

## FORMAL INSTRUMENT OF AGREEMENT

THIS INSTRUMENT OF AGREEMENT is made the 29 day of August 2018

### BETWEEN

#### THE CONTRACTOR:

**McNab Developments (Qld) Pty Ltd**  
1/12 Neil Street  
Toowoomba Qld 4350

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

### AND:

#### THE SUBCONTRACTOR:

**TNT Roofing Pty Ltd**  
11 Sowden Street Drayton  
Toowoomba, QLD, 4350

**ABN: 52 120 470 840**  
**ACN: 120 470 840**  
**QBCC Licence No: 1116597**  
("Subcontractor")

## RECITALS

- A. Pursuant to a contract between McNab Developments (QLD) Pty Ltd as Contractor and The Corporation of The Roman Catholic Diocese of Toowoomba as Principal, McNab is undertaking The Catholic Education Office for Catholic Diocese of Toowoomba for the Principal at 158 James Street, South Toowoomba, QLD 4350 ("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 – Construction Program
    - (iii) Annexure 3 – Tender Qualification Minutes
    - (iv) Annexure 4 – Subcontractor Health, Safety & Environmental Requirements
    - (v) Annexure 5 –
- 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 **\$96,296.00 (Ninety Six thousand, Two Hundred and Ninety Six Dollars)** (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; and

3.2 Any information documents provided by the Contractor to the Subcontractor do not form part of the subcontract documents.

#### 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.

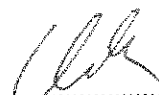
**EXECUTED AS AN AGREEMENT**

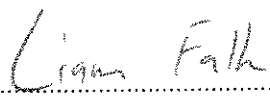
**EXECUTED by**

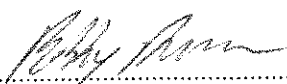
**McNab Developments (Qld) Pty Ltd**

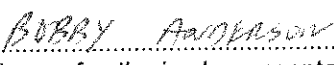
**ABN : 63 118 748 548**

by its duly authorised representative in the presence of:

  
.....  
Signature of witness

  
.....  
Name of witness (print)

  
.....  
Signature of authorised representative

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

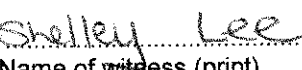
**EXECUTED by**

**TNT Roofing Pty Ltd**

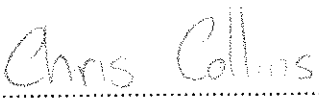
**ABN 52 120 470 840**

by its duly authorised representative in the presence of:

  
.....  
Signature of witness

  
.....  
Name of witness (print)

  
.....  
Signature of authorised representative

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

# **SUBCONTRACT**

**between**

**McNab Developments (Qld) Pty Ltd**  
Contractor

**and**

**TNT Roofing Pty Ltd**  
Subcontractor

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

## TABLE OF CONTENTS

|      |                                                                |    |
|------|----------------------------------------------------------------|----|
| 1.   | Applicable Law .....                                           | 3  |
| 2.   | Scope of Subcontract Works .....                               | 3  |
| 3.   | Head Contract .....                                            | 4  |
| 4.   | Contact With Others .....                                      | 4  |
| 5.   | Quality Assurance .....                                        | 5  |
| 6.   | Subcontract Documents .....                                    | 5  |
| 7.   | Evidence of Agreement/Documents .....                          | 6  |
| 8.   | Bills of Quantities/Schedule of Quantities .....               | 6  |
| 9.   | Assignment and Subcontracting .....                            | 6  |
| 10.  | Guarantees/Warranties .....                                    | 7  |
| 11.  | Shop Drawings and Site Dimensions .....                        | 7  |
| 12.  | Subcontractor to Inform Itself .....                           | 8  |
| 13.  | Latent Conditions .....                                        | 8  |
| 14.  | Statutory and Legislative Requirements .....                   | 9  |
| 15.  | Subcontractor's Representative .....                           | 9  |
| 16.  | Control of Employees .....                                     | 10 |
| 17.  | Work Health and Safety .....                                   | 10 |
| 18.  | Responsibility for Subcontract Works .....                     | 11 |
| 19.  | Possession and Access .....                                    | 11 |
| 20.  | Setting Out .....                                              | 12 |
| 21.  | Acceptance of Previous Work .....                              | 13 |
| 22.  | Materials .....                                                | 13 |
| 23.  | Examination and Testing .....                                  | 13 |
| 24.  | Variations .....                                               | 14 |
| 25.  | Notification of Claims .....                                   | 15 |
| 26.  | Liability for Defects .....                                    | 16 |
| 27.  | Cleaning .....                                                 | 16 |
| 28.  | Contractor's Work Schedule and Subcontractor's Programme ..... | 16 |
| 29.  | Delay and Extension of Time .....                              | 17 |
| 30.  | Acceleration .....                                             | 19 |
| 31.  | Payment .....                                                  | 20 |
| 32.  | Payment of Employees and Working Hours .....                   | 22 |
| 33.  | Retention Fund or Security .....                               | 22 |
| 34.  | Use of Retention Fund or Security .....                        | 23 |
| 35.  | Not used .....                                                 | 23 |
| 36.  | Indemnities .....                                              | 23 |
| 37.  | Insurance .....                                                | 24 |
| 38.  | Evidence of Insurances .....                                   | 24 |
| 39.  | Insurance Notices .....                                        | 24 |
| 40.  | Notices .....                                                  | 24 |
| 41.  | Industrial Relations .....                                     | 25 |
| 42.  | Payment of Wages .....                                         | 26 |
| 43.  | GST .....                                                      | 26 |
| 44.  | Building and Construction Industry Payments Act (BCIPA) .....  | 26 |
| 45.  | Protection of Persons and Property .....                       | 27 |
| 46.  | Urgent Protection .....                                        | 28 |
| 47.  | Provisional Sums .....                                         | 28 |
| 48.  | Cranage and Hoisting .....                                     | 28 |
| 49.  | Temporary Light and Power .....                                | 29 |
| 50.  | Samples .....                                                  | 29 |
| 51.  | Intellectual Property .....                                    | 29 |
| 52.  | Contractor's Default .....                                     | 30 |
| 52A. | Suspension .....                                               | 30 |
| 53.  | Subcontractor's Default .....                                  | 31 |
| 54.  | Determination of Head Contract .....                           | 32 |
| 55.  | Dispute Resolution .....                                       | 32 |
| 56.  | General Right of Set Off .....                                 | 33 |
| 57.  | Waiver .....                                                   | 35 |
| 57A. | Acknowledgement of Parties .....                               | 35 |
| 58.  | Interpretation and Definitions .....                           | 36 |

## GENERAL CONDITIONS OF SUBCONTRACT

GENERAL CONDITIONS OF SUBCONTRACT

Page 2 of 44

FORM: 05.48  
REV: 20170921

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

## 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.

### 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) assumes 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.

## 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

- (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.

#### 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.

#### 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 Practical Completion under the Head Contract is received 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 crane, 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 crane, 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.
- (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 seven 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.
- (j) 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.
- (k) 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.
- (l) If the project does not reach Practical Completion (as that term is defined under the Head Contract and as adjusted under the Head Contract) in accordance with the Head Contract 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:

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

- (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, 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 in the format at Annexure 3 or otherwise in a format approved by the Contractor:
  - (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;
- (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;
  - (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 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)
- (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 is 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 Practical Completion of the project, 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 or claimed by the Contractor to be due from the Subcontractor to the Contractor;
  - (ii) any Claim to payment 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. Insurance

- (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.

### 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) 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 and Construction Industry Payments Act (BCIPA)

- (a) In this clause:
- (i) the "Act" means the *Building and Construction Industry Payment Act 2004* (Qld);
  - (iv) 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:
- (v) 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);
- (vi) 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 "reference dates" do not survive or continue to accrue after termination of the contract.
- (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 correct any error or omission in a 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 au-

thority 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. Crane and Hoisting

- (a) Crane 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 craning 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 craning 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.

## 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 Contractors 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.

### 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) 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:

- (xi) take the Subcontract Works wholly or partly out of the control of the Subcontractor; or
- (xii) 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; and
- (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 intended for delivery to the site, as is reasonably required for completion of the Subcontract Works.
- (c) If the Contractor takes possession of anything under clause 53(b)(ii), the Contractor is to maintain such items and, subject to clause 53(d), is to return such of them as are surplus on completion of the Subcontract Works.
- (d) All costs and damages suffered or incurred by the Contractor as a result of the Subcontractor's breach or the Contractor completing the Subcontract Works shall be a debt due and payable by the Subcontractor to the Contractor and shall be deducted from the amount which would otherwise have become payable to the Subcontractor if the work had been completed by the Subcontractor.
- (e) If the Subcontractor is indebted to the Contractor, 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. Any excess is to be paid to the Subcontractor.

#### 53A. 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 loss of profits, costs, losses, damages or expenses suffered or incurred, other than those amounts payable under this clause.

#### 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 2013 and Queensland Guidelines

- (a) The Subcontractor shall comply with the Building Code 2013 (the Code), and any State Government implementation guidelines (Guidelines). Copies of the Code are available at [www.fwbc.gov.au/building-code](http://www.fwbc.gov.au/building-code).
- (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 agrees to do anything (including obtaining consents, signing and producing Documents, getting Documents completed and signed and supplying information) which the contractor asks and considers necessary for the purposes of:
  - (i) ensuring that the security interest is enforceable, perfected and otherwise effective; 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; and/or
  - (iii) enabling the Contractor to exercise rights in connection with the security interest.
- (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 Practical 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 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 and Construction Industry Payment Act 2004 (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.

**"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.

**"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.

**"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 Subcontract.

**"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 project requirements"** means the Contractor's written requirements for the Subcontract Works described or in inferable from the documents comprising the Subcontract.

**"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.

**"Date of Subcontractor Completion"** means the last date that the Subcontract Works have reached Subcontractor Completion.

**"Days"** means calendar days.

**"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.

**"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"** in respect of the Subcontract Works has the meaning of Practical Completion under the Head Contract in respect of the Project so far as it is applicable to the Subcontract Works. 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 (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.

## THE SCHEDULE

| Item # | Description                                                                                                                                               | Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Applicable Law:                                                                                                                                           | Queensland                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2      | Subcontract Works:                                                                                                                                        | Roofing works as per the attached scope of works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3      | Subcontract Documents:                                                                                                                                    | <input checked="" type="checkbox"/> Formal Instrument of Agreement<br><input checked="" type="checkbox"/> Annexure 1 Scope of Works document dated 29/08/2018<br><input checked="" type="checkbox"/> Annexure 2 Construction Program<br><input checked="" type="checkbox"/> Annexure 3 Tender Qualification Minutes<br><input checked="" type="checkbox"/> Annexure 4 Subcontractor Health, Safety & Environmental Requirements<br><input type="checkbox"/> -<br><input type="checkbox"/> -<br><input type="checkbox"/> -<br><input type="checkbox"/> -<br><input type="checkbox"/> - |
| 4      | Project:                                                                                                                                                  | Catholic Education Offices Toowoomba - Extension and Refurbishment to Heritage Listed School Building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5      | The Subcontract Sum shall be the sum of:                                                                                                                  | \$96,296 (Ninety Six Thousand, Two Hundred and Ninety Six Dollars) (exclusive of GST).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6      | Type of Contract:                                                                                                                                         | Lump Sum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6A     | Bill of Quantities:<br>Schedule of Quantities:                                                                                                            | DO NOT form part of the Subcontract<br>DO NOT form part of the Subcontract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7      | The address of the Contractor for service of Documents is:                                                                                                | Level 2, 10 Browning Street, West End Q 4101<br>Progress claims or payment claims made under BCIPA or otherwise are to be faxed to (07) 3846 7555 and emailed to accounts@mcnab.net.au & bobby.anderson@mcnab.net.au                                                                                                                                                                                                                                                                                                                                                                  |
| 8      | The address of the Subcontractor for service of Documents is:                                                                                             | 11 Sowden Street, Drayton, Toowoomba, QLD, 4350<br>Progress certificates and payment schedules provided by the Contractor are to be emailed to chris@tntroofing.com.au                                                                                                                                                                                                                                                                                                                                                                                                                |
| 9      | 9(a) Liquidated damages for the Subcontract Works – clause 28(j):<br><br>9(b) Liquidated damages of the Principal under the Head Contract – clause 28(k): | \$1,000 per day<br><br>\$1,000 per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10     | Facsimile no. for Contractor:                                                                                                                             | 07 3846 7555 (Progress claims or payment claims made under BCIPA or otherwise emailed to accounts@mcnab.net.au & bobby.anderson@mcnab.net.au)                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11     | Facsimile no. for Subcontractor:                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12     | Anticipated Date for Commencement:                                                                                                                        | 10/09/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Item # | Description                                                                                               | Detail                                                                                |
|--------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 13     | 13(a) Date for Subcontractor Completion of the Subcontract Works:<br>13(b) Date for Practical Completion: | 19/10/2018<br>10/01/2018                                                              |
| 14     | Date of month for submission of progress claims:                                                          | 25th of the month or next business day.                                               |
| 15     | Period/time for payment of claims:                                                                        | 25 Business Days                                                                      |
| 16     | Percentage of progress payments to be withheld and/ or form of security:<br>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     | <b>Insurances</b>                                                                                         |                                                                                       |
| a      | Public and Products Liability Risk Insurance:                                                             |                                                                                       |
|        | Name of Insurer                                                                                           | QBE Insurance (Australia) Limited                                                     |
|        | Policy Number                                                                                             | 107U144833BPK                                                                         |
|        | Expiry Date                                                                                               | 16/02/2019                                                                            |
|        | Limit of Cover                                                                                            | \$ 10,000,000.00                                                                      |
| b      | Motor Vehicles, Plant & Equipment Insurance:                                                              |                                                                                       |
|        | Name of Insurer                                                                                           |                                                                                       |
|        | Policy Number                                                                                             |                                                                                       |
|        | Expiry Date                                                                                               |                                                                                       |
|        | Limit of Cover                                                                                            | \$                                                                                    |
| c      | Work Cover Insurance:                                                                                     |                                                                                       |
|        | Name of Insurer                                                                                           | WorkCover Queensland                                                                  |
|        | Policy Number                                                                                             | WAA060746021                                                                          |
|        | Expiry Date                                                                                               | 30/09/2018                                                                            |
|        | Limit of Common Law Cover                                                                                 | \$ Unlimited                                                                          |
| d      | Professional Indemnity Insurance:                                                                         |                                                                                       |
|        | Name of Insurer                                                                                           |                                                                                       |
|        | Policy Number                                                                                             |                                                                                       |
|        | Expiry Date                                                                                               |                                                                                       |
|        | Limit of Common Law Cover                                                                                 | \$                                                                                    |
| 19     | Variation lower limit:                                                                                    | \$500.00                                                                              |
| 20     | Contractors Representative                                                                                |                                                                                       |
| 22     | Design                                                                                                    |                                                                                       |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

# Annexure 1

## Scope of Works Document

Job Name: **Catholic Education Office –  
Toowoomba**

Job Number: **18039**

Trade: **Roofing & Cladding**

Date: **29/08/2018**

## Contents

|                                                             |    |
|-------------------------------------------------------------|----|
| 1. Project Specific Scope of Works .....                    | 3  |
| 1.1. General Items .....                                    | 3  |
| 1.2. Health, Safety and Environment .....                   | 3  |
| 1.3. Project Quality Requirements (PQR) .....               | 5  |
| 1.4. Construction .....                                     | 6  |
| 1.5. Site Management .....                                  | 6  |
| 1.6. Craneage and Hoisting .....                            | 8  |
| 1.7. Administration .....                                   | 8  |
| 2. Trade Specific Scope of Works .....                      | 10 |
| 3. Tender Conditions .....                                  | 12 |
| 3.1. Documentation .....                                    | 12 |
| 3.2. Subcontractors Price .....                             | 12 |
| 3.3. Licensing/Advertising/Media Releases .....             | 13 |
| 4. Special Conditions of Subcontract .....                  | 14 |
| 5. Project Close Out Deliverables .....                     | 15 |
| 5.1. Conditions of Deliverables .....                       | 15 |
| 5.2. Deliverables Table .....                               | 16 |
| 6. Schedule of Scope of Works Reference Documentation ..... | 18 |
| 6.1. Subcontract Sum .....                                  | 19 |
| 6.2. Subcontract Drawings and Specifications .....          | 20 |
| 6.3. Subcontractor Progress Claim Form .....                | 33 |
| 6.4. Building Certifiers Checklist .....                    | 36 |
| 6.5. Traffic Management Plan .....                          | 38 |
| 6.6. Site Managers Site Specific Rules document .....       | 40 |
| 6.7 Programme, Lead Times & Key Milestones Schedule .....   | 41 |
| 6.8 RCTI Agreement .....                                    | 42 |

## 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 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, 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:
  - The works are within an existing and occupied complex
  - Parking restrictions apply across the entire site. No parking is allowed in the school parking zone in Lawrence Street.
  - Swearing, yelling, whistling or similar behaviour deemed inappropriate will result in immediate and permanent removal of that person from site.
  - No construction works or noisy activity is to commence prior to 6.30am daily.
- c) The Subcontractor shall allow for provision of a trained workplace health and safety representative for the site and that this person will attend safety meetings as directed by the Contractor.
- d) 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 a minimum of 24hrs notice. Personnel not booked in prior or arriving late to an induction will not be permitted on site.

- e) 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.
  - Proprietary steel cap 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.
- f) 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.
- g) 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.
- h) Job Hazard Assessments (JHAs) – In addition to the Subcontractor's SWMS, workers are required to assess for hazards and associated risks prior to commencing each task/activity. This is documented via a McNab JHA. A Subcontractor representative is responsible for ensuring a JHA is completed daily for all tasks being undertaken on site. JHAs must be completed after the daily pre-start and presented to McNab site management before subcontract works commence. A new JHA or amendment to the existing JHA will be required after any significant change in the conditions on site during the day.
- i) 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.
- j) 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.
- k) 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.
- l) 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 where requested by the Contractor, with non-compliant plant to be removed from site immediately.
- m) A Waste Management Plan will be implemented by the Contractor for this project. All waste is to strictly be discharged to designated bins for each type of material, eg. concrete, cardboard, general, etc.
- n) 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.

