site.

41. Industrial Relations

- (a) The Subcontractor agrees:
 - (i) to manage all aspects of industrial relations with respect to its employees;
 - (ii) to ensure that the rates of pay and terms of employment in all relevant industrial instruments and any relevant laws, for all employees engaged by the Subcontractor, are always observed in full;
 - (iii) to ensure that any directions given by the Contractor in relation to the security of the Subcontract Works, the entry and exit of vehicles to and from the site, the delivery of materials to the site, the storage of materials at the site, the parking of vehicles at the site and all other such matters affecting the project as a whole are strictly observed.
- (b) The Contractor reserves the right to confirm compliance by sighting any of the Subcontractor's relevant Documents.
- (c) If the Contractor incurs a delay, loss or damage under the Head Contract or in carrying out the project as a result of any industrial dispute involving the Subcontractor's employees, agents or subcontractors, the Subcontractor is wholly liable for the delay and any additional cost incurred by the Subcontractor including additional wages for its workers and any loss or damage incurred by the Contractor is a debt due and owing from the Subcontractor to the Contractor.
- (d) The Subcontractor is not entitled to any payment, damages or compensation as a result of any industrial dispute and the Contractor is not liable in respect of any additional cost or delay arising out of any industrial dispute whether caused by the Subcontractor or not, on the site or any other site occupied by the Contractor or Subcontractor.
- (e) The Subcontractor acknowledges that in agreeing to the Subcontract Sum, the Subcontractor has allowed for payment to its employees in accordance with all terms stated in any applicable industrial instrument or laws. Without limitation the generality of the preceding sentence, the Subcontractor acknowledges and agrees that the Subcontract Sum includes an allowance to fully compensate the Subcontractor for all risks, costs, expenses, damages, loss or similar liabilities associated with all employment and industrial disputes, issues and matters (including any relating to safety) both on and off including:

- (i) changes to work practices including, but not limited to, any reduction in working hours per week on the site, for any reason;
 - (ii) changes, amendments or variations to State or Federal industrial awards;
 - (iii) increases in labour costs, employment related insurance premiums, superannuation, bonuses, site allowances, project specific site agreements, disability allowances, travel allowances and other like allowances;
 - (iv) increases in wages, allowances, penalties, entitlements, payments, bonuses and other like items contained in contracts of employment (both express and implied) in industrial awards (both State and Federal), State and Federal certified agreements (both registered and unregistered) or any other registered or unregistered industrial agreement binding on the Contractor or applicable to the site.
 - (v) changes to any allowances, entitlements, penalties and bonuses which may be payable or become payable in respect of the Subcontract Works.
- (f) The Subcontractor continually indemnifies the Contractor against any Claim, action, damage, loss, liability, cost, charge, expense, outgoing, or payment (including legal costs on a full indemnity basis) which the Contractor pays, suffers, incurs or is liable for either directly or indirectly arising out of or in connection with all employment and industrial relations matters, including but not limited to a breach of this clause.
- (g) The indemnity provided by the Subcontractor in this clause extends to all loss and damage that the Contractor pays, suffers, is liable for or incurs.

42. Payment of Wages

- (a) The Subcontractor must promptly pay all wages, benefits and allowances owing to its employees working on the Site, or in connection with the Subcontract Works, and is to do so strictly in accordance with all relevant industrial instruments and other statutory requirements.
- (b) If the Subcontractor fails to comply with clause 42(a), the Contractor may pay any amount to the Subcontractor's employees, or to any statutory authority acting on behalf of the Subcontractor's employees, and the cost (including an Administration Charge) will be a debt due and payable from the Subcontractor to the Contractor.

43. GST

- (a) It is agreed that the Subcontract Sum in The Schedule is exclusive of GST.
- (b) The Subcontractor must ensure that at all times during the currency of the Subcontract it is registered for GST.
- (c) Notwithstanding any other clause in the Subcontract, if, by the operation of the GST legislation, any supply made under or in connection with the Subcontract constitutes a taxable supply, then the following shall apply:
 - (i) the Recipient of the taxable supply (the Recipient) must determine and pay to the supplier of the taxable supply (the Supplier) the amount of GST required to be accounted for by the ATO in respect of the supply in addition to any amount or consideration expressed as payable elsewhere in this Subcontract.
 - (ii) unless otherwise agreed:
 - A. the Recipient can issue recipient created tax invoices (RCTI) in respect of the supplies;
 - B. where the Recipient is the Contractor, the Contractor may issue a RCTI with any payment schedule under clause 31;
 - C. the Supplier will not issue tax invoices in respect of the supplies;
 - D. the Supplier warrants that it is registered for GST when it enters into the subcontract and that it will notify the Recipient if it ceases to be registered; and
 - E. the Recipient warrants that it is registered for GST when it enters into the Subcontract and that it will notify the Supplier if it ceases to be registered; and
 - (iii) for the purpose of this Subcontract, "GST Legislation" means *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any amendments or subsequent legislation, in conjunction with all Regulations and Rulings pertaining thereto.
- (d) This clause will survive termination or expiry of this Subcontract.

44. Building Industry Fairness (Security of Payments) Act

- (a) In this clause the terms used have the same meaning as in the Act.
- (b) The Subcontractor must, if it becomes aware that any person with whom it has a contract in respect of the Subcontract Works is entitled to suspend work pursuant to the Act, promptly notify the Contractor and provide a copy of any document in relation to the Act which the Subcontractor receives from that person.
- (c) The "reference date" in respect of this Subcontract means:
- (i) for monthly progress claims prior to Subcontractor Completion of the Subcontract Works, the date of each calendar month referred to in The Schedule for the making of progress claims where the Subcontractor has:
 - A. submitted a progress claim in accordance with clause 31(a); and
 - B. provided to the Contractor with the progress claim the information and other items required by clause 31(a);
 - (ii) for the final progress claim, the date referred to in clause 31 where the Subcontractor has:
 - A. submitted a progress claim in accordance with clause 31(f); and
 - B. provided to the Contractor with the progress claim the information and other items required by clause 31(a) and 31(f);
 - (i) for its claim for remaining retention fund and other securities, the date referred to in clause 31 where the Subcontractor has:
 - A. submitted a claim in accordance with clause 31(g); and
 - B. provided to the Contractor with the claim the information and other items required by clause 31(a), 31(f) and 31(g).
- (d) For the avoidance of doubt, monthly "reference dates" cease at Subcontractor Completion and where the Subcontract is terminated, one further "reference date" only accrues on the date that is 5 Business Days following the date of termination.
- (e) Subject to the Subcontract, the amount (if any) set out in a payment schedule as the amount of payment which the Contractor proposes to make to the Subcontractor is, for the purposes of the Act, the amount of the progress payment calculated in accordance with the Subcontract which the Subcontractor is entitled to be paid under the Subcontract.
- (f) Failure to set out in a payment schedule an amount which the Contractor is entitled to retain, deduct, withhold or set-off does not prejudice the Contractor's right to subsequently exercise a right to retain, deduct withhold or set off any amount in a later payment schedule or otherwise. The Contractor may at any time, correct any error or omission in any previous payment schedule in a subsequent payment schedule.
- (g) If the Subcontractor suspends the whole or any part of the Subcontract Works pursuant to the Act:
- (i) the suspension shall not of itself affect the Date for Subcontractor Completion;
 - (ii) the Contractor shall not be liable for any costs, expenses, damages, losses or other liability including delay or disruption costs whatsoever suffered or incurred by the Subcontractor as a result of the suspension;
 - (iii) the Contractor may direct the Subcontractor to omit the whole or part of the suspended work from the Subcontract Works as a variation under clause 24 and thereafter the Contractor may engage others to carry out the suspended work;
 - (iv) the Contractor may end the Subcontract by written notice to the Subcontractor.
- (h) If the Contractor becomes aware that any person with whom the Subcontractor has a contract or other arrangement in respect of the Subcontract Works is entitled to suspend work pursuant to the Act, the Contractor may pay the person such money that is or may be owing to the person in respect of that work, and any amount paid by the Contractor shall be a debt due from the Subcontractor to the Contractor.
- (i) The Subcontractor shall indemnify the Contractor against all loss and damage, suffered or incurred by the Contractor arising out of a suspension pursuant to the Act by any person with whom the Subcontractor has a contract, in respect of the Subcontract Works, of work which forms part of the Subcontract Works.

45. Protection of Persons and Property

- (a) Where appropriate to the execution of the Subcontract Works the Subcontractor shall:
- (i) provide, erect and maintain all barricades, guards, fencing, temporary roadways and footpaths, signs and lightings;
 - (ii) provide and maintain all watching and traffic flagging;
- lawfully required by any public or municipal authority, or necessary for the protection of the Subcontract Works, or of other property, or for the safety and convenience of the public, and shall remove the same when no longer required.
- (b) The Subcontractor shall avoid obstruction or damage to roadways and footpaths, drains and water courses and public utility and other services on or adjacent to the site which are visible or the location of which can be ascertained by the Subcontractor from the appropriate authority or from the Subcontract Documents and shall have any obstruction removed immediately and at the Subcontractor's own cost have reinstated all damage caused by the Subcontractor, its servants or agents.
- (c) In the event of the Subcontractor's failure to reinstate damage caused by it, the Contractor shall have the right to carry out remedial works and to deduct the cost thereof from any moneys due or thereafter to become due to the Subcontractor by the Contractor under the Subcontract and to recover any deficiency then remaining as a debt due to the Contractor by the Subcontractor.
- (d) The Subcontractor shall avoid interference with or damage to property on or adjacent to the site and shall provide temporary protection for and shall repair and reinstate all damage caused by it, its servants or agents.
- (e) The Subcontractor shall prevent nuisance or inconvenience to the owners, tenants and occupiers of properties adjoining the site and to the public and shall comply in all respects with the requirements of any agreements that may be made from time to time with adjoining owners or for the protection of adjoining property, to which the Contractor may be subject and extracts from those agreements are available for inspection at the Contractor's office.

46. Urgent Protection

- (a) If urgent action is necessary to protect the Subcontract Works or other property or people and the Subcontractor fails to take such action, the Contractor may take the necessary action. If the action taken by the Contractor was action which the Subcontractor should have taken at the Subcontractor's cost, the cost incurred by the Contractor shall be a debt due from the Subcontractor.
- (b) If time permits, the Contractor shall give the Subcontractor prior written notice of the Contractor's intention to take action under this clause.

47. Provisional Sums

Where provisional sums are included in this Subcontract (whether so described as prime costs sums, prime cost items or otherwise) in respect of any materials, goods or work to be incorporated into the Subcontract Works by the Subcontractor:

- (a) Such sums shall be net and shall include the cost of packing and of carriage and delivery at the site of the project.
- (b) The Subcontractor shall in sufficient time to prevent delay being occasioned in the progress of the Subcontract Works request from the Contractor in writing all necessary directions regarding the selection and supply of the materials or goods comprising provisional sums and the Contractor shall respond to any such requests promptly.
- (c) The Subcontractor shall order, obtain and take delivery of any materials or goods and shall be responsible for the storage and safe keeping of same and for any loss or damage that may occur.
- (d) The Subcontractor has deemed to have allowed all attendance costs including overheads, margin and waste within the Subcontract Sum for the provisional sums included in the Subcontract. The provision sum itself does not include such attendance costs. In adjusting the provisional sum (unless otherwise allowed for in the Head Contract):

- (i) where the value of the actual works performed for the provisional sum is less than the allowance, the Subcontract Sum will be reduced by the difference in value between the allowance and the actual value of the works together with an allowance for overheads and margin calculated in accordance with the Head Contract.
- (ii) where the actual value of the works performed for the provisional sum is greater than the allowance, the Subcontract Sum will be increased by the difference in value between provisional sum and the value of the works.

48. Cranage and Hoisting

- (a) Cranage and hoisting ("vertical lifting") may be provided by the Contractor at its cost until such date as it is removed from the Site. The Contractor is not responsible for, and the Subcontractor bears the risk of, any delays in the Subcontract Works and additional costs incurred by the Subcontractor as a result of any failure, breakdown or disturbance in respect of any lifting used for the project provided by the Contractor or other subcontractors.
- (b) The Subcontractor shall be responsible for making sure that the items to be lifted are within the lifting capacity of the Contractor's crane and those to be lifted by hoist are within the size and weight restraint of the Contractor's hoist.
- (c) The Subcontractor is deemed to have included within the Subcontract Sum all costs associated with any dismantling/breakdown and subsequent reassembly of items supplied by the Subcontractor for incorporation into the Head Contract Works which are either too heavy or large for the capacity of the crane and/or hoist provided by the Contractor.
- (d) Any cranage or hoisting items that are not provided by the Contractor and necessary for use with the Contractor's cranes and hoists in the Subcontractor's vertical lifting are to be provided by the Subcontractor and must satisfy all statutory requirements before being employed in vertical lifting.
- (e) The Subcontractor shall give sufficient notice to the Contractor prior to requiring its materials or equipment for vertical lifting. All vertical lifting times and dates shall be arranged to fit in with the then current Contractor's works schedule. Any vertical lifting carried out outside the pre-arranged times (the "additional lifting"), may be carried out by the Contractor (at its entire discretion) to ensure that the Contractor's schedule is adhered to, and all costs and damages associated with the additional lifting shall be at the Subcontractor's cost.
- (f) The Subcontractor agrees that all items involved in vertical lifting are at the risk of the Subcontractor and the Subcontractor must provide all labour for loading and unloading and ensure that all plant and materials involved in vertical lifting are taken to its place of work and not be placed where they interfere with works of the Contractor or other subcontractors.
- (g) The Subcontractor shall at its own cost supply its own cranage or hoisting if that provided by the Contractor is not suitable or sufficient for the Subcontractor's purposes in carrying out the Subcontract Works.

49. Temporary Light and Power

- (a) Temporary single-phase power may be supplied by the Contractor and will be shared by all Subcontractors on site up to the limit stipulated by the local power authority. The Subcontractor at its own cost is to provide any power required by the Subcontractor in addition to that supplied by the Contractor.
- (b) The Contractor shall provide main access lighting. The Subcontractor at its own cost shall provide any lights required in the Subcontractor's immediate work area.
- (c) It is the Subcontractor's responsibility to ensure all of the electrical equipment to be used on site by the Subcontractor during the execution of the Subcontract Works fully complies with the current construction safety legislation and all other relevant authorities. The Contractor reserves the right to have tested any item of the Subcontractor's equipment suspected of non-compliance with this clause. All costs associated with disruption to the site's electrical supply, either fully or in part, caused directly or indirectly by the Subcontractor's failure to comply with the intent of this clause will be considered as being a debt due from the Subcontractor.

50. Samples

Where samples are required to be provided by the Subcontractor for the approval of the Contractor samples in accordance with the Subcontract Documents shall be provided and once approved shall be endorsed as the "approved samples". The Contractor shall retain two of the samples, and the third is to be returned to the Subcontractor.

51. Intellectual Property

- (a) The Subcontractor warrants that the designs, materials, Documents and methods of working provided by the Subcontractor do not infringe any patent, registered design, trademark or name, copyright or other Intellectual Property right.
- (b) The Subcontractor must indemnify the Contractor in respect of any Claim against, or loss or damage incurred by the Contractor arising out of a breach of the above clause.
- (c) To the extent permitted by law, ownership of copyright in all design documentation, including drawings, specifications, models, samples and calculations, prepared by the Subcontractor for the purposes of the Subcontract Works is assigned to the Contractor upon its creation.
- (d) The Contractor grants the Subcontractor a license to use design documentation prepared by the Subcontractor or the Contractor for the purposes of the construction, alteration or repair of the Subcontract Works only.

52. Contractor's Default

- (a) If the Contractor:
 - (i) remains in serious breach of its obligations to make payment under this Subcontract after twenty-eight (28) Days written notice of such default by the Subcontractor; or
 - (ii) enters into liquidation other than a voluntary winding up by members for the purpose of reconstruction or amalgamation,

the Subcontractor may, within fourteen (14) Days of the happening of any of the above:

 - (iii) give notice in writing to the Contractor requesting that the Contractor's default be rectified; and
 - (iv) state the Subcontractor's intention to determine the Subcontract if the Contractor's breach is not rectified within fourteen (14) Days.
- (b) If the Contractor fails to rectify the default within fourteen (14) Days (provided that the matter has not been submitted to dispute resolution under clause 55) the Subcontractor may, by notice in writing, at the expiration of fourteen (14) Days, determine this Subcontract.
- (c) Where applicable, the rights of the Subcontractor under this clause 52 are to be construed as being subject to and limited by Chapter 5 of the *Corporations Act 2001* (Cth).

52A. Suspension

- (a) The Contractor may, at any time, direct the Subcontractor by notice in writing to suspend all or any part of the work under the Subcontract, if the Contractor's representative is of the opinion that it is necessary:
 - (i) because of an act, omission or default of:
 - A. the Contractor, or the Contractors Representative or its employees, consultants, agents or other subcontractors (not employed by the Subcontractor);
 - B. the Subcontractor, the Subcontractor's subcontractors or consultants or employees or agents of any of them;
 - C. the Principal or the Principal's Representative under the Head Contract (if applicable);
 - (ii) because of the occurrence of a Force Majeure event;
 - (iii) for the protection or safety of any person or property; or
 - (iv) to comply with a court order.

- (b) If the Contractor suspends all or part of the work under the Subcontract as a result of any act, omission or default of the Contractor, or the Contractor's Representative or its employees, consultants, agents or other subcontractors (not employed by the Subcontractor), then:
 - (i) subject to compliance with the notice and information requirements of the Subcontract, the Contractor may be liable for any additional direct costs incurred by the Subcontractor as a result of the suspension, and;
 - (ii) subject to compliance with the notice and information requirements set out in clause 29, the Subcontractor may be entitled to an extension of time.
- (c) If the Contractor suspends all or part of the work under the Subcontract as a result of:
 - (i) any act or omission or default by the Principal or the Principal's Representative under the head Contract;
 - (ii) the need for the protection or safety of any person or property; or
 - (iii) the need to comply with a court order,
 then:
 - (iv) the Contractor has no liability to the Subcontractor for any loss, cost, expense or damage including overheads, loss of profit or standby costs; and
 - (v) subject to compliance with the notice and information requirements set out in Clause 29, the Subcontractor may be entitled to an Extension of Time.
- (d) If the Contractor suspends all or part of the work under the Subcontract as a result of any act, error, omission or default by the Subcontractor, the Subcontractor's subcontractors or consultants or employees or agents of any of them, then:
 - (i) the Contractor has no liability to the Subcontractor for any loss, cost, expense or damage including overhead, loss of profit or standby costs; and
 - (ii) the Subcontractor is not entitled to any extension of time.
- (e) The Subcontractor's entitlement to payment of additional direct costs and an Extension of Time will be the Contractor's sole liability for any suspension caused by an act, omission or default of the Contractor or the Contractor's representative.
- (f) As soon as the Contractor becomes aware that the reason for any suspension no longer exists, the Contractor may direct the Subcontractor to recommence work on all or part of the work suspended. Upon being directed by the Contractor or the Contractor's Representative to recommence all or part of the work under the Subcontract, the Subcontractor must immediately recommence the work under the Subcontract.

52B. Termination for Convenience

The Contractor may on giving five (5) Business Days written notice to the Subcontractor terminate the Subcontract at any time and for any reason whatsoever. Subject to any right of set-off the Contractor may exercise, if the Subcontract is terminated in accordance with this clause, the Contractor's liability in respect of any Claim by the Subcontractor arising out of or in connection with such termination, will be limited solely to those amounts listed in paragraphs (a) to (c) below.

If the Subcontract is terminated under this clause the Contractor shall pay to the Subcontractor:

- (a) the amount due to the Subcontractor shown in any unpaid payment schedules;
- (b) the amount certified by the Contractor for Subcontract Works carried out to the date of the termination, evidencing the amount which would have been payable had the Subcontract not been terminated and had the Subcontractor been entitled to and made a progress claim on the date of termination; and
- (c) the cost of materials reasonably ordered by the Subcontractor for Subcontract Works, which the Subcontractor cannot return or for which the order cannot be cancelled, but only if the materials become the property of the Contractor upon payment.

The Subcontractor is not entitled to any other Claim, including any Claim for the Contractor taking possession of, and use, the Design Documents (where applicable), loss of profits, costs, losses, damages or expenses suffered or incurred, other than those amounts payable under this clause.

53. Subcontractor's Default

- (a) Where the Subcontractor breaches this Subcontract in any of the following respects:
- (i) it defaults in the performance or observance of any serious condition, which includes without limitation, any matters pertaining to safety, defects, delay in properly performing the Subcontract Works or complying with the Contractor's directions;
 - (ii) it discontinues or suspends the Subcontract Works;
 - (iii) it fails to proceed with the Subcontract Works with reasonable diligence, in a competent manner, or in accordance with the Contractor's directions;
 - (iv) it fails to provide a programme under clause 28(d);
 - (v) it fails to provide a site specific workplace health and safety plan under clause 17(e);
 - (vi) it fails to comply with a written Direction from the Contractor requiring it to rectify Defective work;
 - (vii) being a natural person commits an act of bankruptcy, or present a bankruptcy petition, or a sequestration order is made against the Subcontractor, or enters into a Part IX or Part X agreement under the *Bankruptcy Act 1966* (Cth);
 - (viii) being a company, it takes or has instituted against it, any action or proceeding whether voluntary or compulsory, which has an object of which may result in a winding up of the company, other than the voluntary winding up by its members for the purpose of reconstruction or amalgamation or becomes an externally administered body corporate as that term is defined in s9 of the Corporations Act 2001 (Cth);
 - (ix) there is a material and adverse change, or a material and adverse accumulation of changes, in the financial circumstances of the Subcontractor such that the Contractor forms the opinion that the Subcontractor is insolvent or may become insolvent or is not capable of completing the Subcontract Works and the Subcontractor fails to provide the Contractor, within a reasonable time as specified by the Contractor, with sufficient financial and accounting reports certified by a qualified accountant, which demonstrates to the satisfaction of the Contractor, the Subcontractor's capacity to complete the Subcontract Works in accordance with this Subcontract;
 - (x) where applicable, it fails to properly perform the Subcontractor's Design Obligations;
 - (xi) any other material breach which in the Contractor's opinion warrants the exercise of the rights under this Clause,

then, the Contractor may upon written notice to the Subcontractor:

- (xii) take the Subcontract Works wholly or partly out of the control of the Subcontractor; or
 - (xiii) determine this Subcontract.
- (b) After exercising a right under clause 53(a), the Contractor is to complete the Subcontract Works (or such part as has been taken out of the hands of the Subcontractor) and may, without payment or compensation to the Subcontractor:
- (i) take such actions and make such arrangements as it deems proper for the completion of the Subcontract Works including employing other contractors to complete the Subcontract Works;
 - (ii) take possession of and use any materials, buildings, plant, tools, equipment and other items intended for the works or in carrying out the Subcontract Works, including items in the vicinity of the site or intended for delivery to the site, as is reasonably required for completion of the Subcontract Works; and
 - (iii) where applicable, take possession of and use, the Design Documents and other documents, information, materials and the like produced by the Subcontractor, which are reasonably required by the Contractor to facilitate completion of the Subcontract Works.
- (c) If the Contractor takes possession of anything under clause 53(b)(ii):
- (i) the Contractor is to maintain such items (subject to fair wear and tear) and, subject to clause 53(d), is to return such of them as are surplus on completion of the Subcontract Works (however, where applicable, the Subcontractor has no such rights in respect of the Design Documents); and
 - (ii) the Subcontractor shall indemnify the Contractor and pay the Contractor on demand any reasonable costs incurred by the Contractor (including hiring costs) in using such items under clause 53(b)(ii).

