

Project: Rockpool RAC (Pelican Waters) located at Spitfire Banks Drive, Pelican Waters QLD 4551

Principal: Rockpool RAC Pelican Waters Pty Ltd

Change in scope Provisions		
Clause/ Issue	Time period for action	Action to be taken
CI 36 Variation Directions When McNab is directed to vary the works by the Superintendent:	If Superintendent provides a written direction expressly identifying that it is a variation direction : No timing (for a claim),	McNab must not vary the work except as directed or approved in writing by the Superintendent.
CI 36.5 Notice of Variations When McNab is given a Direction that it thinks constitutes a variation but the Direction is not expressly endorsed as a variation under CI 36:	Within 7 days of receiving that direction unless the Superintendent directs otherwise [and arguably before starting work], The Superintendent is not required to respond to McNab's notice of variation within any timeframe.	Notify the Superintendent of (1) the direction involves a variation; and (2) McNab's estimate of the additional work necessary to give effect to the variation.
CI 36.2 Proposed variations When McNab receives written notice from the Superintendent proposing a variation:	As soon as practicable after receiving such notice, McNab must,	Notify the Superintendent whether the proposed variation can be effected. If McNab could affect variation, it must also provide its estimate of the: (1) effect on the program (including the date of Practical Completion); and (2) cost of the proposed variation.
CI 8.1 Discrepancies If McNab discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out WUC:	N/A	Give the Superintendent written notice of the difference.
CI 11.1 Legislative requirements Upon finding that a Legislative Requirement is at variance with the	Promptly,	Give the Superintendent written notice of the variance.

Change in scope Provisions		
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Contract or the Principal's Project Requirements, McNab must:		
CI 25 Latent Conditions (1) While carrying out WUC, McNab becomes aware of a Latent Condition, then: (2) If required by the Superintendent:	(1) Promptly and where possible before latent condition is disturbed , (2) Promptly after receiving that notice and as soon as practicable, McNab must,	(1) Give the Superintendent written notice of the general nature of the identified Latent Condition. (2) Give the Superintendent a written statement including details prescribed under CI 25.2.

Time and time related cost Provisions		
Clause/ Issue	Time period for action	Action to be taken
CI 32 Programming The Superintendent may direct in what order and at what time works are to be performed. If it does so, McNab may claim for the costs as a consequence:	Promptly,	Technically no action required as Superintendent must assess difference in cost. Realistically, may be required to submit claim identifying cost as a consequence of direction.
CI 34 Extension of Time When McNab is delayed in reaching Practical Completion by a qualifying cause of delay:	Notice of Delay Promptly after becoming aware of anything which will probably cause delay, EOT Claim Within 28 days of when McNab should reasonably have become aware of the event causing the delay,	Notice of Delay Written notification of the cause of the possible delay and the estimated delay. EOT Claim Written claim including detailed evidence of the facts of causation and of the delay to WUC (including extent). If the cause of the delay is inclement weather, McNab must also include specific data

Time and time related cost Provisions		
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	Further EOT Claim If the effects of the delay continue, then within 5 days of when McNab should reasonably have become aware of that further delay ,	including records from rain gauges etc. Further EOT Claim All the detail an EOT Claim requires as above.
CI 34.9 Delay damages McNab is only entitled to delay damages if McNab suffers a delay, which is caused by a Compensable Cause and for which an Extension of Time is granted:	McNab must provide a Prescribed Notice [see CI 41.1] and meet the condition precedent to Claim,	The Superintendent shall assess the delay costs, "with regard to" the daily rate of \$16,000.00. Under CI 2A, McNab must be able to support all the Delay damages with appropriate documentation to the satisfaction of the Superintendent on an 'open book' basis and such documentation shall be available at all times for inspection and audit in accordance with CI 2A.
CI 34.6 Certificate of Practical Completion When McNab:	(1) Anticipates Practical Completion will be reached, 14 days before that anticipated date provide, (2) Has reached Practical Completion issue written notice,	(1) Written notice advising of anticipated date for Practical Completion. (2) Requesting in writing, that the Superintendent issue Certificate of Practical Completion.