### 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 one (1) week prior to commencement on site for the review and approval 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 new Block J extension 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 safety standards. 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 waste water.
- c) The Contractor will provide temporary power to within 30m of the outermost workforce 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 lead stands and supply of portable generators where required.
- d) The Contractor will provide one (1) temporary bench mark and one (1) grid in each direction per level of the building 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.
- 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 limited 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. A map of preferred parking locations within the area is available to Subcontractor upon request, the Subcontractor shall be fully responsible for any parking fees, infringements and fines incurred by their personnel.
- b) The site opening hours are 6.30am to 6pm 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, manitoux and trolleys where required. The Subcontractor shall be fully responsible for accepting deliveries and coordinating unloading. 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) There is limited space within the site for Subcontractor offices and containers. Should any offices or containers be required to complete the subcontract works, seek site manager

approval prior to arranging delivery. The responsibility for security of the Subcontractors offices, containers, tool boxes etc., 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 (approximately 10 minutes duration). These may be attended by the Contractor's personnel from time to time, and the Subcontractor shall provide evidence of meetings held on a weekly basis.
- 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) All Subcontractors will provide an appropriate number of brooms, shovels, squeegees, barrows/trolleys, etc. required to carryout daily cleanup of their work areas. Subcontractors shall also provide personnel for a full site cleanup from time to time when deemed necessary by the Contractor.
- l) 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 where excessive waste is generated as a result of the Subcontract works.
- m) 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.
- n) 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.
- o) 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.
- p) 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. Craneage and Hoisting

- a) No craneage or hoisting will be provided by McNab for the use of Subcontractors.
- 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 provide all mobile craneage and hoisting 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) weeks 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 (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 subcontract works include but are not limited to the following:

1. the provision of 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.
2. Submit progress claims in accordance with the Subcontract sum
3. Submit progress claims in the format and medium directed by McNab
4. Fully comply with all requirements of the Traffic Management Plan
5. Fully comply with the Site Managers Specific Rules document
6. Fully comply with and Promptly provide all information and certificates required to comply with Development and Building approval Requirements
7. Undertake subcontract works and meet all key milestone dates as defined in the Key Milestone Schedule, provide items in a timely fashion to meet the defined lead-time constraints, and progress the works in accordance with the programme provided.
8. Operational documentation, warranties, guarantees, lead times, purchase orders are to be provided frequently and as a minimum on a monthly basis with progress claims and will be used as a means of assessing progress of the subcontract works.
9. Supply and install Lysaght Kliplok 0.48BMT metal roof sheeting system as indicated on the drawings and in accordance with the specification and finishes schedule.
10. Supply and install Colorbond Custom Orb metal roof sheeting system as indicated on the drawings and in accordance with the specification and finishes schedule.
11. Supply and install Colorbond Enseam wall cladding and Custom Orb wall cladding systems in 0.48 BMT as indicated on the drawings and in accordance with the specification and finishes schedule. Allow for all framing, materials, sarking and insulation to complete wall cladding as per drawings and specifications.
12. Supply and install 75mm Permastop Insulation Blanket R1.8 to all new roofing systems as indicated on the drawings and in accordance with the specification and finishes schedule.
13. Supply and install R3.5 insulation blanket to Building C as indicated on the drawings and in accordance with the specification and finishes schedule.
14. Supply and install 50mm FI XPS Foam Spacers as per specification.
15. Supply, install and make good to existing, of all box gutters, eaves gutters, cappings, flashings, fascias, and insulation as indicated on the drawings and in accordance with the specification and finishes schedule.
16. Supply and install sarking under new roof and wall sheeting as indicated on the drawings and in accordance with the specification and finishes schedule.
17. All material supplied is to be as nominated on the drawings and specifications and installed in accordance with manufacturer's recommendations and warranted accordingly.
18. Allow for various types of roof sheeting as documented in the project specification
19. Supply and install edge protection as and where required for the works
20. Supply and install safety mesh and install as per Australian Standards
21. Supply and install all new downpipes to the required locations and sizes, as indicated on the drawings and in accordance with the specification and finishes schedule. Allow to relocated downpipes as per drawings.
22. Insulation is to meet the requirements stated in the NCC Section J report.
23. Supply and install all flashings, cappings, dekites and the like to ensure a weather tight structure. All flashings and cappings to be Colorbond finish unless noted otherwise.

24. Allow to form all required roof penetrations (structural and services penetrations), under flashing, dry pan / flash / seal the same. Complete installation to be weatherproof/water tight and works completed in a tradesman like manner.
25. Allow for expansion joints where detailed and/or required.
26. Supply and install all Colorbond fascia, eaves gutters, box gutters, rainwater heads, spreaders and accessories - to include brackets and droppers.
27. Allow for all associated works including but not limited to flashings, fixings, packers, sealing and the like.
28. Install the sheeting to provide tight laps, fixed in accordance with the current Australian Standards and Codes and the specification requirements. Provide flashings of suitable size to provide a weatherproof, watertight installation. Upturn or downturn sheet pans at ends and provide adequate laps into gutters.
29. Where flashing/capping/toe mould profiles have not been provided please confirm with McNab prior to proceeding.
30. Provide roof and ceiling insulation as per the subcontract documents including certificate warranting the R Value required has been achieved with installation.
31. Supply and install screws and washers to complete the installation. Screws to be fixed to upper point of corrugation to ensure water tightness and colour matched to roof sheets.
32. Provide for thermal movement in the roof installation including movement in joints and fastenings all to manufacturer's requirements.
33. Inspect substrate and ensure that this is acceptable prior to commencement. No claims will be accepted for unsuitable substrate once roof plumbing has commenced.
34. Touch up all scratches, marks and screw heads on completion to match roof sheeting.
35. Provide separation strips between dissimilar metals.
36. ~~Should any roof sheets be dented, these will be replaced as part of the scope of works.~~ *CE*
37. Allow for long load deliveries to site and management of vehicles while unloading to site.
38. The subcontractor is to allow for delivery, unloading off truck, and vertical & horizontal movement to final location. *IF DENTED BY TNT ROOFING - BA*
39. Allow for multiple site mobilisations, as required to suit project timeframes.
40. Allow for crane hire and safety handrails to complete roofing works.
41. Ensure during installation and at the end of the day that roof sheeting is not left unfixed or loose to prevent storm or wind damage occurring.
42. Sweep down all areas daily including sheeting and gutters at completion to remove all metal filings, spurious metal etc. Remove all temporary protective coatings.
43. Remove all waste and rubbish from your work area on a daily basis and place in skips provided by the main contractor.
44. Carry out all remedial works immediately instructed to do so by the Main Contractor.
45. Provide samples, data and manufacturers details of all proposed components for approval prior to commencing the works.
46. Provide all warranties on the installed works in the name of the Principal prior to handover.
47. Provide a maintenance manual of the installed works. Including form 16
48. Provide a complete weatherproof, watertight installation at completion.
49. Executing the Works in the sequence required by the Main Contractor and allow for breaks in continuity of work.
50. All employees to have general induction cards (Blue / White card).
51. Regular attendance at site meetings as requested.
52. Relevant operation manuals, warranties etc., are required for Practical Completion. Note: money will be held against accounts for failure to issue.
53. The subcontractor shall supply their own set out for works in accordance with the drawings and or specifications from a Datum point or reference grids supplied by the Main Contractor.
54. The subcontractor prior to starting works will produce evidence that all survey equipment has been calibrated and a copy of the certificate issued to the Main Contractor.
55. Prior to starting on site, the subcontractor will supply the Main Contractor with safe work method statements and risk assessments for approval of works that they will be undertaking.
56. The subcontractor where required by law or legislation will install safety signage or barricading as required at each work face.

|         |           |
|---------|-----------|
| Initial | <i>BA</i> |
| Initial | <i>CE</i> |

57. Provide the Main Contractor a current copy of all electrical equipment to be used on site including a copy of the testing certificate by a certified tester.
58. All plant and equipment to be used on site must be maintained to comply with the regulations and manufactures recommendations.
59. The subcontractor will be responsible to supply as required all tools, plant and equipment and PPE to undertake their contract work.
60. The subcontractor is to undertake regular inspections of their works and complete Quality Assurance documents as required under the contract or by the Main Contractor.
61. The subcontractor will make allowance for overtime as required to meet the Main Contractors program.
62. The subcontractor is to have allowed for any fees that may be required to be paid for inspections or certifications for their contract works.
63. Protect all works until practical completion has been achieved or requested to be removed by the Main Contractor.
64. Supply a site supervisor at all times while your company is undertaking works on the project for the Main Contractor to liaise with on any issues that may arise during construction.
65. Task lighting is to be supplied by the subcontractor.
66. Supply & install 'Leaf Guard' to all gutters in accordance with the drawings.

#### **Works By Others**

- Glass Roof

### **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.

#### 4. Special Conditions of Subcontract

N/A

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| Initial |  |
| Initial |  |

## 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: The Corporation of the Roman Catholic Diocese of Toowoomba

## 5.2. Deliverables Table

| Deliverable Requirement                                        | Specific Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Document Reference                       |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Samples                                                        | As defined in scope of work and specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                          |
| Form 15 & 16                                                   | <ul style="list-style-type: none"> <li>A completed Form 16 (and form 15 where design work is undertaken) for all elements defined by the Building Certifiers checklist</li> <li>Evidence of Competence to sign a Form 15 &amp; 16</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Building Certifiers Checklist            |
| Technical Data & Operation, Maintenance & Installation Manuals | <p>O&amp;M manuals including all deliverables in this table and:</p> <ul style="list-style-type: none"> <li>Title, Table of contents</li> <li>Names, addresses telephone numbers of your company</li> <li>drawings &amp; tech data</li> <li>Summary of all equipment is to be provided with power, water, gas, thermal &amp; service requirements</li> <li>general description of the installation</li> <li>systems description &amp; performance</li> <li>Baseline data to Australian Standard 1851</li> <li>Documentation to AS 1851</li> <li>Equipment Descriptions including <ul style="list-style-type: none"> <li>Names, addresses telephone numbers of suppliers</li> <li>Schedules, system by system stating locations, duties, performance, date of manufacture, a cross-referenced diagrammatic drawing.</li> <li>Technical literature</li> </ul> </li> <li>Product Certification</li> <li>Test Reports</li> <li>Balancing, commissioning results</li> <li>7 Day record of all trends at commissioning</li> <li>Emergency after hours contact details and call out fee policy</li> </ul>                                | O&M template available on Procore        |
| Guarantees and Warranties                                      | <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                          |
| Maintenance Documentation                                      | <ul style="list-style-type: none"> <li>Maintenance Procedures <ul style="list-style-type: none"> <li>Detailed manufacturers recommendations for periodic maintenance &amp; procedures</li> <li>Registration of equipment with manufacturers</li> <li>Safe trouble shooting, disassembly, repair, re-assembly cleaning etc procedures</li> <li>Schedules of spares subject to wear or deterioration, including local supplier contacts and model numbers</li> <li>including lubrication schedules</li> <li>Schedules for recording commissioning data</li> <li>Instructions for use of tools and testing</li> <li>Emergency procedures</li> <li>Safety Data Sheets</li> <li>Instructions and schedules to confirm to AS 1851, 3666.2, 3666.3, 3666.4</li> <li>Preventative Maintenance information</li> </ul> </li> <li>Maintenance records <ul style="list-style-type: none"> <li>Service records to AS1851</li> <li>Loose leaf log book pages for recording completion of activities, 100 pages or for the maintenance period + 12 months (whichever is greater)</li> </ul> </li> <li>Maintenance Agreements Required</li> </ul> |                                          |
| As Built Documentation                                         | As built drawings to be provided in CAD format by the subcontractor as a part of their O&M manuals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | All Referenced Drawings & Specifications |
| Commissioning Plan and Results                                 | Including completion test results                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          |

| Deliverable Requirement       | Specific Requirement                                                                                                                                                                                         | Document Reference |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Inspection Test Plans (ITP's) | <ul style="list-style-type: none"> <li>Including all required referenced quality records</li> <li>As Built drawings (Red line mark ups) to be provided at end of each ITP to close each item out.</li> </ul> |                    |
| 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.                                                                          |                    |

## 6. Schedule of Scope of Works Reference Documentation

1. Subcontract Sum
2. Subcontract Drawings and Specifications
3. Subcontract claim form
4. Building Certifiers Checklist
5. Traffic Management Plan
6. Site Managers Site Specific Rules Document
7. Program, Lead Times & Key Milestone Schedule
8. RCTI Agreement

*MA*

*u*

## 6.1. Subcontract Sum

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

| Item     | Quantity | Unit | Rate        | Cost        |
|----------|----------|------|-------------|-------------|
| Lump sum | 1        | sum  | \$96,296.00 | \$96,296.00 |
|          |          |      |             |             |
|          |          |      |             |             |

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                                    | Unit | Rate |
|-----------------------------------------|------|------|
| <b>Labour</b>                           |      |      |
| Hourly Rate                             | Hour | \$65 |
|                                         |      |      |
|                                         |      |      |
| <b>External Costs</b>                   |      |      |
| Mark up on plant, materials or services | %    | 10   |

## 6.2. Subcontract Drawings and Specifications

- Current Drawings as per attached drawing transmittal dated 22/06/2018
- Catholic Education Office Program dated 22/08/2018
- Architectural Specification dated 13/03/2018
- Schedule of Finishes – Internal Works (Rev D)
- Schedule of Finishes - External Works (Rev D)
- NCC Section J Report dated 15/03/2018

Drawing transmittal dated 22/06/2018

|               |                                          |                            |
|---------------|------------------------------------------|----------------------------|
| <u>CD0-00</u> | <u>COVER SHEET</u>                       | 1 13/06/2018 Architectural |
| <u>CD0-01</u> | <u>EXISTING SITE PLAN</u>                | 1 13/06/2018 Architectural |
| <u>CD0-02</u> | <u>PROPOSED DEMOLITION PLAN - SITE</u>   | 1 13/06/2018 Architectural |
| <u>CD0-03</u> | <u>PROPOSED PLAN - SITE</u>              | 1 13/06/2018 Architectural |
| <u>CD1-01</u> | <u>BUILDING A EXIST. AND DEMO. PLANS</u> | 1 13/06/2018 Architectural |
| <u>CD1-02</u> | <u>PROPOSED BASEMENT FLOOR PLAN</u>      | 1 13/06/2018 Architectural |
| <u>CD1-03</u> | <u>PROPOSED LEVEL 1 FLOOR PLAN</u>       | 1 13/06/2018 Architectural |
| <u>CD1-04</u> | <u>PROPOSED LEVEL 2 FLOOR PLAN</u>       | 1 13/06/2018 Architectural |
| <u>CD1-05</u> | <u>ROOF PLAN</u>                         | 1 13/06/2018 Architectural |
| <u>CD1-06</u> | <u>LEVEL 1 &amp; 2 FIT OUT PLANS</u>     | 1 13/06/2018 Architectural |
| <u>CD2-01</u> | <u>SECTIONS 1</u>                        | 1 13/06/2018 Architectural |
| <u>CD2-02</u> | <u>SECTIONS 2</u>                        | 1 13/06/2018 Architectural |
| <u>CD2-03</u> | <u>SECTIONS 3</u>                        | 1 13/06/2018 Architectural |
| <u>CD3-01</u> | <u>ELEVATIONS NORTH AND SOUTH</u>        | 1 13/06/2018 Architectural |
| <u>CD3-02</u> | <u>ELEVATIONS EAST AND WEST</u>          | 1 13/06/2018 Architectural |
| <u>CD4-01</u> | <u>REFLECTED CEILING PLAN BASEMENT</u>   | 1 13/06/2018 Architectural |

|               |                                            |                            |
|---------------|--------------------------------------------|----------------------------|
| <u>CD4-02</u> | <u>REFLECTED CEILING PLAN LEVEL 1</u>      | 1 13/06/2018 Architectural |
| <u>CD4-03</u> | <u>REFLECTED CEILING PLAN LEVEL 2</u>      | 1 13/06/2018 Architectural |
| <u>CD5-01</u> | <u>DOOR SCHEDULE</u>                       | 1 13/06/2018 Architectural |
| <u>CD5-02</u> | <u>DOOR SCHEDULE</u>                       | 1 13/06/2018 Architectural |
| <u>CD5-03</u> | <u>WINDOW SCHEDULE</u>                     | 1 13/06/2018 Architectural |
| <u>CD5-04</u> | <u>DOOR &amp; WINDOW SCHEDULE - BLDG C</u> | 1 13/06/2018 Architectural |
| <u>CD6-01</u> | <u>FIRE STAIR 1 - WEST</u>                 | 1 13/06/2018 Architectural |
| <u>CD6-02</u> | <u>FIRE STAIR 2- EAST</u>                  | 1 13/06/2018 Architectural |
| <u>CD6-10</u> | <u>BASEMENT CONSTRUCTION DETAILS 1</u>     | 1 13/06/2018 Architectural |
| <u>CD6-11</u> | <u>BASEMENT CONSTRUCTION DETAILS 2</u>     | 1 13/06/2018 Architectural |
| <u>CD6-12</u> | <u>BASEMENT CONSTRUCTION DETAILS 3</u>     | 1 13/06/2018 Architectural |
| <u>CD6-13</u> | <u>LEVEL 1 CONSTRUCTION DETAILS 1</u>      | 1 13/06/2018 Architectural |
| <u>CD6-14</u> | <u>LEVEL 1 CONSTRUCTION DETAILS 2</u>      | 1 13/06/2018 Architectural |
| <u>CD6-15</u> | <u>LEVEL 2 CONSTRUCTION DETAILS 1</u>      | 1 13/06/2018 Architectural |
| <u>CD6-16</u> | <u>LEVEL 2 CONSTRUCTION DETAILS 2</u>      | 1 13/06/2018 Architectural |
| <u>CD6-17</u> | <u>LEVEL 2 CONSTRUCTION DETAILS 3</u>      | 1 13/06/2018 Architectural |
| <u>CD6-18</u> | <u>LEVEL 2 - CONSTRUCTION DETAILS 4</u>    | 1 13/06/2018 Architectural |