- (d) If the Subcontract Works is taken out of the hands of the Subcontractor under clause 53(a) the Contractor shall calculate the cost incurred or estimated to be incurred, and the losses suffered or estimated to be suffered, by the Contractor to complete the Subcontract Works and shall issue a certificate to the Subcontractor certifying:
 - (i) the amount of those costs and losses;
 - (ii) the estimated amount which would otherwise have been paid to the Subcontractor if the Subcontract Works had been completed by the Subcontractor; and
 - (iii) the difference.
- (e) If the costs and damages suffered as a result of the Subcontractor's breach or the Contractor completing the Subcontract Works is more or less than any amount estimated under clause 53(d), the difference shall be a debt due and payable from either the Subcontractor or the Contractor (as the case may be).
- (f) If the Subcontractor is indebted to the Contractor, the costs shall be deducted from the amount which would otherwise have become payable to the Subcontractor if the work had been completed by the Subcontractor and the Contractor may retain the items taken under clause 53(b)(ii) until the debt is satisfied. If after reasonable notice, the Subcontractor fails to pay the debt, the Contractor may sell the items taken and apply the proceeds together with its reasonable administrative costs to the satisfaction of the debt and the costs of sale. The Subcontractor is to do all that is necessary to effect the transfer of any lease of items under clause 53(b)(ii) to the Contractor. Any excess is to be paid to the Subcontractor.
- (g) Where applicable, the rights of the Contractor under this clause 53 are to be construed as being subject to and limited by Chapter 5 of the *Corporations Act 2001* (Cth).

54. Determination of Head Contract

- (a) Should the Head Contract or the Contractor's employment thereunder be determined at any stage of execution and for any reason whatsoever then the Contractor by notice in writing to the Subcontractor may determine this Subcontract.
- (b) The Subcontractor shall not be entitled to Claim on account of such determination any sum in respect of loss of profit on that part of the work under the contract not executed at the date of the said notice but it shall be entitled to Claim and recover from the Contractor such sum (including profit) as may be agreed or fixed by arbitration in respect of work carried out on the site or elsewhere at the date of determination of this contract and may also recover any expenses already incurred and relating to or preparing for that part of the work under the contract not executed at the date of the said notice provided that the same is not otherwise recoverable and of no value to the Subcontractor.

55. Dispute Resolution

- (a) In the event of any dispute between the Subcontractor and the Contractor, either:
 - (i) during the progress of the Subcontract Works; or
 - (ii) after any breach, determination, abandonment or end of this Subcontract

As to the construction of this subcontract, or as to any matter or thing in connection with the subject matter of this subcontract (a "Dispute"), either party shall give to the other a written notice of dispute adequately identifying and providing details of the dispute and the relief sought. The dispute is to be resolved in accordance with the procedure in clause 55.

- (b) The giving of the notice of dispute is a precondition to the taking of any proceedings in a court, tribunal or adjudication under the Act and the contents of the notice are binding upon the party giving the notice in any subsequent proceedings.
- (c) Within five (5) Business Days after receiving a notice of dispute the director, or their duly authorised representatives, of both parties are to meet and attempt to resolve the Dispute.
- (d) Subject to clause 55(c), if the dispute has not been resolved within 28 Days after giving the notice of dispute, the dispute is to be referred to mediation.

- (e) The mediator shall be a person agreed upon by the parties or failing such agreement, the nominee of the President of the Queensland Law Society.
- (f) The costs of the mediation are to be shared equally between the parties.
- (g) If the mediation fails to resolve the dispute, then the dispute may be referred to litigation.
Nothing in the clause prejudices:
 - (i) either party's right to institute proceedings to seek injunctive or urgent declaratory relief;
 - (ii) the Contractor's rights under clause 34.

56. General Right of Set Off

Without limiting the Contractor's rights under any other provision in this Subcontract, the Contractor may deduct from any moneys payable to the Subcontractor:

- (a) any sum which the Contractor and its related entities asserts is payable by the Subcontractor and its related entities to the Contractor and its related entities, whether or not the Contractor's or the Contractor's related entities' Claim arises by way of damages, debt, restitution or otherwise arising out of the Subcontract; or
- (b) any sum which the Contractor and its related entities asserts is payable by the Subcontractor and its related entities to the Contractor and its related entities where the Contractor's or the Contractor's related entities' claim arises out of any other Subcontract or which is independent of the Subcontract.
- (c) The rights of the Contractor in clause 56(a) & 56(b) are in addition to and not in limitation of any other rights which the Contractor or its related entities may have to set-off, counterclaim or withhold payment of the Subcontractor under this Subcontract or any other agreement between the parties and their related entities.
- (d) For the purposes of clause 56, "related entities" means an entity's subsidiaries, related bodies corporate or associated entities under the meaning given to each of those terms under the *Corporations Act 2001*.
- (e) This Clause 56 will survive termination of the Subcontract.

56A. QBCC Licence

The Subcontractor shall not carry out any Subcontract Works which requires a licence under the QBCC Act unless it holds a licence permitting the Subcontractor to lawfully carry out that work.

If the Subcontractor is unable to carry out any Subcontract Works which requires a licence under the QBCC Act because it has failed, refused or been unable to obtain a licence or has had its licence suspended or cancelled, or has had conditions imposed on its licence, the Subcontractor shall be in serious or substantial breach of the Subcontract.

56B. Building Code 2016 and Queensland Guidelines

- (a) The Subcontractor shall comply with the Building Code 2016 (the Code), and any State Government implementation guidelines (Guidelines). Copies of the Code are available at <https://www.legislation.gov.au/Details/F2017C00668>.
- (b) Compliance with the Code and Guidelines shall not relieve the Subcontractor from responsibility to perform the Subcontract, or from liability for any Defect in the Subcontract Works arising from compliance with the Code and Guidelines.
- (c) Where a change in the Subcontract is proposed and that change would affect compliance with the Code or Guidelines, the Subcontractor shall submit a report to the Contractor specifying the extent to which the Subcontractor's compliance with the Code or Guidelines will be affected.
- (d) The Subcontractor shall maintain adequate records of the compliance with the Code and Guidelines by:
 - (i) its secondary subcontractors; and

- (ii) its related entities.
- (e) The Subcontractor shall permit the Commonwealth, including a person authorised by the *Fair Work Act 2009* (Cth) and the State, full access to construction sites or places covered by the Code or Guidelines to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the project and the Subcontract Works, the subject of the Subcontract;
 - (iii) interview any person; and
 - (iv) request a party to the Subcontract to produce a specified document within a specified period, being not less than 14 Days in person, by fax or by post,
 as is necessary to allow validation of its progress in complying with the Code or Guidelines.
- (f) The Subcontractor agrees to require that its secondary subcontractors and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person authorised by the *Fair Work Act 2009* (Cth) and the State, with access to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the project and the Subcontract Works the subject of the Subcontract;
 - (iii) interview any person; and
 - (iv) request a party to the Subcontract to produce a specified document within a specified period, being not less than 14 Days, in person, by fax or by post,
 as is necessary to allow validation of its progress in complying with the Code or Guidelines.

56C. Personal Property Securities Act (PPSA)

- (a) For the purposes of this clause:
 - (i) “the Contractor’s personal property” means all personal property the subject of a security interest granted under this Subcontract; and
 - (ii) words and phrases used in this clause that have defined meanings in the PPSA have the same meaning as in the PPSA unless the context otherwise indicates.
- (b) If the Contractor determines that this Subcontract (or a transaction in connection with it) is or contains a security interest, the Subcontractor must do anything (including agreeing to amendments to this Subcontract or any other document, executing any new terms and conditions, obtaining consents, signing and producing Documents, getting Documents completed and signed and supplying information) which the Contractor asks and considers necessary under or as a result of the PPSA for the purposes of:
 - (i) ensuring that the security interest is enforceable, perfected and otherwise effective and has the highest priority possible under the PPSA; and/or
 - (ii) enabling the Contractor to apply for any registration, complete any financing statement or give any notification, in connection with the security interest, including the registration of a financing statement or financing change statement; and/or
 - (iii) enabling the Contractor to exercise rights in connection with the security interest and the Subcontract.
- (c) The Contractor need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.

The Subcontractor shall give to the Contractor notice of registration or verification of registration of any security interest it registers on the PPSA register in connection with the Subcontract Works.

For the avoidance of doubt, any security interest in favour of the Subcontractor ceases on the issue of the Certificate of Subcontractor Completion.

The Subcontractor shall cause to be removed all data from the PPSA register it has registered or caused to be registered in connection with the Subcontract Works prior to achieving Subcontractor Completion.

The Subcontractor indemnifies the Contractor against all loss, cost, damage or expense that the Contractor suffers or incurs in connection with the registration of a security interest in connection with the Subcontract Works or the failure to remove the registered data relating to a security interest from the PPSA register.

- (d) The Subcontractor shall notify the Contractor as soon as the Subcontractor becomes aware of any of the following:
 - (i) if any personal property which does not form part of the Contractor's personal property becomes an accession to the Contractor's personal property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession;
 - (ii) if any of the Contractor's personal property is located or situated outside Australia; or
 - (iii) upon request by the Contractor, of the present location of the Contractor's personal property.
- (e) The Subcontractor shall not:
 - (i) create any security interest or lien over any of the Contractor's personal property whatsoever (other than security interests granted in the Contractor's favour);
 - (ii) sell, lease or dispose of its interest in the Contractor's personal property;
 - (iii) give possession of the Contractor's personal property to another person except where the Contractor expressly authorises it to do so;
 - (iv) permit any of the Contractor's personal property to become an accession to or commingled with any asset that is not part of the Subcontract Works;
 - (v) change its name without first giving the Contractor 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- (f) Everything the Subcontractor is required to do under this clause is at the Subcontractor's expense.
- (g) Neither the Contractor nor the Subcontractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Subcontractor will not authorise, and will ensure that no other party authorises, the disclosure of such information. This subclause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

57. Waiver

The Contractor and Subcontractor acknowledge and agree that none of the terms of the contract shall be varied, waived, discharged or released, except with the prior consent in writing of the Contractor in each instance.

57A. Acknowledgement of Parties

The Contractor and the Subcontractor acknowledge and agree these General Conditions of Subcontract and all other documents comprising the Subcontract, have been proposed, negotiated and entered into by the Contractor and the Subcontractor on an arm's length basis and that neither party has been in a disparate bargaining position and have had a reasonable opportunity to obtain independent legal advice with respect to the negotiation of these General Conditions of Subcontract or the Subcontract as an entire agreement.

58. Interpretation and Definitions

- (a) In the interpretation of the Subcontract Documents;
 - No rule of construction shall apply to the disadvantage of one party on the basis that that party has put forward the Subcontract Documents or any of them.
 - Words importing a gender include every gender and the neutral gender (it).
 - Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.
 - Headings shall not form part of this Subcontract and shall not be used in the interpretation of the Subcontract.
 - References to the words Agreement, Subcontract or Conditions of sub -contract means the terms and conditions contained in this Subcontract.

- References to legislation or regulations include any modification or re-enactment of them, and any instrument, regulations or orders issued under them
- A provision given by more than one person or party binds them jointly and severally. A provision in favour of more than one person or party is for their joint and several benefit. A reference to more than one person or party is to all or any of those persons or parties.
- A reference to a thing includes the whole or any part of that thing.
- If a word or phrase is defined, its grammatical forms have a corresponding meaning.
- Reference to a “person” or a word denoting an individual, person, firm, partnership, association (whether or not incorporated), corporation, authority, government, government agency or any other body or entity (in each case whether or not having separate legal personality), includes any of them.
- One clause does not limit the effect of another.
- This Subcontract may be executed in any number of counterparts (including facsimile counterparts). Each counterpart is deemed an original and all counterparts together constitute one instrument, which is deemed to be dated on the date the last party signs.
- A party’s rights and remedies under this Subcontract are cumulative with and not exclusive of that parties rights and remedies at law.
- Where a party executes this Subcontract in their capacity as trustee, this Subcontract is binding on that person both personally and in their capacity as trustee.

(b) In this Subcontract:

“**Act**” means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld)

“**Administration Charge**” means a charge of up to 20 per cent of the invoice cost of any costs incurred by the Contractor on behalf of the Subcontractor that may be applicable; in addition to any other costs that the Subcontractor has indemnified the Contractor for (such as, but not limited to, all in-house and external legal costs on a full indemnity basis). Where no invoices have been incurred, an administration charge per hour for internal staff time shall be applied at the Contractor’s charge-out rates.

“**Building Works**” has the same meaning as given to that same term in the Act.

“**Business Day**” are as defined under the *Acts Interpretation Act 1954* (Qld), however the definition of a business day does not include any day in the period from 22 December to 10 January inclusive of any year.

“**Certificate of Classification**” means when a certificate issued under the *Building Act 1975* (Qld) has been supplied in the approved form.

“**Certificate of Subcontractor Completion**” means a certificate from the Contractor to the Subcontractor certifying the Date of Subcontractor Completion.

“**Claim**” includes any claim for an increase in the Subcontract Sum, for payment of money (including damages) or for an Extension of Time at law, under contract, in equity, under statute, in tort (for negligence or otherwise including negligent misrepresentation) or for restitution

- (a) directly or indirectly, arising out of, or in connection with the Subcontract Works or the Subcontract, including any claim for a variation;
- (b) in connection with any Direction given by the Contractor; or
- (c) in connection with the Subcontract Works, the Project or the conduct of any party prior to the Subcontract.

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“Confidential Information” means all information and recordings belonging to the Contractor in whatever form and includes:

- (a) information which the Contractor indicates or has indicated is confidential or which might reasonably be considered confidential by the Contractor;
- (b) information which by its very nature might reasonably be understood to be confidential or to have been disclosed to the Subcontractor in confidence;
- (c) information which is commercially valuable or would be of commercial value to a competitor of the Contractor;
- (d) information which relates to the Contractor’s financial affairs, including performance or profitability reports and margins and the price the Contractor charges for its products and services;
- (e) information which relates to or is contained in any of the Contractor’s IT systems;
- (f) information which relates to trade secrets, Intellectual Property and intellectual property rights;
- (g) information which is found in the Contractor’s manuals or policies;
- (h) all notes and other records prepared by the Contractor or other parties, based on or incorporating information referred to in subclauses (a) to (g) above;
- (i) all copies of the information, notes and other records referred to in subclauses (a) to (h) above.

Except for information where:

- (j) the disclosure of the information is required by law or by the Subcontract; or
- (k) the disclosure is reasonably required by any persons performing their obligations under the Subcontract; or
- (l) the disclosure is to a party’s own professional advisers, or its insurer; or
- (m) the information has entered the public domain other than by a breach of the Subcontractor.

“Construction Programme” means generally the Head Contract construction programme, including any critical path document which the Subcontractor acknowledges has been provided to it by the Contractor or has been made available for inspection and review at the site office of the Contractor. The document may be amended from time to time and may be supplemented with additional information and/or Documents as required to further describe the sequencing or programme in greater detail. This document may also be referred to as the Contractor’s programme or similar.

“Contractor” means the person named in this Subcontract as Contractor and includes its authorised representatives and includes the Contractor’s project manager or nominee.

“Contractor’s Insurance” means the policy of insurances identified in Item 18A of The Schedule.

“Contractor’s project requirements” means the Contractor’s written requirements for the Subcontract Works described in Item 22 of The Schedule or inferable from the documents comprising the Subcontract which shall include, if required by Item 21 of The Schedule, the stated purpose for which the Subcontract Works are intended.

“Contractor’s Representative” means the person stated in Item 20 as the Contractor’s Representative or other person from time to time appointed in writing by the Contractor and notified to the Subcontractor as the Contractor’s Representative.

“Date for Commencement” means the date identified in Item 12 of The Schedule by which the Subcontract Works must commence on site.

“Date for Practical Completion” refers to the Head Contract and means the completion date for the Contractor’s works specified in Item 13(b) of The Schedule and as amended from time to time by the Contractor.

“Date for Subcontractor Completion” refers to the Subcontract Works and means the date listed in Item 13(a) of The Schedule or otherwise advised in writing to the Subcontractor as the date the Subcontract Works must achieve Subcontractor Completion, but if an Extension of Time is granted by the Contractor or if the Contractor determines a reduction in time for Subcontractor Completion, it means the date resulting from the Extension of Time or reduction of time.

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“Date of Subcontractor Completion” means the last date that the Subcontract Works have reached Subcontractor Completion.

“Days” means calendar days.

“Deductible” means the amount of money specified in the Contractor's Insurance policy for each type of loss that the Contractor must contribute as the first payment for all claims arising out of one event or occurrence.

“Defect or Defective” includes in relation to the Subcontract Works any omission, error, fault, non-compliance, breach of law, deficiency, flaw, irregularity, material imperfection or similar condition.

“Defects Liability Period” means the period commencing on the Date of Subcontractor Completion and expiring on the date listed in Item 17 of The Schedule or as extended in respect of defects remedied within such defect liability period.

“Direction” includes agreement, approval, authorisation, certificate, communication, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request, or requirement. **Directed** has a corresponding meaning.

“Documents” are the drawings, designs plans, specifications, schedules, manuals and programmes identified or referred to in the Subcontract including any updated versions of such Documents identified by the Contractor's Representative in connection with the Subcontract Works.

“Environmental Requirements” means all Legislative Requirements relating to the environment and the environmental policies and procedures of the Principal and the Contractor.

“Excusable Delay” means a delay that is an accepted delay under the Head Contract except where the occurrence is caused by an act, breach, omission or the negligence of the Subcontractor.

“Extension of Time” means an extension to the Date for Subcontractor Completion as agreed in writing to which a request for an Excusable Delay has been requested.

“Formal Instrument of Agreement” (FIA) means the document referred to in clause 7.

“Head Contract” means the contract between the Principal and the Contractor for the execution of the project, which the Subcontractor acknowledges it has had the opportunity to review.

“Intellectual Property” means all patents, trademarks, copyrights, registered designs, trade secrets, Confidential Information and other intellectual property at any time held by, or registered in the name of, a person at any time or which that person has the benefit of, has an interest in or is entitled to use.

“Latent Condition” means any physical condition or characteristic of the site and its surrounds, including below ground conditions, all natural and artificial things, asbestos, contamination and other environmentally hazardous substances, concrete cracking and spalling, facilities, utilities and services on and within the surface and, if the whole of the Subcontract Works involve work to an existing building, those things obscured behind walls, ceilings and the floors), which differ from the conditions and characteristics which should reasonably have been anticipated by an experienced and competent Subcontractor at the time of the Subcontractor's tender.

“Legislative requirement” includes;

- (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the Subcontract Works or the particular part thereof is being carried out,
- (b) Certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Subcontract Works
- (c) Australian Standards and the National Code of Construction and any other referenced or relevant standards,
- (d) the applicable Codes of Practice having jurisdiction in connection with the carrying out of the Subcontract Works and other appropriate codes for the construction industry;
- (e) the requirements of service providers to which services to the site are, or are to be, connected; and,
- (f) fees and charges payable in connection with the foregoing;

"Month" means calendar month.

"Practical Completion" has the meaning attributed to it under the Head Contract.

"Principal" means the principal to the Head Contract.

"Project" means the whole of the work to be executed under the Head Contract and a brief description of which is contained in Item 4 of the Schedule.

"Project Bank Account" has the same meaning as given to that same term in the Act;

"Project Bank Account Contract" means a Head Contract to which this Subcontract is a subcontract to, insofar as it may be:

- (a) a "PBA Contract" for the purposes of the Act; or
- (b) a contract for Building Works (or other eligible works) that enlivens the operation of the Act as it relates to the operation of Project Bank Accounts.

"Quality Assurance" means all methods of work, documents, workmanship and other things which detail how the subcontractor intends to build a quality product, and includes, but is not limited to:

- (a) Quality workmanship and quality of materials reasonably expected in order to achieve the Principal's requirements as described in the Subcontract documents
- (b) Adherence to the McNab Project Quality Plan (PQP) or similar as implemented by the Contractor,
- (c) All Inspection and Test Plans,
- (d) All samples, technical data submissions, Handover Manual and Operations / Maintenance Manuals and information, and
- (e) All project quality documentation otherwise described in the project brief's and specifications
- (f) any other documentation and workmanship reasonably expected to be provided to meet the Subcontractors obligations under the Subcontract to deliver quality work to exceed the expectations of McNab and the Principal

"QBCC Act" means the *Queensland Building and Construction Commission Act 1991* (Qld).

"Site" means the land and such other places to be made available to the Subcontractor by the Contractor for the purposes of carrying out the Subcontract Works.

"Site Conditions" means the physical conditions on or below the surface of the site and includes any existing building work or work carried out by other Subcontractors to the Contractor.

"Site Information" means any information relevant to the Site that is supplied or made available to the Subcontractor by or on behalf of the Contractor whether or not the information comprises part of the Subcontract.

"Subcontract" means the agreement between the Contractor and the Subcontractor as evidenced by the Formal Instrument of Agreement.

"Subcontractor" means the person named in this Subcontract as Subcontractor and includes its employees, agents, authorised representatives and Subcontractors.

"Subcontractor Completion" means when a Certificate of Subcontractor Completion has been issued. In addition it is the stage in carrying out the Subcontract Works when:

- (a) subject to clause 26, the Subcontract Works are complete except for minor defects;
 - (i) which do not prevent the Subcontract Works from being reasonably capable of being used for their stated purpose;
 - (ii) which the Contractor determines the Subcontractor has reasonable grounds for not promptly rectifying; and
 - (iii) the rectification of which will not prejudice the convenient use of the Subcontract Works;
- (b) those tests which are required by the Subcontract to be carried out and passed;
- (c) Documents, deliverables and other information required under the Subcontract which, in the Contractor's opinion are essential for the use, operation and maintenance of the Subcontract Works, have been supplied;
- (d) The proper and complete submission of all Quality Assurance documentation as required under the Subcontract in accordance with Clause 5.
- (e) a Certificate of Classification pursuant to the Building Code of Australia/National Code of Compliance has been supplied in respect of the Subcontract Works (if applicable);

- (f) all maintenance, operation and product manuals have been provided to the Contractor;
- (g) all warranties and certificates, Documents and other information which, in the opinion of the Contractor are essential for the use, operation and maintenance of the Subcontract Works, or any part of the Head Contract Works, have been supplied to the Contractor as required under the Subcontract, the Head Contract and at law;
- (h) written evidence that the Subcontractor has caused to be removed from the PPSA Register all data in connection with any security interest registered by the Subcontractor or a Subcontractor of the Subcontractor in connection with the Subcontract Work; and
- (i) all "as-built" or "as-constructed" drawings and other Documents required under the Subcontract have been provided to the Contractor;
- (j) any guarantee, warranty or Deed as required or requested in accordance with Cl. 10 (b); and
- (k) a fully executed (and witnessed) Deed of Release for the Subcontract Works.

"Subcontract Sum" means the sum set out in Item 5 of the schedule (which amount is exclusive of GST) as adjusted in accordance with this Subcontract including any adjustment in accordance with this Subcontract.

"Subcontract Works" means the whole of the work to be executed by the Subcontractor under this Subcontract, description of which is provided in Item 2 of the Schedule and contained in the Subcontract Documents described in Item 3 of the Schedule and includes any variation to the Subcontract Works under this Subcontract.

"Work Cover" means the insurance policy issued by Work Cover under the *Workers Compensation and Rehabilitation Act 2003* (Qld)

"Head Contract Works" means the Works as defined under the Head Contract.