Payment claim Provisions		
Clause/ Issue	Time period for action	Action to be taken
CI 37.1 Payment Claims McNab shall submit a payment claim progressively:	Ambiguous but safest to assume last day of each month except for December during which it will be the 20 th ,	In writing, evidence of the value of the WUC forecast to be completed by the end of the month , the value of any unfixed plant and material, the total amount certified

* Due to the requested size, this summary only covers the most prevalent events and material risks (as we see them). It does not cover all matters and risks. Although this summary is a helpful contract management tool, it is not a substitute for knowing the entire contract. This Summary is current as at 16 November 2022.

Payment claim Provisions		
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		pursuant to clause 37.2 and the amount previously paid. It is a precondition that the following documents accompany each payment claim: a statutory declaration in the form of Annexure Part J, any documentary evidence required under Cl 37, proof of evidence if requested by the Principal. McNab must also maintain security as required under the Contract.
CI 37.4 Final Payment Claim	Within 28 days of the expiry of the Defects Liability Period, or the completion of any specified new works or ratification works required by the Superintendent to be effected by McNab, whichever is later, McNab shall submit,	A Payment Claim endorsed as "Final Payment Claim" meeting all the requirements of a valid payment claim under Cl. 37.1.
CI 3 Provisional Sums & Annexure Part T – PC Items and Rates When requested to perform provisional sum works – this includes PC sum works such as relating to the supply of reinforcing steel:	When requested by the Superintendent, With each progress claim	McNab must provide the Superintendent with its estimate of the likely cost of the carrying out or supply by McNab of the Work or item to which a Provisional Sum relates. Provide reports or receipts for reinforcing steel delivered to the Site from its reinforcing suppliers, or subcontractor, itemised schedule that confirms the forecast quantity of steel for each level of the development to support monthly valuations.

Payment claim Provisions		
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		McNab should keep records of any price change in the supply cost rate for reinforcing steel to support monthly valuations.

Dispute Provisions		
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CI 42.1 Notice of Dispute If a difference or dispute emerges relating to the subject matter of the Contract:	No stated time period	Give the Superintendent and Principal a notice by hand or registered post adequately describing the dispute.
CI 37.4 Final Certificate If McNab wishes to dispute the Final Certificate:	Before the 7th day after the issue of the Final Certificate,	Issue and serve a Notice of Dispute under CI 42. [If McNab fails to issue and serve a Notice Of Dispute in relation to the Final Certificate before the expiry of the 7 th day after the issue of the Final Certificate, then the Final Certificate is final and binding].
CI 41.1 Communication of Claims When McNab becomes aware of any event or circumstance which would give rise to a claim against the Principal: [This clause is not applicable to claims for a latent condition, variation, EOT or payment claims.]	As soon as practicable after McNab becomes aware of any events which give rise to a Claim,	Provide a Prescribed Notice (of the general basis and quantum of the claim made under CI 41.1) or a Notice of Dispute under subclause 42.1.

Term	Definition
Compensable Cause	- any act, default or omission of the Superintendent, the Principal or its consultants, agents or separate contractors (not being employed by McNab) (excluding the matters stated in Item 28 of Annexure Part A); - Latent Conditions; - Change in Legislative Requirements; and

Term	Definition
	- A direction by an Authority but not where the Direction arose from the failure of McNab to comply with a Legislative Requirement. But does not include (per Item 28 of Annexure Part A): - any cause of delay within the reasonable control of McNab or any subcontractor (including selected or novated subcontractors); - any cause of delay caused or contributed to by McNab failing to comply with its obligations under the Contract; - any cause of delay which does not, or the effects of it do not, affect McNab's critical path for completion of the Works; and - any cause of delay which the Contract expressly excludes McNab's entitlement to an EOT.
Qualifying cause of delay	- any act, default or omission of the Superintendent, the Principal, its consultants, agents or separate contractors (not being employed by McNab) (excluding the matters stated in Item 28 of Annexure Part A); - delay by an Authority except to the extent it is caused or contributed to by any act or omission of McNab or its subcontractors; - a national or state wide strike that affects the work under the Contract, except to the extent that it is caused or contributed to by McNab or concerns the employees or subcontractors of McNab; - an Adverse Weather Event; - Latent Conditions; - Variations except where pursuant to a breach or request for convenience of McNab; - a change in Legislative Requirements occurring after the date of Contract Execution; - an Inclement Weather Day; - a direction by an Authority in response to the Pandemic that results in all WUC being suspended or delayed; - a delay or disruption which has adverse effect on the supply of equipment or materials required for the carrying out of WUC caused as a direct result of the Pandemic Delay Event; - any delay to the supply of materials, plant or equipment required for the performance of WUC which is not caused or contributed by a breach by McNab of this Contract, but only if the delay to the supply cannot be reasonably overcome (having regard to differences in cost, quality and lead times) by McNab using other sources; and - a Force Majeure Event.
Practical Completion	Works completed except minor defects;