|               |                                        |                            |
|---------------|----------------------------------------|----------------------------|
| <u>CD6-20</u> | <u>EXTERNAL WALL SECTIONS</u>          | 1 13/06/2018 Architectural |
| <u>CD6-30</u> | <u>CONSTRUCTION DETAILS GLASS ROOF</u> | 1 13/06/2018 Architectural |
| <u>CD6-31</u> | <u>GLASS ROOF SECTIONS 1</u>           | 1 13/06/2018 Architectural |
| <u>CD6-32</u> | <u>GLASS ROOF SECTIONS 2</u>           | 1 13/06/2018 Architectural |
| <u>CD6-33</u> | <u>LINK DOOR DETAILS</u>               | 1 13/06/2018 Architectural |
| <u>CD6-34</u> | <u>CONSTRUCTION DETAILS 3</u>          | 1 13/06/2018 Architectural |
| <u>CD6-35</u> | <u>CONSTRUCTION DETAILS 4</u>          | 1 13/06/2018 Architectural |
| <u>CD7-01</u> | <u>WET AREA DETAILS</u>                | 1 13/06/2018 Architectural |
| <u>CD7-02</u> | <u>WET AREA DETAILS 2</u>              | 1 13/06/2018 Architectural |
| <u>CD7-03</u> | <u>WET AREA DETAILS 3</u>              | 1 13/06/2018 Architectural |
| <u>CD7-04</u> | <u>WET AREA DETAILS 4</u>              | 1 13/06/2018 Architectural |
| <u>CD8-01</u> | <u>JOINERY DETAILS</u>                 | 1 13/06/2018 Architectural |
| <u>CD9-01</u> | <u>EXTERNAL WORKS KEY PLAN</u>         | 1 13/06/2018 Architectural |
| <u>CD9-02</u> | <u>EXTERNAL WORKS PLAN A</u>           | 1 13/06/2018 Architectural |
| <u>CD9-03</u> | <u>EXTERNAL WORKS PLAN B</u>           | 1 13/06/2018 Architectural |
| <u>CD9-04</u> | <u>EXTERNAL WORKS PLAN C</u>           | 1 13/06/2018 Architectural |
| <u>CD9-05</u> | <u>EXTERNAL WORKS PLAN D</u>           | 1 13/06/2018 Architectural |

|                |                                          |   |            |               |
|----------------|------------------------------------------|---|------------|---------------|
| <u>CD9-06</u>  | <u>EXTERNAL WORKS PLAN E</u>             | 1 | 13/06/2018 | Architectural |
| <u>CD41-01</u> | <u>EXISTING FLOOR PLAN BUILDING C</u>    | 1 | 13/06/2018 | Architectural |
| <u>CD41-02</u> | <u>PROPOSED FLOOR PLAN BUILDING C</u>    | 1 | 13/06/2018 | Architectural |
| <u>CD41-04</u> | <u>PROPOSED LAYOUT PLANS BUILDING C</u>  | 1 | 13/06/2018 | Architectural |
| <u>CD41-05</u> | <u>ROOF PLAN BUILDING C</u>              | 1 | 13/06/2018 | Architectural |
| <u>CD42-01</u> | <u>SECTIONS BUILDING C</u>               | 1 | 13/06/2018 | Architectural |
| <u>CD42-02</u> | <u>SECTIONS 2 BUILDING C</u>             | 1 | 13/06/2018 | Architectural |
| <u>CD43-01</u> | <u>ELEVATIONS NORTH BUILDING C</u>       | 1 | 13/06/2018 | Architectural |
| <u>CD43-02</u> | <u>ELEVATIONS EAST BUILDING C</u>        | 1 | 13/06/2018 | Architectural |
| <u>CD43-03</u> | <u>ELEVATIONS SOUTH BUILDING C</u>       | 1 | 13/06/2018 | Architectural |
| <u>CD43-04</u> | <u>ELEVATIONS WEST BUILDING C</u>        | 1 | 13/06/2018 | Architectural |
| <u>CD44-01</u> | <u>REFLECTED CEILING PLAN BUILDING C</u> | 1 | 13/06/2018 | Architectural |
| <u>CD47-01</u> | <u>WET AREA DETAILS BUILDING C</u>       | 1 | 13/06/2018 | Architectural |
| <u>CD48-01</u> | <u>JOINERY BUILDING C</u>                | 1 | 13/06/2018 | Architectural |
| <b>Civil</b>   |                                          |   |            |               |
| <u>C-C0101</u> | <u>SITE GRADING PLAN -1</u>              | 1 | 04/04/2018 | Civil         |
| <u>C-C0102</u> | <u>SITE GRADING PLAN - 2</u>             | 1 | 04/04/2018 | Civil         |
| <u>C-C0103</u> | <u>DRIVEWAY CROSSOVER PLAN</u>           | 1 | 04/04/2018 | Civil         |

|                   |                                                                     |   |            |            |
|-------------------|---------------------------------------------------------------------|---|------------|------------|
| <u>C-C0104</u>    | <u>SITE GRADING SECTIONS</u>                                        | 1 | 04/04/2018 | Civil      |
| <u>C-C0201</u>    | <u>SLAB JOINT LAYOUT PLAN -1</u>                                    | 1 | 04/04/2018 | Civil      |
| <u>C-C0202</u>    | <u>SLAB JOINT LAYOUT PLAN 2 AND DETAILS</u>                         | 1 | 04/04/2018 | Civil      |
| <u>C-D0201</u>    | <u>STORMWATER, EROSION &amp; SEDIMENT CONTROL LAYOUT PLAN</u>       | 1 | 04/04/2018 | Civil      |
| <u>C-D0301</u>    | <u>STORMWATER LONGITUDINAL SECTION -1</u>                           | 1 | 04/04/2018 | Civil      |
| <u>C-D0302</u>    | <u>STORMWATER LONGITUDINAL SECTION - 2</u>                          | 1 | 04/04/2018 | Civil      |
| <u>C-G0101</u>    | <u>DRAWING INDEX AND LOCALITY PLAN</u>                              | 1 | 04/04/2018 | Civil      |
| <u>C-G0201</u>    | <u>SURVEY SETOUT PLAN</u>                                           | 1 | 04/04/2018 | Civil      |
| <u>C-R0501</u>    | <u>BULK EARTHWORKS PLAN</u>                                         | 1 | 04/04/2018 | Civil      |
| <u>C-W0101</u>    | <u>WATER LAYOUT PLAN</u>                                            | 1 | 04/04/2018 | Civil      |
| <b>Electrical</b> |                                                                     |   |            |            |
| <u>E000</u>       | <u>COVER SHEET, LEGEND AND GENERAL NOTES AND DRAWING</u>            | 0 | 13/06/2018 | Electrical |
| <u>E002</u>       | <u>SITE PLAN</u>                                                    | 0 | 13/06/2018 | Electrical |
| <u>E100</u>       | <u>BUILDING A&amp;J BASEMENT LIGHTING AND FIRE DETECTION LAYOUT</u> | 0 | 13/06/2018 | Electrical |
| <u>E101</u>       | <u>BUILDING A&amp;J LEVEL 1 LIGHTING AND FIRE DETECTION LAYOUT</u>  | 0 | 13/06/2018 | Electrical |
| <u>E102</u>       | <u>BUILDING A&amp;J LEVEL 2 LIGHTING AND FIRE DETECTION LAYOUT</u>  | 0 | 13/06/2018 | Electrical |
| <u>E103</u>       | <u>BUILDING C GROUND FLOOR LIGHTING AND FIRE DETECTION LAYOUT</u>   | 0 | 13/06/2018 | Electrical |

|             |                                                                                 |              |            |
|-------------|---------------------------------------------------------------------------------|--------------|------------|
| <u>E200</u> | <u>BUILDING A&amp;J BASEMENT SMALL POWER AND ANCILLARY SERVICES LAYOUT</u>      | 0 13/06/2018 | Electrical |
| <u>E201</u> | <u>BUILDING A&amp;J LEVEL 1 SMALL POWER AND ANCILLARY SERVICES LAYOUT</u>       | 0 13/06/2018 | Electrical |
| <u>E202</u> | <u>BUILDING A&amp;J LEVEL 2 SMALL POWER AND ANCILLARY SERVICES LAYOUT</u>       | 0 13/06/2018 | Electrical |
| <u>E203</u> | <u>BUILDING C GROUND FLOOR SMALL POWER AND ANCILLARY SERVICES LAYOUT</u>        | 0 13/06/2018 | Electrical |
| <u>E300</u> | <u>BUILDING A&amp;J BASEMENT CABLE CONTAINMENT AND MAIN DISTRIBUTION LAYOUT</u> | 0 13/06/2018 | Electrical |
| <u>E301</u> | <u>BUILDING A&amp;J LEVEL 1 CABLE CONTAINMENT AND MAIN DISTRIBUTION LAYOUT</u>  | 0 13/06/2018 | Electrical |
| <u>E302</u> | <u>BUILDING A&amp;J LEVEL 2 CABLE CONTAINMENT AND MAIN DISTRIBUTION LAYOUT</u>  | 0 13/06/2018 | Electrical |
| <u>E400</u> | <u>SCHEMATICS AND DETAILS</u>                                                   | 0 13/06/2018 | Electrical |
| <u>E401</u> | <u>SCHEMATICS AND DETAILS</u>                                                   | 0 13/06/2018 | Electrical |
| <u>E402</u> | <u>TYPICAL DETAILS</u>                                                          | 0 13/06/2018 | Electrical |
| <u>E403</u> | <u>ERGON DETAILS</u>                                                            | A 23/03/2018 | Electrical |
| <u>E404</u> | <u>ERGON DETAILS</u>                                                            | A 23/03/2018 | Electrical |

#### Hydraulics

|              |                                          |              |            |
|--------------|------------------------------------------|--------------|------------|
| <u>H0101</u> | <u>LEGEND</u>                            | A 13/03/2018 | Hydraulics |
| <u>H0102</u> | <u>NOTES</u>                             | A 13/03/2018 | Hydraulics |
| <u>H0103</u> | <u>SITE PLAN</u>                         | B 13/03/2018 | Hydraulics |
| <u>H0201</u> | <u>SANITARY DRAINAGE PLAN - BASEMENT</u> | B 13/03/2018 | Hydraulics |

|              |                                             |                          |
|--------------|---------------------------------------------|--------------------------|
| <u>H0202</u> | <u>SANITARY DRAINAGE PLAN - LEVEL 1</u>     | B 13/03/2018 Hydraulics  |
| <u>H0203</u> | <u>SANITARY DRAINAGE PLAN - LEVEL 2</u>     | B 13/03/2018 Hydraulics  |
| <u>H0204</u> | <u>SANITARY DRAINAGE PLAN - CONFERENCE</u>  | B 13/03/2018 Hydraulics  |
| <u>H0205</u> | <u>ROOF DRAINAGE PLAN</u>                   | A 13/03/2018 Hydraulics  |
| <u>H0301</u> | <u>WATER RETICULATION PLAN - BASEMENT</u>   | 0A 28/03/2018 Hydraulics |
| <u>H0302</u> | <u>WATER RETICULATION PLAN - LEVEL 1</u>    | 0A 28/03/2018 Hydraulics |
| <u>H0303</u> | <u>WATER RETICULATION PLAN - LEVEL 2</u>    | 0A 28/03/2018 Hydraulics |
| <u>H0304</u> | <u>WATER RETICULATION PLAN - CONFERENCE</u> | 0A 28/03/2018 Hydraulics |
| <u>H0901</u> | <u>DETAILS - 1</u>                          | A 13/03/2018 Hydraulics  |
| <u>H0902</u> | <u>DETAILS - 2</u>                          | A 13/03/2018 Hydraulics  |

#### **Landscaping**

|              |                                        |                          |
|--------------|----------------------------------------|--------------------------|
| <u>SK-01</u> | <u>Cover Sheet And Landscape Notes</u> | C 16/02/2018 Landscaping |
| <u>SK-02</u> | <u>LANDSCAPE LAYOUT PLAN PART A</u>    | C 16/02/2018 Landscaping |
| <u>SK-03</u> | <u>LANDSCAPE LAYOUT PLAN PART B</u>    | C 16/02/2018 Landscaping |
| <u>SK-04</u> | <u>LANDSCAPE LAYOUT PLAN PART C</u>    | C 16/02/2018 Landscaping |
| <u>SK-05</u> | <u>LANDSCAPE LAYOUT PLAN PART D</u>    | C 16/02/2018 Landscaping |
| <u>SK-06</u> | <u>LANDSCAPE LAYOUT PLAN PART E</u>    | C 16/02/2018 Landscaping |
| <u>SK-07</u> | <u>LANDSCAPE LAYOUT PLAN PART F</u>    | C 16/02/2018 Landscaping |

|              |                                     |                          |
|--------------|-------------------------------------|--------------------------|
| <u>SK-08</u> | <u>LANDSCAPE LAYOUT PLAN PART G</u> | C 16/02/2018 Landscaping |
| <u>SK-09</u> | <u>LANDSCAPE DETAILS</u>            | C 16/02/2018 Landscaping |
| <u>SK-10</u> | <u>PLANTING PALETTE</u>             | C 16/02/2018 Landscaping |

#### **Mechanical**

|             |                                                                          |                         |
|-------------|--------------------------------------------------------------------------|-------------------------|
| <u>M000</u> | <u>COVER SHEET, LEGEND GENERAL NOTES, SCHEDULES AND DRAWING LIST</u>     | 0 13/06/2018 Mechanical |
| <u>M001</u> | <u>STANDARD DETAILS</u>                                                  | 0 13/06/2018 Mechanical |
| <u>M100</u> | <u>BUILDING A&amp;J BASEMENT AIR CONDITIONING AND VENTILATION LAYOUT</u> | 0 13/06/2018 Mechanical |
| <u>M101</u> | <u>BUILDING A&amp;J LEVEL 1 AIR CONDITIONING AND VENTILATION LAYOUT</u>  | 0 13/06/2018 Mechanical |
| <u>M102</u> | <u>BUILDING A&amp;J LEVEL 2 AIR CONDITIONING AND VENTILATION LAYOUT</u>  | 0 13/06/2018 Mechanical |
| <u>M103</u> | <u>BUILDING A&amp;J ROOF EQUIPMENT LAYOUT</u>                            | 0 13/06/2018 Mechanical |
| <u>M200</u> | <u>BUILDING C AIR CONDITIONING AND VENTILATION LAYOUT</u>                | 0 13/06/2018 Mechanical |

#### **Structural**

|                       |                                 |                         |
|-----------------------|---------------------------------|-------------------------|
| <u>S-<br/>C000.00</u> | <u>COVER SHEET</u>              | B 09/03/2018 Structural |
| <u>S-<br/>C000.01</u> | <u>GENERAL BUILDING NOTES</u>   | B 09/03/2018 Structural |
| <u>S-<br/>C001.01</u> | <u>SLAB AND FOOTING LAYOUT</u>  | B 09/03/2018 Structural |
| <u>S-<br/>C001.02</u> | <u>SLAB AND FOOTING DETAILS</u> | B 09/03/2018 Structural |
| <u>S-<br/>C100.01</u> | <u>ROOF FRAMING LAYOUT</u>      | B 09/03/2018 Structural |

|                             |                                           |                         |
|-----------------------------|-------------------------------------------|-------------------------|
| <u>S-</u><br><u>C100.02</u> | <u>STEEL FRAMING ELEVATIONS - SHEET 1</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>C100.03</u> | <u>STEEL FRAMING ELEVATIONS - SHEET 2</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>C100.04</u> | <u>STEEL FRAMING ELEVATIONS - SHEET 3</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>C100.05</u> | <u>STEEL FRAMING DETAILS - SHEET 1</u>    | B 09/03/2018 Structural |
| <u>S-</u><br><u>C100.06</u> | <u>STEEL FRAMING DETAILS - SHEET 2</u>    | B 09/03/2018 Structural |
| <u>S-</u><br><u>C100.07</u> | <u>STEEL FRAMING DETAILS - SHEET 3</u>    | B 09/03/2018 Structural |
| <u>S-</u><br><u>J000.00</u> | <u>COVER SHEET</u>                        | C 09/03/2018 Structural |
| <u>S-</u><br><u>J000.01</u> | <u>GENERAL BUILDING NOTES</u>             | B 09/03/2018 Structural |
| <u>S-</u><br><u>J001.00</u> | <u>FOOTING ISOMETRIC VIEW</u>             | C 09/03/2018 Structural |
| <u>S-</u><br><u>J001.01</u> | <u>BASEMENT 1 FOOTING LAYOUT</u>          | C 09/03/2018 Structural |
| <u>S-</u><br><u>J001.02</u> | <u>FOOTING DETAILS - SHEET 1</u>          | B 09/03/2018 Structural |
| <u>S-</u><br><u>J001.03</u> | <u>FOOTING DETAILS - SHEET 2</u>          | B 09/03/2018 Structural |
| <u>S-</u><br><u>J002.00</u> | <u>BASEMENT 1 ISOMETRIC VIEW</u>          | C 09/03/2018 Structural |
| <u>S-</u><br><u>J002.01</u> | <u>BASEMENT 1 GENERAL ARRANGEMENT</u>     | C 09/03/2018 Structural |
| <u>S-</u><br><u>J002.02</u> | <u>SLAB ON GROUND DETAILS</u>             | B 09/03/2018 Structural |

|                             |                                          |                         |
|-----------------------------|------------------------------------------|-------------------------|
| <u>S-</u><br><u>J002.03</u> | <u>BASEMENT 1 SECTIONS</u>               | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.00</u> | <u>LEVEL 1 ISOMETRIC VIEW</u>            | C 09/03/2018 Structural |
| <u>S-</u><br><u>J003.01</u> | <u>LEVEL 1 GENERAL ARRANGEMENT</u>       | C 09/03/2018 Structural |
| <u>S-</u><br><u>J003.02</u> | <u>LEVEL 1 BOTTOM REINFORCEMENT</u>      | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.03</u> | <u>LEVEL 1 TOP REINFORCEMENT</u>         | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.04</u> | <u>LEVEL 1 BEAM BOTTOM REINFORCEMENT</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.05</u> | <u>LEVEL 1 BEAM TOP REINFORCEMENT</u>    | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.06</u> | <u>LEVEL 1 SECTIONS - SHEET 1</u>        | B 09/03/2018 Structural |
| <u>S-</u><br><u>J003.07</u> | <u>LEVEL 1 SECTIONS - SHEET 2</u>        | B 09/03/2018 Structural |
| <u>S-</u><br><u>J004.00</u> | <u>LEVEL 2 ISOMETRIC VIEW</u>            | C 09/03/2018 Structural |
| <u>S-</u><br><u>J004.01</u> | <u>LEVEL 2 GENERAL ARRANGEMENT</u>       | C 09/03/2018 Structural |
| <u>S-</u><br><u>J004.02</u> | <u>LEVEL 2 BOTTOM REINFORCEMENT</u>      | B 09/03/2018 Structural |
| <u>S-</u><br><u>J004.03</u> | <u>LEVEL 2 TOP REINFORCEMENT</u>         | B 09/03/2018 Structural |
| <u>S-</u><br><u>J004.04</u> | <u>LEVEL 2 BEAM BOTTOM REINFORCEMENT</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>J004.05</u> | <u>LEVEL 2 BEAM TOP REINFORCEMENT</u>    | B 09/03/2018 Structural |