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THE SCHEDULE

Item #	Description	Detail
1	Applicable Law:	Queensland
2	Subcontract Works:	Scaffold Hire
3	Subcontract Documents:	Refer to Clause 1.1 Formal Instrument of Agreement
4	Project:	Design and construction of a 150 bed residential aged care facility at Lot 90 on SP316217 Spitfire Banks Drive, Pelican Waters, Queensland 4551
5	The Subcontract Sum shall be the sum of:	<u>\$498,308.40 - Four Hundred and Ninty Eight Thousand, Three Hundred and Eight Dol-lars and Fourty Cents</u> (exclu-sive of GST).
6	Type of Contract:	Lump Sum
6A	Bill of Quantities: Schedule of Quantities:	DO NOT form part of the Subcontract DO NOT form part of the Subcontract
7	The address of the Contractor for ser-vice of Documents is:	PO Box 2304, Toowoomba, QLD, 4350 Progress claims or payment claims made under the Act or otherwise are to be faxed to (07) 4638 7376 and emailed to levi.carsburg@mcnab.net.au and accounts@mcnab.net.au
8	The address of the Subcontractor for service of Documents is:	 Progress certificates and payment schedules provided by the Contractor are to be emailed to adam@arcoastalscaffold-ing.com.au
8A	Latent Conditions (clause 13)	Alternative 1 ☒ or Alternative 2 ☐
9	9(a) Liquidated damages for the Sub-contract Works – clause 28B(a) & (b): 9(b) Liquidated damages of the Prin-cipal under the Head Contract – clause 28B(c):	\$16,000.00 per day \$8,200.00 per day
10	Facsimile no. for Contractor:	07 4638 7376 (Progress claims or payment claims made under the Act or otherwise emailed to levi.carsburg@mcnab.net.au and accounts@mcnab.net.au
11	Facsimile no. for Subcontractor:	
12	Anticipated Date for Commencement:	25/09/2022
13	13(a) Date for Subcontractor Comple-tion of the Subcontract Works: 13(b) Date for Practical Completion:	18/05/2022 04/08/23
14	Date of month for submission of pro-gress claims:	25th of the month or next business day.
15	Period/time for payment of claims:	25 Business Days

Item #	Description	Detail
16	Percentage of progress payments to be withheld and/ or form of security: Additional security:	Retention: 10 per cent to a maximum of 5 per cent of the Subcontract Sum, as adjusted
17	Defects Liability Period:	12 months from Practical Completion of the project.
18	Subcontractor's Insurances	
a	Public and Products Liability Risk Insurance:	
	Name of Insurer	
	Policy Number	
	Expiry Date	
	Limit of Cover	\$
b	Motor Vehicles, Plant & Equipment Insurance:	
	Name of Insurer	
	Policy Number	
	Expiry Date	
	Limit of Cover	\$
c	Work Cover Insurance:	
	Name of Insurer	
	Policy Number	
	Expiry Date	
	Limit of Common Law Cover	\$
d	Professional Indemnity Insurance:	
	Name of Insurer	
	Policy Number	
	Expiry Date	
	Limit of Common Law Cover	\$
18A	Contractor's Insurances	Public and Products Liability \$100,000
19	Variation lower limit:	Amend as applicable \$0.00
20	Contractors Representative	Matthew Hyams
21	Subcontractor's Design Obligations (Clause 2A)	Design Responsibility Applicable? ☐ YES ☒ NO
22	Contractor's project requirements	Refer Annexures 1, 2 & 3

Annexure 1

Scope of Works

Job Name: **Rockpool RAC Pelican Waters**
Job Number: **21033**
Trade: **Scaffolding**
Date: **04.07.2022**

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1. Project Specific Scope of Works

1.1. General Items

The terms contained in this Scope of Works Document shall not in any way limit the obligations of the Subcontractor under the Subcontract, and in particular the obligations of the Subcontractor under the General Conditions of Subcontract.

In case of an ambiguity, discrepancy or inconsistency between the Subcontract documents the ambiguity, discrepancy or inconsistency is to be resolved in accordance with clause 6 of the General Conditions of Subcontract.

The following clauses shall be read in conjunction with the drawings and specifications and other relevant documents to ascertain the total subcontract works.

The Subcontractor is deemed to have;

- examined the tender documents, the Site and it's surroundings including any existing buildings or other structures and any other information made available in writing by McNab to the Subcontractor for the purpose of finalising the Subcontract sum,
- examined all information relevant to the risk, contingencies and other circumstances having an effect on it's tender and which is obtainable by making reasonable enquires, and
- satisfied itself as to the correctness and sufficiency of the contract documents and that it's price covers the cost of complying with all the requirements of the Subcontract documents and of all matters and things necessary for the due and proper performance and completion of the work described in the Subcontract documents.

No claims for variable site conditions, access or otherwise will be acknowledged after contract award.

1.2. Health, Safety and Environment

- a) All Subcontractors are required to review, execute and comply with the McNab "Subcontractor Health, Safety and Environmental Requirements" included as an appendix to the Subcontract. This includes the provision of all supporting documentation as detailed including HSE plan, safe work method statements and material registers a minimum of one (1) week prior to commencement on site for approval by the Contractor.
- b) The Subcontractor acknowledges that:
 - a. There is strictly no parking onsite, in neighbouring visitor carparks or on the road way around the perimeter of the site. All subcontractors and visitors to the site are to park legally in the surrounding area and must comply with all Sunshine Coast Regional Council parking signage, requirements and restrictions that may apply. The subcontractor's supervisor is to gain the workers number plates and ensure that the parking request has not been ignored.
 - b. Strict delivery time slots to be coordinated with McNab. Failure to arrive within the allocated time slot will result in delivery being turned away without being unloaded at the cost of the Subcontractor. The subcontractor is to not park trucks around the site earlier than 6:30am
 - c. All delivery vehicles to contain a CB radio that can be programmed to the Contractor's frequency.
 - d. Swearing, yelling, whistling or similar behaviour deemed inappropriate will result in immediate and permanent removal of that person from site.
 - e. No construction works or noisy activity is to commence prior to 6.30am daily.

- c) The Subcontractor shall allow for provision of all HSE equipment, signage and barricading required to ensure safe implementation of the contractor safe systems for work, including all controls specified within SWMS for tasks and activities must be supplied, maintained and implemented by the Contractor.
- d) The Subcontractor shall allow for provision of a trained workplace health and safety representative for the site and that this person will attend safety walks and meetings as directed by the Contractor.
- e) The Subcontractor shall provide a trained and current Workplace First Aid trained person within their workgroup. The subcontractor must provide and maintain a first aid kit suitable for their work group numbers.
- f) All workers and maintenance personnel must complete a site specific induction to perform any work on site, regardless of period of work. Inductions will strictly be held 6.30am Monday to Friday and must be booked in with the Contractor the day prior to the induction. Personnel not booked in prior or arriving late to an induction will not be inducted and are required to be booked in for the following day.
- g) McNab utilises the Hammertech system to ensure that the best safety management practices are in place. To ensure our processes are adhered to it is important for a number of steps to be followed by workers both prior to and when they arrive onto site.
 - a. **Employer Details** - McNab requires that as a subcontractor you keep your relevant company/business details up to date. Prior to commencing work on a McNab project, all insurance details and certificate of currency must be provided. To submit/modify Employer Details:
 - i. Login to Hammertech at <https://mcnab.hammertechonline.com>
 - ii. Select the Employer menu, on the left-hand side of the screen > click Edit Details
 - iii. Follow the steps to enter the specific details and upload relevant files
 - b. **Submitting SWMS & SDS** - McNab requires all SWMS & SDS to have been submitted where possible at minimum 7 days, prior to your start date. Please review the attached "SWMS Review Checklist" to ensure each SWMS meets the required criteria prior to submittal. To submit SWMS & SDS:
 - i. Login to HammerTech** at <https://mcnab.hammertechonline.com>
 - ii. Select the SWMS menu, on the left-hand side of the screen, including the corresponding SDS
 - iii. Repeat these steps for standalone SDS, within the SDS menu on the left-hand side of the screen
 - c. **Completing the Online Registration and Induction** - McNab is leading the industry in online company inductions, ensuring that workers arrive on site with the required knowledge to safely undertake their tasks. Once on site, workers will be provided with a site-specific induction which will cover emergency procedures, facilities, noticeboard locations etc. Prior to arriving on site each worker is required to:
 - i. Go to <https://mcnab.hammertechonline.com>
 - ii. Select the project you will be working on – Rockpool
 - iii. Select the "Begin my registration now" button, in the bottom right of the screen
 - iv. Complete your Registration and Induction

It is imperative that your workers complete their registration and induction before arriving to site

d. **Induct known Equipment** - If you know prior to commencement the items of equipment that will be brought onto site, complete the plant induction form and submit to McNab for review. To submit your plant induction forms:

- i. Go to <https://mcnab.hammertechonline.com>
- ii. Select the project you will be working on
- iii. Select the Equipment menu on the left-hand side of the screen
- iv. Select the Add New button on the top right-hand corner
- v. Select the item of plant from the drop-down menu, complete the plant induction form and submit for review and approval

If this is your first time utilising the HammerTech system on a McNab site, then you will also receive an email titled "New HammerTech User Account". This email will contain a link to create your password, with your email address being your username.

Please ensure all the above items are completed prior to your workers attending site.

- h) As a minimum and without limiting the obligations of the Subcontractor under the "McNab Health, Safety and Environmental Requirements", all Subcontractor personnel are to be issued with and use the following PPE at all times:
- Safety helmet, inclusive of accessories such as chin strap or lanyard.
 - Proprietary steel cap footwear.
 - Two pairs of safety glasses (clear and tinted), or Prescription Safety Glasses to meet Australian Standards (AS 1337).
 - High visibility shirt or shirt with high visibility vest (no singlets are allowed on site).
 - Gloves, must be on person, fit for purpose and worn when performing manual tasks.
 - Hearing protection to be carried at all times and used as necessary appropriate to the task.
 - Respiratory protective equipment as required for the work being undertaken by the relevant subcontractor, fit testing (if relevant to the RPE).
- i) All delivery drivers shall wear full site PPE and hold an Industry General Induction card to be allowed on site. Any drivers who cannot comply with these requirements will not be permitted to leave the cabin of their vehicle and may be turned away from site at the Contractor's sole discretion.
- j) All Subcontractors will maintain a kit of spare PPE which is appropriate for their individual scope of work. The kit will be maintained in a box, kit bag, etc. and will be periodically inspected by the Contractor. Any PPE required to be provided by the Contractor on the Subcontractor's behalf for its personnel will be deducted from the Subcontract sum.
- k) Workplace Health & Safety Notices – Failure to comply with any of McNab's Health, Safety and Environmental Requirements will result in disciplinary action including the following, as determined appropriate by the Contractor;
- Re-induction of the individual/s;
 - Complete re-induction of the Subcontractor's site personnel including Project Manager and Supervisor;
 - Temporary removal of individual/s from site;
 - Permanent removal of individual/s from site; or
 - Take consideration as a breach of Subcontract under clause 53 of the General Conditions of Subcontract.

The Subcontractor shall not be entitled to any claim for additional costs or time incurred as a result of the above disciplinary actions.

- l) Fitness for Work – It is the responsibility of the Subcontractor to ensure all workers are physically, mentally and emotionally fit to perform their normal work duties at all times during the working day. Should the Supervisor suspect a worker not to be fit to perform his/her normal work duties then they must ensure that appropriate action is taken and that the person is removed from any immediate danger. The responsible person must report the incident to McNab site management and record it via an Incident Report Form.
- m) Subcontractors are responsible for the provision of task lighting as required to carry out their work. Task lighting must comply with the following minimum standards:
 - Proprietary lights designed and manufactured for the purpose of providing portable lighting in industrial work places.
 - All task lights will be on stands designed and manufactured for the purpose. Lights will not be hung from walls, ceilings, scaffolds, services etc.
 - All task lights must be guarded. Guarding to be an integral part of the portable lighting system.
- n) It is the Subcontractor's responsibility to ensure all of the electrical equipment to be used on site by the Subcontractor during the execution of their subcontract works fully complies with the current *Work Health and Safety Act 2011* and all other relevant authorities. The Subcontractor shall provide evidence of testing and tagging by the Contractor, with non-compliant plant to be removed from site immediately.
- o) All waste is to strictly be discharged to designated bins for each type of material, e.g. recycling, soft plastic, concrete, cardboard, general, etc.
- p) The Subcontractor shall allow for the provision of all noise and vibration suppression to any plant or equipment which may cause a nuisance to the neighbours or other workers.
- q) The Subcontractor is to allow for fall prevention lanyards for all tools and equipment for works on elevated areas where there is a risk of falling objects.
- r) The Subcontractor is to provide all necessary dust, erosion, environmental control measures and procedures to prevent run-off during their construction works in accordance with the requirements of Local Government, Council and all other relevant authorities. All practical measures must be taken to ensure that vehicles leaving site do not deposit mud or debris on the road. Any mud or debris deposited on the road must be cleaned immediately.

1.3. Project Quality Requirements (PQR)

- a) The Subcontractor shall include for the provision of a project specific Quality Assurance Plan substantiating how the Subcontractor will achieve all design requirements as detailed within the Drawings and Specifications. This is to be submitted a minimum of ten (10) days prior to commencement on site for review by the Contractor.
- b) The Subcontractor shall complete and provide Inspection and Test Plans (ITPs) at critical points of the Works as directed by the Contractor. Subcontract works are not to proceed until the ITP has been signed by both the Subcontractor and Contractor as being satisfactory. At the Contractor's discretion, works not following this procedure may need to be removed and replaced at the Subcontractor's expense.
- c) All Subcontractors are to provide the relevant Project Quality Requirements (PQR) documentation and evidence for their Subcontract works in the time frames and format as requested by the Contractor. The Subcontractor must make all appropriate allowances to comply with the PQR and meet any construction programme. Any delays in complying with these requirements will be considered a delay to the subcontract works caused by the Subcontractor under clause 28 of the General Conditions of Subcontract.

- d) The Subcontractor shall not be entitled to claim delay or extension of time for satisfying any PQR, including time for review and approval by the Contractor of any PSQR submission by the subcontractor.
- e) The Subcontractor is deemed to have included for all administration, labour and resources in order to meet the project requirements related to the above items.

1.4. Construction

- a) The Contractor will provide staged scaffold to the external perimeter of the building only. The Subcontractor shall supply all other access plant and equipment required to complete the Subcontract works. This includes staged scaffolding, mobile scaffolding, EWP's, boom lifts and the like including barricades, signage and harnesses in accordance with the Subcontractor HSE Requirements. Should the external scaffold not be suitable to complete the Subcontract works, the Subcontractor shall make its own access provisions.
- b) The Contractor will provide temporary water supply to each level of the building. The Subcontractor shall allow for all temporary water requirements in excess of that provided by the Contractor including reticulation to the point of work and satisfactory control and disposal of wastewater.
- c) The Contractor will provide temporary power to within 30m of the outermost workface of each floor of the building. The Subcontractor shall allow for all temporary power requirements in excess of that provided by the Contractor including reticulation to the point of work, use of insulated lead stands and hooks as well as supply of portable generators where required.
- d) The Contractor will provide the following survey items only - the Subcontractor shall supply all set out and surveying work necessary for the adequate control of the Subcontract works in excess of these provisions:
- Re-establish site boundaries
 - Set out of grids for building with offset hurdles for builder to reset off
 - Set out of all pad footings (inc crane base)
 - Set out of strip footings
 - Set out/check of starter bars in pad footings
 - Survey as built of columns after pads poured
 - Set out of stair cores/lift core/ and block walls on footings and pads
 - Check of set out for services on GF
 - Set out for structural steel canopy and precast
 - Place grids on slab in two directions for west and north slabs
 - Place grids on formwork deck in two directions for west and north slabs
 - Set out pins for block layer (inc window openings) on each deck after a pour
 - Allow to place 1mt high datum point on the lift core, and stair cores on every level
 - Allow to check lift shaft verticality and square every 2nd level
 - Allow to check stair core verticality at L1 and L4
 - Allow to set out new crossover
 - Allow to set out all paths
 - Allow to set out entry driveway curbs, asphalt and driveway
 - Allow to set out booster cupboard and PTM pad and return to set out walls
 - Allow to set out inner circle at entry and re cast pad and bars
 - Allow to set out for blockwork to GF west end (pump room, maint room, bin room and store)
 - Allow to set out planters on L1
 - Allow return visit to re set grids on GF after floor prep
 - Allow to set out GF north café area block and brick walls

- Allow to set out plant deck walls
 - Set out starting grid for line marking
- e) Where the subcontract works join, meet, penetrate or finish adjacent to pre-existing works, the Subcontractor shall allow for all sealing, finishing off and making good of the Subcontract works to the pre-existing works.
- f) The Subcontractor shall bear costs of rectification or other works damaged by their company representatives and employees.

1.5. Site Management

- a) The Subcontractor shall note that there will be strictly no parking on the site. Subject to the approval of the Contractor, the Subcontractor may drive on to site for the sole purpose of unloading materials and tools only.
- b) The site opening hours are 6.30am to 6.30pm Monday to Saturday. Sunday working shall be at the discretion of the Contractor and is deemed to be included by the Subcontractor. The Subcontractor shall allow to undertake works outside of the regular opening hours where necessary to meet the construction schedule.
- c) All deliveries, whether requiring craneage or not, shall be formally booked in with the Contractor a minimum of 48hrs in advance. The Contractor reserves the right to turn away deliveries that have not met this requirement.
- d) The Subcontractor shall allow for all materials handling and site movement from point of delivery to place of work, including all labour and plant such as forklifts, manitous and trolleys where required. The Subcontractor shall be fully responsible for accepting deliveries and coordinating unloading. The placement of materials shall be nominated in consultation with site management. The Contractor reserves the right to turn deliveries away where Subcontractor personnel are not available to accept.
- e) There is no storage of bulk materials available on site. All materials must be installed within three (3) days of delivery unless specific prior approval has been obtained from the Contractor. The Contractor reserves the right to remove materials from site at the Subcontractor's expense if they fail to comply with this requirement.
- f) Any Subcontractor tool boxes, offices, and container to be stored on site must be approved by the Site Manager prior to doing so; only in a location agreed with the Site Manager. The security of which remains with the Subcontractor.
- g) The Subcontractor will not be granted sole possession of the site or areas of work. Allow to coordinate works with other Subcontractors and for breaks in continuity to allow works by others to occur as directed by the Contractor at its sole discretion.
- h) For the purpose of task allocation, coordination of activities, management of workface and potential safety issues, Subcontractor supervisors will hold daily start-up discussions with their personnel. These may be attended by the Contractor's personnel from time to time, and the Subcontractor shall provide documented evidence of meetings held.
- i) All Subcontractors shall be required to attend construction meetings, coordination meetings, safety walks and other meetings the Contractor deems necessary. Qualified personnel shall be assigned by the Subcontractor to attend meetings on the scheduled basis, and provide suitable replacement when unable to attend.

- j) The Subcontractor shall include for providing qualified supervision for any works which are to be completed outside normal working hours. The supervisor shall have sufficient first aid qualifications to carry out this role.
- k) For the purpose of efficient site communication all Subcontractors are to provide a minimum of one (1) CB radio that can be programmed to the Contractor's frequency. The radio is to be carried by the Subcontractor's most senior supervisor on site.
- l) All Subcontractors will provide an appropriate number of brooms, shovels, squeegees, barrows/trolleys, as well as personnel, etc. required to carry out daily clean-up of their work areas. Subcontractors shall also provide personnel for a full site clean-ups from time to time when deemed necessary by the Contractor.
- m) The Subcontractor will move and place all waste material and rubbish into bins/rubbish chutes provided by the Contractor. The Subcontractor shall allow for the provision of their own wheelie bins and labour where excessive waste is generated as a result of the Subcontract works.
- n) Should the Subcontractor fail to undertake site cleaning as detailed above, then the Contractor reserves the right to engage others to undertake the works at the Subcontractor's expense without prior notice to the Subcontractor.
- o) The Subcontractor is deemed to have included for all costs associated with the protection of the Subcontract Works from damage and theft up to the date of Practical Completion under the Head Contract.
- p) The Subcontractor shall be responsible for preventing any damage to adjacent works. Any costs incurred by the Contractor as a result of damage caused by the Subcontractor shall be deducted from the Subcontract sum.
- q) If the Subcontractor's works involves works on or outside the boundary of the site, they shall be responsible for protecting any existing finishes, roads, footpaths and neighbouring property, and making good any damage caused.

1.6. Cranage and Hoisting

- a) The Contractor shall provide a tower crane including dogman for the duration of the structural works of the project. The capacity will be approximately 8t maximum to 2.85t (inclusive of chains and rigging) at a 55m boom length. All use of the crane must be booked in with the Contractor a minimum 48hrs in advance and in accordance with Item 1.1.5 c) for deliveries. The Contractor reserves the right to amend crane bookings from time to time if required.
- b) The Contractor is not responsible for any delays in the works and additional costs incurred by the Subcontractor as a result of any matter relating to the availability or use of any craneage provided by the Contractor or other Subcontractors including failure or breakdown.
- c) The Subcontractor shall be responsible for making sure that the items to be lifted are within the lifting capacity of the Contractor's crane and are correctly packaged and ready for lifting. The Subcontractor shall provide all labour and plant to load and unload materials from the point of lifting and placement to the work face, loads must not be placed where they interfere with any other works.
- d) The Subcontractor shall provide all mobile craneage and hoisting in excess of that provided by the Contractor as necessary to complete the Subcontract Works. It is the Subcontractor's responsibility to assess the Subcontract works to ascertain these requirements, which is deemed to be included within the Subcontract Sum. The Subcontractor shall provide a minimum two (2) week's notice to the Contractor of any mobile crane requirements and include for all establishment and signage.

1.7. Administration

- a) The Contractor will utilise an internet based information / communication platform such as Procore or Aconex (Extranet), with all drawings, specifications, project communication and the like being transferred / shared electronically via the Extranet. The Contractor will provide training sessions to all Subcontractors on the use of the Extranet. All Subcontractors must adhere to McNab Policy in the Extranet's use throughout the project. No hardcopy Drawings or Specifications will be issued. Failure of the Extranet shall not be a cause of delay or variation under the Subcontract.
- b) The Subcontractor shall prepare and submit for approval all workshop drawings necessary to complete the Subcontract Works. The Subcontractor shall submit drawings to the Contractor allowing sufficient time for the approval of same. No claims for delay to the subcontract works caused by time for review and approvals being issued shall be accepted by the Contractor.
- c) Progress claims submitted without all relevant documentation (including but not limited to) an approved claim summary and break-up outlining the percentage of subcontract works completed in each work area, a signed statutory declaration, a summary of the monthly safety statistics and copies of the certificates of currency for Workers Compensation and Public Liability, summary of submittals status, look-ahead programme, lead times for equipment, as built drawings/ red line mark up, ITP summary, manpower records, will not be considered as a valid progress claim.
- d) The Subcontractor must sign the McNab RCTI (Recipient Created Tax Invoice) agreement as a condition of the Subcontract Agreement (refer Appendix).
- e) All variation claimed submitted by the Subcontractor to the Contractor must include a break-up of the proposed variation costs. Each break-up shall include detailed itemised costs for labour, plant / equipment, materials and the Subcontractor margin. Each variation shall have daily signed-off (by McNab site staff) works sheets for clarification of labour and materials. Any works sheets (even if labelled as variation) signed off by site management is not necessarily a variation, and for record purposes only.

- f) The Subcontractor shall assess the current contract documents (drawings, specifications, etc) and details well in advance of reaching each new work face and to notify the Contractor of any missing information or discrepancies. No delays will be considered for Subcontractor oversight in drawing assessment and planning.
- g) Computer Aided Design (CAD) drawing files are provided to the Subcontractor for Information Only. The Subcontractor shall take no reliance on the CAD files. The information contained within issued hard copy drawings (including pdf files) shall take precedence over CAD file information.
- h) The Subcontractor is to make itself aware of lead times for all items of equipment and notify the Contractor immediately of any affect to the Construction Programme. The Subcontractor shall be responsible for providing regular updates as to the progress of specially manufactured or ordered items and for maintaining originally advised dates for delivery, including the cost for any special freight to meet these requirements.
- i) The Subcontractor shall submit all material and product samples, and construct prototypes (off / on site) to the Contractor for approval as detailed in the Subcontract Documents and as requested by the Contractor. The Subcontractor must make all appropriate allowances to provide these requirements and meet the Construction Programme. Any delays in complying will be considered a delay to the Works under clause 28 of this Subcontract Agreement.
- j) The Subcontractor shall provide all information, certificates, forms and alike required by the Building Certifier or other body to allow the issue of a Certificate of Classification, e.g. Form 15 and/or Form 16. All Form 15's and 16's shall state compliance with the relevant Australian Standards, Regulations, Trade Specific codes, Contract Documents and Building Code of Australia.
- k) It is the Subcontractor's responsibility to ensure all subcontract works are in full compliance with 'Section J' of the Building Code of Australia and project Energy Efficiency Report. The Subcontractor shall also reference this compliance in their relevant Form 15 and 16's.
- l) The Subcontractor shall provide a draft Maintenance & Use Manual including all warranties, guarantees and certificates to the Contractor two (2) months prior to projected date for Practical Completion. Upon approval by the Contractor and prior to Practical Completion of the Subcontract Works, three (3) final copies shall be issued by the Subcontractor including all As-built drawings and documentation.