Term	Definition
	- the Works comply with all conditions of the Development Approval; - the Works (including all glass and flooring) have been cleaned; - McNab has obtained all Approvals which are the responsibility of McNab for the Works to be used for its intended purposes and delivered copies to the Principal, including a Certificate of Classification; - Tests required have been carried out and passed; - All sections of maintenance, operating and training manuals and other information have been provided; - Documents required have been supplied; - McNab has provided documents listed in Item 18A; - All commissioning required by the Contract has been completed to the satisfaction of the Superintendent; - All plant and equipment (including rubbish) have been removed; - all subcontractor's warranties as may be set out or referred to in the Principal's Project Requirements have been so provided as required under the Contract; - All draft 'as-constructed' drawings, warranties, guarantees and manuals have been provided; - A contact list for all consultants, certifiers, head contractor staff, subcontractors and suppliers has been provided; and - any other conditions which the Contract requires be satisfied prior to practical completion, have been satisfied.
Provisional Sum	Includes monetary sum, contingency sum and prime cost item. [refer to the Provisional Sum section above] Annexure Part S provides the following amounts of Provisional Sums: Corporate signage: \$35,000 Wayfinding signage: \$30,000 Corner and door/door frame protection: \$30,000 Reception, Hair Salon and Private Dining stonework: \$22,000 Nurse Call, Electronic Access Control and Security Cameras: \$600,000 Lounge Area Screening: \$50,000 Arbour structures: \$100,000
Liquidated Damages Note: McNab's liability for Liquidated Damages	\$8,200.00 per day [under Item 29 of Annexure Part A].

Term	Definition
is limited to 5% of the GMP.	
Latent Condition	Physical conditions on the Site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent contractor at the time of the McNab's tender if McNab had inspected: - all written information made available by the Principal to McNab for the purpose of tendering; - all information influencing the risk allocation in the McNab's tender and reasonably obtainable by the making of reasonable enquiries; and - the site and its near surrounds.
Substantial Breach by Principal (Cl. 39.7)	Failing to: - provide Security; - produce evidence of insurance; - rectify inadequate access to the site if that failure continues for longer than the time stated in Item 36(a) of Annexure Part A [which is 7 days]; - rectify inadequate possession of the site if that failure continues for longer than the time stated in Item 36(b) of Annexure Part A [which is 7 days]; or - make a payment due and payable pursuant to the Contract; and The Superintendent not giving a Certificate of Practical Completion or reasons as referred to in subclause 34.6.
Variation	Means: - increase, decrease or omit any part of the work under the Contract; - change the character or quality; - change the levels, lines, positions or dimensions; - carry out additional work; and/or demolish or remove material or work no longer required by the Principal.
Notice	Requirement
Prescribed Notice if Contract is silent as to required notice, use Prescribed Notice...	Notice Must: - State it is a notice under Cl 41.1; - State the general basis for the Claim; - State the legal basis for the Claim; - State the facts relied upon; and - State the quantification of the Claim, with specifics.
Cl 7: Delivery of Notices	Notices must be delivered: - By hand; - By mail; or - By email*.

	*Email cannot be used for notices and other documents pursuant to Cl 37.4, 39, 41 and 42 or notices pursuant to Security of Payment legislation (payment claims etc.) Notice received after 5:00 pm shall be deemed to have been given and received on the next Business Day.
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