|                             |                                         |                         |
|-----------------------------|-----------------------------------------|-------------------------|
| <u>S-</u><br><u>J004.06</u> | <u>LEVEL 2 SECTIONS - SHEET 1</u>       | B 09/03/2018 Structural |
| <u>S-</u><br><u>J004.07</u> | <u>LEVEL 2 SECTIONS - SHEET 2</u>       | B 09/03/2018 Structural |
| <u>S-</u><br><u>J100.00</u> | <u>ROOF ISOMETRIC VIEW</u>              | C 09/03/2018 Structural |
| <u>S-</u><br><u>J100.01</u> | <u>ROOF FRAMING LAYOUT</u>              | C 09/03/2018 Structural |
| <u>S-</u><br><u>J100.02</u> | <u>ROOF PURLIN LAYOUT</u>               | C 09/03/2018 Structural |
| <u>S-</u><br><u>J100.03</u> | <u>STEEL FRAMING ELEVATIONS</u>         | C 09/03/2018 Structural |
| <u>S-</u><br><u>J100.04</u> | <u>STEEL FRAMING DETAILS - SHEET 1</u>  | B 09/03/2018 Structural |
| <u>S-</u><br><u>J100.05</u> | <u>STEEL FRAMING DETAILS - SHEET 2</u>  | B 09/03/2018 Structural |
| <u>S-</u><br><u>J100.06</u> | <u>STEEL FRAMING DETAILS - SHEET 3</u>  | B 09/03/2018 Structural |
| <u>S-</u><br><u>J100.07</u> | <u>STEEL FRAMING DETAILS - SHEET 4</u>  | B 09/03/2018 Structural |
| <u>S-</u><br><u>J100.08</u> | <u>STEEL FRAMING DETAILS - SHEET 5</u>  | B 09/03/2018 Structural |
| <u>S-</u><br><u>J200.00</u> | <u>STRUCTURAL COLUMN ISOMETRIC VIEW</u> | B 09/03/2018 Structural |
| <u>S-</u><br><u>J200.01</u> | <u>CONCRETE COLUMN DETAILS</u>          | B 09/03/2018 Structural |
| <u>S-</u><br><u>J300.01</u> | <u>BLOCKWORK DETAILS</u>                | B 09/03/2018 Structural |
| <u>S-</u><br><u>J300.02</u> | <u>RETAINING WALL DETAILS - SHEET 1</u> | B 09/03/2018 Structural |

S-  
J300.03

RETAINING WALL DETAILS - SHEET 2

B 09/03/2018 Structural

|         |           |
|---------|-----------|
| Initial | <i>BA</i> |
| Initial | <i>dl</i> |

### 6.3. 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.

|         |           |
|---------|-----------|
| Initial | <i>BP</i> |
| Initial | <i>ll</i> |

### SUBCONTRACTOR PROGRESS CLAIM

Subcontractor Progress Claims MUST be received by McNab by the 25th of the month the work is completed

|                                           |                                      |                  |  |
|-------------------------------------------|--------------------------------------|------------------|--|
| <b>Subcontractor Name:</b>                |                                      |                  |  |
| <b>Subcontractor ABN:</b>                 |                                      |                  |  |
| <b>Date:</b>                              |                                      | <b>Claim No:</b> |  |
| <b>McNab Entity</b><br>(Select from list) | McNab Developments (Qld) P/L         |                  |  |
| <b>Email:</b>                             | accounts@mcnab.net.au                |                  |  |
| <b>Project Name:</b>                      | Catholic Education Offices Toowoomba |                  |  |
| <b>Project Number:</b>                    | 18053                                |                  |  |

| Description                       | Amount in \$ | % Complete | Amt Claimed to Date |
|-----------------------------------|--------------|------------|---------------------|
| <b>TOTAL CONTRACT SUM</b>         | \$ 1.00      | 0.00%      | \$ -                |
| <b>Breakdown of Contract sum:</b> |              |            |                     |
| 01-                               | \$ 1.00      | 0%         | \$ -                |
| 02-                               | \$ -         | 0%         | \$ -                |
| 03-                               | \$ -         | 0%         | \$ -                |
| 04-                               | \$ -         | 0%         | \$ -                |
| 05-                               | \$ -         | 0%         | \$ -                |
| 06-                               | \$ -         | 0%         | \$ -                |
| 07-                               | \$ -         | 0%         | \$ -                |
|                                   |              |            |                     |
| <b>VARIATIONS</b>                 | \$ 1.00      | 0.00%      | \$ -                |
| <b>Variations listed below:</b>   |              |            |                     |
| 01-                               | \$ 1.00      | 0%         | \$ -                |
| 02-                               | \$ -         | 0%         | \$ -                |
| 03-                               | \$ -         | 0%         | \$ -                |
| 04-                               | \$ -         | 0%         | \$ -                |
| 05-                               | \$ -         | 0%         | \$ -                |
| 06-                               | \$ -         | 0%         | \$ -                |
| 07-                               | \$ -         | 0%         | \$ -                |
|                                   |              |            |                     |

All figures above are GST exclusive

|                                    |      |
|------------------------------------|------|
| <b>Total Works Claimed to Date</b> | \$ - |
| <b>Less Previously Claimed</b>     |      |
| <b>Value of This Claim</b>         | \$ - |
| <b>GST</b>                         | \$ - |

|                               |    |   |
|-------------------------------|----|---|
| <b>Total of Claim Inc GST</b> | \$ | - |
|-------------------------------|----|---|

|                                                       |    |
|-------------------------------------------------------|----|
| <b>Are you registered for GST? (Select from List)</b> | No |
|-------------------------------------------------------|----|

*To have your claim paid directly into your bank account, please provide the following details:*

|                  |  |
|------------------|--|
| BSB:             |  |
| Account No:      |  |
| Name of Account: |  |

|                |              |
|----------------|--------------|
| <b>Signed:</b> | <b>Date:</b> |
|----------------|--------------|

## 6.4. Building Certifiers Checklist

|     | CERTIFICATION / DOCUMENTATION<br>REQUIRED TO BE SUBMITTED                                                                                                                      | TO BE PROVIDED BY                                                                                                                                                                                   |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b>Prior to Commencement of Building Works</b>                                                                                                                                 |                                                                                                                                                                                                     |
| 1.  | Design & certification (Form 15) for mechanical, electrical, hydraulics & energy efficiency                                                                                    | <input type="checkbox"/> Approved competent person                                                                                                                                                  |
|     | <b>At Foundation Stage (prior to placing concrete)</b>                                                                                                                         |                                                                                                                                                                                                     |
| 2.  | Set-out of the building work and the location of services                                                                                                                      | <input type="checkbox"/> Builder or Licensed Land Surveyor                                                                                                                                          |
| 3.  | RPEQ inspection certificate for Footings (including assessable site works such as: stormwater drainage, excavation & fill, etc.)                                               | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | <b>At Slab Stage (prior to placing concrete)</b>                                                                                                                               |                                                                                                                                                                                                     |
| 4.  | Termite Barrier installation certification – for penetrations to slabs (If applicable) (stating compliance with BCA & AS3660.1)                                                | <input type="checkbox"/> Licensed Termite barrier installer (or a statement from the builder confirming that the primary building elements are not subject to termite attack as defined in the BCA) |
| 5.  | RPEQ inspection certificate for Slab                                                                                                                                           | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | <b>At Frame Stage (prior to installing linings)</b>                                                                                                                            |                                                                                                                                                                                                     |
| 6.  | RPEQ structural inspection certification                                                                                                                                       | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | <b>At Fire Separation Stage (prior to installing linings other than that required for the system installed)</b>                                                                |                                                                                                                                                                                                     |
| 7.  | Fire Separating construction certification                                                                                                                                     | <input type="checkbox"/> Approved competent person                                                                                                                                                  |
| 8.  | Penetration of FRL walls by services certification                                                                                                                             | <input type="checkbox"/> Approved competent person                                                                                                                                                  |
|     | <b>At Final Stage</b>                                                                                                                                                          |                                                                                                                                                                                                     |
| 9.  | As the building contains any fire safety installations, the applicant must give the building certifier, at the time of making the request for a certificate of classification— |                                                                                                                                                                                                     |
|     | a). list of all fire safety installations installed in the building                                                                                                            | <input type="checkbox"/> Approved competent person                                                                                                                                                  |
|     | b). drawings showing the location of the fire safety installations                                                                                                             | <input type="checkbox"/> Approved competent person                                                                                                                                                  |
| 10. | Local Authority plumbing final Certification                                                                                                                                   | <input type="checkbox"/> Local Authority                                                                                                                                                            |
| 11. | Fire services final certificate<br><i>Note: Inspection notice should be provided to QFES 3 weeks prior to the inspection.</i>                                                  | <input type="checkbox"/> QFES                                                                                                                                                                       |
| 12. | Engineers inspection certificate for the complete building including but not limited to the following aspects:                                                                 |                                                                                                                                                                                                     |
|     | a) Footings and Slab                                                                                                                                                           | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | a) Structural                                                                                                                                                                  | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | b) Retaining Walls                                                                                                                                                             | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | c) Site Works                                                                                                                                                                  | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | d) Stormwater                                                                                                                                                                  | <input type="checkbox"/> RPEQ                                                                                                                                                                       |
|     | e) Balustrade & Handrail installation                                                                                                                                          | <input type="checkbox"/> RPEQ/licenced installer                                                                                                                                                    |
| 13. | Termite Risk Management System, installation certification—at completion of all building work. (stating compliance with the BCA & AS 3660.1);                                  | <input type="checkbox"/> Licensed Termite barrier installer (or a statement from the builder confirming that the primary building elements are not subject to termite attack as defined in the BCA) |
| 14. | Glazed compliance certification for the following assemblies:- (Stating compliance with AS1288/AS2047/AS1428.1, as applicable)                                                 |                                                                                                                                                                                                     |
|     | a) Windows and Doors                                                                                                                                                           | <input type="checkbox"/> Licensed installer/manufacture                                                                                                                                             |
|     | b) Glazing Manifestation (contrasting requirements, etc.)                                                                                                                      | <input type="checkbox"/> Licensed installer/manufacture                                                                                                                                             |
|     | c) Mirrors                                                                                                                                                                     | <input type="checkbox"/> Licensed installer/manufacture                                                                                                                                             |

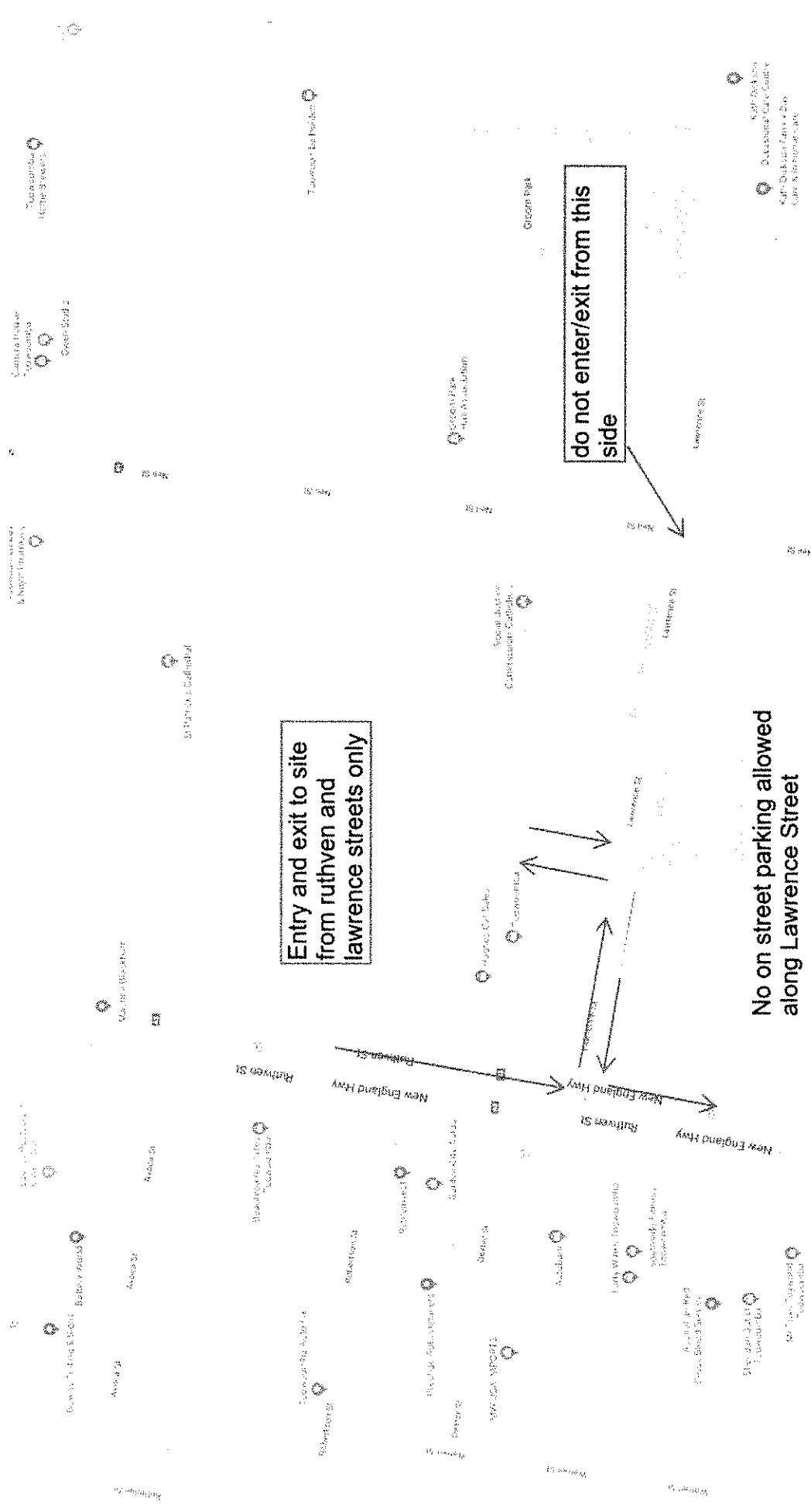
|     |                                                                                                                                                                                                      |                          |                                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------|
| d)  | Shower Screens                                                                                                                                                                                       | <input type="checkbox"/> | Licensed installer/manufacture |
| e)  | Balustrades (if applicable)                                                                                                                                                                          | <input type="checkbox"/> | Licensed installer/manufacture |
| 15. | Water proofing/treatment to Wet Areas<br>(stating compliance with the BCA & AS 3740)                                                                                                                 | <input type="checkbox"/> | Licensed installer             |
| 16. | Portable fire extinguishers<br>(stating compliance with AS 2444 and Part E1.6 of the BCA)                                                                                                            | <input type="checkbox"/> | Approved competent person      |
| 17. | Fire Hose Reels<br>(stating compliance with AS 2441 and Part E1.4 of the BCA)                                                                                                                        |                          |                                |
| a)  | Installation                                                                                                                                                                                         | <input type="checkbox"/> | Approved competent person      |
| b)  | Pressure and Flow                                                                                                                                                                                    | <input type="checkbox"/> | Approved competent person      |
| 18. | Fire Hydrants<br>(stating compliance with AS 2419.1 and Part E1.3 of the BCA)                                                                                                                        |                          |                                |
| a)  | Installation                                                                                                                                                                                         | <input type="checkbox"/> | Approved competent person      |
| b)  | Pressure and Flow                                                                                                                                                                                    | <input type="checkbox"/> | Approved competent person      |
| 19. | Emergency lighting & exit sign<br>(stating compliance with AS 2293.1 and Part E4 of the BCA)                                                                                                         | <input type="checkbox"/> | Approved competent person      |
| 20. | Smoke Detection and Alarm Systems<br>(stating compliance with Specification E2.2a of the BCA, AS 1670.1 and/or AS 3786 as applicable)                                                                | <input type="checkbox"/> | Licensed installer             |
| 21. | Hearing Augmentation -- if applicable<br>(stating compliance with Part D3.7 of the BCA and AS 1428.1)                                                                                                | <input type="checkbox"/> | Licensed installer             |
| 22. | Mechanical Ventilation for Exhaust air systems<br>(stating compliance with Part F4 of the BCA for rooms containing a closet pan or urinal that must be provided with mechanical exhaust ventilation) | <input type="checkbox"/> | Approved competent person      |
| 23. | Mechanical Ventilation and/or air-conditioning system<br>(stating compliance with Part F4.5 of the BCA, AS 1668.2 - 1991 and AS/NZS 3666.1) — as applicable)                                         | <input type="checkbox"/> | Approved competent person      |
| 24. | Power operated door (stating compliance with Section D2.19 of the BCA and Latch compliance with D2.21 of the BCA)                                                                                    | <input type="checkbox"/> | Approved competent person      |
| 25. | Fire Door<br>(stating compliance with Specification C3.4; AS/NZS 1905.1 and/or AS 1905.2)                                                                                                            | <input type="checkbox"/> | Approved competent person      |
| 26. | Lift installation certification<br>(stating compliance with AS 1735 and Part E3 of the BCA)                                                                                                          | <input type="checkbox"/> | Approved competent person      |
| 27. | Energy Efficiency requirement<br>(stating compliance with Part J of the BCA) (see dot points below)                                                                                                  |                          |                                |
| a)  | J1 Building Fabric                                                                                                                                                                                   | <input type="checkbox"/> | Approved competent person      |
| b)  | J2 Glazing                                                                                                                                                                                           | <input type="checkbox"/> | Approved competent person      |
| c)  | J3 Building Sealing                                                                                                                                                                                  | <input type="checkbox"/> | Approved competent person      |
| d)  | J5 Air-conditioning and Ventilation Systems                                                                                                                                                          | <input type="checkbox"/> | Approved competent person      |
| e)  | J6 Artificial Lighting and Power                                                                                                                                                                     | <input type="checkbox"/> | Approved competent person      |
| f)  | J7 Hot Water Supply                                                                                                                                                                                  | <input type="checkbox"/> | Plumbing Final Compliance Cert |
| 28. | As constructed plans for any changes to the approval plans                                                                                                                                           | <input type="checkbox"/> | Approved competent person      |
| 29. | Additional certification may be required under certain circumstances                                                                                                                                 | <input type="checkbox"/> |                                |