Initial	
Initial	

2. Trade Specific Scope of Works

The Subcontractor shall provide all things necessary to complete the subcontract works unless specifically noted as 'by others' herein.

The Subcontractor shall provide all supervision, labour, materials, transport, plant and equipment necessary to complete the design, supply, application/installation, testing, adjusting, commissioning and maintenance of the Subcontract works in accordance with the contract documents (drawings, specifications, conditions etc.), relevant Building Codes, Local Council Regulations, Australian Standards, International Standards (where applicable) and industry codes of practice and to the satisfaction of the Statutory Authorities and relevant Utility Companies.

This scope of works document and the documents referenced within are provided to enable the Subcontractor to provide a Design and Construct (D&C) price for the works. This document is not intended to represent a full completed and detailed design. It is the responsibility of the Subcontractor to make all due allowances in pricing the provision of a fully functioning system compliant with codes and all relevant legislative requirements, irrespective of the fact that the design is not completed or fully detailed in this and the associated drawings.

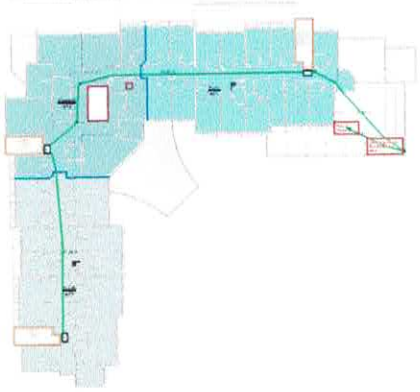
The works include but are not limited to the following:

Initial	
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2.1 Trade Specific

2.1	TRADE SPECIFIC SCOPE OF WORKS	4	
	Compliance and Certification		
1.	The subcontractor is to allow for all labour, materials, and equipment required to complete the supply, installation and certification of the Mechanical package to the Rockpool Pelican Waters project. These works are to be in accordance with the following requirements; ➤ Project documentation – architectural and structural set ➤ Relevant Australian standards and codes ➤ Paint Specification ➤ Finishes schedules	✓	
	Scaffolding General Requirements		
2.	The commencement of hire periods for each item of equipment shall begin from the time the scaffold is erected and handover certificate from the Subcontractor being provided to the Contractor's site management. The hire period shall cease from the date the Contractor directs the Subcontractor to dismantle the item of scaffold, providing that a minimum 24hrs notice is provided. <i>Day Of Erection</i>	✓	
3.	The Subcontractor must supply design drawings detailing all scaffold arrangements. All scaffolding erected to a height of more than 4 metres or of a non-standard configuration, must be engineer designed and approved and all design documentation submitted to the Contractor prior to erecting the scaffold. Sufficient time should be allowed for submission to the necessary authorities for approval. Price to include any and all related costs and fees.	✓	
4.	Where requested by the Contractor, the Subcontractor shall allow for independent verification by an accredited engineer of all scaffolding components being in a safe and working condition. Any issues identified (e.g. excessive rust, etc) shall be rectified by the Subcontractor or components replaced at no cost to the Contractor.	✓	
5.	A competent and registered Foreman from the Subcontractor is to be on site during ALL scaffold erection and dismantling. Any instructions or decisions made with that person will be deemed to be with the Subcontractor.	✓	
6.	The external face of the perimeter scaffold is to be fully enclosed with containment mesh. <i>Blue Uni Geo.</i>	✓	
7.	All scaffold to have working decks at intervals to suit concrete slab heights, unless specifically directed by the Contractor otherwise.	✓	
8.	Site storage is extremely limited. The Subcontractor is to allow for all transport for delivery and removal of materials to and from site as required to suit the construction programme. The Subcontractor is to only deliver materials required for immediately erection, and remove materials as soon as dismantled if not needed for reuse at once. The subcontractor is to provide a lifting plan with colour coded deliveries.	✓	
9.	The Contractor will provide all vertical lifting to and from locations as requested by the Subcontractor where possible within site constraints, construction programme and tower crane access. The Subcontractor shall be responsible for all horizontal movement from the point of hoisting, including the provision of all necessary plant and equipment for the same.	✓	
10.	The Subcontractor shall remain responsible for the maintenance of scaffold components for the duration of the hire period. All modification and dismantling will be carried out by the Subcontractor who will therefore be fully responsible for	✓	

	any short returns.		
11.	All in-service scaffolds will be inspected by the Subcontractor's supervisor on a weekly basis. A written report is to be provided to the Contractor on the day of the inspection and all items to be closed out within 24 hours.	✓	
12.	Ensure scaffolding does not stain or mark concrete and façade finished surfaces.	✓	
13.	Allow to fix scaffold to façade using removable fixings in a method and location as not to penetrate or damage an exposed concrete finish, to be pre-determined and agreed with the Contractor prior to commencing the erection of scaffold.	✓	
14.	All edge protection where fixed to concrete slabs shall be done so in a method as not to penetrate or damage the exposed concrete finish. The Subcontractor shall allow for all protection measures deemed necessary to ensure no damage occurs.	✓	
15.	Provide access to all areas and decks as required. Ladders are to be tied and relocated as necessary to suit the construction sequence or as directed by the Contractor.	✓	
16.	Provide compliant stretcher stairs, builder stair access and toilet bay to the external perimeter scaffold in a location to be determined by the Contractor.	✓	
17.	Make allowance for use of sole plates and support plates.	✓	
18.	An exclusion zone is to be established by the subcontractor whenever scaffold is erected and dismantled. Barricades must comply with the Contractor's requirements (i.e. safety mesh and approved stands and signs). Note, safety mesh is preferred in site areas and solid barricading will be required in public areas.		✓
19.	Appropriate signage is to be displayed at all points of entry into scaffold erection and dismantling areas – only approved safety signs will be acceptable.	✓	
20.	Where there is risk of scaffold items falling into public areas, exclusion zones will be established and authorisation will be required from the Contractor for footpath and / or lane closures or diversions.	✓	
21.	Scaffolders will at all times, work from full decks of boards and handrails to both sides of the deck to be progressively installed. Where this cannot be achieved, a work method is to be developed which will include appropriate fall arrest <i>rescue</i> equipment and anchorage. The work method will be approved by the Contractor's HSE Officer.	✓	
22.	All lapboards will be securely fixed/ lashed.	✓	
23.	All scaffold to have appropriate toe board and falling object protection as required. <i>Extreme Only</i>	✓	
24.	All protruding scaffold tubes, brackets, low ledgers etc that present a risk of injury to personnel will be padded. The padding used will be consistent in all cases, highly visible and taped in place with waterproof tape.	✓	
25.	All scaffolds or scaffold lifts are to be inspected after completion and signed off by the Subcontractor's supervisor and evidence of such provided to the Contractor.	✓	
26.	Incomplete scaffolds will be barricaded and signed accordingly until signoff is achieved.	✓	
27.	Erect and dismantle scaffold in a manner which does not damage the installed works. The Subcontractor will be liable for the costs of making good any damage caused during erection and dismantling.	✓	
28.	The Subcontractor shall prepare a daily summary of scaffold erected and dismantled, which is to be signed daily by the Contractor's site management.	✓	
29.	The Subcontract works are deemed to include all necessary materials and labour for tying-back of scaffolding, including the provision of protective measures where needed. Any damages caused by scaffold ties will be the Subcontractor's responsibility.	✓	

30.	When dismantling scaffold there is to be no unsafe practices such as "bombing" scaffold. Pieces shall be safely positioned onto pallets or stillage stacks for storage and/or transport. The Subcontractor shall be responsible for making order lists for scaffolding and also to document outgoing scaffold.	/	
31.	Areas for stacking/storage of scaffolding to be agreed with Contractor before work commences. This area to be maintained in a neat and tidy condition at all times.	/	
32.	All pallets should be stacked correctly into separate components. Mixed pallets are to be sorted daily prior to leaving site	/	
33.	All damaged components must be tagged "out of service", immediately removed from the work zone, stacked in a separate designated storage area, and brought to the attention of the Contractor.	/	
34.	Subcontractor to supply a spotter for both erection and dismantle.		/
35.	The Subcontractor is to allow for Health and Safety Representative to attend Inclement weather walks in accordance with McNab inclement weather procedure following rain events impacting access egress to work areas, the subcontractor must provide De Watering equipment including squeegees and gum boots for 1 worker in every 10 workers onsite to De water work areas.	/	
36.	The Subcontractor is to allow for re inspection of the scaffold base following inclement weather exceeding geotechnical engineer's advice for inspection and monitoring of ground conditions.	/	
37.	The Subcontractor is to allow for supervisor to visually inspect scaffold areas erected for handover with McNab Site Manager, Foreman or HSE Advisor prior to final certification and handover to McNab.	/	
38.	The Subcontractor is to allow for two engineered crane able stripping platforms to remove scaffolding components following structure and façade completion.	/	
Scaffolding Specific Works			
39.	Allow for 3 pours per level sequencing. Day 1 after pour in sequence is for scaffold erection. Absolutely no materials are to be left on working deck at the end of day 1 as space is limited for other following trades. The below plan shows indicative pour zones. 	/	
40.	Supply, erect and dismantle a complete perimeter scaffold to service access to all floors and external walls and surfaces for all trades access and use for work. Scaffold is to follow the line of the building, provide a safe working platform to all areas to all surfaces of the building.	/	
41.	Supply, deliver, erect and dismantle all scaffold detailed in item 6.1 including but not limited to:	/	

	A. Perimeter Scaffold B. Stretcher Stairs x 2 (First Pour Zone) C. Access Stairs in Pour 3 Zone D. Birdcage Scaffold to Stairs E. Internal Lift Well Scaffold F. Lift Overrun Scaffold G. Stair Overrun Scaffold H. Upper Roof and Mechanical Plant Deck Scaffold I. Porte Cochere Scaffold stairs J. Temporary Handrails to Stairwells K. Ladder beam to ground floor main entrance L. Ladder beams to east and south corridor ends on ground floor M. Ladder beam on GF across entrance to loading bay area. Grid H-3 N. Access stair to plant deck from level 5	/	
42.	Typical Perimeter Scaffold to consist of the following: <i>Built To Suit</i> A. 5 Board Wide Platform B. 2 Board Wide Hop Ups <i>TIMBERS</i>	/	
43.	Subcontractor acknowledges that adjustments to scaffold for the removal of formwork edge board is not considered a movement.	/	
44.	Perimeter scaffold to provide edge protection for roof works.	/	
45.	Modify / open scaffold for installation of Active loading bays (1 no. L1, 2 no. L2-5)	/	
46.	Modify / close scaffold during removal of Active loading bays (1 no. L1, 2 no. L2-5)	/	
47.	Allow to adjust scaffold for hoist installation and dismantle.	/	
48.	Supply and installation of handrails as required. Allow to install bolt on offset edge protection (handrail) to each stair core whenever the scaffolding in the stair core is dropped	/	
49.	Allow to move all hop up's 3 no. times per level.	/	
50.	Allow to relocate ties once per level.	/	
51.	Allow for the installation of 3 no. McNab banners (supplied by others).	/	
52.	Containment mesh to be green in colour. <i>BLUE</i>	/	
53.	Handrails outside of this scope of works will be charged at the following variation rates (inclusive of overheads and margin): a. Labour to install & dismantle per l/m. <i>20.</i> \$ b. Hire per l/m per week. <i>4.00</i> \$ c. Consumables per l/m. <i>1.00</i> \$	/	
54.	Blockwork scaffold up to 4m high outside of this scope of works will be charged at the following variation rates (inclusive of overheads and margin): a. Labour to install & dismantle.....\$ b. Hire per m2 per week.....\$ c. Transport to & from site (per load).....\$		
Administration and Pricing			
55.	Subcontractor to provide detailed price breakdown of the subcontract works for valuation of variations. Extent of breakdown is to McNab project managers request	/	
56.	Web FM Details and O&M Manuals to be uploaded to Web FM site.	/	
57.	Subcontractor to provide cost saving options and alternatives of the same or greater quality to currently specified.	/	

58.	Subcontractor to provide schedule of rates for labour and plant prior to contract award for valuation of variation requested under day-works	/	
59.	Subcontractor to provide all handover documentation, including but not limited to; handover manual, warranties, test reports, product data, form 12's, as built, insurances, certification, prior to final claim. Final claim will be processed upon completion and approval of all final paperwork issued.	/	
60.	Allow for a foreman to complete all ITP inspections (complete on Procore to avoid hold points) and attend weekly site meetings	/	
61.	Subcontractor has allowed to fast track 4x rooms confirmed by Mcnab for sign off early. All rooms are to be set out based from these approved prototype rooms	/	
62.	Rockpool Pelican Waters is a Project Trust Account (PTA) project and will be administered as such. Subcontractor to administer all sub, subcontractors with trust accounts for retention purposes	/	
Work by others			
63.			
64.			

2.2 General Requirements

- 1) Control and protection from silica dust generated from the subcontract works including but not limited to:
 - Hepa quality vacuum with a H or M class filter
 - Relevant staff to be face fit tested and to carry their fit test cards
 - Dust capture devices to be attached to all Grinders, Saws and Drills when dealing with silica dust
 - All staff with a fit test card must be clean shaven when required to wear their masks
- 2) The Subcontractor has made suitable labour allowance for the elimination of silica dust generated in the course of the subcontract works.
- 3) The Subcontractor has reviewed and confirms its tender/scope is fully confirming with the project documents including the Principal's Project Requirements (PPR).
- 4) The existing Rockpool Carseldine facility should be referred to as the Benchmark for scope, cost, finish and provision of supply items. Where any doubt, ambiguity or omission exists, or clarity is not clearly represented in the project documents or PPR the Carseldine facility should be referred to as the reference position to provide such clarity.
- 5) Allow for all traffic control for all works outside of site.
- 6) Allow for the supply of labelled samples.
- 7) Allow for the submission of shop drawings for review, two weeks from date of subcontract execution.
- 8) Set out of works in accordance with the drawings and or specifications from a Datum point or reference grids supplied by the Contractor.
- 9) Allow for all survey setout of the Subcontract Works.

- 10) Provide evidence that all survey equipment has been calibrated and a copy of the certificate issued to the Contractor.
- 11) Allow for staged deliveries of plant and material to meet the construction programme and coordinate material deliveries and movements with the Contractor.
- 12) Allow for progressive completion and defecting of installed works to meet the construction programme and as directed by the Contractor.
- 13) Allowance to complete a finished and defecting prototype unit in an accelerated programme.
- 14) Allow for all scaffolding necessary to undertake the works.
- 15) Allow for all access equipment necessary to undertake the works.
- 16) Allow for all horizontal movement of materials.
- 17) Allow for all safety signage and barricading required by law or legislation.
- 18) Allow for all propping, shoring and the like necessary to undertake the works.
- 19) Allow for all concrete cutting/core holing necessary to undertake the works.
- 20) Allow for all dust suppression necessary to undertake the works.
- 21) Complete system to be appropriately engineered to meet seismic requirements under the relevant codes and standards. The Subcontractor will provide a Form 15 and 16 (at the appropriate stages of construction) confirming compliance.
- 22) Provision of noise suppression to all plant and equipment likely to cause a nuisance to the general public. All equipment to be maintained in a first class condition at all times. Provide reversing beepers to all plant use on the Works.
- 23) The Subcontractor is aware of all logistical restrictions associated with the site and has made appropriate allowances for deliveries/loading.
- 24) Allow for the protection of all roads, streets, pavements, kerbs guttering and the like including rectification of any damage caused during the works.
- 25) Ensure that all footpaths and roadways around the site are fully maintained, continually cleaned and free of all demolished/excavated material, dust, dirt and mud arising from the use of the Subcontractors excavation plant. Keep demolished/excavated materials clear of all adjoining properties.
- 26) Allow to seal all penetrations to the equivalent fire, acoustic and/or pressurisation rating as the materials penetrated.
- 27) Provide the Contractor a current copy of all electrical equipment to be used on site including a copy of the testing certificate by a certified tester.
- 28) All plant and equipment to be used on site must be maintained to comply with the regulations and manufactures recommendations.
- 29) Workers are required to produce to the Contractor all relevant and current tickets and licences as required by government authorities prior to operating such plant and equipment on site.
- 30) The subcontractor will make allowance for overtime as required to meet the Contractors program
- 31) Allow for all statutory signage associated with the subcontract works.
- 32) Allow for all labelling.
- 33) Supply of spares.
- 34) Allow for provision of Form 16, certificates, warranties, operation/maintenance manuals and as built drawings and documentation upon completion of the works.

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- 35) Provide warranties as specified within the project documents. Where no warranties detailed the Subcontractor has deemed to allow for standard industry warranties.
- 36) The Subcontractor in consultation in consultation with the Contractor will formulate a training schedule prior to Practical Completion. Training of the Principal's nominated personnel will be undertaken by the Subcontractor.

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3. Tender Conditions

3.1. Documentation

- a) The Subcontractor shall base their tendered price upon the following documentation:-
 - The unamended McNab General Conditions of Subcontract.
 - The Scope of Works Document incorporating the tender conditions.
 - Drawings.
 - Specifications.
 - Addenda documentation issued during the tender period.
 - Special Conditions of Subcontract.
- b) The head contract, the General Conditions of Subcontract, and a full set of drawings and specifications are all available for inspection by appointment at the Contractor's head office.
- c) The Subcontractor's quotation will not form part of the Subcontract Agreement.
- d) The Subcontractor shall note that all Tender documents shall be read as complimentary documents and anything contained in one but not in another shall be equally binding and included within the Subcontractor's tender price.

3.2. Subcontractors Price

- a) The Subcontractor's lump sum tendered price shall be exclusive of GST and fixed for the duration of the Subcontract Agreement and shall not be subject to rise and fall.
- b) The Contractor is not bound to accept any Subcontract tender. A Subcontract tender is only deemed accepted if the Contractor executes a McNab Subcontract Agreement with the Subcontractor.
- c) The tender validity period is ninety days from the date of the closing of the tenders.
- d) The Subcontractor's price is deemed to include for all permits, tests, inspections, fees, statutory requirements, and any legislative requirements necessary to undertake the Subcontract works.
- e) The Subcontractor must give notice in writing at the time of tendering if its tender does not meet any requirements in the tender documentation.
- f) The Contractor may provide the Subcontractor with an estimated schedule of quantities or unpriced bill of quantities which may be used by the Subcontractor as a guide only to the extent of the Subcontract works.
- g) The Subcontractor agrees that if the Contractor provides the Subcontractor with an unpriced bill of quantity, then the Subcontractor shall price the bill of quantity in a format and to a level of detail satisfactory to the Contractor within 14 days of award of the Subcontract Agreement or prior to commencement on site of the Subcontract works.
- h) The Subcontractor may only amend quantities within the bill of quantity or add additional items if accepted by the Contractor in accordance with the Subcontract Agreement.
- i) The Subcontractor should be aware that any bill of quantity provided by the Contractor may not have been prepared from current project drawings or specifications and therefore may not accurately state quantities of work and may exclude sections of the Subcontract works associated with the Subcontract Agreement.
- j) The Contractor does not guarantee, warrant or make any representations as to the accuracy or completeness of any bill of quantity issued to the Subcontractor.

- k) The Subcontractor shall not be entitled to payment unless a priced bill of quantity has been submitted to the Contractor in accordance with the Subcontract Agreement which incorporates the Scope of Works document.
- l) A bill of quantity whether priced or unpriced will not form part of the Subcontract Agreement unless specified in McNab's Subcontract Schedule.
- m) A bill of quantity shall only be used at the Contractor's discretion to calculate the value of variations or the valuation of the Subcontractors progress claims.
- n) The rates contained in a priced bill of quantity which have been used to price a variation to the Subcontract Agreement, are deemed to be inclusive of all labour, plant, materials, preliminaries, the Subcontractor's on and off site overheads costs.

3.3. Licensing/Advertising/Media Releases

The Subcontractor must hold a current appropriate QBCC license to carry out the Subcontract works.

The Subcontractor shall not advertise or issue any information, publication, document or article for publication concerning the project in any media without the prior approval of the contractor, which approval shall not be unreasonably withheld.

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4. Special Conditions of Subcontract

SC1 Variations

Add the following to clause 24 of the General Conditions of Subcontract:

- (q) For the purposes of variation works (positive and negative) the labour rates below inclusive of onsite and offsite overheads, supervision, preliminaries, overtime and profit will remain fixed for the full duration of the project.

.....60...../hr Normal

.....120...../hr Time Half

.....140...../hr Base Time

- (r) For the purposes of variation works (positive and negative) onsite and off site overheads, supervision, preliminaries, overtime and profit are to be applied at 5% of the total material/subcontract costs.
- (s) Additional supervision/project management costs will only be granted where a variation results in an extension of time.
- (t) Administration of variations is not claimable as a variation.

5. Project Close Out Deliverables

5.1. Conditions of Deliverables

- a) The Subcontractor agrees to submit to the Contractor all deliverables on the Deliverables Table
- b) Deliveries must be received by the Contractor by: 2 months prior to Practical Completion.
- c) All deliverables must be provided in three (3) copies, in the format as specified in section 4 of this document. All deliverables must also be uploaded to Procore under the relevant section defined by the Contractor
- d) Deliverables must be approved by the Contractor prior to final payment being released, and is a condition precedent to achieving Practical Completion
- e) To support the deliverables:
 - The Contractor has prepared a Subcontractors deliverable pack, explaining each of the elements that are outlined in the below table
 - The Contractor has prepared a template that may be adopted to submit the Subcontractor's deliverables in a professional manner. This is available at the Subcontractor's request.
- f) In the event of building awareness training being a requirement for the Subcontractor's trade, appropriately skilled personnel must be made available to deliver Principal and end user training.
- g) Any certificate, warranty, guarantee or agreement must be made out in the Principal's name which is: Rockpool RAC Pelican Waters

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5.2. Deliverables Table

Deliverable Requirement	Specific Requirement	Document Reference
Samples	As defined in scope of work and specifications.	
Form 15 & 16	- A completed Form 16 (and form 15 where design work is undertaken) for all elements defined by the Building Certifiers checklist - Evidence of Competence to sign a Form 15 & 16	Building Certifiers Checklist
Deed Of Warranty	Executed with company director and company secretary	Deed of Warranty
Technical Data & Operation, Maintenance & Installation Manuals	O&M manuals including all deliverables in this table and: - Title, Table of contents - Names, addresses telephone numbers of your company - drawings & tech data - Summary of all equipment is to be provided with power, water, gas, thermal & service requirements - general description of the installation - systems description & performance - Baseline data to Australian Standard 1851 - Documentation to AS 1851 - Equipment Descriptions including - Names, addresses telephone numbers of suppliers - Schedules, system by system stating locations, duties, performance, date of manufacture, a cross-referenced diagrammatic drawing. - Technical literature - Product Certification - Test Reports - Balancing, commissioning results 7 Day record of all trends at commissioning - Emergency after hours contact details and call out fee policy	O&M template available on Procore
Guarantees and Warranties	Note: all certificates of warranty must include the following information: product name; serial number; duration of warranty; product description; location of installed component. Warranties to be registered in Clients name	
Maintenance Documentation	- Maintenance Procedures - Detailed manufacturers recommendations for periodic maintenance & procedures - Registration of equipment with manufacturers - Safe trouble shooting, disassembly, repair, re-assembly cleaning etc. procedures - Schedules of spares subject to wear or deterioration, including local supplier contacts and model numbers - Schedule of consumable supplies for 40,000 running hours, including lubrication schedules - Schedules for recording commissioning data - Instructions for use of tools and testing - Emergency procedures - Safety Data Sheets - Instructions and schedules to confirm to AS 1851, 3666.2, 3666.3, 3666.4 - Preventative Maintenance information - Maintenance records - Service records to AS1851 - Loose leaf log book pages for recording completion of activities, 100 pages or for the maintenance period + 12 months (whichever is greater) - Maintenance Agreements Required	
As Built Documentation	Suitable Red line mark-ups of installed work to be provided via Procore to enable Consultant to update drawings to as-constructed within a suitable amount of time. All drawings to be signed and dated + cad by subbie	All Referenced Drawings & Specifications

Deliverable Requirement	Specific Requirement	Document Reference
Commissioning Plan and Results	Including completion test results	
Inspection Test Plans (ITP's)	- Including all required referenced quality records - As Built drawings (Red line mark ups) to be provided at end of each ITP to close each item out.	
Tests and Results	Uploaded to Procore under "Submittals"	
Photographic evidence	To be completed as required to comply with Building Certifier, QFES, Consultant, Client or other invested stakeholder requirements.	
Tools & Spares	Tools & Spare parts (Due 8 weeks Prior to PC) - Schedule of tools, portable instruments, spare parts, necessary for maintenance and installation. Including: - Recommended quantity from manufacturers - Manufacturers price of spare parts - Checking receipt - packaging & delivery to site - Painting, greasing & packaging to prevent deterioration during storage - Reference to equipment schedules - Suitable means of identifying tools and instruments	
Keys & Record Books	A schedule of all required keys	
Building Awareness Training	- Have a qualified representative from your company attend on Building Awareness Training day and present your trades deliverables to the client, superintendent and end user in a simple yet detailed manner. - Provide a 1-2 page handout of training delivered during building awareness training (this is also to go into your deliverables package)	
Partial Handover/ Temporary Works	<i>Where materials are used that are not nominated in the design as per form 15, an RPEQ engineer must certify the use and or install of all materials to ensure they meet or exceed design requirements or an engineered edge protection system MUST be installed.</i>	Design Drawings, shop Drawings, Australian standards and relevant legislation

6. Schedule of Scope of Works Reference Documentation

1. Annexure 1 – Scope of Works
2. Annexure 2 – Specifications
3. Annexure 3 – Drawings
4. Annexure 4 – Subcontractor Health, Safety & Environmental Requirements
5. Annexure 5 – Trade Pre-commencement Meeting (HSE Expectations)
6. Annexure 6 – Tender Qualification Minutes
7. Annexure 7 – Subcontract Programme

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6.1. Subcontract Sum

The following breakdown are items included in the sub-contract sum

Item	Description	Unit	Rate
1.			
2.			
3.			
4.			
5.			