*MA*  
*U*

## 6.5. Traffic Management Plan

Attached Overleaf

|         |           |
|---------|-----------|
| Initial | <i>BP</i> |
| Initial | <i>Q</i>  |



**Entry and exit to site  
from ruthven and  
lawrence streets only**

**do not enter/exit from this side**

**No on street parking allowed  
along Lawrence Street**

## 6.6. Site Managers Site Specific Rules document



### Site Golden Rules – Catholic Education

1. All personnel must complete McNab Site Specific Induction before commencing work. **Visual Inspection** required of Blue / White cards. Plant operators must have appropriate tickets to operate plant on site.
2. Site inductions to be conducted immediately after pre start, **Not throughout the day**. Group inductions can be organised by arrangement the day before work commences.
3. Daily Pre starts 6:30am are mandatory for all personnel on site. Late comers must report to site office to sign on and run through daily activities on site
4. Subcontractors must nominate one personnel from work group to attend one monthly Safety Committee meeting throughout the project duration.
5. **Smoking** is only allowed in designated smoking areas.
6. Parking is only in designated areas, there will be limited Parking on site at times.
7. **Mandatory PPE requirements on site-** Hard Hat, Safety Glasses (**No Sunnies**) Hi-vis Shirt, Steel toe Capped boots, ankle high and Safety rated gloves for all tasks. Additional eye protection required (face shield or goggles) for any cutting, grinding or drilling above shoulder height.
8. **Perimeter fence** is not to be tampered with for any reason until authorisation has been obtained from site foreman. It's the personnel in question, responsibility to reinstate the fence properly immediately after the task.
9. **No radios** allowed on site
10. **Behaviour on site**, all personnel to conduct themselves in an orderly fashion. Tradies must be mindful when working adjacent to neighbouring properties of excessive noise, swearing, shouting. Harassment and bullying behaviour will not be tolerated on site.
11. Do not present for work under the influence of Alcohol or Drugs that may result in potential impairment.
12. **Safety is a Full Time Job, Don't make it a Part Time Practice. If you don't Think it Will Happen to You, Find the Person Who had it Happen to Them**
13. Do not position yourself under a suspended load
14. Do not enter a trench or excavation without authority, its sides must be supported or benched properly.
15. Housekeeping must be maintained at all times, Tidy as you go effort. Any breach from housekeeping duties will result in trades stopping work to complete the task.

Agreed By: \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_

## 6.7 Programme, Lead Times & Key Milestones Schedule

### Programme

- As per Program in Annexure 2

### Key Milestone Schedule

| Milestone                  | Date       |
|----------------------------|------------|
| Install Mesh (complete)    | 21/09/2018 |
| Install Roofing (complete) | 26/09/2018 |
| Wall Cladding (Complete)   | 19/10/2018 |
|                            |            |

Subcontract works Start: 10/08/2018

Subcontract works Finish: 19/10/2018

## 6.8 RCTI Agreement

# RECIPIENT CREATED TAX INVOICE AGREEMENT

This Agreement is made the            day of            20            between

**McNab Developments (Qld) Pty Ltd ABN: 63118748548**  
hereinafter known as "**the recipient**", and

3D Site Clean T/A 3D Demolition (ABN 42 145 319 624)  
hereinafter known as "**the supplier**", whereas:

- A. Pursuant to *A New Tax System (Goods and Services Tax) Act 1999* a determination was made cited as *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000* ("the determination").
- B. Arising from the determination was a ruling by the Commissioner of Taxation being *Goods and Services Tax Ruling GSTR 2000/10 - Goods and services tax: recipient created tax invoices* ("the ruling").
- C. In this agreement the Recipient Created Tax Invoice will be referred to as "**the RCTI**".

### 1. The parties hereto acknowledge and agree that:

- a. this agreement is made to satisfy the requirements of the ruling.
- b. the supplies are the requirement for the supplier to expend grant funds on certain activities and/or certain obligations placed on the supplier through the application of binding grant conditions with the recipient.
- c.
  - i. the recipient can issue tax invoices in respect of the supplies;
  - ii. the supplier will not issue tax invoices in respect of the supplies;
  - iii. the supplier acknowledges that it is registered for GST when it enters into the agreement and that it will notify the recipient if it ceases to be registered
  - iv. the recipient acknowledges that it is registered for GST when it enters into the agreement and that it will notify the supplier if it ceases to be registered for GST.
  - v. The recipient indemnifies that supplier for any liability for GST and penalty that may arise from an understatement by the recipient, on a tax invoice it issues, of the GST payable on any of the specified supplies.

### 2. The recipient warrants that:

- a. the recipient will issue a copy of the RCTI to the supplier within 28 days of the making of the taxable supply and will retain the original;
- b. the recipient will issue a copy of an adjustment note to the supplier within 28 days of the adjustment and will retain the original;
- c. the recipient will reasonably comply with its obligations under the taxation laws; and
- d. the recipient will not issue a document that would otherwise be an RCTI, on or after the date when the recipient or the supplier has failed to comply with any of the requirements of the determination.

| SIGNED ON BEHALF OF MCNAB |  | SIGNED ON BEHALF OF THE SUBCONTRACTOR |  |
|---------------------------|--|---------------------------------------|--|
| Print Name in full        |  | Print Name in full                    |  |
| Authorised signatory      |  | Authorised signatory                  |  |
| Position Held             |  | Position Held                         |  |
| Witness                   |  | Witness                               |  |
| Print Name in full        |  | Print Name in full                    |  |

## Interpretations and Definitions

In the interpretation of this Scope of Works document:-

- The word "TNT Roofing Pty Ltd" 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**

## **Construction Program**



# **Annexure 3**

## **Tender Qualification Minutes**

# Subcontract Tender Qualification



|                                    |                    |              |            |
|------------------------------------|--------------------|--------------|------------|
| PROJECT:                           | Catholic Education | PROJECT NO:  | 18053      |
| TRADE                              | Roofing.           | DATE:        | 13/08/2018 |
| SUBCONTRACTOR UNDER CONSIDERATION: |                    |              |            |
| TNT Roofing                        |                    |              |            |
| PRESENT:                           |                    | Riley Melber |            |
| Bobby Anderson                     |                    |              |            |
| Wade Jackwitz                      |                    |              |            |
| Chris Collins                      |                    |              |            |

| Item                                                                                                                                                             | Yes | No | Comment                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|------------------------------------------------------------------------------|
| <b>COMPANY</b>                                                                                                                                                   |     |    |                                                                              |
| 1. Please provide a brief explanation of your company structure and current workload?                                                                            | ✓   |    | * Wilster Shopping Centre<br>* TAFE Re-Roof.<br>* other sites have capacity. |
| 2. Please explain your ability to resource this project including:                                                                                               |     |    |                                                                              |
| a) Labour                                                                                                                                                        | ✓   |    |                                                                              |
| b) Subcontractors                                                                                                                                                | ✓   |    |                                                                              |
| c) Plant                                                                                                                                                         | ✓   |    |                                                                              |
| d) Supervisor's name & last project                                                                                                                              | ✓   |    | Depends on timing                                                            |
| 3. Do you have current certificates of currency for:-                                                                                                            |     |    |                                                                              |
| a) Public Liability (Min \$10 million)                                                                                                                           | ✓   |    |                                                                              |
| b) Workcover,                                                                                                                                                    | ✓   |    |                                                                              |
| c) Professional Indemnity (for Design only) (Min \$5 million)                                                                                                    | ✓   |    |                                                                              |
| d) QBCC license (incl Class Type).                                                                                                                               | ✓   |    |                                                                              |
| 4. Who will be your authorised agent to sign Statutory Declarations & Deed of Release?                                                                           | ✓   |    | Chris Collins                                                                |
| 5. Please provide the name and expiry date of the industrial instrument that will apply to your employees on this project.                                       | ✓   |    | own ERA agreement Award.                                                     |
| <b>WORKPLACE HEALTH, SAFETY &amp; ENVIRONMENTAL</b>                                                                                                              |     |    |                                                                              |
| 6. Do you understand that you are required to comply with the "McNab Health, Safety and Environmental Guidelines" included within the Subcontract Agreement?     | ✓   |    |                                                                              |
| 7. 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? | ✓   |    |                                                                              |

# Subcontract Tender Qualification



| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes                        | No | Comment |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----|---------|
| <p>8. Do you understand that the site is within an existing complex and all personnel must comply with site regulations including:</p> <ul style="list-style-type: none"> <li>- Inappropriate behaviour and language</li> <li>- Parking</li> <li>- Start time (6.30am construction activity Mon-Sat)</li> <li>- Prohibited use of existing facilities</li> <li>- Smoking is allowed in designated smoking areas only.</li> </ul>                                                                                                                                                                                                                                          | ✓                          |    |         |
| <p>9. 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.</p>                                                                                                                                                                                                                                                                                                                                                                                   | ✓                          |    |         |
| <p>10. Do you understand the mandatory PPE requirements for this project including;</p> <ul style="list-style-type: none"> <li>• Safety helmet, inclusive of accessories such as chin strap and sun brim</li> <li>• Proprietary steel cap footwear</li> <li>• Two pairs of safety glasses (clear and tinted) to meet Australian Standards.</li> <li>• High visibility shirt or shirt with high visibility vest (no singlets are allowed on site).</li> <li>• Task specific safety gloves to be worn whenever carrying out any construction activities.</li> <li>• Hearing protection to be carried at all times and used as necessary appropriate to the task.</li> </ul> | ✓<br>✓<br>✓<br>✓<br>✓<br>✓ |    |         |
| <p>11. Do you understand that you may be directed to carry out a Job Hazard Analysis (JHA) prior to carrying out a construction activity?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ✓                          |    |         |
| <p>12. 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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ✓                          |    |         |
| <p>13. 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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                             | ✓                          |    |         |
| <p>14. 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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ✓                          |    |         |
| <b>Quality</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                            |    |         |
| <p>15. Do you understand that you will be required to follow McNab's Quality Assurance Plan incorporating specification requirements?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ✓                          |    |         |

# Subcontract Tender Qualification



| Item                                                                                                                                                                                                                                                                                                | Yes | No | Comment |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|---------|
| 16. 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? | ✓   |    |         |
| 17. Do you understand the requirements for shop drawings and review process?                                                                                                                                                                                                                        | ✓   |    | N/A     |
| 18. Do you understand the requirements for providing samples and prototypes for approval prior to procuring / commencing works?                                                                                                                                                                     | ✓   |    |         |

| SITE REQUIREMENTS:                                                                                                                                                                                                                                                                 |                  |   |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---|---------------------------------------|
| 19. Are you satisfied that you have visited the site and / or ascertained the site conditions including access and site parking?                                                                                                                                                   | ✓                |   |                                       |
| 20. Have you allowed to work 6 days per week (Monday to Saturday), 6.30am to 5pm as standard, with Sunday working as required to meet the construction programme?                                                                                                                  | ✓                |   |                                       |
| 21. What is your hourly rate in the event of direct labour being required (normal time & O/T)? Please note that the allowable % add on for margin on materials and plant is 10%.                                                                                                   | ✓                |   | \$65 per hour.                        |
| 22. Do you agree with the following key dates? -<br>a) Subcontract commencement date of:<br>b) Subcontract practical completion date of:                                                                                                                                           | ✓                |   | a) Mid - September<br>b) Mid October. |
| 23. Are there any items which have a significant lead time or are dependent on others?                                                                                                                                                                                             |                  | ✓ | No lead times.                        |
| 24. 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)? | ✓                |   |                                       |
| 25. 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?                                                                                                | ✓                |   |                                       |
| 26. Do you accept that the provision of all craneage & hoisting is the responsibility of the Subcontractor?                                                                                                                                                                        | ✓                |   |                                       |
| 27. Do you understand the requirements with regard to:<br>a) crane / delivery bookings<br>b) unloading<br>c) materials handling<br>d) storage of materials                                                                                                                         | ✓<br>✓<br>✓<br>✓ |   |                                       |
| 28. Do you understand that McNab will be providing perimeter scaffold to building J only and accept that the provision of all other scaffolding and access plant is the responsibility of the Subcontractor?                                                                       | ✓                |   |                                       |
| 29. 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?                                                                       | ✓                |   |                                       |

# Subcontract Tender Qualification



|                                                                                                                                                                                                        |   |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|
| 30. 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?                                    | ✓ |  |  |
| 31. Do you accept that you are required to clean up all your working areas on a daily basis?                                                                                                           | ✓ |  |  |
| 32. 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? | ✓ |  |  |

|                                                                                                                                                                                                                                                                                                                                            |                       |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--|--|
| <b>ADMINISTRATION:</b>                                                                                                                                                                                                                                                                                                                     |                       |  |  |
| 33. Do you confirm that your tender price is fully conforming to the specification, drawings & tender documents?                                                                                                                                                                                                                           | ✓                     |  |  |
| 34. 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?                                                   | ✓                     |  |  |
| 35. Do you understand that the Form of Subcontract will supersede all previous tender documentation and correspondence including Subcontractor quotations?                                                                                                                                                                                 | ✓                     |  |  |
| 36. Are you aware that the Head Contract documents are available for your inspection by appointment?                                                                                                                                                                                                                                       | ✓                     |  |  |
| 37. 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?                                                                                                            | ✓                     |  |  |
| 38. Do you understand that the project drawings and specifications will be issued via an online document management system called Procore? No hardcopy drawings will be issued for this project.                                                                                                                                           | ✓                     |  |  |
| 39. Are you aware that the subcontract includes for the following:-<br>a) Liquidated damages for the subcontract works at the rate of \$1,000 per calendar day, and;<br>b) Liquidated damages under the head contract of \$1,000 per calendar day                                                                                          | ✓<br>✓                |  |  |
| 40. Do you understand that progress claims must be lodged by 25 <sup>th</sup> of the month, and that payment will be made 30 days from EOM?                                                                                                                                                                                                | ✓                     |  |  |
| 41. Do you understand that prior to the first progress payment being made the following items must be forwarded to McNab:<br>1. Certificate of Currencies for Public liability and Workcover insurance.<br>2. Compliant Subcontract Programme<br>3. All Safety & QA Documentation<br>4. Signed Subcontract<br>5. Subcontract Sum Breakdown | ✓<br>✓<br>✓<br>✓<br>✓ |  |  |

# Subcontract Tender Qualification



|                                                                                                                                                                                                                            |   |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|
| 42. Do you understand that all written directions from McNab must be followed immediately, which may be prior to agreeing a variation sum?                                                                                 | ✓ |  |  |
| 43. 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?                                                    | ✓ |  |  |
| 44. 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?                                                     | ✓ |  |  |
| 45. 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?                                                                                                  | ✓ |  |  |
| 46. Do you understand that the defects liability period is 12 months from date of practical completion under the head contract?                                                                                            | ✓ |  |  |

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                   | <i>CAAL</i>          |
| Position Held                          | <i>Director</i>      |
| Print Name in Full                     | <i>Chris Collins</i> |
| Date:                                  | <i>13-8-18</i>       |

# **Annexure 4**

## **Subcontractor Health, Safety & Environmental Requirements**



# **Subcontractor**

## **Health, Safety & Environmental**

### **Requirements**

**Safety Management and Safety Leadership** are both very important and very different things. Our **Safety Management Systems** are the processes, rules and regulations that we expect our building sites to comply with, because it is the safest way to build. **Safety Leadership** brings safety management systems to life. Real leadership inspires people to believe in something and motivates people to be involved in achieving a shared goal. We know from experience that a safe site doesn't just happen because we have a safety management system. Safe sites only happen when our people and subcontractors take action to be **Safety Leaders**.

|                              |                            |
|------------------------------|----------------------------|
| Project Name and Number:     | Catholic Education - 18053 |
| Subcontractor Business Name: | TNT Roofing Pty Ltd        |
| Subcontractor Address:       | 11 Sowden Street Drayton   |
| Subcontractor ABN Number:    | 52 120 470 840             |

## SUBCONTRACTOR MANAGER REQUIREMENTS

When given a copy of this document you must read it and go through it with your nominated site representative, who will then be responsible for communicating its contents to those under his or her authority whilst on a McNab construction project.

If you employ or engage anyone else to work for you on our site you must also make sure they read and understand this document. Once we have given it to you and you have signed for it you are legally accountable for complying with its requirements.

We agree to comply with all McNab, Statutory and other legal requirements for the project, including notes one to three above without exception.