The following breakdown are items not included in the sub-contract sum, and do not form the scope of works, unless directed via official site instruction.

Item	Description	Unit	Rate
1.			
2.			

The following declared day works rates shall be used for assessment of claims and variations, and are inclusive of all overheads, prelims and profit.

Item	Description	Unit	Rate
1.			
2.			

6.2. Subcontractor Progress Claim Form

Attached overleaf is the standard template Progress Claim form. The subcontractor is required to submit each progress claim in the attached form in both paper copy and electronic copy to the postal and email addresses defined in the Subcontract Schedule.

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7. Interpretations and Definitions

In the interpretation of this Scope of Works document:-

- The word "Subcontractor" shall have the same meaning as the word Subcontractor and vice versa whether plural or singular.
- The word "McNab" shall have the same meaning as the word Contractor and vice versa whether plural or singular.

-end-



Annexure 2

Specifications

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
01 - Project Documents					
0101	Principal Project Requirements	0	7/4/22	1/11/21	20220407 - PPR Tender
02 - Architectural					
02001	Architectural Specification	0	7/4/22	6/12/21	20220407 - Architectural Spec
02002	Schedule 1 - External Finishes	1			20220420 - External Finishes
02003	Schedule 2 - General FFE	1			20220420 - General FFE
02004	Schedule 3 - Hydraulics FFE	1			20220420 - Hydraulic FFE
02005	Door Hardware Schedule	1			20220420 - Door Hardware Schedule
02006	Full Hardware Summary	1			20220420 - Full Hardware Summary
02007	Dulux Project Specification	1			20220420 - Dulux Project Report
02008	ID-SCH-002 - Finishes Schedule (Interior)	B	8/6/22	8/6/22	20220608 - Finishes Schedule Rev B
02009	ID-SCH-003 - Lighting Schedule	A			20220428-Lighting Schedule
03 - Structural					
0301	Masonry Performance Specification	A	7/4/22		20220407-Masonry Performance
0302	Structural Steelwork Performance Specification	A	7/4/22		20220407-Structural Steelwork Performance Specification
0303	Concrete Performance Specification	A	7/4/22		20220407-Concrete Performance Specification
04 - Civil					
04001	Geotechnical Report	1			20220420 - Geotech Report
04002	Piling Pad Design Report	1	13/5/22	13/5/22	20220513 - Piling Pad Design Report
05 - Hydraulics					
06 - Electrical					
06001	Electrical Return Brief	1	11/10/21	11/10/21	Electrical Return Brief
07 - Mechanical					
07001	Mechanical Services Specification	1	7/4/22	24/11/21	20220407- Mechanical Services D&C Specification
08 - Fire					
08001	Fire Services Return Brief	1	12/10/21	12/10/21	Fire Services Return Brief
08002	Fire Engineering Brief	1	20/5/22	20/5/22	20220520 - Fire Engineering Brief
09 - Vertical Transport					
09001	Vertical Transport Specification	2	7/4/22	24/11/21	20220407- Vertical Transport Specification
10 - Landscaping					
11 - Acoustics					
11001	Acoustic NCC Report	C	23/6/22	23/6/22	20220623 - Acoustic Specification
12 - Fire Engineering					

Number	Description	Revision	Issued Date	Received Date	Set
12001	Preliminary Fire Engineering Report	1	26/10/21	26/10/21	20211110 - Fire Engineering Report
12002	Fire Services Specification	1	7/4/22	1/9/21	20220407 - Fire Specification
13 - Building Certifier					
13001	Assessment Report	1	21/6/21	21/6/21	BCA Assessment Report
14 - Kitchen, Laundry & Waste					
14001	Laundry Equipment Specification	2	22/11/21	22/11/21	20220407 - Laundry Specification
14002	Waste Management Area Specification	2	22/11/21	22/11/21	20220407 - Waste Management Specification
14003	Foodservice Equipment Specification	2	22/11/21		20220407 - Food Specification
14004	Food Service Equipment Specification Addendum No. 2	0	27/7/22	27/7/22	20220727 - UFD Addendum no.2
15 - Nurse Call, Access Controls & CCTV					
16 - Maintenance and Operations - Road Reserve					
1603	Road Reserve Maintenance Plan (RMP)	0	7/4/22	1/9/21	20220407 - Fire Specification
17 - Survey					
17001	SURFACE RLS LOTS 89-91 STAGE 4 PELICAN WATERS	1			20220420 - Survey Details
17002	Easement Schedule	1			20220420 - Survey Details
17003	LOTS 90 on SP316217	1			20220420 - Survey Details
17004	Registration Confirmation Statement	1			20220420 - Survey Details
17005	SP316217 Registered Plan	1			20220420 - Survey Details
18 - NCC Section J					
18001	NCC Section J Report	1	10/6/22	10/6/22	20220620 - Section J Report

Annexure 3

Drawings

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
20-12-A-1.00	Cover Sheet	1			20220407 - Architectural Tender Set
20-12-A-1.01	Locality Plan	6			20220407 - Architectural Tender Set
20-12-A-1.02	Site Plan	8			20220407 - Architectural Tender Set
20-12-A-1.05	External Works Setout Plan	1			20220407 - Architectural Tender Set
20-12-A-1.20	Overall Ground Floor Plan	10	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-1.21	Overall L1 Floor Plan	8			20220407 - Architectural Tender Set
20-12-A-1.22	Overall L2 Floor Plan	8			20220407 - Architectural Tender Set
20-12-A-1.23	Overall L3-5 Typical Floor Plan	8			20220407 - Architectural Tender Set
20-12-A-1.30	Ground - Compartmentation	8			20220407 - Architectural Tender Set
20-12-A-1.31	L1 & L2 - Compartmentation	8			20220407 - Architectural Tender Set
20-12-A-1.32	L3 & L4 - Compartmentation	8			20220407 - Architectural Tender Set
20-12-A-1.33	L5 Compartmentation	8			20220407 - Architectural Tender Set
20-12-A-2.01	Ground Floor - Main	12	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-2.02	Ground Floor - South	11	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.03	L1 -Main	10	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.04	L1 -South	10	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.05	L2 -Main	10	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.06	L2 - South	10	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.07	L3 - Main	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.08	L3 -South	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.09	L4 -Main	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.10	L4 - South	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.11	L5 -Main	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-2.12	L5 - South	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
20-12-A-2.13	Roof - Main	10	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-2.14	Roof - South	8	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-3.01	Elevations - Sheet 1	10	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-3.02	Elevations - Sheet 2	11	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-3.03	Elevations - Sheet 3	10	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-3.04	Elevations - Sheet 4	9	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-3.05	Elevations - Sheet 5	9	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-4.01	Sections - Sheet 1	3			20220407 - Architectural Tender Set
20-12-A-4.02	Sections - Sheet 2	3			20220407 - Architectural Tender Set
20-12-A-4.03	Sections - Sheet 3	3			20220407 - Architectural Tender Set
20-12-A-5.01	RCP - Ground - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.02	RCP - Ground - Pt2	7			20220407 - Architectural Tender Set
20-12-A-5.03	RCP L1 - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.04	RCP L1 - Pt2	7			20220407 - Architectural Tender Set
20-12-A-5.05	RCP L2 - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.06	RCP L2 - Pt2	7			20220407 - Architectural Tender Set
20-12-A-5.07	RCP L3 - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.08	RCP L3 - Pt2	7			20220407 - Architectural Tender Set
20-12-A-5.09	RCP L4 - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.10	RCP L4 - Pt2	7			20220407 - Architectural Tender Set
20-12-A-5.11	RCP L5 - Pt1	7			20220407 - Architectural Tender Set
20-12-A-5.12	RCP L5 - Pt2	7			20220407 - Architectural Tender Set
20-12-A-6.01	Slab Plan - GF Main	6	25/7/2022	22/7/2022	20220722 - Updated Architectural (25/7/22)
20-12-A-6.02	Slab Plan - GF South	6	25/7/2022	22/7/2022	20220722 - Updated Architectural (25/7/22)
20-12-A-6.03	Slab Plan - L1 Main	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.04	Slab Plan - L1 South	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.05	Slab Plan - L2 Main	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.06	Slab Plan - L2 South	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.07	Slab Plan -L3 Main	4	1/6/2022	1/6/2022	20220601 - Architectural Updated

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					Drawings (1/6/22)
20-12-A-6.08	Slab Plan - L3 South	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.09	Slab Plan -L4 Main	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.10	Slab Plan - L4 South	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.11	Slab Plan -L5 Main	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.12	Slab Plan - L5 South	4	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-6.20	Wall Types	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.21	Framing Plan -GF Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.22	Framing Plan -GF South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.23	Framing Plan -L1 Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.24	Framing Plan -L1 South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.25	Framing Plan - L2 Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.26	Framing Plan - L2 South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.27	Framing Plan -L3 Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.28	Framing Plan - L3 South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.29	Framing Plan -L4 Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.30	Framing Plan - L4 South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.31	Framing Plan -L5 Main	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.32	Framing Plan - L5 South	2	13/7/2022	13/7/2022	20220713 Architectural Set (13/7/22)
20-12-A-6.41	Floor Finishes Plan -GF	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-6.42	Floor Finishes Plan -L1	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-6.43	Floor Finishes Plan -L2	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-6.44	Floor Finishes Plan - L3	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
20-12-A-6.45	Floor Finishes Plan -L4	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-6.46	Floor Finishes Plan -L5	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-6.51	FFE Plan -GF	1			20220407 - Architectural Tender Set
20-12-A-6.52	FFE Plan -L1	1			20220407 - Architectural Tender Set
20-12-A-6.53	FFE Plan -L2	1			20220407 - Architectural Tender Set
20-12-A-6.54	FFE Plan -L3	1			20220407 - Architectural Tender Set
20-12-A-6.55	FFE Plan -L4	1			20220407 - Architectural Tender Set
20-12-A-6.56	FFE Plan -L5	1			20220407 - Architectural Tender Set
20-12-A-7.10	Window Schedule	3			20220407 - Architectural Tender Set
20-12-A-7.11	Glazed Wall Setouts 1	3			20220407 - Architectural Tender Set
20-12-A-7.12	Glazed Wall Setouts 2	3			20220407 - Architectural Tender Set
20-12-A-7.13	Glazed Wall Setouts 3	3			20220407 - Architectural Tender Set
20-12-A-7.20	Door Schedule	3			20220407 - Architectural Tender Set
20-12-A-7.21	Drawn Glass Door Schedule	3			20220407 - Architectural Tender Set
20-12-A-7.30	Gate Schedule, Fence and Balustrade Details	1			20220407 - Architectural Tender Set
20-12-A-8.01	Stair 1 -Details	3			20220407 - Architectural Tender Set
20-12-A-8.02	Stair 2 -Details	4	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-8.03	Stair 3 - Details	3			20220407 - Architectural Tender Set
20-12-A-8.04	Conceptual Lift Details	2	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)
20-12-A-8.10	Batten Screen Arrangements - 1	1			20220407 - Architectural Tender Set
20-12-A-8.11	Batten Screen Arrangements - 2	1			20220407 - Architectural Tender Set
20-12-A-8.12	Batten Screen Arrangements - 3	1			20220407 - Architectural Tender Set
20-12-A-8.13	Batten Screen Arrangements - 4	1			20220407 - Architectural Tender Set
20-12-A-8.14	Batten Screen Arrangements - 5	1			20220407 - Architectural Tender Set
20-12-A-8.15	Pergola Details 1	1			20220407 - Architectural Tender Set
20-12-A-8.16	Window and Door Hoods	1			20220407 - Architectural Tender Set
20-12-A-8.17	Transformer, Western Hardscape and Fire Place	1			20220407 - Architectural Tender Set
20-12-A-8.18	Wanderers Deck Arrangement	1			20220407 - Architectural Tender Set
20-12-A-8.25	External Business Identification Signage	1			20220407 - Architectural Tender Set
20-12-A-8.30	Porte Cochere Conceptual Details 1	1			20220407 - Architectural Tender Set
20-12-A-9.01	Construction Details 1	2	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-9.02	Construction Details 2	2	1/6/2022	1/6/2022	20220601 - Architectural Updated Drawings (1/6/22)
20-12-A-9.03	Construction Detail 3	3	1/7/2022	30/6/2022	20220701 - Updated Architectural (1/7/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
20-12-A-9.20	Standard Door Details	1			20220407 - Architectural Tender Set
20-12-A-10.01	Resident Room Type T1	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.02	Resident Room Type T2	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.03	Resident Room Type S1	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.04	Resident Room Type S2	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.10	Nurse, Treatment L2-5	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.12	Nurse Treatment L1	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.13	Pan, AWC, Bath and Comms	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.14	Pan Elevations, Chute Rooms GF	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.15	AWC and Cleaners	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.16	Corridor Amenities	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.17	Servery	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.20	Reception	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.21	Hair Salon and AWC	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.22	Hair Salon Elevations	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.23	Staff Kitchenette	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12 - A-10.24	Staff Ablutions	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.30	Kitchen and Cafe	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.32	Laundry	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.33	Bin Room	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.34	Cleaners Ground	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.35	Visitors WC - Ground	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.36	Interview and Private Dining	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
20-12-A-10.37	Consultant and Dental	7	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.42	Cafe and Kitch. Elevations	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-10.43	Lounge Screens	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.01	Ensuite Plan	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.02	Ensuite Elevations	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.10	Bedhead Details	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.11	Robe Details	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.12	Desk / Shelf Detail	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.13	Typ. Kitchenette Detail	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.14	Bedside Table Sketch	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11.15	Type S2 - Kitchenette Details	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
20-12-A-11-16	S2 - Desk/TV	2	8/6/2022	1/6/2022	20220608 - Updated Architectural (8/6/22)
Civil					
21033-C-0.01	COVER SHEET AND LOCALITY PLAN	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-0.02	GENERAL NOTES	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-1.01	EROSION AND SEDIMENT CONTROL DETAILS	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-1.02	EROSION AND SEDIMENT CONTROL PLAN	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-2.01	BULK EARTHWORKS LAYOUT PLAN	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-3.00	SITEWORKS PLAN	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-3.01	SITEWORKS PLAN SHEET 1 OF 4	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-3.02	SITEWORKS PLAN SHEET 2 OF 4	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-3.03	SITEWORKS PLAN SHEET 3 OF 4	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-3.04	SITEWORKS PLAN SHEET 4 OF 4	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
21033-C-4.00	STORMWATER DRAINAGE PLAN	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-4.05	SPEL BASIN LAYOUT	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-4.10	BIO RETENTION BASIN LAYOUT	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-4.20	STORMWATER LONG SECTION SHEET 1	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-4.21	STORMWATER LONG SECTION SHEET 2	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-6.01	CIVIL DETAILS SHEET 1 OF 2	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
21033-C-6.02	CIVIL DETAILS SHEET 2 OF 2	1	24/6/2022	23/6/2022	20220623 - Civil Amendment (24/6/22)
Civil - Piling					
1	Wagstaff Piling Design	1	1/6/2022	1/6/2022	20220701 - Piling (1/6/22)
Civil - SPEL					
SP22-SB25120-P	MODULAR WETLAND SYSTEM 2.0 MWS-L-4-21 - 10 LPS GENERAL ARRANGEMENT	2	10/5/2022	9/5/2022	20220510 - Spel Drawings (10/5/22)
SP22-SB25130-P	MODULAR WETLAND SYSTEM 2.0 MWS-L-4-21 - 10 LPS GENERAL ARRANGEMENT	2	10/5/2022	9/5/2022	20220510 - Spel Drawings (10/5/22)
Electrical					
E-000	COVER PAGE	1	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-001	LEGEND AND NOTES	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-100	SITE PLAN	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-200	GROUND FLOOR - PART 1 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-201	GROUND FLOOR - PART 2 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-210	LEVEL 1 - PART 1 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-211	LEVEL 1 - PART 2 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-220	TYPICAL 2-5 - PART 1 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-221	TYPICAL 2-5 - PART 2 POWER & COMMUNICATIONS LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-223	ROOF - SOLAR PANEL LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-300	GROUND FLOOR - PART 1 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-301	GROUND FLOOR - PART 2 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E-310	LEVEL 1 - PART 1 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-311	LEVEL 1 - PART 2 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-320	TYPICAL 2-5 - PART 1 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-321	TYPICAL 2-5 - PART 2 LIGHTING LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-400	TYPICAL RESIDENT ROOM LAYOUT	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-410	KITCHEN, CAFE, SCULLERY AND SERVERY POWER & COMMS DETAILS	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-500	SCHEMATICS - SHEET 1	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-501	SCHEMATICS - SHEET 2	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-502	SCHEMATICS - SHEET 3	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
E-503	SCHEMATICS - SHEET 4	2	23/11/2021	23/11/2021	20211202 - Drawings for Tender (2/12/21)
Electrical - Monteur					
E01	ELECTRICAL SERVICES LEGEND AND NOTES	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E02	ELECTRICAL SERVICES SITE PLAN	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E03	ELECTRICAL SERVICES GROUND FLOOR PART 1 POWER & COMMUNICATIONS LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E04	ELECTRICAL SERVICES GROUND FLOOR PART 2 POWER & COMMUNICATIONS LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E05	ELECTRICAL SERVICES GROUND FLOOR PART 1 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E06	ELECTRICAL SERVICES GROUND FLOOR PART 2 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E07	ELECTRICAL SERVICES LEVEL 1 - PART 1 POWER & COMMUNICATIONS LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E08	ELECTRICAL SERVICES LEVEL 1 - PART 2 POWER & COMMUNICATIONS LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E09	ELECTRICAL SERVICES LEVEL 1 PART 1 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E10	ELECTRICAL SERVICES LEVEL 1 PART 2 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E11	ELECTRICAL SERVICES TYPICAL 2-5 PART 1 POWER & COMMUNICATION LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E12	ELECTRICAL SERVICES TYPICAL 2-5 PART 2 POWER & COMMUNICATIONS LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E13	ELECTRICAL SERVICES TYPICAL 2-5 PART 1 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E14	ELECTRICAL SERVICES TYPICAL 2-5 PART 2 LIGHTING LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E15	ELECTRICAL SERVICES ROOF PLAN SOLAR PANEL LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E16	ELECTRICAL SERVICES TYPICAL RESIDENT ROOM LAYOUT	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E17	ELECTRICAL SERVICES KITCHEN, CAFE, SCULLERY & SERVERY POWER & COMMS DETAILS	P1	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
E18	ELECTRICAL SERVICES SCHEMATIC SHEET 1	AC	29/7/2022	29/7/2022	20220729 - Monteur Electrical Drawings (29/7/22)
Fire Protection - Fire Boar					
FS00	COVERSHEET, LEGEND & NOTES	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS01	SPRINKLER LAYOUT - GROUND LEVEL	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS01-01	FIRE PROTECTION SERVICES GROUND LEVEL - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-02	FIRE PROTECTION SERVICES GROUND LEVEL - PART 2 DRY FIRE	A	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-03	FIRE PROTECTION SERVICES LEVEL 1 - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-04	FIRE PROTECTION SERVICES LEVEL 1 - PART 2 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-05	FIRE PROTECTION SERVICES LEVEL 2 - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-06	FIRE PROTECTION SERVICES LEVEL 2 - PART 2 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-07	FIRE PROTECTION SERVICES LEVEL 3 - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-08	FIRE PROTECTION SERVICES LEVEL 3 - PART 2 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-09	FIRE PROTECTION SERVICES LEVEL 4 - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-10	FIRE PROTECTION SERVICES LEVEL 4 - PART 2 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-11	FIRE PROTECTION SERVICES LEVEL 5 - PART 1 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS01-12	FIRE PROTECTION SERVICES LEVEL 5 - PART 2 DRY FIRE	B	25/7/2022	25/7/2022	20220725 - Dry Fire (25/7/22)
FS02	SPRINKLER LAYOUT - LEVEL 1	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS03	SPRINKLER LAYOUT - LEVEL 2	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS04	SPRINKLER LAYOUT - LEVEL 3	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS05	SPRINKLER LAYOUT - LEVEL 4	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS06	SPRINKLER LAYOUT - LEVEL 5	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
FS07	SYSTEM SCHEMATIC	P1	25/7/2022	25/7/2022	20220725 - Wet Fire (25/7/22)
Hydraulics - DYFA					
H-1.01	COVER SHEET AND DRAWING SCHEDULE	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H-1.02	NOTES & LEGEND	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -1.03	DRAWING BREAKUP KEY PLAN	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.01	GROUND LEVEL FLOOR PLAN PART A - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H-2.02	GROUND LEVEL FLOOR PLAN PART B - WATER & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.03	GROUND LEVEL FLOOR PLAN PART C - WATER & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
H -2.04	GROUND LEVEL FLOOR PLAN PART D - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.05	LEVEL 1 FLOOR PLAN PART A - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.06	LEVEL 1 FLOOR PLAN PART B - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.07	LEVEL 2 FLOOR PLAN PART A - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.08	LEVEL 2 FLOOR PLAN PART B - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.09	TYPICAL LEVELS 3-5 FLOOR PLAN - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.10	TYPICAL LEVELS 3-5 FLOOR PLAN - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -2.11	ROOF PLAN PART A - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H-2.12	ROOF PLAN PART B - PLUMBING & DRAINAGE LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.01	GROUND LEVEL FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.02	GROUND LEVEL FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.03	GROUND LEVEL FLOOR PLAN PART C - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.04	GROUND LEVEL FLOOR PLAN PART D - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.05	LEVEL 1 FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.06	LEVEL 1 FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.07	LEVEL 2 FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.08	LEVEL 2 FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.09	LEVEL 3 FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.10	LEVELS 3 FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.11	LEVEL 4 FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.12	LEVEL 4 FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.13	LEVEL 5 FLOOR PLAN PART A - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -3.14	LEVEL 5 FLOOR PLAN PART B - WATER LAYOUT	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -4.01	SANITARY DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -4.02	SANITARY DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -4.03	SANITARY DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -5.01	COLD WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -5.02	COLD WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -5.03	COLD WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -5.04	COLD WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -6.01	HOT WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -6.02	HOT WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -6.03	HOT WATER DIAGRAMMATICS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -7.01	FIRE HYDRANT DIAGRAMMATIC	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
H -8.01	DETAILS	A	22/7/2022	22/7/2022	220722 Hydraulic SCC Set (22/7/22)
Interior Design					
ID-GL-0.01	GROUND LEVEL- GENERAL ARRANGEMENT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
ID-GL-1.01	GROUND LEVEL - FOYER - GENERAL ARRANGEMENT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.02	GROUND LEVEL - FOYER - FLOOR FINISHES	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.03	GROUND LEVEL - FOYER - FF&E LAYOUT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.04	GROUND LEVEL - FOYER - RCP	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.05	GROUND LEVEL - FOYER - LIGHTING	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.11	GROUND LEVEL - FOYER - ELEVATION	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.12	GROUND LEVEL - FOYER - ELEVATION	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.13	GROUND LEVEL - FOYER - ELEVATION	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.20	GROUND LEVEL - FOYER - CONCEPT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-1.21	GROUND LEVEL - FOYER - CONCEPT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-2.01	GROUND LEVEL FOYER GENERAL ARRANGEMENT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-2.02	GROUND LEVEL - HAIR SALON - FLOOR FINISHES	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-2.10	GROUND LEVEL FOYER GENERAL ARRANGEMENT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-2.20	GROUND LEVEL - HAIR SALON - CONCEPT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-3.01	GROUND LEVEL - CAFE - GENERAL ARRANGEMENT	S2	28/4/2022	28/4/2022	20220428- Drawing Numbers Correction (28/4/22)
ID-GL-3.02	GROUND LEVEL - HAIR SALON - FLOOR FINISHES	S2	28/4/2022	28/4/2022	20220428- Drawing Numbers Correction (28/4/22)
ID-GL-3.05	GROUND LEVEL - CAFE - LIGHTING	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-3.10	GROUND LEVEL -CAFE - ELEVATION	S2	28/4/2022	28/4/2022	20220428- Drawing Numbers Correction (28/4/22)
ID-GL-3.20	GROUND LEVEL - CAFE - CONCEPT	S2	27/4/2022	27/4/2022	20220427-Interior Design Renumbering (27/4/22)
ID-GL-4.20	GROUND LEVEL - TERRACE - CONCEPT	S2	28/4/2022	28/4/2022	20220428- Drawing Numbers Correction (28/4/22)
ID-GL-5.20	GROUND LEVEL - OTHER - CONCEPT	S1	22/11/2021		20220407 - Interior Design (7/4/22)
Kitchen, Laundry & Waste					
UFD-0732-C-100	Cafe Cover Page	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
UFD-0732-C-101	Cafe - Floor Plan & Equipment Schedule	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-C-201	Cafe - Elevations & Section Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-C-301	Cafe - Electrical & Hydraulic Services Layouts	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-100	Kitchen Cover Page	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-101	Main Kitchen - Floor Plan, Equipment Schedule & Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-201	Main Kitchen - Elevation Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-202	Main Kitchen - Elevation & Section Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-203	Main Kitchen - Standard Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-301	Main Kitchen - Electrical & Hydraulic Services Layouts	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-401	Main Kitchen - Exhaust Hood Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-K-402	Main Kitchen - Refrigeration Schematic Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-L-100	Laundry Cover Page	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-L-101	Laundry - Floor Plan & Equipment Schedule	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-L-201	Laundry - Elevations & Section Details	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-L-301	Laundry - Electrical & Hydraulic Services Layouts	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-L-401	Laundry - Equipment Data Sheets	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-S-100	Cover Page	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-101	L1 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-102	L2 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-103	L3 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-104	L4 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-105	L5 Double Sided Servery - Floor Plan, Equipment Schedule & Section Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-201	L1 Double Sided Servery - Elevation Details	B	7/4/2022		20220407 - Kitchen, Laundry &