**We will ensure all required health, safety and environmental documented systems are provided 10 working days prior to our contracted start date. We will review our contracted work activities and scope to ensure the relevant health, safety and environmental statutory, other legal and authority requirements.**

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

**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. **been trained in their necessary Safe Work Method Statement/s**
2. **Safe Work Method Statements have been provided to McNab, with high risk activities have been reviewed and controls approved**

Name of Subcontractor Manager or authorised representative:

*Chris Collins*

Signature of Subcontractor Manager or authorised representative:

*Cash*

Date: 30/8/18

Name of McNab Contract Administrator:

Bobby Anderson

Signature of McNab Contract Administrator:

*Bobby Anderson*

Date: 15/9/18

## 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.

- |                                                                                                                                                                                                       |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>A. Safe Work Method Statements</b> for all High Risk Construction work activities to be performed on the project [McNab will only review "high risk" activities as per Qld WHS legislation]        | <input type="checkbox"/> |
| <b>B. Electrical Equipment Register</b> - Register detailing all portable electrical plant to be used on to site, updated throughout the project.                                                     | <input type="checkbox"/> |
| <b>C. Hazardous Chemical Register</b> - Register identifying all hazardous chemicals to be brought to and used on site.                                                                               | <input type="checkbox"/> |
| <b>D. Safety Data Sheets</b> - A current SDS must be provided for each chemical / material deemed hazardous and must be readily available on site.                                                    | <input type="checkbox"/> |
| <b>E. Hazardous Chemical Risk Assessments</b> - Risk Assessments must be available for all chemicals deemed as hazardous or dangerous.                                                                | <input type="checkbox"/> |
| <b>F. High Risk Activity Licenses</b> - Subcontractors engaged to perform a Prescribed Activity must provide evidence of competency.                                                                  | <input type="checkbox"/> |
| <b>G. Employee Qualifications Register</b> - Subcontractors engaged where their employees will perform a Prescribed Activity must provide a list of employee names and qualification/license details. | <input type="checkbox"/> |
| <b>H. Plant and Equipment Register</b> - Register identifying all items of plant and equipment to be used on site, current status of servicing, maintenance and repair.                               | <input type="checkbox"/> |
| <b>I. Lifting Gear Register</b> - Register identifying all chains, slings, steel rope, harnesses, nursery reels to be used on site, current status of servicing, maintenance and repair.              | <input type="checkbox"/> |
| <b>J. Responsible Person</b> - Name of the person responsible for the site supervision of the subcontractor's employees.                                                                              | <input type="checkbox"/> |
| <div style="display: flex; justify-content: space-between;"> <span><b>Name:</b></span> <span><b>Contact Details:</b></span> </div>                                                                    |                          |
| <b>K. Health and Safety Consultation Committee nominee</b> - Name of the subcontractor employee who will represent the subcontractor at Safety Consultation Committee Meetings, when required.        | <input type="checkbox"/> |
| <div style="display: flex; justify-content: space-between;"> <span><b>Name:</b></span> <span><b>Contact Details:</b></span> </div>                                                                    |                          |

**Please forward pages 2 & 3 (completed) with your Health, Safety and Environmental documentation**

## TABLE OF CONTENTS

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| <b>SUBCONTRACTOR MANAGER REQUIREMENTS.....</b>                            | <b>2</b>  |
| <b>INTRODUCTION.....</b>                                                  | <b>5</b>  |
| <b>PURPOSE .....</b>                                                      | <b>5</b>  |
| <b>GENERAL COMPLIANCE.....</b>                                            | <b>8</b>  |
| Health & Safety Policy / Environmental Policy and Management Systems..... | 8         |
| Health & Safety Plan .....                                                | 8         |
| General Construction Induction .....                                      | 8         |
| Site Specific Induction .....                                             | 9         |
| Construction Site Entry Requirements.....                                 | 9         |
| Safe Work Method Statements.....                                          | 9         |
| Incident Notification and Investigation.....                              | 9         |
| Incident Resulting in Injuries.....                                       | 10        |
| Incident Notification .....                                               | 10        |
| Other Reporting Requirements.....                                         | 10        |
| Consultation and Communication .....                                      | 11        |
| Disciplinary Action.....                                                  | 11        |
| First Aid .....                                                           | 11        |
| Site Inspections & Non-Conformances .....                                 | 11        |
| Illegal Drugs and Alcohol.....                                            | 11        |
| Site Safety Consultation Committee .....                                  | 12        |
| Toolbox Talks.....                                                        | 12        |
| Pre-start Meeting.....                                                    | 12        |
| Job Hazard Assessments (JHAs) .....                                       | 12        |
| Workplace Health & Safety Notices .....                                   | 12        |
| Emergency Procedures .....                                                | 13        |
| Behaviour .....                                                           | 13        |
| Practical Jokes .....                                                     | 13        |
| Incident Prevention.....                                                  | 13        |
| Evaluation of Subcontractor Performance.....                              | 13        |
| Workers' Compensation .....                                               | 13        |
| Amenities .....                                                           | 14        |
| Barricading .....                                                         | 14        |
| Common Plan.....                                                          | 14        |
| Consumption of Food / Drink.....                                          | 14        |
| Fire Prevention.....                                                      | 14        |
| Fitness for Work.....                                                     | 14        |
| Public Safety.....                                                        | 15        |
| Restricted Access Areas .....                                             | 15        |
| Safety Signage .....                                                      | 15        |
| Site Security.....                                                        | 15        |
| Smoking.....                                                              | 15        |
| Speed Limits .....                                                        | 15        |
| Stop Work .....                                                           | 16        |
| Traffic & Pedestrian Management .....                                     | 16        |
| Trainees.....                                                             | 16        |
| U21 and Apprentices.....                                                  | 16        |
| <b>SITE COMPLIANCE .....</b>                                              | <b>17</b> |

|                                                   |    |
|---------------------------------------------------|----|
| Asbestos .....                                    | 17 |
| Asbestos Removal .....                            | 17 |
| Compressed Air Plant .....                        | 17 |
| Confined Space .....                              | 17 |
| Cranes.....                                       | 17 |
| Demolition .....                                  | 18 |
| Dust, Fumes and Gases.....                        | 18 |
| Earthmoving Plant .....                           | 19 |
| Electrical Equipment & Power Tools .....          | 19 |
| Elevated Work Platforms – Scissor & Boom Type ... | 20 |
| Environment.....                                  | 20 |
| Fall Arrest / Restraint .....                     | 20 |
| Falling Objects .....                             | 21 |
| Floor Penetrations.....                           | 21 |
| Formwork .....                                    | 21 |
| Hazardous Chemicals.....                          | 21 |
| Housekeeping.....                                 | 21 |
| High Risk Construction Work.....                  | 21 |
| Lasers.....                                       | 22 |
| Lifting Equipment .....                           | 22 |
| Lifting Loads.....                                | 22 |
| Manual Handling .....                             | 22 |
| Noise.....                                        | 22 |
| Oxy-acetylene Work .....                          | 23 |
| Personal Protective Equipment (PPE).....          | 23 |
| Permit to Work .....                              | 24 |
| Plant & Equipment .....                           | 24 |
| Post and Pre-tensioning .....                     | 24 |
| Prescribed Activity.....                          | 24 |
| Prescribed Occupation .....                       | 24 |
| Propping (Acrow).....                             | 24 |
| Protruding Objects .....                          | 25 |
| Securing Material .....                           | 25 |
| Scaffold – Mobile & Modular .....                 | 25 |
| Slips, Trips and Falls.....                       | 25 |
| Ladders .....                                     | 25 |
| Subcontractor Vehicles & Plant.....               | 26 |
| Structural Steel .....                            | 26 |
| Tag and Lockout .....                             | 26 |
| Temporary Power Boards.....                       | 26 |
| Tilt-up and Pre-cast Concrete.....                | 27 |
| Transporting High Loads.....                      | 27 |
| Trenching and Excavation.....                     | 27 |
| UV Radiation.....                                 | 27 |
| Waste .....                                       | 27 |
| Working at Heights.....                           | 27 |
| Working Near Overhead Power Lines .....           | 28 |
| Working on or adjacent to Roads & Railways .....  | 28 |

**A JOINT RESPONSIBILITY .....** ERROR! BOOKMARK NOT DEFINED.

## **INTRODUCTION**

---

McNab is committed to providing a healthy and safe workplace for all workers and endeavours to minimise any impacts on the environment as a result of its daily business activities and of those engaged to perform works for McNab.

## **PURPOSE**

---

McNab has an obligation to all stakeholders 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 "Subcontractor HSE Requirements" document has been developed to assist sub-contractors' compliance with their obligations and to meet our expectations.

Subcontractors who perform work for McNab must do so in a manner which protects the safety of themselves, their employees, 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.

# Health and Safety Policy



Safety first is  
**Fundamental to our culture**  
**Everyone's responsibility**  
**Every injury is preventable**

The McNab Health and Safety Management Systems ensure:

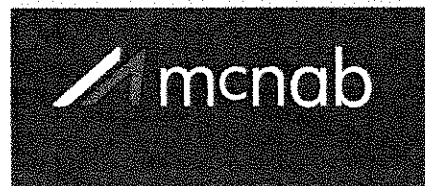
- ▶ We each take personal responsibility as part of Safety Leadership.
- ▶ Identification, assessment and action to eliminate workplace hazards.
- ▶ Application of the appropriate risk assessment principles.
- ▶ Reporting of all incidents, accidents and near misses.

In addition, McNab AIMS TO:

- ▶ Empower and promote that everyone is equal in safety.
- ▶ Encourage a positive and proactive safety culture throughout the company and subcontractors.
- ▶ Integrate Health and Safety into all business activities.
- ▶ Foster stakeholder engagement through open communications on Health and Safety issues.
- ▶ Ensure awareness of policy and responsibility of all McNab personnel and subcontractors.
- ▶ Provide a structured Management and Rehabilitation program to injured employees.
- ▶ Continually improve and challenge Health and Safety performance with regular monitoring and review.
- ▶ Provide on-going training and instruction for managers and employees to safely perform their work duties.

**Michael McNab**  
Managing Director  
August 2017

*McNab Group*



# Environmental Policy

**McNab is passionate about minimising the impact on the environment from our operations through:**

**Committing to environmental sustainability  
Maximising environmental awareness  
Conducting our business with the least possible environmental impact**

McNab is committed to maintaining our ISO AS/NZS 14001:2015 accreditation, as well as the expectations placed on us from our clients, the community, and relevant statutory and regulatory bodies.

Through our environmental management system, our people will:

- ▶ Pre-plan, identify and implement procedures to manage risks and potential impacts on the environment;
- ▶ Adhere to environmental protection measures; and
- ▶ Commit to continually improving our environmental performance and awareness

▶ **McNab will practise strong environmental management by;**

- ▶ Identifying environmental impacts and relevant mitigation or control
- ▶ Setting relevant environmental targets;
- ▶ Monitoring and reviewing environmental performance against targets;
- ▶ Communicating openly with stakeholders on environmental issues;
- ▶ Training and informing our employees and others about environmental issues that may affect their work;
- ▶ Utilising best practice to prevent pollution and wastage.



Michael McNab  
Managing Director  
August 2017

## GENERAL COMPLIANCE

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 and procedures as specified in their contract/agreement and observe any instructions on health, safety and environment given by members of the McNab Project Management Team.

### Health & Safety Policy / Environmental Policy and Management Systems

McNab has a Health and Safety Policy and an Environmental Policy. Both these documents clearly outline the company's intent when undertaking our daily business activities, in regards to work health and safety and the environment.

To achieve our health, safety and environmental goals it is necessary that those who are engaged to perform work for McNab comply with all reasonable health, safety or environmental instructions and be pro-actively in supporting our endeavours.

McNab's Health and Safety Management System is third-party certified to the Australian Standard AS/NZS 4801:2001.

The Environmental Management System is third party certified to the Australian Standard AS/NZS 14001:2015.

This means that our systems and processes, both in our office and on site, are externally audited annually to ensure currency with legislation and compliance with the Australian Standards.

### Health & Safety Plan

The Subcontractor is required to provide the following key health and safety information prior to commencing on the project site:

- **Safe Work Method Statement/s** – for all activities to be performed [McNab will only review High Risk activities as per WHS legislation].

- **Electrical Equipment Register** – register that identifies all electrical equipment to be brought to and used on site.
- **Lifting Gear Register** - Register identifying all chains, slings, steel rope, harnesses, nursery reels to be used on site, current status of servicing, maintenance and repair.
- **Hazardous Chemical Register** – register that identifies all hazardous chemical to be brought to and used on site.
- **Safety Data Sheets** (SDSs) for all hazardous chemicals on the above register.
- **Risk Assessments** for all hazardous chemicals on the Register.
- **Employee Qualification Register** – list of workers to attend site with their current qualifications and applicable licenses.
- **Plant and Equipment Register** – record of each item of plant on site and to confirm the status of servicing, maintenance and repair.

The above information is to be submitted to the McNab Project Manager for approval at least 10 working days before the Subcontractor is contracted to start on site.

The Site Foreman has a legislative obligation to not allow the Subcontractor to commence work on site until the above documentation has been provided and approved by McNab.

### General Construction Induction

The Subcontractor must ensure that all their employees, including those engaged by the Subcontractor, have completed the General Construction Induction.

The nationally recognised training course is *CPCCOHS1001A Work Safely in the Construction Industry*.

Workers attending a construction site with the intent to perform a construction activity must hold a current General Construction Induction card. Evidence of this card will be required when undertaking the McNab Site Specific Induction.

Workers who cannot provide evidence of a current induction card will not be permitted to perform work activities on site until the card is sighted. McNab may also request Photographic Identification to verify the identity of the card holder.

### Site Specific Induction

All workers attending a McNab project with the intent of performing a construction activity must undertake the McNab Site Specific Induction and complete the Site Safety and Environmental Combined Induction Form **[Form 06.02]**.

A McNab representative will conduct the induction in accordance with McNab procedures and will utilise the Site Specific Induction Checklist.

At the site induction workers will need to:

- Provide evidence of a current General Construction Card.
- Complete all sections of the induction form.
- Sign and date the form.
- Provide evidence of licenses, if the worker will be operating registered plant, Prescribed Occupation, or performing a Prescribed Activity.

During the induction workers will be advised of information including, but not limited to, the following:

- McNab Project Management Personnel,
- Site First Aid Officer and HSE Advisor/Coordinator, if applicable,
- Location of facilities and amenities,
- Site rules & expected behaviours,
- Emergency procedures -evacuation plan & assembly point,
- Reporting requirements,
- Site Rules,

### Construction Site Entry Requirements

Due the potentially hazardous nature of most construction work and the work environment construction sites are restricted to the following personnel:

- Workers contracted by McNab to perform work activities on site, who

hold a current General Construction Induction card and who have completed the Site Specific Induction.

- Workers over the age of 15.
- Visitors and suppliers authorised by McNab Project Management team to be on site.

**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.

### Safe Work Method Statements

The Subcontractor must provide Safe Work Method Statement/s (SWMSs) with any SWMS for high risk construction work activities requiring review and approval by McNab before that work commences.

The SWMS shall be in accordance with WH&S legislation and must be approved by a McNab representative before the Subcontractor can commence work activities on site.

The SWMSs must be submitted to McNab 10 working days prior to the contracted start date. The Subcontractor will be advised if their documentation has been approved or what needs to occur for their submission to comply.

### Incident Notification and Investigation



The Subcontractor is to inform all workers that they are required to immediately notify the Site Foreman and/or the site HSE

Advisor/Coordinator of any incident, near miss, dangerous event or workplace hazard.

The worker will be required to complete one of the two forms, below.

- Incident Report **[Form 06.41]** – incidents, injuries and dangerous events; or

- Near Miss Report [**Form 06.91**] – near misses.

A decision will be made by the Site Foreman or HSE Advisor/Coordinator if the event is to be investigated. Witnesses and workers are required to assist in the investigation. Witnesses shall not be permitted to leave site with the injured worker until a statement has been documented.

### Incident Resulting in Injuries

Any workplace incident which results in a person or persons requiring assessment or treatment must be immediately reported to the Site Foreman or the HSE Advisor/Coordinator.

**First Aid Treatment Injuries** – There will be a trained First Aid Officer on site who can attend to the initial treatment of injuries.

**Medical Treatment Injuries** – Where it has been assessed by the site First Aid Officer that the injured person requires immediate assessment and/or treatment by trained medical personnel, then an ambulance will be called.

Where an assessment by the First Aid Officer concludes that the injured person's current condition is not serious or life threatening they can then, but only then, be transported by private vehicle.

**Lost Time Injuries** – Where it is evident that the injured person will not be able to perform normal duties, the Subcontractor Supervisor must inform the McNab Site Foreman so a suitable duties plan can be prepared. It is an absolute expectation that the injured workers employer or head contractor will take an active role in managing the injured worker in line with McNab's Injured Worker Management procedures.

### Incident Notification

There are certain incidents that must be reported to Workplace Health and Safety Queensland or the Electrical Safety Office and they are:

- Serious Bodily Injury
- Work Cause Illness

- Dangerous Event
- Dangerous Electrical Event
- Serious Electrical Incident

Should an incident on site necessitate notifying Workplace Health and Safety Qld a **Form 3** must be completed and lodged within **24 hours** of the incident occurring.

The HSEQ Manager is responsible for coordinating the lodgement of this form.

Should the incident involve the Subcontractor, their employees or workers engaged to complete works under their contract, the Subcontractor and the individual/s involved must assist in completing the report form and with the subsequent investigation by the Division.

Any notices issued to an individual or business as a result of the investigation must be attended to by that person / business and reported to the Site Foreman.

### Other Reporting Requirements

Site personnel on McNab projects are required to also report incidents involving the following:

- Plant & Equipment damage including any item of common plant that is faulty, defective or unsafe to use.
- Unauthorised Alteration/Modification to scaffolds
- Theft
- Property damage
- Structural damage
- Environmental incidents
- Chemical spills
- Complaints from neighbouring properties or the general public
- Bullying or harassment
- Occupational Violence
- Unsafe actions or work practices
- Offensive behaviour or language
- Smoking in an enclosed area
- Practical jokes or skylarking

## Consultation and Communication



It is a legislative obligation that employers involve their workers in the decision-making process with regards to workplace health and safety. McNab will facilitate this process by:

- Posting relevant information on the Safety Bulletin Board.
- Subcontractors attend and participate in the daily Pre-start Meetings.
- Establishing a Site Safety Consultation Committee,
- Conducting Subcontractor meetings.

## Disciplinary Action

Individuals found to be in breach of:

- Site Rules
- Workplace health and safety legislation
- State and National Codes of Practice
- Safe Work Practices
- Safe Work Method Statement requirements

may attract disciplinary action, which can result in dismissal from the construction site.

**Note:** The worker's employer will be contacted to show cause for continuation of contracted works on site and to discuss what corrective actions they intend to implement to eliminate the potential of recurring behaviour/actions.

## First Aid

McNab, as the Principal Contractor, has an obligation under the legislation to provide a trained First Aid Officer and First Aid Facilities.

Each McNab project site will have a trained First Aid Officer.

The site First Aid Facilities will be assessed and implemented in accordance the relevant section of the Regulations and the First Aid Code of Practice.

The identification of the First Aid Officer will be communicated to all workers during the Site Specific Induction and a poster identifying this person will be displayed in the Site Office, lunchrooms and around the site.



Site signage will identify the location of First Aid Kits. A First Aid Kit will be available in the Site Office.

All workers are to inform the Site Foreman and/or the HSE Advisor/Coordinator of any items removed for use from the First Aid Kits.

## Site Inspections & Non-Conformances

Random inspections will be conducted by McNab HSE Coordinators and other McNab representatives. A subsequent inspection report will be presented to the Site Foreman, Project Manager and Construction Manager. A summary of the report will be issued to McNab Senior Management at the monthly Management Group Meeting.

Any non-conformance will be reported and may, depending on the severity of the act or practice result in the issue of a Site Safety Instruction.

Significant or repeated non-conformances will be recorded and reviewed by senior management who may recommend a course of action to ensure there is future and on-going compliance. The recorded actions will have an affect the on the evaluation of the Subcontractor's performance.

Repeated non-conformances may result in other action consistent with the terms of the contract

## Illegal Drugs and Alcohol

The McNab Drug and Alcohol Policy shall apply to Subcontractors and their employees. Subcontractors and their employees will not be permitted to enter McNab construction sites with any alcohol or illegal drugs at any time, nor will they be permitted onto work sites at any time if they

are believed to be under the influence or adversely affected by alcohol or drugs.

All workers found to be under the influence of alcohol or drugs will be stood down immediately and their employer will be informed of the breach. It will be the responsibility of the employer to arrange safe transport from the site to the person's place of residence and provide appropriate counselling.

Workers found to be in possession of alcohol or drugs on site, selling prohibited chemical or under the influence of alcohol or illegal drugs will be dismissed from site immediately. In relation to the possession of or the sale of prohibited substance the Police will be informed.

### **Site Safety Consultation Committee**

A Site Safety Consultation Committee will be established in accordance with the Work Health and Safety Act 2011.

The committee will comprise of representatives from management and workers.

Each Subcontractor shall nominate a representative who is to attend each committee meeting when the Subcontractor is working on site.

Committee meetings will be held fortnightly or at the discretion of the Project Management Team.

The representative is responsible for:

- Ensuring the Subcontractor meets all relevant health and safety obligations.
- Attending the site walk around.
- Informing their employer and other workers in their team of issues raised and discussed at the meeting.
- Conducting Toolbox Talks on topics raised as issues at the Safety Committee Meeting.
- Providing documented evidence that Toolbox Talks are being conducted – includes list of attendees.

### **Toolbox Talks**

The Subcontractor's Supervisor is to ensure all available team members attend Toolbox Talks conducted by the McNab Project Team.

McNab will provide the Toolbox Talks topic, which will be either relevant to work activities currently being performed on site or relate to an incident that has occurred.

### **Pre-start Meeting**

The Subcontractor is to ensure that all subcontractor staff attend and participate with the site daily pre-start meeting.

### **Job Hazard Assessments (JHAs)**

An essential stage of any Risk Management Program is the Assessment of Hazards and associated Risks.

The most effective method of identifying hazards is an assessment prior to conducting the work activity because every routine task is not the same on each occasion at each site.

Therefore additionally to the Subcontractors' SWMS workers will be required from time to time when directed by McNab to assess for hazards and associated risks prior to commencing each task/activity. This is documented via a McNab JHA.

### **Workplace Health & Safety Notices**

When any Improvement, Infringement or Prohibition Notice is issued by a Workplace Health and Safety Inspector, local council or other authority as a result of the Subcontractor's work activities the Subcontractor must immediately inform the Site Foreman.

The Subcontractor must issue a copy of the Notice to the Project Manager and include a letter advising the proposed actions to close out the non-compliance and long term solution to prevent recurrence.

This must occur within one working day of the issue of the Notice from the Inspector.

## Emergency Procedures

Workers will be instructed on the site emergency procedures during the site specific induction. Workers must comply with the instruction/alarm to evacuate and must assemble at the designated Emergency Assembly Point.

The Subcontractor Supervisor is responsible for taking a roll call at the Emergency Assembly Point and informing the Site Foreman of the status of their work team.

Workers are not to leave the Emergency Assembly Point until they have been instructed to do so by a member of the Emergency Services or the Site Foreman.

Emergency Drills will be periodically conducted on site. All workers on site are to stop work immediately, and make their area safe before proceeding directly to the Emergency Assembly Point, or otherwise follow the Emergency Procedures relevant to the drill.

**First Priority – Protection of Human Life**

## Behaviour

The Subcontractor shall ensure that all their employees behave in a socially acceptable manner.

The following behaviours will not be tolerated on McNab sites:

- Rude or offensive behaviour
- Inappropriate gestures or language
- Bullying
- Harassment
- Physical violence
- Fighting
- Confrontational attitudes towards fellow workers, McNab staff or members of the public

Subcontractors or their employees displaying this type of behaviour will be removed from the work site immediately. Serious offences may result in Police involvement and investigation.

## Practical Jokes

Practical jokes and skylarking are strictly prohibited at McNab sites. Any person or persons found guilty of such offences will be dismissed from site.

## Incident Prevention

To prevent incidents, Subcontractors and their employees are requested to:

- Observe safety legislation and standards;
- Comply with Site Rules, their Safe Work Method Statements and Safe Work Practices;
- Always be alert and observant;
- Think before acting;
- Consider the outcomes of actions;
- Consider those working nearby;
- Make proper use of protective clothing and equipment;
- Carefully follow the instructions from the McNab Project Management Team;
- Keep the work area tidy and leave the job in a safe, tidy condition;
- Adopt a positive attitude to safe working; and
- Be alert for changing or unusual conditions.

## Evaluation of Subcontractor Performance

Subcontractor health, safety and environmental performance will be monitored during their time on site and evaluated on completion of the contract and this will form part of the evaluation for future tenders.

## Workers' Compensation



The Subcontractor must provide evidence of a Certificate of Currency with WorkCover prior to commencing on the project.

McNab as the Principal Contractor needs to be kept informed of any worker who is claiming benefits due to an injury sustained on one of our project sites.

It is the responsibility of the Subcontractor to inform the Site Foreman of the injured persons' current condition and treatment status.

## **Amenities**

McNab will provide the following amenities for all site personnel to use:

- Toilets
- Lunchrooms
- First Aid facilities
- Shaded Area – where room permits and it is practicable.
- Designated Smoking Area

Lunchrooms are provided for site personnel to store, cook/heat food and tables and chairs are provided for meals to be consumed.

## **Barricading**

The Subcontractor is responsible for provision and placement of adequate barricading around work zones where it is necessary to restrict entry of persons because of workplace hazards e.g.

- Stripping formwork
- Open trenches
- Excavations
- Open floor penetrations
- Mobile Plant operating
- When safe systems of work identify this as a control

## **Common Plan**

McNab has an obligation to provide certain items of plant for common use – Common Plant. These items include but are not limited to:

- Toilets
- Lunchrooms
- First Aid Facilities
- Fire Fighting Equipment
- Water Fountains
- Scaffold
- Perimeter Fencing - Hoarding
- Temporary Power Boards and site power.

These items are provided for the health, safety and wellbeing of workers on site and

are for the use of all personnel. It is McNab's expectation that these items be treated with care and respect.

Any person found to have deliberately misused any item of common plant will be immediately dismissed from site and their employee will be back-charged any costs for cleaning, repairs or replacement.

## **Consumption of Food / Drink**

Food is not to be consumed on the construction site. All meal breaks are to be taken at the amenities provided.

Glass bottles (such as drink bottles) are not to be taken into the areas construction activities are undertaken.

Individuals are responsible for cleaning up after themselves and to correctly dispose of general rubbish, food wastes and maintaining a clean and tidy lunchroom.

## **Fire Prevention**

To prevent fires, ensure good housekeeping and work practices are observed by:

- Maintaining the work area free flammable and combustible waste.
- Appropriate storage and use of flammables, including refuelling.
- Completing a permit to work for all Hot Work.
- Have readily available a portable fire extinguisher and a fire watch when performing Hot Work.
- Ensure cigarettes are fully extinguished and appropriately disposed of.
- No lighting of fires e.g. to burn off building waste.

## **Fitness for Work**

It is the responsibility of the Subcontractor to ensure all workers are physically, mentally and emotionally able 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 the Site Foreman and record it via the Incident Report [Form 06.41].

## Public Safety

Public safety is to be a paramount consideration at all times. All machinery is to be left in a safe condition so as to not present a hazard to the public. No trenches or openings are to be left unattended. All works are to be appropriately barricaded and adequate measures undertaken to prevent unauthorised access to the work site.



When the Subcontractor's work task or activity has the potential to interact with the general public the Subcontractor must provide a Safe Work Method Statement identifying the appropriate control measures to be implemented and monitored.

## Restricted Access Areas

There are times when specific areas on site may be designated as a Restricted Access Areas. A common Restricted Access Area is walking on insulated panel above cool rooms / freezer rooms where there is a load limit per square metre.

Such areas shall be delineated as an exclusion zone with a visual and/or physical barrier and signage. Only workers required in the area who have signed the SWMS shall be permitted entrance.

## Safety Signage

McNab as the Principal Contractor is obligated to provide and maintain appropriate and adequate safety and site signage.

The Subcontractor must also provide and display safety signage when the activity they are undertaking has the potential of putting other site personnel at risk of harm, if they were to enter an area or access an item of plant.

Examples of such safety signs are shown below. The signs must comply with Australian Standard AS 1319:1994.



## Site Security

Everyone on site is responsible for securing the site against unauthorised entry.

Each project site will have designated entry and exit points and at no time are workers permitted to dismantle the perimeter security fencing to gain entry to the site unless they have prior authorisation from the Site Foreman.



Should authorisation be given then it becomes the responsibility of that worker to ensure the perimeter fencing is secured at the end of the work activity or at the end of each working day.

Authority must be given each day if additional access is required.

## Smoking

Smoking is not permitted in an Enclosed Space. The definition for an Enclosed Space is any space that has three sides and a roof. Smoking is only permitted in the open or when 'side stream' smoke will not affect anyone else.

Smoking is not permitted in the Site Office, lunchrooms, toilets or site as in accordance with the appropriate legislation – Smoke-free enclosed places and outdoor places.

Designated Smoking area will be allocated and bins will be provided for cigarette butts. It is the responsibility of smokers to keep the designated area clean and tidy.

## Speed Limits

The speed limits on McNab sites for all mobile plant and vehicles is 10km unless otherwise sign-posted.

McNab will appropriately manage the interaction between personnel and plant by setting up exclusions zones, where practicable, but pedestrians are to give way to moving mobile plant and vehicles.

## Stop Work



Everyone on site has the right to stop work if they believe performing the work activity with the current controls in place will put themselves or

others at risk of injury or will impact the environment.

McNab strongly encourage workers to refuse to start or to stop a work activity if they consider it to be unsafe. If a person/s is found undertaking an unsafe work practice or unsafe act they will be appropriately disciplined, which may result in dismissal from site.

## Traffic & Pedestrian Management

For any work on or near roads a traffic management plan in accordance with the MUTCD Part 3 and Police and Local Council Permits must be submitted to the McNab Project Manager for approval prior to the work activity commencing.

Only competent persons trained in traffic management systems are to create traffic management plans, place traffic control signage, or act as a traffic controller.

If a work activity will impede pedestrian footpaths or place members of the general public at risk appropriate control measures must be implemented, controlled and monitored.

## Trainees

The Subcontractor must ensure a person being trained in a prescribed occupation i.e. rigger, dogman, scaffolder, etc., referred to as a trainee, must:

- Be trained by a person holding a certificate in the prescribed occupation or similar.
- Have a relevant training plan developed by a Registered Training Organisation.

- Maintain a training log book and be able to provide evidence upon request.
- Be supervised at a level according to the nature or circumstances of a particular task or activity.
- Ensure the trainee works within their current skill level and knowledge.

## U21 and Apprentices

McNab support young workers (under 21 ) and require subcontractors to support all programs for young workers and Workplace Health and Safety Queensland's Tell, Show and Watch philosophy.

Subcontractors who have employees or contractors who are under 21 are required to ensure they receive supervision that includes the young worker being shown and watched when first commencing a work activity or task. This is to ensure they are doing it safely.

## SITE COMPLIANCE

### Asbestos

During demolition or refurbishment works there is a probability that existing building materials contain Asbestos. On rarer occasion during excavations work Asbestos Containing Material (ACM) may be exposed.

In the case of the former McNab will request a copy of the building Asbestos Register from the client/consultant. A copy of the register will be issued to the relevant Subcontractors and where practicable the ACM will be identified and labelled.

The Subcontractor and their workers must adhere to the following requirements:

- Immediately inform the Site Foreman of the suspected identification/exposure of ACM. Cease work immediately.
- Not undertake work on ACM that involves grinding, drilling, cutting or breaking (sheet material).
- Only suitably licensed Subcontractors and trained personnel can remove ACM.

### Asbestos Removal

The removing of bonded or friable asbestos is a Prescribed Activity and must only be performed by a licensed Asbestos Removalist and their trained employees.

Any Subcontractor undertaking this activity must notify QLD WHS five (5) days prior to the work commencing.

**"B Class" license** - Persons removing 10 square metres or more of bonded asbestos must hold a 'B' class certificate (or bonded asbestos removal certificate).

**"A Class" license** - Work to remove any amount of friable asbestos must be done by an asbestos removalist that holds an 'A' class certificate for asbestos removal work.

The Subcontractor engaged to remove ACM must provide evidence of:

- A current applicable license.
- Training records and qualifications of employees or those engaged to perform the work.

- Safe Work Method Statement for approval prior to commencing work.
- Records of the appropriate disposal of the ACM.

### Compressed Air Plant

The following are safety requirements relating to any compressed air plant:

- Machine to be silenced type (output at or below 85dB (A))
- Proof of maintenance if required to manufacturers' standard to be available with machine (logbook).
- Located clear of access and egress of people and plant pathways.
- All hoses must be secured to prevent unwanted disconnection.
- All compressed air tools being used on site shall be maintained to the manufacturers' standard and a copy of maintenance records to be readily available, if required.
- Compressed air must never be used to clean people, clothing or footwear.

### Confined Space

Confined Space includes any space which is not intended as a permanent or ongoing workplace, has a restricted means of access, and that contains or may contain a hazardous atmosphere, or some other hazardous environment.

Confined spaces are dangerous places and require particular risk control measures, including the completion of a Permit to Work—Confined Space Entry Permit and an approved Safe Work Method Statement.

Only trained and competent personnel may be involved in confined space entry work.

### Cranes

Before a crane can be operated the following must have occurred:

- Check to ensure the crane can lift, move and place the load within the capacity of the crane's radius chart.
- The operator has a relevant prescribed occupational certificate to operate the crane.

- The dogger assisting has a relevant prescribed occupation certificate to attach the load to the crane and direct the driver in the movement and placement of the load.
- All components and gear to be used is certified in date and time and suitable for the selected operation. Crane has been inspected for wear and tear or damage – pre-start checklist completed.
- Chains, shackles etc. carry identification tags, are sufficient size and capacity for the job and meet the relevant Australian Standards.
- All stabilisers are fully extended and founded on sound and adequate sole plates to distribute the load. All hazards such as overhead cables, other equipment and plant, trenches and excavations are identified and controlled
- A lifting plan and Safe Work Method Statement has been provided and approved.
- All current maintenance and service records are readily available upon request.
- Evidence of 10 yearly inspections maintained with vehicle, if applicable.

## Demolition

Demolition work is deemed both a High Risk Construction activity and a Prescribed Activity and therefore the following requirements must be met by the engaged Subcontractor prior to the demolition works commencing:

- Any Subcontractor undertaking this activity must notify QLD WHS five (5) days prior to the work commencing.
- The Subcontractor must hold and have provided evidence of an applicable certificate for the type of demolition work to be performed either a DM1 or DM2, depending on the type of structure/building.
- Provide a Demolition Removal Plan which must include but not be limited to, location and type of building/structure, construction

materials used, height of the structure and boundary clearance distances, scope of the demolition project; e.g. single story or wall, demolition techniques and methods including major equipment to be used, demolished materials waste management plan including hazardous chemical, demolition work plan (safe work method statements), demolition sequence, traffic management plan, environmental management plan, details of protective measures required during demolition, dimensions of the exclusion zones and any other plans or documents necessary.

- The person responsible for supervising the demolition work must meet the relevant legislative criteria requirements, must be at least 18 years of age, hold a current certificate 30765 QLD Course in Demolition Theory and Application or an equivalent or relevant qualification.

## Dust, Fumes and Gases

The Subcontractor must ensure appropriate controls are maintained to minimise the exposure of others to dust, fumes or gases created by their work activities on the construction site. Any dust, fumes or gases shall be controlled and prevented from releasing into the atmosphere which may affect workers and the general public.

This may involve a form of extraction and filtering out of generated dust, fumes or gas.

Some commonly generated dusts, fumes and gases on construction sites include:

- Silica from brick, block or concrete cutting.
- Welding fumes from surface treatment like paint, epoxy, galvanising, zinc etc.
- Asbestos from sheeting to walls, floors, roofing or installation.
- Exhaust fumes from vehicles or plant being operated within or adjacent to a work zone.

## Earthmoving Plant

The following are required safe work practices to be adhered to for earth moving equipment and the operation of earthmoving equipment:

- Earthmoving equipment used as a crane to lift and move shall have a compliance tag verifying plant compliance with AS1418 or at least documentation to confirm compliance.
- If the earthmoving equipment is to be used as a crane it must have a burst protection module fitted where the rated capacity exceeds 1 tonne.
- Manufacturer load chart fitted.
- Approved and tested lifting points fitted to the boom.
- Safe working load (SWL) shall be affixed to lifting arm.
- Operator to hold certificate of competency or verification of competency from a Registered Training Organisation or have undertaken an internal training programme from their employer with evidence of such to be provided.
- Must be fitted with complying rollover protective structure and falling object protective structure.
- Fitted with reversing tones and flashing lights, which must be used.
- Must be operated within manufacturer's limits and never overloaded.
- All plant must be switched off before refuelling.
- Must be repaired, serviced and inspected by manufacturer recommended service contractors only and records maintained and kept.
- Before leaving the plant for any reason, discharge all stored energy – lower buckets/blades to the ground, turn off and remove the key.

## Electrical Equipment & Power Tools

The Subcontractor must provide an Electrical Equipment Register prior to commencing on site and they must maintain the register for the duration of their work on site.