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					waste tender set (7/4/22)
UFD-0732-S-202	L2 Double Sided Servery - Elevation Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-203	L3 Double Sided Servery - Elevation Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-204	L4 Double Sided Servery - Elevation Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-205	L5 Double Sided Servery - Elevation Details	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-301	L1 Double Sided Servery - Electrical & Hydraulic Services Layouts	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-302	L2 Double Sided Servery - Electrical & Hydraulic Services Layouts	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-303	L3 Double Sided Servery - Electrical & Hydraulic Services Layouts	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-304	L4 Double Sided Servery - Electrical & Hydraulic Services Layouts	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-S-305	L5 Double Sided Servery - Electrical & Hydraulic Services Layouts	B	7/4/2022		20220407 - Kitchen, Laundry & waste tender set (7/4/22)
UFD-0732-W-100	Waste Management Cover Page	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-W-101	Waste Management - Floor Plan & Equipment Schedule	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
UFD-0732-W-301	Waste Management - Electrical & Hydraulic Services Layouts	A	22/11/2021	22/11/2021	20211203 - Tender Kitchen Laundry Waste (22/11/21)
Landscaping					
21033-L-00	SITE PLAN & DRAWING INDEX	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-01	SURFACE TREATMENT PLAN - SHEET 1 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-02	SURFACE TREATMENT PLAN - SHEET 2 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-03	SURFACE TREATMENT PLAN - SHEET 3 OF 4	5	25/5/2022	25/5/2022	20220527 - Landscaping updated flag poles (1/6/22)
21033-L-04	SURFACE TREATMENT PLAN - SHEET 4 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-05	PLANTING PLAN - SHEET 1 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-06	PLANTING PLAN - SHEET 2 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-07	PLANTING PLAN - SHEET 3 OF 4	5	25/5/2022	25/5/2022	20220527 - Landscaping updated flag poles (1/6/22)
21033-L-08	PLANTING PLAN - SHEET 4 OF 4	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
21033-L-09	PLANTING PLAN - LEVEL 1	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-10	TRELLIS STRUCTURE DETAILS	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-11	WATER FEATURE AND EDGING DETAILS	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-12	GENERAL PLANTING PLAN DETAILS	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-13	GENERAL PLANTING PLAN NOTE AND SCHEDULE	3	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-14	MAINTENANCE PLAN - SHEET 1 OF 2	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
21033-L-15	MAINTENANCE PLAN - SHEET 2 OF 2	2	25/11/2021	2/12/2021	20211202 - Landscape Tender Set (2/12/21)
Mechanical					
M-001	COVER PAGE	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-002	LEGEND AND NOTES	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-010	DETAILS - SEISMIC	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-100	GROUND FLOOR - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-101	GROUND FLOOR - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-102	LEVEL 1 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-103	LEVEL 1 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-104	LEVEL 2 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-105	LEVEL 2 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-106	LEVEL 3 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-107	LEVEL 3 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-108	LEVEL 4 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-109	LEVEL 4 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-110	LEVEL 5 - PART 1 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
M-111	LEVEL 5 - PART 2 AIR CONDITIONING AND VENTILATION LAYOUT	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M-112	ROOF PLAN	2	23/11/2021	2/12/2021	20211202 - Mech Drawings for Tender
Nurse Call					
20-12-Sk-3	Ground	0	6/4/2022		20220406 - Nurse Call Tender Set (6/4/22)
20-12-Sk-4	Level 1 -MSU	0	6/4/2022		20220406 - Nurse Call Tender Set (6/4/22)
20-12-Sk-5	Typical Level	0	6/4/2022		20220406 - Nurse Call Tender Set (6/4/22)
Structural					
S-00.01	STRUCTURAL COVER SHEET	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.01	STRUCTURAL GENERAL NOTES SHEET 1	C	8/6/2022	7/6/2022	20220608 - Revised Structural IFC (8/6/22)
S-01.02	STRUCTURAL GENERAL NOTES SHEET 2	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.20	STRUCTURAL STANDARD DETAILS FOUNDATIONS	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.21	STRUCTURAL PILE/PIER DETAILS	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.30	STRUCTURAL STANDARD DETAILS - COLUMN DETAIL	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.40	STRUCTURAL STANDARD DETAILS MASONRY WALLS - SHEET 1	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.41	STRUCTURAL STANDARD DETAILS MASONRY WALLS - SHEET 2	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-01.50	STRUCTURAL STANDARD DETAILS RETAINING WALLS	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.60	STRUCTURAL STANDARD DETAILS - SOG JOINT DETAILS & SEALANTS	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.61	STRUCTURAL STANDARD DETAILS - SOG DETAILS & RE-ENTRANT DETAILS	B	6/6/2022	4/6/2022	20220604 - Revised IFC Structural (6/6/22)
S-01.62	STRUCTURAL STANDARD DETAILS SUSPENDED SLAB	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-01.63	STRUCTURAL STANDARD DETAILS - CONCRETE BEAM	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.70	STRUCTURAL STANDARD DETAILS CONCRETE STAIRS	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.80	STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 1	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.81	STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 2	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-01.82	STRUCTURAL STANDARD DETAIL STEELWORK - SHEET 3	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S-02.00	STRUCTURAL SITE PLAN	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-02.01	STRUCTURAL FOOTING PLAN - MAIN	D	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-02.02	STRUCTURAL FOOTING PLAN - SOUTH	D	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-02.03	STRUCTURAL PILE CAP DETAILS	B	8/6/2022	7/6/2022	20220608 - Revised Structural IFC (8/6/22)
S-03.01	STRUCTURAL GROUND FLOOR GENERAL ARRANGEMENT PLAN - MAIN ZONE	D	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-03.02	STRUCTURAL GROUND FLOOR GENERAL ARRANGEMENT PLAN - SOUTH ZONE	D	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-03.10	STRUCTURAL GROUND FLOOR SECTIONS AND DETAILS	B	8/6/2022	7/6/2022	20220608 - Revised Structural IFC (8/6/22)
S-04.01	STRUCTURAL LEVEL 1 GENERAL ARRANGEMENT PLAN - MAIN ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-04.02	STRUCTURAL LEVEL 1 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-04.11	STRUCTURAL LEVEL 1 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-04.12	STRUCTURAL LEVEL 1 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-04.21	STRUCTURAL LEVEL 1 TOP REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-04.22	STRUCTURAL LEVEL 1 TOP REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-04.31	STRUCTURAL PORTE COCHERE ROOF FRAMING PLANS	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-04.51	STRUCTURAL LEVEL 1 SECTIONS AND DETAILS	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.01	STRUCTURAL LEVEL 2 GENERAL ARRANGEMENT PLAN - MAIN ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-05.02	STRUCTURAL LEVEL 2 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-05.11	STRUCTURAL LEVEL 2 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.12	STRUCTURAL LEVEL 2 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.21	STRUCTURAL LEVEL 2 TOP REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.22	STRUCTURAL LEVEL 2 TOP REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.31	STRUCTURAL WANDERERS DECK ROOF FRAMING	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-05.51	STRUCTURAL LEVEL 2 SECTIONS AND DETAILS	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					4/22)
S-06.01	STRUCTURAL LEVEL 3-5 GENERAL ARRANGEMENT PLAN - MAIN ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-06.02	STRUCTURAL LEVEL 3-5 GENERAL ARRANGEMENT PLAN - SOUTH ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-06.11	STRUCTURAL LEVELS 3-5 BOTTOM REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-06.12	STRUCTURAL LEVELS 3-5 BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-06.21	STRUCTURAL LEVELS 3-5 TOP REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-06.22	STRUCTURAL LEVELS 3-5 TOP REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-09.01	STRUCTURAL ROOF GENERAL ARRANGEMENT PLAN - MAIN ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-09.02	STRUCTURAL ROOF GENERAL ARRANGEMENT PLAN - SOUTH ZONE	B	1/7/2022	1/7/2022	20220701 - Revised IFC Structural (1/7/22)
S-09.11	STRUCTURAL ROOF BOTTOM REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-09.12	STRUCTURAL ROOF BOTTOM REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-09.21	STRUCTURAL ROOF TOP REINFORCEMENT PLAN - MAIN ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
S-09.22	STRUCTURAL ROOF TOP REINFORCEMENT PLAN - SOUTH ZONE	A	6/4/2022		20220406 - Structural Tender Set (6/4/22)
Structural - Crane Base Design					
S01	General Notes & Crane Elevation	B	1/7/2022	30/6/2022	20220701 - Crane Base Design Rev B (1/7/22)
S02	Crane Footing Plan	B	1/7/2022	30/6/2022	20220701 - Crane Base Design Rev B (1/7/22)
S03	Crane Footing Section	B	1/7/2022	30/6/2022	20220701 - Crane Base Design Rev B (1/7/22)
S04	Crane Radius Plan & Hold Down Bolt Details	B	1/7/2022	30/6/2022	20220701 - Crane Base Design Rev B (1/7/22)
Vertical Transport - Kone					
0-L1 & L2-020-G-1	General Drawing	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-A-1-1	Layout For Authority Approval	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-A-1-2	Layout For Authority Approval	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-B-1-1	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-B-1-2	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(1/8/22)
L1 & L2-020-B-1-3	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-B-3-1	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-B-3-2	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-B-3-3	Layout For Builder	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-I-1-1	Installation Layout	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-I-1-2	Installation Layout	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-I-1-3	Installation Layout	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-M-1-1	Car Interior Drawing	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-M-1-2	Car Interior Drawing	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-S-1-1	Signalization Drawing	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)
L1 & L2-020-S-1-2	Signalization Drawing	A	1/8/2022	6/6/2022	220220801 - KONE Shop Drawings A (1/8/22)

Annexure 4

Subcontractor Health, Safety & Environmental Requirements

Subcontractor Health, Safety & Environmental Requirements

For

21033 – Rockpool Pelican Waters

Lot 90 Spitfire Banks Dr, Pelican Waters, QLD 4551

AR Coastal Scaffolding Pty Ltd

17 Alfriston Drive, Buderim, QLD 4556

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1 INTRODUCTION

This document should be reviewed with your nominated site representative responsible for directly overseeing and supervising your works onsite, the nominated site representative is responsible for communicating its contents and will be accountable for enforcing HSE compliance and performance of those workers under their authority, whilst on a McNab construction project.

If you employ or engage additional subcontractors to perform works on your behalf for the project, they must also review this document and comply with all HSE requirements.

This document has been developed to assist subcontractors to meet McNab's Health Safety and Environmental (HSE) requirements whilst working on a McNab Construction workplace. The Subcontractor engaged to perform work on McNab project sites is required to comply with all relevant statutory Acts, Regulations and Codes of Practice along with Australian Standards.

The Subcontractor must also comply with McNab policies, procedures, Health and Safety Management Plans, Environmental Management plans and other McNab management system requirements as specified in their contract/agreement and observe any instructions on health, safety and environment given by members of the McNab Project Management Team

2 PURPOSE

All subcontractors hold obligations to all stakeholders onsite to ensure that those performing work activities have a working knowledge of the health, safety and environmental legislative and other legal requirements.

Subcontractors and their employees have a range of legislative obligations. This document has been developed to assist compliance with these obligations. If any assistance is required in developing or supplementing compliant HSE documentation, please contact McNab.

Subcontractors who perform work for McNab must do so in a manner which protects the safety of themselves, their employees, and other site workers, members of the public, and property and the environment.

These HSE Requirements are not exhaustive but generally cover McNab's Workplace Health, Safety and Environmental requirements for subcontractors, their employees and those who they may engage to perform work on a McNab construction project. The document is also intended to support all previous information contained in any tender or contract documentation.

3 SCOPE OF WORKS

A brief description of the scope of work associated with the contract should be documented within Annexure 1 – Scope of works. The description should be sufficiently detailed to provide persons unfamiliar with the contract, with an overview of the type of work being carried out and under what conditions.

The scope of work should include as a minimum the following details:

- Summary of major activities and types of work to be performed;
- List of tasks or specialist procedures that may require detailed HSE work procedures and training (where applicable);

- List areas of contract requiring special consideration from a HSE perspective e.g. public protection, traffic management, work restrictions (work times, confined spaces), exposure to hazards (noise, dust, working at heights), commissioning; and
- Any secondary subcontractors that may be engaged during the course of the work activity.

4 RISK ASSESSMENT

Risk Assessment is an integral part of HSE Management and involves the following processes:

- Identification of hazards associated with contract activities,
- Determine the level of risk,
- Assessment of the likelihood and consequence of the risk,
- Determine the risk controls to be implemented,
- Establishment of appropriate risk control measures; and
- Review of risk control measures to ensure they are working as planned.

The Subcontractor is required to risk assess their scope of works for the Construction Workplace. Additional risk assessments shall be undertaken during the course of the contract as required (i.e. work undertaken by subcontractors / variations to the contract).

Each major or significant task or activity associated with the contract shall be assessed in terms of the associated hazards. When all hazards have been identified the most likely outcome as a result of an incident shall be determined.

A primary goal shall be to eliminate risks associated with the contract and should be a major focus of the Risk Assessment. Subcontractors should detail risk control measures which adequately address all identified risks. When determining risk control strategies, the hierarchy of controls must be considered.

Where SWMS, or equivalent, safe work procedures or instructions are developed to mitigate and communicate tasks, risks and controls, they must clearly spell out the work sequence, highlighting the procedures required to adequately control each risk identified in the risk assessment. All employees involved in the activity shall receive appropriate training in the safe work methodology.

5 CONTROL OF HSE RISK

All risks identified through the assessment process are to be controlled. The options for control measures differ between occupational health and safety and the environment.

The extent of controls and their physical characteristics for occupational health and safety is based on the Hierarchy of Controls outlined in Figure 1 below. Elimination of risks is the primary objective of this process.

Before a control(s) is selected, it is important to apply the Hierarchy of Controls to assure that the highest priority is selected.

Note: If a lower level of control is selected in the Hierarchy of Controls, more supervision may be required to ensure its effectiveness over time.

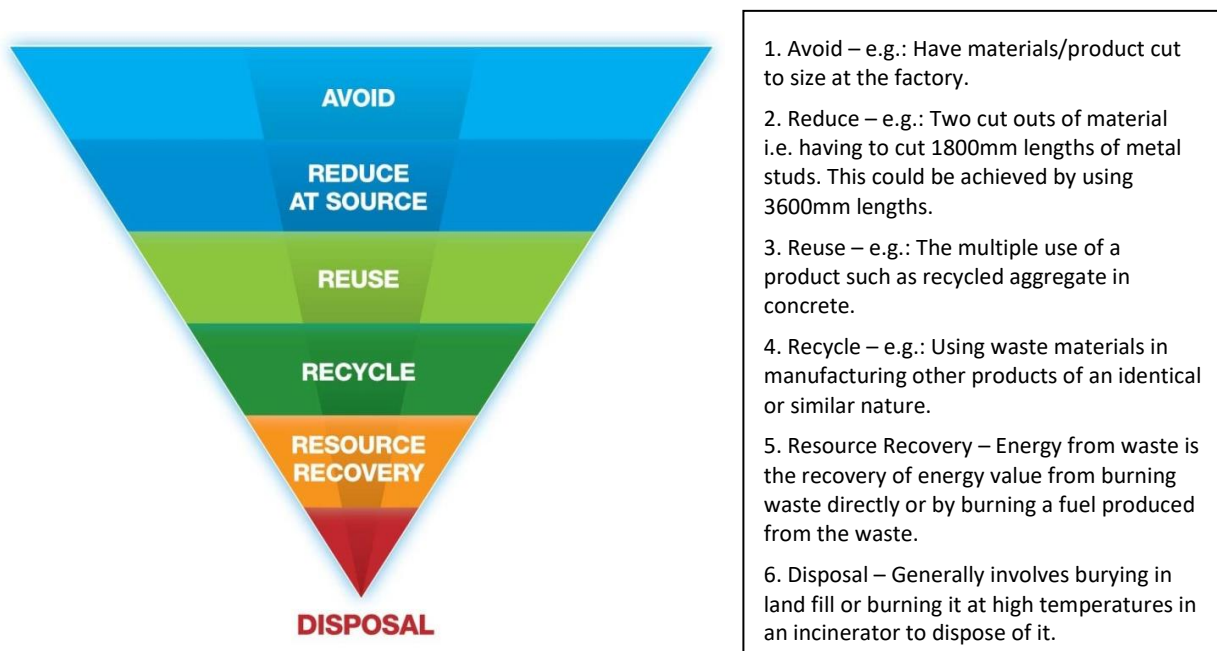
Figure 1: Hierarchy of Controls

HIERARCHY OF CONTROLS Start at the top and work down	
 Most effective control	Elimination e.g. Discontinue use of product, equipment, cease work process
	Substitution e.g. Replace with a similar item that does the same job but with a lower hazard level
	Isolation e.g. Put a barrier between the person and the hazard
	Engineering controls e.g. Change the process, equipment or tools so the risk is reduced
	Administration controls e.g. Guidelines, procedures, rosters, training etc. to minimise the risk
	Least effective control
	Personal protective equipment e.g. Equipment worn to provide a temporary barrier

5.1 Specific environmental aspects

The extent of controls and their physical characteristics for the environment is based on the Resource Management Hierarchy outlined in figure 2 below. Avoidance of the use of resources is the primary objective of this process.

Figure 2: Resource Management Hierarchy



Consideration must be given to any specific environmental aspects which will or could apply to the provided scope of works and contract works. These include, but are not limited to:

- Water Quality
- Erosion & Sediment Control
- Workplace Contamination
- Air Quality
- Noise & Vibration
- Cultural Heritage
- Flora & Fauna
- Dredging & Land Reclamation
- Waste Minimization & Recycling
- Litter
- Office Resource
- Complaints Registering

McNab will develop and implement an Environmental Management Plan for the project. Depending on contract structure, Environmental aspects and impacts particular to the subcontractor's works must be identified and, where specified by McNab, contractors will develop specific Environmental Management Plans and implement them accordingly. The Contractor's Environmental management processes should support those established for the workplace by McNab.

5.2 Safe Work Method Statements (SWMS)

Workplace specific Safe Work Method Statements [SWMS] must be developed for all high risk construction work

A SWMS is a document that sets out the high risk construction work activities to be carried out at a workplace, the hazards arising from these activities and the measures to be put in place to effectively control the risks. A SWMS is classed as an administrative control and is used to support higher order controls to eliminate or minimise risks to health and safety.

A SWMS must:

- Identify the work that is high risk construction work;
- Specify hazards relating to the high risk construction work and the risks to health and safety;
- Describe the measures to be implemented to control the risks, and
- Describe how the control measures are to be implemented, monitored and reviewed.

SWMS's are to be workplace specific for the activities being undertaken on the nominated Construction workplace. SWMS's will be submitted to McNab for review a minimum of ten (10) working days prior to works commencing. All relevant workers conducting the activity are to be inducted into the SWMS and sign off on the SWMS.

6 PROVISION OF SUPERVISION

Contractors and subcontractors must nominate and provide adequate resources responsible for directly overseeing and supervising their contracted works onsite. The nominated site representative/s are responsible for compliance with all Legislative and McNab requirements, as well as the implementation, monitoring and review of the contractor's safe system of work, SWMS and implementation of all controls specific for the task, and shall be accountable for enforcing HSE compliance and performance of those workers under their authority, whilst on a McNab construction project.

7 WORKPLACE INDUCTION AND HSE TRAINING

Health, safety and environmental legislation requires all employers to ensure their employees are competent and have been provided with the training and information required to enable them to carry out their work in a safe manner.

McNab requires that subcontractors have appropriately skilled employees, suitable training programs and adequate supervision for the contract works and that all workers are over the age of 15 years.

- Subcontractors are to ensure that each of their employee/s have been inducted into their relevant SWMS's prior to the commencement of an employee's work.
- Subcontractors are to either provide evidence that confirms which members of their workforce have been inducted into their relevant SWMS's or the subcontractors employees are to attend the relevant onsite induction room, where available, to read and sign into any relevant SWMS prior to the induction commencing. NB: This will be at the discretion of the workplace team.

All subcontractor employees must report to the Site office prior to commencing work to attend a workplace specific induction. Original (or legible) copies of Construction induction cards, High Risk Work Licences, certificates of competency and qualifications are required for verification purposes prior to the commencement of work. If workers need assistance in languages other than English, the employer must make this known to the Induction facilitator and ensure a translator and SWMS in applicable language is made available.

Note: Visitors to site must first be inducted with the McNab Site Visitor Induction then sign in on the Visitors Register, inform the Site Foreman of the reason for attending the site, be escorted by an site inducted person, wear the applicable Personal Protective Equipment and sign out prior to leaving site.

8 COMMUNICATION AND CONSULTATION

Subcontractors undertaking work at McNab workplaces are required to consult and communicate with their employees on issues that may directly impact their health, safety or the environment. Subcontractor coordination meetings, Toolbox talks or HSE Committee meetings are the typical method by which such consultation takes place.

Consultation includes the requirement for subcontractors' employees to report hazards and incidents.

Subcontractors are to attend subcontractor coordination meetings at frequencies determined by the McNab Project management team, as well as undertake toolbox talks on a weekly basis, as a minimum.

Toolbox talks are to be recorded formally and a copy is also to be provided to McNab for retention. Items listed for action are reviewed and subsequently corrected. Toolbox talks keep employees informed of conditions and changes to the workplace that may affect HSE.

Toolbox talk matters may include, but are not limited to:

- Nature of HSE performance e.g. audits, HSE inspections;
- Details of HSE incidents and outcomes;
- Non-Conformances and corrective actions;
- Proposed work activities and associated hazards;
- HSE Alerts;
- SWMS amendments/reviews; and
- Proposed changes that may affect the health and safety of the employees (e.g. changes at site and changes to work activities or plant).

9 HSE INSPECTIONS AND AUDITS

Inspections and Audits will be conducted by McNab personnel and captured within Procore. Access and logins for subcontractors will be provided to your respective project management representatives as well as your nominated site representative responsible for directly overseeing and supervising your works onsite and any other personnel as required. Training in Procore will be provided by McNab.

Subcontractors must ensure that prompt and timely corrective/preventative actions are documented and implemented for all observations raised in a timely manner. The observations rectified or addressed, and evidence of completion must be sent for review and close out by the respective McNab Project Management team member.

10 FITNESS FOR WORK

Contractors need to ensure all Workers and subcontractors are aware of their mutual obligations in relation to presenting and remaining fit for work at all times. Contractors must proactively monitor and manage their workers fitness for work.

10.1 Drugs and Alcohol

McNab has a zero tolerance for Drugs and Alcohol on all of our projects and our policy shall apply. Workers are not permitted at any of our work sites at any time if they impaired or adversely affected by alcohol or illegal drugs. Random screening for alcohol and drugs may be carried out by suitably qualified personnel and in accordance with the relevant Australian Standards. All workers found to be in possession of, or under the influence of alcohol or illegal drugs will be stood down immediately, their employer will be informed of the breach and they shall be subject to the HSE warning process.

It is the responsibility of the employer to ensure safe transportation of any impaired worker to their workers place of residence or for medical attention, if required.

10.2 Fatigue management

Contractors, in consultation with their workforce, must proactively manage their workers and subcontractor resourcing, work hours, workloads and the contracted works to be performed, taking into account programmed completion dates and deliverable requirements, in order to reduce exposure of workers to fatigue. Fatigue risk management must be shared with McNab when requested.

Contractors nominated site representative are responsible for directly overseeing and supervising works onsite and are responsible for monitoring and managing their workers fatigue. No-one shall attend or remain at work if physical or mental tiredness may cause them to jeopardise their own safety or the safety of others. It is the responsibility of the employer to ensure safe transportation of any fatigued worker to their workers place of residence, if required.

11 HSE WARNING PROCESS

Where an instance of serious HSE safety breach, non-compliance, significant unsafe act or refusal to comply with a reasonable HSE instruction is reported, it will be investigated and McNab reserves the right to refuse entry to the project for any individual/s.

Warning process for minor HSE infringements:

- First offence - Verbal warning;
- Second offence - Temporary removal from site and re-inducted with Supervisor/Project Manager/Contractor workgroup the following day;
- Third offence - Permanent removal of individual/s from site

Disciplinary actions are as per direct employers processes.

12 EMERGENCY PROCEDURES

There is the potential for a range of emergency situations to occur both at the workplace and off the workplace in relation to the contract works. McNab will develop and implement an emergency response plan including evacuation maps for the project, which will be communicated during site inductions and periodically during the project. Depending on contract structure, emergency situations particular to the subcontractor's works need to be identified and specific emergency procedures developed, documented and communicated accordingly. The following information should be documented within the respective SWMS for the task or activity:

- Register of required emergency equipment and locations, for example, working at heights and/or confined space rescue equipment, etc.
- Register of current qualified personnel, for example, First Aiders, Working at heights rescue trained, Confined space breathing apparatus and Rescue trained personnel, Gotcha Kit self-rescue, etc.
- Arrangements/co-ordination with McNab and other workplace occupants in the event of an emergency.

The emergency procedures should complement those established for the workplace by McNab.

13 INCIDENT / INJURY REPORTING & INVESTIGATION

13.1 Incident Notification

All incidents associated with the contract involving personal injury, medical treatment, near miss, property damage or any environmental incidents shall be recorded, investigated and reviewed appropriately. All incidents, injuries, damage, etc. must be reported to McNab immediately. Where this is not possible, it is the responsibility of the subcontractor's onsite representative to inform McNab at the first opportunity. The outcome of the investigation and any corrective measures taken must be provided to McNab in a timely manner.

There are certain incidents that must be reported to Workplace Health and Safety Queensland, in accordance with WHS Act 2011,

- Death, serious injury or serious illness
- Dangerous Incident

Or the Electrical Safety Office, in accordance with the Electrical Safety Act 2002, and they are:

- Serious Electrical Incident
- Dangerous Electrical event

Also any QBCC licensee who is in control of, or carrying out building work on a building site, must notify QBCC if a notifiable incident occurs on the site.

In the unlikely event that the above notifications be required, McNab's HSEQ Manager is responsible for coordinating the notification process.

14 INCIDENT AND INJURY MANAGEMENT

Ensuring that appropriate incident and injury management processes are in place is a critical element in reducing future incidents (learning from past events), remaining legislatively compliant and minimising down time. McNab has the following expectations for the management of any incident or injury.

14.1 Injuries requiring first aid

If an injury requires first aid, it is critical that you notify a McNab First Aid Attendant of the injury. All injuries that receive first aid treatment require an incident report to be completed. The report protects the individual that was injured, by ensuring that there is a record of the occurrence. This is important, as a number of seemingly minor injuries can lead to future complexities that require a workers compensation claim to be lodged. Without the incident report being completed, proving that the condition occurred at work can be difficult, and could potentially lead to the claim being disputed; the reports also assist in determining whether additional investigation into the causes are required and also to determine trends in injury types and where required, to implement initiatives to reduce the risk of similar injuries occurring.

14.2 Medical Treatment Injuries

In circumstances where a worker is injured and requires medical treatment, McNab expects the following to occur:

- A representative from the company of the injured worker, must inform McNab they are taking a worker offsite for medical assessment.
- The representative from the company of the injured worker is to attend the medical clinic with the injured worker;
- A letter of introduction with a list of suitable alternative duties is to be taken with the injured worker into the medical consultation for review by the medical practitioner;
- Following the medical consultation, the person who attends the clinic with the injured worker is to contact McNab and notify them of the outcomes; and
- An incident investigation is to be completed and the report is to be provided to McNab Workplace Management as soon as it is available.

14.3 Management of Lost Time Injuries

In circumstances where a worker is prescribed unfit for normal duties (by a registered medical practitioner) due to a work related injury (at a McNab Construction workplace), the following is to occur:

A meeting is to be convened between the Project management representative and Rehabilitation and return to work coordinator (RRTWC) of the company for the injured employee and McNab HSE, Project Manager or Site Manager, to discuss the LTI causes, preventative actions and the Return to Work Plan/Program. Following the meeting, the injured worker's management is to ensure that all outcomes agreed to during the meeting are adhered to.

14.4 Return to Work

It is the responsibility of all companies / businesses that have a payroll exceeding an amount as per jurisdictional requirements, to ensure that they have an appropriate Return to Work Plan/Program in place. You have legal obligations to assist an injured worker to return to work. These obligations vary in each jurisdiction so you should familiarise yourself with these obligations to ensure that you are legally compliant. If a subcontractor employs more than 10 people (including office staff and wages employees), it is expected that the company will provide McNab with a copy of the company's current Return to Work Policy.

The following must be supplied for all subcontractors (regardless of size):

- A copy of the company's current Workers Compensation Certificate of Currency (in the same company name as detailed on the contract); and
- The name of the Return to Work coordinator appointed by the company.
- A letter of introduction with a list of suitable alternative duties

15 REGULATORY NOTICES/INFRINGEMENTS

When any Improvement, Infringement or Prohibition Notice is issued by a Workplace Health and Safety Inspector, Electrical Safety Officer, local council or other authority as a result of the Subcontractor's work activities the Subcontractor must immediately inform the McNab Site Manager and provide a copy of the Notice/infringement.

The contractor must also provide, within 24hrs of receipt of the notice/infringement, proposed actions to close out the notice/infringement and long term solution to prevent recurrence.

16 PERMITS TO WORK

A number of high risk construction activities require a Permit to Work to be completed prior to commencement of the work. A Permit to Work is designed to ensure that all safety requirements for the activity have been met before the work commences.

The following Permits to Work are required at McNab sites:

- Hot Work Permit
- Working at Height / Roof Access Permit
- Ceiling Space Access Permit
- Confined Space Entry Permit
- Penetration (Cut, Core, Chase, Drill) Permit
- Isolation and Lockout Permit
- Excavation (Dig) Permit

All permits must be authorised by the Site Foreman and/or HSE, prior to the commencement of any work activity that requires a permit.

Permits to Work may have a limited lifespan. If the work is to continue beyond the defined timeframes or if conditions or the activities change, controls must be reviewed and a new Permit to Work compiled and authorised.

17 TEMPORARY STRUCTURES

Temporary structures are the elements of a construction project often needed to enable the permanent structure to be safely constructed. Designers of temporary structures are to be qualified and competent. Where necessary, must research particular design applications in detail, to determine the design criteria and unique conditions applying to temporary structure to ensure acceptable factors of safety and stresses.

Temporary structures include, but are not limited to, the following:

- Falsework, Formwork and Jump forms
- Scaffolding (where risk of falling over 4 metres) – must include detailed elevation design, not just a general/generic elevation.
- Propping and underpinning
- Hoarding/fencing/Perimeter screens
- Needling of structures
- Gantry
- Pre-cast positioning, bracing and propping

- Tower crane erection, ties and supporting systems

Prior to the installation of any temporary structures, the design, construction methodology (installation)/SWMS, ongoing use and maintenance is to be documented and provided to McNab taking the following into consideration:

- Competencies required to install, use, maintain and remove
- Intended purpose of the temporary structure
- Legislation, codes and standards that need to be considered and complied with
- Loads – live, dead, applied, dynamic, wind
- Maintenance, operation, and removal requirements
- Materials to be used
- Reactions, deflection, movements
- Shear, tension, torsion
- Vibration
- Geotechnical conditions, compaction, point loading/kPa requirements

Evidence of compliance and safety should be provided in the form of

- Computations
- Construction Drawings
- Engineering advice documents and sequence of works
- Final and ongoing certifications

The applicable Contractor or Consultant is to make all documentation available. Engineers' registration (RPEQ – Registered, Practicing Engineer of Queensland), accreditation number and qualifications are to be visible on provided design documentation, drawings and certifications.

Competent person's qualifications and competence must also be provided prior to installing and signing off on the installation of the structure/s.

If a major modification is required another design approval from an RPEQ Engineer is to be provided, prior to the modification being made. Minor modifications can be approved by the competent person.

18 PLANT AND EQUIPMENT

18.1 General

Subcontractors, owners or hirers proposing to bring plant to a McNab Construction workplace must first demonstrate its compliance with any jurisdictional requirements. Prior to the installation, commissioning and use of individual items of plant and equipment, subcontractors are required to systematically evaluate the work processes involved in these operations. Any hazards identified as a consequence must be classified in order of risk and minimized in accordance with the Hierarchy of Controls (see Figure 1).

McNab management must be provided with prior notification so it may approve any proposed method for storing fuel at the workplace.

18.2 Plant

A McNab plant inspection must be completed and the following requirements met prior to any plant being approved for use:

- Compliance plates, plant identification and serial numbers fitted, SWL, warning signs and labels clearly legible, including on attachments
- Where fitted, ROPs/FOPS including compliance plate
- Where fitted Quick hitches compliance plate – If manual hitch, Secondary retention device/locking pins in place and visible
- Concrete Pumps Hoses/Pipework – locking clamps with pins fitted
- Compressors ¾" lines - seals and retaining clips, whip checks
- All Plant must be in safe operable condition - Amber flashing light and reverse/movement alarm, Moving parts guarded, Lights and indicators operational, Seatbelts, Fire extinguisher (current inspection and testing), Hydraulic lines not leaking, Burst valves fitted earthmoving equipment >1t used for load shifting tasks.

Copies of the following documentation must be provided and maintained with the plant:

- Operators manual (Plant fitted with Quick hitches must have the manual for this also)
- Current Servicing and Maintenance records (Plant fitted with Quick hitches must provide Quick hitch maintenance records)
- Daily pre-start logbook – evidence that it has been completed
- Load chart
- Lifting point inspection and testing records - Annual certification for lifting equipment
- Any modifications made to the plant must be accompanied by a certificate issued by the manufacturer and/or suitably qualified engineer indicating the plant is safe to use
- Plant registration – Mobile Cranes, Tower cranes, Concrete Boom pumps, etc.
- Cranes (In addition) – Records of all 10 yearly inspections, current Cranesafe and end of Design life or 25 yearly inspections. Over Length and Overweight Permits
- Concrete Pumps (in addition) – weekly, monthly and quarterly preventative maintenance, Monthly pipe thickness testing, annual inspections, Over Length and Overweight Permits, For Concrete Placing Booms – records of 6 yearly Major inspections.

18.3 Plant Operation

Prior to commencing work at the workplace all plant operators must first produce original copies of any High Risk Work Licences or other relevant certificates of competency that they may hold to McNab during their site induction and sign onto the SWMS for the task or activity.

Plant operators must complete a daily plant / equipment prestart inspection checklist, relevant to the plant being used/operated, prior to commencing operations at the workplace each day and ensure records are available onsite for review or inspection by McNab.

Any faults identifying the plant as being unsafe for use must be documented and the faults rectified prior to the plant being able to be used.

18.4 Portable electrical equipment and power leads

Subcontractors are to ensure that prior to their use at the workplace, and thereafter, all portable electrical equipment and power leads are, industrial rated, inspected and tested and tagged on a 3 monthly basis by Licenced electricians or personnel hold a restricted electrical license.

Please note that under QLD law, a contractor's license or restricted contractor's license is required if an individual intends to provide professional appliance testing services to other companies or individuals. In QLD competency only allows individuals to test their own appliances, or appliances owned by their employer. If professional testing is to occur, an accredited test and tag course recognised by the Queensland Electrical Safety Office must be completed and a restricted contractor's license obtained (Note - this is not the same as a restricted electrical license). Contact the QLD Electrical Safety Office for more information.

An electrical tagging register must be compiled and maintained. Copies of current and updated Test tag registers are to be provided to McNab.

McNab shall provide access lighting for the project and emergency thoroughfares. Subcontractors are required to provide sufficient task lighting for their works in any low light conditions. All lights are to be guarded and fixed to fit for purpose stands.

18.5 Lifting gear

Prior to commencing work, appropriate documentation must be supplied to McNab verifying that lifting equipment has been inspected, certified and approved for use. Copies of all test certificates and a current and updated Lifting Equipment Register are to be provided to McNab.

Checklists on all gear for lifting purposes, i.e.: slings, shackles, chains, hooks etc., must be produced.

The use of synthetic (polyester), soft slings are to be minimised and may only be used only for specific applications such as protection of surface coating, weight ratio necessity or electrical conductivity issues. Should synthetic slings be required for use on site, a risk assessment is to be performed, justifying their selection as the most appropriate equipment for the task, use, any restrictions or protective measures to be used and documented within the respective SWMS for the activity.

18.6 Hazardous Chemical management

In order for McNab to evaluate Hazardous Chemicals/Dangerous Goods to be used by Subcontractors, prior to their arrival at the workplace, Subcontractors must provide the following information:

- Register of Products, Hazardous Chemicals to be used at the workplace and anticipated maximum quantities of any substances to be stored onsite;
- The most Current (within five [5] years) Safety Data Sheets for all products brought to the workplace;
- Evidence of training provided to employees using hazardous Chemicals/dangerous goods.
- The manner and type of containment/ storage containers to be provided and used by the contractor.

- All storage containers must comply with all relevant legislative and Australian standards requirements.
- All emergency equipment necessary for the hazardous chemicals of the contractor.
- All signage in relation to the storage of hazardous Chemicals must be supplied, maintained and affixed to all storage containers by the contractor.

18.7 Provision of HSE equipment, signage and Barricading

All HSE equipment, signage and barricading required to ensure safe implementation of the contractors safe systems for work, including all controls specified within SWMS for tasks and activities, must be supplied, maintained and implemented by the contractor.

19 SUBCONTRACTOR MANAGEMENT

Should your scope of work require the engagement of any secondary subcontractors, the following documentation is to be provided to McNab prior to their engagement for the works:

- SWMS
- Public Liability Insurance; and
- Workers' Compensation Insurance.

The secondary subcontractor is subject to all HSE requirements detailed within this document.

20 SUBCONTRACTOR DECLARATION

We declare that we have reviewed and shall comply with all statutory and other legal requirements and the provided Subcontractor HSE requirements, Health and Safety Management Plan and McNab's HSE management systems.

We have reviewed our contracted work activities and scope to ensure the relevant HSE legal and other requirements are able to be met and project and scope specific HSE safe systems for work have been or shall be developed. We have also reviewed the attached SWMS review form and developed compliant project specific SWMS to address the risks inherent to our tasks and activities for our scope of work and shall provide these to McNab for review 10 working days prior to the contracted start date.

We will not commence work activities, under the contracted scope of works, until we have been formally notified that our submitted documentation has been accepted.

We will not allow our employees or those contracted to perform a service for us on the McNab project to commence any work activities until all workers under our control have:

- 1) Completed General Construction Induction training, CPCCOHS1001A Work Safely in the Construction Industry and hold a General Construction Induction card.
- 2) Been trained and are competent in performing their role, and also understand their responsibilities and accountabilities towards HSE.
- 3) Been inducted into their necessary Safe Work Method Statement/s.

As an authorised representative:

I confirm that I have received, read and understood the site specific requirements set out in this document and will ensure that I/WE and any subcontractor we engage, as outlined above, shall comply with the requirements.

Name		Signature		Date	
Position		Company			

Please forward the completed subcontractors declaration and requirements checklist on the following page with your HSE submission

21 SUBCONTRACTOR REQUIREMENTS CHECKLIST

The following checklist is to assist the successful Subcontractor with their Health, Safety and Environmental documentation submission. The Subcontractor must be able to respond adequately to each item below to ensure their submission meets McNab's minimum requirements. All document requirements (registers etc.) must comply with the health, safety and environmental requirements of the relevant state jurisdiction.

- | | | |
|----|--|--------------------------|
| A. | Safe Work Method Statements for all High Risk Construction work activities to be performed on the project – Section 5.2 | ☐ |
| B. | An injury management letter of introduction with a list of suitable alternative duties including the name of the Return to Work coordinator appointed by the company – Section 14.2 | ☐ |
| C. | Workers Compensation Certificate of Currency (in the same company name as detailed on the contract) – Section 14.4 | ☐ |
| D. | Temporary structures – designs, certified, signed off by RPEQ/Competent person – Section 17 | ☐ |
| E. | Plant and Equipment Register - Register identifying all items of plant and equipment to be used on site, current status of servicing, maintenance and repair – Section 18.2 | ☐ |
| F. | Electrical Equipment Register - Register detailing all portable electrical plant to be used on to site, updated throughout the project – Section 18.4 | ☐ |
| G. | Lifting Gear Register - Register identifying all chains, slings, steel rope, harnesses, inertia reels, confined space equipment to be used on site, current status of servicing, maintenance and repair – Section 18.5 | ☐ |
| H. | Hazardous Chemical Register - Register identifying all hazardous chemicals to be brought to and used on site – Section 18.6 | ☐ |
| I. | Safety Data Sheets - A current SDS must be provided for each chemical / material deemed hazardous and must be readily available to your workers on site – Section 18.6 | ☐ |
| J. | QBCC Licenses - Subcontractors engaged to perform a licensed Activity must provide evidence | ☐ |
| K. | Responsible Person - Name of the person/s responsible for the direct site supervision of the subcontractor's employees

Name:
Contact Details (including Email): | ☐ |
| L. | Health and Safety Representative - Name of the subcontractors HSR (where elected and trained)

Name:
Contact Details (including Email): | ☐ |

Appendix 1 HEALTH & SAFETY MANAGEMENT PLAN – Part A

Project Specific HSMP (**Refer Procore – Specifications**)

Appendix 2 ENVIRONMENTAL MANAGEMENT PLAN

Project Specific EMP (Refer Procore – Specifications)

Annexure 5

Trade Pre-commencement Meeting (HSE Expectations)

Trade Pre-commencement Meeting

HSE Expectations

SUBCONTRACTOR: AR Coastal Scaffolding Pty Ltd DATE: 01/08/2022

Trade supervision & management

- Trades are expected to provide appropriate supervision at all times and shall be accountable for enforcing HSE compliance and performance of the workers under their authority.
- Apprentices must be supervised by a tradesman at all times while conducting trade work.
- Supervisor, or nominated personnel, must provide appropriate instruction and direction to all workers under their control including subcontractors.
- Supervisor, or nominated personnel, must induct all their workers and subcontractors into SWMS prior to McNab induction.
- Any issues or non-conformances by workers will be directed to supervisors for Subcontractor management to resolve. McNab expect Subcontractors to manage all aspects of worker conduct.
- Weekly toolboxes with Subcontractor and employees to be conducted on a weekly basis and copies provided to McNab for records.
- Must provide and maintain all HSE equipment, signage and barricading required to ensure safe implementation of the contractors safe systems of work, including all controls specified within SWMS.

PPE

- Safety Glasses (to AS/NZS 1337.1), no sunglasses
- Hard hat
- Hi-viz shirt, no singlets
- Gloves for manual tasks
- Safety Boots
- Double eye protection required for cutting or grinding steel or aluminium

Site Inductions

- McNab site induction will be conducted once a day at 6:30am each morning. A secondary induction will not occur if workers miss the induction unless organised and agreed beforehand.
- Subcontractors should allow sufficient time to induct their workers into company SWMS.
- It is not the responsibility of McNab to induct Subcontractor workers into SWMS.
- All workers must sign SWMS before the commencement of work.

SWMS

- SWMS must be provided in Electronic format a week prior to commencing works on site, with time to review and amend if required.
- SWMS to be provided to site in hard copy before induction, including in date SDS, Haz Chem register, and Risk assessments for any hazardous or dangerous substances.
- If controls detailed in SWMS do not provide appropriate control, amendments must be made, accepted by McNab and all workers re-inducted.
- SWMS reviews to take place every three months or when required i.e. incident, near miss.

Housekeeping

- Housekeeping to be conducted on a daily basis with Subcontractor to manage all work areas. This is non-negotiable. If work areas are in an unacceptable condition, works will cease in the area until acceptable level of housekeeping is reached.
- If the Subcontractor is not on site, the work area will be excluded, the responsible Subcontractor notified and given 24 hours to rectify. The responsible Subcontractor will be back charged for labour and resources required to rectify if action is not taken in the required timeframe.

Silica Dust

- All works that create or will potentially create silica dust (i.e. mixing concrete, cutting or jackhammering concrete or blockwork, cutting, drilling of FC cladding, cutting and drilling of bricks and tiles etc.) must use dustless techniques.
- Extraction - Minimum M class vacuum with HEPA filter connected to the tool in use.
- Exclusion - Works to be conducted within an appropriate exclusion zone that does not affect others in a well ventilated area.
- Water suppression i.e. wet brick saw.
- R.P.E. If P2 masks are used as a control, the wearer must be face fit tested for the mask used and evidence of face fitting provided.
- SWMS to identify and have controls for any potential exposure to Respirable Silica Dust.

Plant

- All plant including mobile plant, mobile scaffold must be inspected prior to use by a McNab representative and accepted as 'fit for purpose'. The inspection will include evidence of maintenance and log book inspections, operator competency and appropriate operational alarms.
- All mobile plant operators, must show evidence of competency regardless of plant type.

Work Platforms & Ladders

- All work platforms must be an engineered or proprietary item and in good safe condition. No placing planks on home-made stands or saw horses.
- Minimum width of platform is 450mm. This includes trestles. Trestles must have a minimum of two planks with plank clamps used with minimum 300mm overhang.
- Any platform above 1800mm must have a proprietary handrail attached and installed as per manufacturer's instructions.
- Platform ladders are the only ladder type that can be worked from. No step ladders to be brought on to site.
- All ladders and platforms are to be Industrial rated to 120kgs.
- Domestic ladders are not allowed on site.
- Any works above 2 meters must be detailed in your SWMS.

Electrical

- All electrical equipment must be in good condition and have a current test tag attached.
- All electrical equipment, including RCD, are to be re-tested and re-tagged every three months.
- An electrical register of all electrical equipment must be provided, and updated at least every three months.
- Electrical leads must be protected from water and damage i.e. lead stands, insulated hooks.
- No leads to be run over metal surfaces i.e. scaffold.

Materials & Substances

- SDS must be provided for all materials and substances brought to site by Subcontractors.
- Hazardous substances must be accompanied by a risk assessment and use detailed within SWMS.
- All hazardous substances must be stored as per manufacturer's recommendations i.e. fuel stored in lockable, bunded and ventilated storage units.
- Gas must be stored in cages and separated appropriately.
- SDS, Hazardous Chemical register, and Risk assessments for any hazardous or dangerous substances.

Hazard Controls

- Hazard Controls detailed in Subcontractor SWMS must be managed effectively by the Subcontractor and workers.
- Exclusion zones erected must be 'maintained' for the duration of hazardous works and removed on completion.
- Work at heights including scaffold/handrail, EWP works must be excluded below work area.
- Appropriate signage must be installed at entry points and where applicable.
- Approval from McNab is required prior to closing off or excluding common entry/exit and access ways prior to erecting.
- All Subcontractors to provide appropriate flagging and signage for their works.

Deliveries

- All delivery drivers must meet the site PPE requirements.
- Deliveries may require pre-booking if unloading is required. Organise with Site Foreman prior to ordering/delivery.
- All hiab/moffatt operators must be fully licenced and hold a doggers licence if slinging loads.
- Pre slinging of large loads are preferred.

Injury Management

- All injuries that occur on site must be managed in accordance with McNab Injury Management Policy.
- Employers must provide suitable duties if applicable for workers injured on site or a recent injury that may hinder a worker completing normal duties.
- Medical clearance certificates must be provided for workers that are:
 1. Returning to normal duties after an injury; or
 2. Attending site with a pre-existing injury.

Procore

You will use Procore for the following:

- **Drawings** - The most up to date drawings are found on Procore. We don't print plans to take out on site, only on rare occasions.
- **Specifications**
- **ITP's** – For signing off works that you have completed or advising that you can't complete for one reason or another. Photographic evidence must be attached.
- **Observations** - We are able to communicate to each other by sending observations on quality, safety and work to complete.
- **Defects** - These have to be completed with photographic evidence. You are to manage your defects. We will not accept you sending us your workers to do defects without them having access to Procore.
- **RFI's** - Request for information
- **Permits to Work** — Hot Works, Cut, Core, Chase & Drilling, Excavation (Dig), Roof Access, Ceiling Access, Confined Space.

Subcontract Manager: _____

Signature: _____

Contact Number: _____

Date: _____

Subcontract Site

Supervisor/Foreman: _____

Signature: _____

Contact Number: _____

Date: _____

Annexure 6

Tender Qualification Minutes

PROJECT: ROCKPOOL PELICAN WATERS
SUBJECT: TENDER QUALIFICATION MEETING (# 001)



Trade Package:	Suffaro	Date:	8-8-22	Time:	
Location:	Rockpools Pelican.				

Attendees:	Name	Company	Position
	Arny Rogers	A R Legal	Director.

A. Company Details				
Item	Details			Yes / No
	Please provide a brief explanation of your company structure and current workload ?			
	Bossy, Freelance up Alano Out/Na.			
	Resourcing: Please explain your ability to resource this project including:			
	Labour: (average number of personnel expected on job)			6-10
	Subcontractors:			N/A
	Plant:			N/A
	Nominated Supervisor Name for Project:			
	Name:		Contact:	
	The Subcontractor has current \$20 Million Public Liability Insurance			Y
	The Subcontractor has current \$10 Million Professional Indemnity Insurance			N/A
	The Subcontractor has current Queensland Workcover Policy			Y
	The Subcontractor has current Contract Works Insurance for the value of the Contract Works			
	QBCC License (Including Class Type):			
The Subcontractor will provide copies of Certificate of Currency for All Insurances with Return of Tender Review Meeting Minutes.				
	Who will be your Authorised Agent to sign Statutory Declarations & Deed of Release?			ME
	McNab has clarified, and subcontractor agreed that any terms or conditions that are the subcontractors tenders or quotation will not form part of the subcontract			Y
B. Workplace Health, Safety & Environment				Yes / No
	Do you understand that you are required to comply with the "McNab Health, Safety and Environmental Guidelines" included within the Subcontract Agreement?			Y

TENDER QUALIFICATION MEETING MINUTES

ROCKPOOL PELICAN WATERS



	Do you understand you are required to provide SWMS's for High Risk tasks, electrical and SDS registers a minimum of one (1) week prior to commencing on site?	Y
	Do you understand that the site is within a Residential Neighbourhood and all personnel must comply with site regulations including: - Inappropriate behaviour and language - Parking - Start time (6.30am construction activity Mon-Sat) <i>no SAT work.</i> - Housekeeping & Waste Management	Y
	Do you understand that all workers must complete a site specific safety induction to perform any work on site, regardless of period of work. Inductions will strictly be held at 6.30am Mon-Fri and must be booked in with the Main Contractor a minimum of 24hrs in advance.	Y
	Do you understand the mandatory PPE requirements for this project including: - Safety helmet, inclusive of accessories such as chin strap and sun brim - Proprietary steel capped footwear - Two pairs of safety glasses (clear and tinted) to meet Australian Standards. - High visibility shirt or shirt with high visibility vest (no singlets are allowed on site). - Task specific safety gloves to be worn whenever carrying out any construction activities. - Hearing protection to be carried at all times and used as necessary appropriate to the task.	Y
	Do you understand that you may be directed to carry out a Job Hazard Analysis (JHA) prior to carrying out a construction activity?	Y
	Do you understand it is the Subcontractor's responsibility to ensure all workers are physically, mentally and emotionally fit to perform their normal work duties at all times during the working day?	Y
	Do you understand that there is a legal obligation for your workers to report all near misses, hazards, incidents and accidents immediately to McNab, and follow injury management procedures with return to work?	Y
	Do you understand that environmental restrictions will apply to this project including noise, vibration and dust, and that is the Subcontractors responsibility to comply with the EPA?	Y
C.	Quality	Yes / No
	Do you understand that you will be required to follow McNab's Quality Assurance Plan incorporating specification requirements?	Y
	Do you understand that you will be required to complete and provide Inspection and Test Plans (ITPs) at critical points of the Works as directed by McNab, and that specified works are not to proceed until the ITP has been signed by both the Subcontractor and McNab as being satisfactory?	Y
	Do you understand the requirements for shop drawings and review process?	Y
	Do you understand the requirements for providing samples and prototypes for approval prior to procuring / commencing works?	Y
	The Subcontractor confirmed their understanding that should the base works be unacceptable for the application of the Subcontractor works McNab should be immediately advised in writing. The application of the Subcontractor works over the substrate will constitute acceptance of substrate.	Y

TENDER QUALIFICATION MEETING MINUTES

ROCKPOOL PELICAN WATERS



D.	Site Requirements	Yes / No
	Are you satisfied that you have visited the site and / or ascertained the site conditions including access and site parking?	Y
	Have you allowed to work 6 days per week (Monday to Saturday ^{Friday}), 6.30am to 5pm ^{4.30} as standard?	Y
	The subcontractor has or has not provided a variation schedule of rates with their tender submission	Y
	What is your hourly rate in the event of direct labour being required (normal time & O/T)? Labour – Normal time (excl. GST) \$ <u>80</u> Labour time and a half (excl. GST) \$ <u>120</u> Labour Double time (excl. GST) \$ <u>140</u> Plant if applicable (Exc. GST) \$ <u>Truck \$180 per hour.</u>	Y
	Variation works not detailed in the Variation Schedule of Rates shall be at Labour rates as detailed above using signed off day sheets and plant and material. All administration and margins are deemed to be included in rates above.	Y
	Do you agree with the following Key Dates : a) Subcontract Commencement date of: b) Subcontract Practical Completion date of:	Y
	Are there any items which have a significant lead time or are dependent on others?	Y
	Do you understand that it will be compulsory for an appropriate representative from your company to attend all meetings as required for your subcontract works? And you require written approval to subcontract any of your works to another business (including ABN holders)?	Y
	Do you understand that you will be required to conduct a prestart meeting each day within your company for the purpose of task allocation, site coordination and safety issues?	Y
	Do you understand that McNab will provide mobile cranes only for the lifting of frames and trusses, and accept that the provision of all other craneage & hoisting is the responsibility of the Subcontractor?	Y
	Do you understand the requirements with regard to: ▪ crane / delivery bookings ▪ unloading ▪ materials handling ▪ storage of materials	Y
	Do you understand that McNab will be providing perimeter scaffold to the building only (incl Level 5 Deck), and accept that the provision of all other scaffolding and access plant is the responsibility of the Subcontractor?	Y
	Do you understand that McNab will provide all gridlines in each direction and a datum point on each level, and accept that the provision of all other survey is the responsibility of the subcontractor?	Y
	Do you know you are responsible for the care, protection, maintenance and up keep of your own work up to the date of Practical Completion of the Head Contract?	Y
	Do you accept that you are required to clean up all your working areas on a daily basis?	Y

TENDER QUALIFICATION MEETING MINUTES
ROCKPOOL PELICAN WATERS



	Do you accept that should you fail to clean up rubbish generated within the time advised, this rubbish will be cleaned up by subcontract labour and backcharged at \$75/hr without further notice?	Y
E.	Administration	Yes / No
	Do you confirm that your tender price is fully conforming to the specification, drawings & tender documents?	Y
	Do you understand that the form of Subcontract will consist of the McNab Subcontract Agreement including Special Conditions, the Scope of Works including project specific and trade specific, Subcontract Document Schedule, McNab WHS Guidelines and Tender Qualification Minutes?	Y
	Do you understand that the Form of Subcontract will supersede all previous tender documentation and correspondence including Subcontractor quotations?	Y
	Are you aware that the Head Contract documents are available for your inspection by appointment?	Y
	Do you understand you are required to provide and update a program of the subcontract works including shop drawings, procurement, manufacture, installation start/finish dates, commissioning and the applicable resources?	Y
	Do you understand that the project drawings and specifications will be issued via an online FTP site? No hardcopy drawings will be issued for this project.	Y
	Are you aware that the subcontract includes for the following:- a) Liquidated damages for the subcontract works at the rate of \$TBC per calendar day, and; b) Liquidated damages under the head contract of \$TBC per calendar day	Y
	Do you understand that progress claims must be lodged by 25th of the month, and that payment will be made 30 days from EOM?	Y
	Do you understand that prior to the first progress payment being made the following items must be forwarded to McNab: ▪ Certificate of Currencies for Public liability and Workcover insurance. ▪ Compliant Subcontract Programme ▪ All Safety & QA Documentation ▪ Signed Subcontract ▪ Subcontract Sum Breakdown	Y
	Do you understand that all written directions from McNab must be followed immediately, which may be prior to agreeing a variation sum?	Y
	Do you understand that any variation claims need to be fully supported with quantities and rates of labour and materials, including daywork sheets signed by McNab?	Y
	Are you aware that payment will only be made for items incorporated into the works on site, i.e. No "off site" payments for materials or materials stored on site?	Y
	Do you understand that security is in the form of cash retention at the rate of 10% up to a maximum of 5% of the subcontract sum which will be reduced to 2.5% following practical completion under the head contract? Do you also understand that if a Bank guarantee is offered in lieu that it will be unconditional and without expiry date?	Y

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	Do you understand that the defects liability period is 12 months from date of practical completion under the head contract?	N/A
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We accept the above terms and conditions to be inclusive within our Tender Proposal, except where specifically noted otherwise.

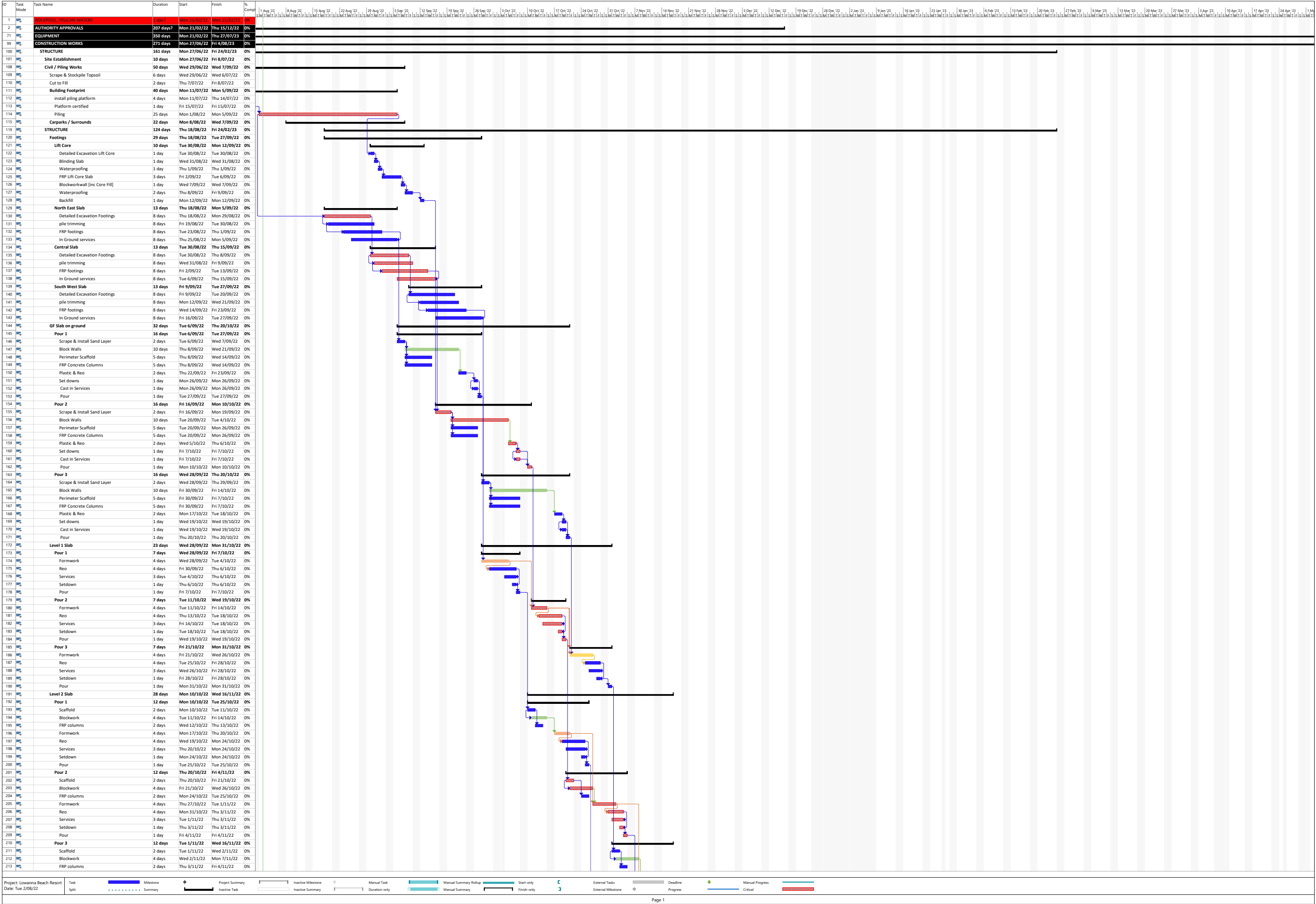
We acknowledge that this record of interview does not constitute authority to proceed or any acknowledgement by McNab that they will proceed with an award of Contract.

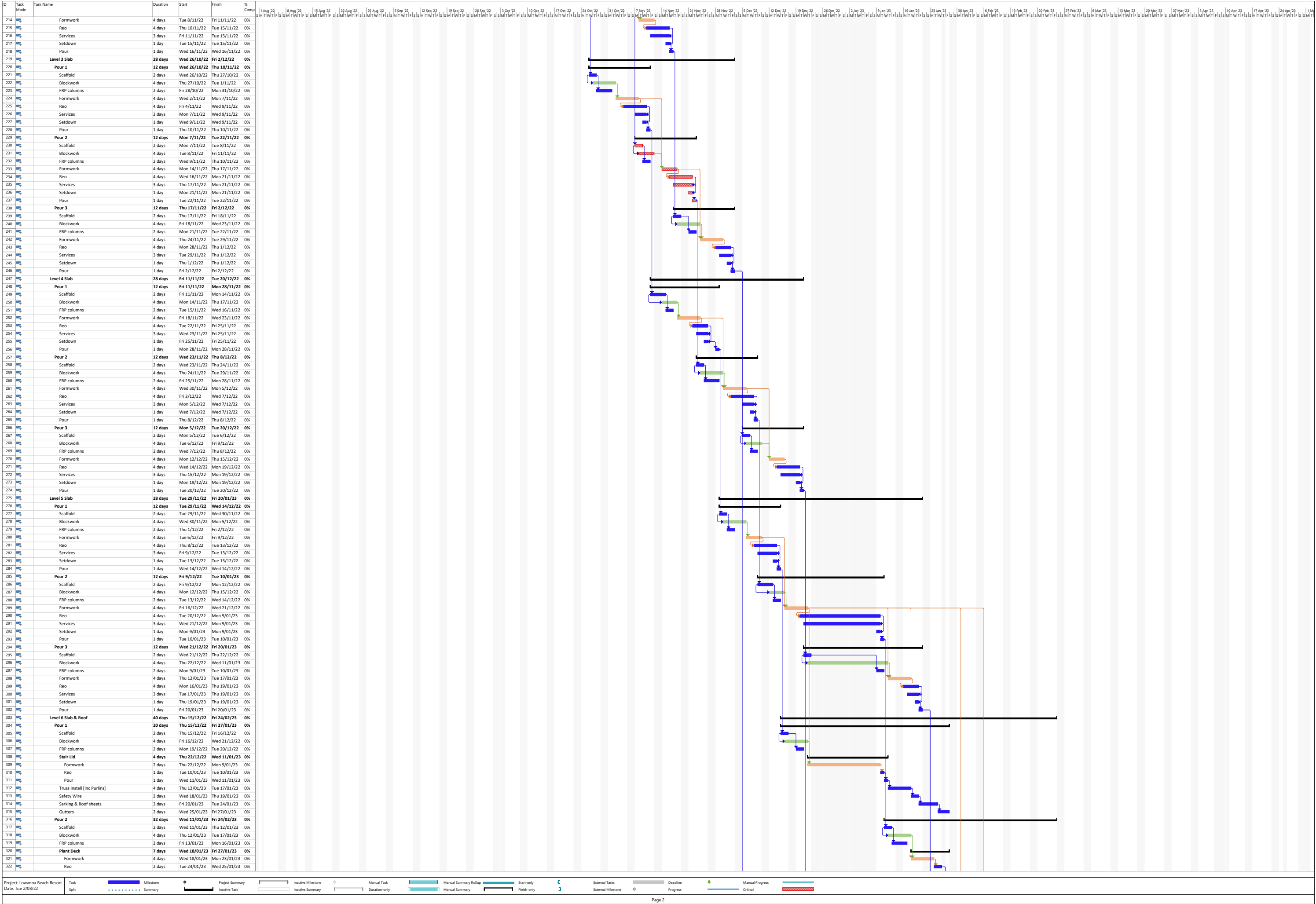
Signed on behalf of the Subcontractor:

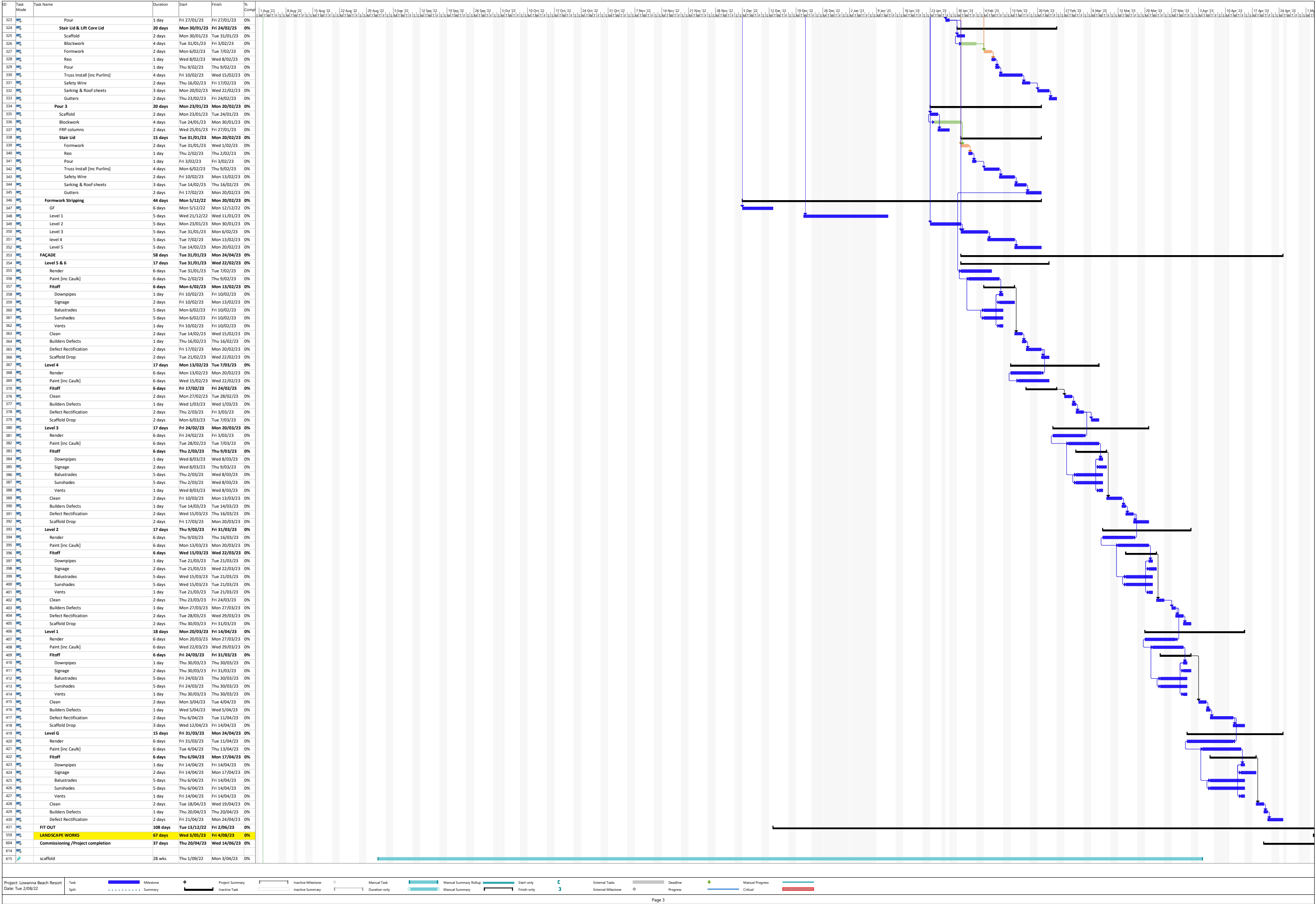
Authorised Signatory:	
Position Held:	Director
Print Name (In-Full):	Amy Rogers
Date:	8-8-22.

Annexure 7

Contractor Programme







Annexure 8

Project Trust Account