The register must contain a list of all electrical equipment to be brought to and used on the project site. The register must also indicate the last test date for each item and the test results.

All portable electrical equipment must be inspected and tested every three months by a suitably qualified person e.g. licensed electrician or person who has completed the Inspection and Testing training course. Each item must have attached to its lead a current (in-date) durable/legible inspection tag.

All items of electrical equipment should be inspected prior to each use. Any item that is damaged, faulty, defective or unsafe to use must be immediately removed from service. It is the responsibility of the Subcontractor to ensure the item is repaired or replaced.

Where practicable all electrical leads will be kept off the ground on insulated hangers or insulated lead stands.

Extension leads will not be joined together. The maximum length of an extension lead with a 1.5mm<sup>2</sup> conductor is 35 metres.

Electrical equipment will not be placed on or near wet areas unless the equipment is designed specifically for that purpose and must be mechanically protected from potential damage.

Double adaptors and domestic power boards are not permitted on construction sites.

|                                                                                                                       |                       |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------|
| APPLIANCE TEST TAG                                                                                                    |                       |
| TAG NUMBER<br>6092609                                                                                                 |                       |
| mcnab                                                                                                                 |                       |
| PLACE LEAD HERE                                                                                                       |                       |
| <b>CAUTION</b><br>DANGER: ELECTRICAL EQUIPMENT<br>DO NOT TOUCH OR MOVE EQUIPMENT<br>IF YOU ARE NOT A QUALIFIED PERSON |                       |
| INSPECTION NO.<br>001257                                                                                              | TESTED BY<br>McNab    |
| APP. NO.<br>AQ3637                                                                                                    | TEST DATE<br>12/09/09 |
| TESTED BY<br>9" Grinder                                                                                               | TEST DATE<br>/ /      |

## Elevated Work Platforms – Scissor & Boom Type

Before and whilst using a scissor or boom type Elevated Work Platform (EWP), the operator must ensure:

- The required daily inspection and services are carried out and recorded.
- That they follow manufacturers' and/or supplier operational requirements.
- They hold a relevant certificate to operate the type of plant being used or have undergone a course of training from their employer, with evidence of such provided. Operators of boom type EWPs, with a platform capacity of 11 metres or more, must hold a current licence.
- They keep out of required exclusion zones for overhead electrical cables, excavations and trenches or slopes in excess of manufacturer specified limits.
- They do not overload the platform or permit materials to extend outside the edge protection.
- They do not climb up on the edge protection and only use the gate to exit the platform.
- When operating a boom type elevated work platform they are wearing the provided safety harness and it is attached to the designated anchor point.
- The EWP must be parked in such a manner so as to eliminate accidental movement and operation by unauthorised personnel.
- Provide for approval a Safe Work Method Statement for the activity which includes an emergency retrieval plan.

## Environment

McNab is committed to reducing the impact our business activities have on the environment. For McNab to achieve this goal it requires the pro-active support of those engaged to provide a service. Areas where Subcontractors can be pro-active are:

- Reducing waste to landfill by recycling and/or re-using.
- Sourcing less harmful chemicals and materials.
- Ensuring building waste that can be recycled is placed in the appropriate bin provided.
- Properly disposing of building and general waste.
- Ensuring hazardous waste does not / cannot make its way into waterways.
- Ensuring appropriate controls are implemented when storing chemicals on site e.g. proper containment, accessible spill kits and trained personnel.
- Turning off taps and hoses when not in use.
- Turning off task lighting when not being used.

## Fall Arrest / Restraint

The Subcontractor whose work activity requires their workers to wear a safety harness as a control measure against falling from heights must:

- Provide for approval a Safe Work Method Statement which includes an emergency retrieval plan. The SWMS where PPE or Administrative controls are utilised what other controls were considered.
- Ensure the worker is trained in the selection, fitting and maintenance of safety harnesses and other equipment.
- Ensure that the worker inspects all fall arrest/restraint equipment prior to each use.
- Ensure that all fall arrest/restraint equipment is inspected and tagged every six months by a competent person.
- Remove from service immediately any faulty, defective or damaged item of fall arrest/restraint equipment. Fit and out of service tag to ensure it is not reused prior to appropriate disposal.

## Falling Objects

The Subcontractor must put in place appropriate control measures to eliminate the potential of objects falling.

Falling objects will include any object that could fall from a height such as tools falling off a work platform or rock and soil falling into a trench.

It also means an object emitted sideways or upwards which can strike a person such as falling bricks deflected off the side of the building.

## Floor Penetrations

McNab will be responsible for appropriately covering floor penetrations greater than 100mm square or in diameter. The cover will be of an appropriate material able to take the potential weight, be fixed to prevent movement, require a tool to release the fixings and be marked to indicate the danger.

### **DANGER – HOLE BENEATH**

Workers must have the Site Foreman's approval before a penetration cover can be removed. If the penetration is to remain open for any period of time then an appropriate barricade must be erected and fixed around the opening at a height no less than 900mm and fitted with a mid-rail and toe board.

## Formwork

No Subcontractor shall commence formwork erection until a formwork plan has been prepared, in accordance with the Code of Practice for Formwork and has been approved by the engineer and sighted by Project Manager and/or the Site Foreman.

The Subcontractor must also provide a site specific Safe Work Method Statement for this activity.

A copy of all Subcontractor documentation, plans, elevations, engineering certificates etc. as detailed in the formwork plan must be provided to the Site Foreman.

The erection, maintenance and dismantling of formwork must be in accordance with the formwork plan and legislative requirements.

## Hazardous Chemicals

The Subcontractor must provide a register indicating the hazardous chemicals they will utilise on site.

For each hazardous chemical the Subcontractor must also provide a risk assessment and a current Safety Data Sheet.

The Subcontractor is responsible for training those who will receive, store, decant, mix, use and/or dispose of hazardous chemicals in the specifically developed Safe Work Method Statement.

## Housekeeping

Subcontractors are responsible for maintaining their work areas. All work areas shall be kept in as clean, tidy and in a safe condition as possible at all times.

## High Risk Construction Work

Subcontractors are responsible for providing Safe Work Method Statements and for any work activity deemed by legislation as a High Risk Construction Work McNab will review and approve the SWMS before that activity can commence.

High Risk Construction Work include:

- (a) involves a risk of a person falling more than 2m; or
- (b) is carried out on a telecommunication tower; or
- (c) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure; or
- (d) involves, or is likely to involve, the disturbance of asbestos; or
- (e) involves structural alterations or repairs that require temporary support to prevent collapse; or
- (f) is carried out in or near a confined space; or
- (g) is carried out in or near—
  - (i) a shaft or trench with an excavated depth greater than 1.5m; or
  - (ii) a tunnel; or
- (h) involves the use of explosives; or (i) is carried out on or near pressurised gas distribution mains or piping; or

- (j) is carried out on or near chemical, fuel or refrigerant lines; or
- (k) is carried out on or near energised electrical installations or services; or
- (l) is carried out in an area that may have a contaminated or flammable atmosphere; or
- (m) involves tilt-up or precast concrete; or
- (n) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians; or
- (o) is carried out in an area at a workplace in which there is any movement of powered mobile plant; or
- (p) is carried out in an area in which there are artificial extremes of temperature; or
- (q) is carried out in or near water or other liquid that involves a risk of drowning; or
- (r) involves diving work.

In addition, involves a risk of objects falling more than 2m.

## Lasers

Lasers up to Class 2 only are permitted on a construction site. They must be positioned so as not to make eye contact with any site personnel and the beam protected from leaving the site by a barrier or other solid object placed in its path of travel. Persons must be competent to operate the laser.

## Lifting Equipment

Lifting gear will comprise of all equipment to aid in the raising, moving and lowering of plant, equipment and material at a construction workplace and includes slings, shackles, chains etc.

All lifting equipment used by Subcontractors to perform their activities under their scope of works must have evidence of current in-service inspection and testing. A Lifting Gear Register must be provided prior to commencement on site identifying all chains, slings, steel rope, harnesses, nursery reels etc.

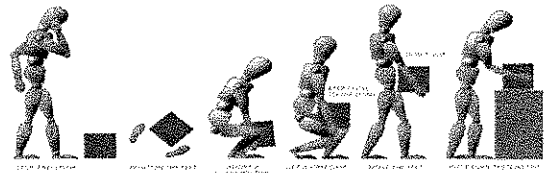
Any items found to be outside of the test date or in an unsafe/serviceable condition

must be removed from the project site and replaced with a serviceable item.

## Lifting Loads

The slinging of loads must be performed by a licensed Dogman or Rigger.

## Manual Handling



Poor manual and material handling practices can cause permanent and partial injury. Therefore Subcontractors are to ensure that manual handling of heavy material is minimised and must:

- Assess routine work activities to identify manual handling risks and implement control measures, where practicable.
- Provide appropriate mechanical devices to assist in lifting etc.
- Train their workers in the lifting techniques and safe manual handling practices.

The keys to safe good lifting are:

- Minimise the weight, size and the number of lifts required, plan to lift part of travel and where possible lift with a mechanical device.
- Ensure the walking surface is sound and free of holes, penetrations and rubbish and a minimum of 450 mm wide.
- Restrict lifting by injured or ill workers.
- Do not undertake continuous lifting tasks; implement rest and other light activities between heavy lifting.

## Noise

Noise is unwanted sound that over time can affect a person's hearing. The statutory Daily Noise Exposure limit is set at 84dB(A) therefore there is a potential of noise induced hearing loss as a consequence of exposure to noise levels in excess of illegal limits.

Therefore the Subcontractor must identify and control the level of noise generated by their construction activities.

For each activity when noise is in excess of 85dB(A) the Subcontractor must include it as a hazard in the development of their Safe Work Method Statement and include the chosen method of control to the operator generating noise, other workers and members of the public before any work is commenced.

Prior to using any plant and equipment the Subcontractor shall assess each item and where practicable fit noise suppression devices.

The Subcontractor, where it is identified as a control measure, must provide hearing protection to their workers that is applicable for the task and meets the relevant Australian Standard.

### **Oxy-acetylene Work**

The operation of an Oxy-acetylene set is deemed as hot work and will require a Hot Work Permit prior to commencing the work task.

Before each use the operator must undertake the required inspections, and set up the equipment to the manufacturers' requirements. Inspection must include hoses, gauges, cylinders etc.

The following precautions must be taken:

- Ensure there is an operational fire extinguisher at the point of use.
- Install protective screens to protect others workers and the public.
- Install warning signs.
- Isolate flammable liquids, gases and other combustible material from the work location.
- Flashback arrestors to be fitted at the cylinders.

The above is applicable to any hot work activity.

### **Personal Protective Equipment (PPE)**

The Subcontractor is to familiarise themselves with the site PPE requirements

and to ensure their workers, and others, have and use the applicable items.



All PPE items must be maintained in good condition and fit for purpose in accordance with the relevant Australian Standards.

The minimum PPE requirements for workers on McNab construction sites include:

- Safety helmet - to be worn at all times in the construction areas.
- Ankle High Safety Boots - to be worn at all times in the construction areas.
- Safety eye wear - to be worn at all times in the construction areas
- Safety gloves appropriate to the tasks to be performed— to be carried on your person at all times, worn whilst undertaking construction activities
- Hi-visibility garment – shirt or vest to be worn at all times in the construction areas

Workers must also have and use other items of PPE applicable to the work activities / tasks they are to perform e.g.:

- Appropriate gloves for the tasks to be performed
- Double Face protection, face shield or goggles and safety glasses, for cutting, drilling and grinding
- Hearing protection (ear muffs or plugs) when operating or near noisy plant and equipment
- Dusk masks when cutting/grinding concrete

Hats or beanies are not to be worn under Safety helmets.

Safety helmets must be replaced at intervals no greater than 2 years (or less where excessive wear and tear exists or it has sustained an impact).

PPE found to be not in a safe condition will be removed from site and replaced at the Subcontractor's expense.

Safety boots that have exposed metal toes or holes must be replaced.

## Permit 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
- Height Access Permit
- Confined Space Entry Permit

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

Permits to Work may have a limited life if the work is to continue a new Permit to Work must be completed.

## Plant & Equipment

All plant and equipment is to be fit for the purpose for which it is intended.

All operators are to have appropriate licences or competencies.

Risk assessments will have been completed for all plant and made available on request.

All items of plant will be inspected daily before first use and maintained in good condition and fit for purpose.

Any plant found to be not in a safe condition will be removed from site.

## Post and Pre-tensioning

The Subcontractor must ensure only competent persons undertake post or pre-tensioning and that they adhere to the following:

- Before use check gauges, hoses, connections, jacks, barrels, wedges, and tools, and other plant and equipment for wear and tear.
- Undertake manufacturers' and suppliers inspections, service and repair and report actions in maintenance book.
- Ensure the jack is restrained from free flight.

- Isolate the work zone all persons not directly involved in the work activity.
- Install appropriate stop end barriers during all cable pushing activities.
- Erect complying work platforms.
- Wear required personal protective equipment.

## Prescribed Activity

The Subcontractor engaged to undertake a prescribed activity will be required to provide a complete and compliant plan that adequately meets the requirements of Work Health and Safety legislation, any national Code of Practice, or other legal requirements or Australian Standards.

The Subcontractor shall supply copies of business certificates for the relevant prescribed occupation and details of all worker qualifications to undertake a prescribed activity. Copies of all details shall be provided to the Project Manager for review and comment before any work in the prescribed activity is to commence on site.

## Prescribed Occupation

If any task or activity to be undertaken by the Subcontractor, Subcontractor's workers or Subcontractor's suppliers requires a prescribed occupational certificate, copies of the relevant certificates must be provided to the Site Foreman for review and recording during the Site Specific Induction.

## Propping (Acrow)

Props are commonly set up to temporarily support a structure or transfer a load. Construction props are typically used to support concrete formwork while the concrete is curing or to support a roof or overhead structure while removing, replacing or repairing a wall or other supporting structure. There a number of safety requirements that must be adhered to. These include but are not limited to:

- All propping and removal of propping is to be undertaken in accordance with the Engineer sign off.
- Under no circumstances are unauthorised workers to release or

remove props without the prior approval of the Site Foreman.

- Singular propping shall be tied if practicable to other members and/or secured against dislodgement at all times.
- Propping shall be placed centrally over sole plates or beams and are to be of an adequate size to support the intended imposed load.
- Under no circumstances is a make-shift locking bar to be used other than the manufacturers' approved locking bar.

## Protruding Objects

The Subcontractor must ensure objects which are within the work zone and which could cause damage or injury if contacted must be controlled to prevent penetration or injury. Examples include placing caps on or bending over vertical reinforcing steel and cushioning and marking scaffold components that protrude into the work zone.

## Securing Material

Materials stacked on roofs, floors or other locations where they may be subject to unexpected wind gusts shall be secured at all times. Materials are only to be unsecured during removal of necessary items from the stack to enable work to continue, and then the stack is to be resecured (e.g. metal roofing, flashings, plywood stacks tied down or secured to bearers or purlins).

## Scaffold – Mobile & Modular

No Subcontractor shall commence scaffolding erection until scaffold plans have been prepared to meet the requirements of the Code of Practice for Scaffolding and have been approved by the Engineer. The scaffolding Subcontractor will also need to provide a Safe Work Method Statement for approval.

The engaged scaffold Subcontractor shall erect, maintain, alter and dismantle the scaffold in accordance with Engineer approval and relevant legislation and other legal requirements.

Only appropriately licensed scaffolders are permitted to erect, maintain, alter and dismantle scaffold which has a working platform height of more than 4 metres.

Persons erecting scaffold up to a 4 metre platform must be deemed competent by their employer to undertake the task.

Under no circumstances are site personnel, (other than the licensed and/or scaffolder/s who erected & maintain the scaffold) permitted to alter or remove scaffold components. Person/s found in breach of this instruction will be immediately dismissed from site as it is a serious breach of safe work practices.

"Bombing" of scaffold (allowing scaffold components to freefall) during the dismantling is strictly prohibited.

Scaffolding above 2 metres must have a hand rail, mid rail and toe board.

Access to a platform on mobile scaffold must be via the internal ladder and trap door in the platform.

No one shall ride on a mobile scaffold whilst it is being moved.

## Slips, Trips and Falls

Slips, trips and falls are common construction site risks that often result in serious injuries. Eliminating trip hazards, slippery unstable surfaces and work platforms and appropriately covering, marking or barricading penetrations, recesses and openings is the responsibility of everyone on site.

## Ladders

Platform and other ladders must be used in accordance with following:

- Used for light work duties and at an appropriate height for the worker to work from the platform and not the rungs.
- Be opened fully and locking mechanisms secured
- Must be industrial rated to at least 120kg
- Must not be positioned in a location/manner where they can be accidentally knocked over.

- Used in accordance with the manufacturers' instructions.
- Extension and single ladders are to be used for access only

## Subcontractor Vehicles & Plant

McNab will provide parking area/s on/near site for workers' vehicles whenever practicable and achievable. When this is not possible workers may be permitted to drive on site to off load plant, equipment, materials or tools but must remove the vehicle once the drop-off is completed.

During the Site Specific Induction workers will be informed of the site parking arrangements. Workers must obey the parking instructions given.

Workers must obey street parking signs and park their vehicles in a manner that does not impede the natural flow of traffic or pedestrians. Workers must also be mindful of local residences and businesses parking and access requirements.

The parking of the Subcontractor plant and equipment on site requires the prior approval of the Site Foreman. Plant must be parked so as not to impede site access and egress. All parked plant must be parked in a manner that eliminates the potential of accidental movement, be locked and keys removed.

## Structural Steel

Steel construction is any work to erect assembled portions and single components of structural steel, such as columns, beams, bracing, rafters, purlins, girts, bridging and fly bracing, trusses other related steelwork for example, free standing structures. Safe work practices for erecting structural steel shall include:

- An approved Safe Work Method Statement prior to commencing the work activity.
- Ensuring stability is maintained at all times during overloading, storing, placing, and fixing.
- Ensuring the structure steel is erected in the sequence agreed with the designer – any variation or

deviation must be agreed with the designer prior to proceeding.

- Works to be supervised performed by competent persons with certificates of competency in the relevant prescribed occupation.
- No walking on steel members.

## Tag and Lockout



Before undertaking any electrical work the circuit breaker or main switch controlling the circuit, point, switch or appliance must be tested and tag out as de-energised.

The tag must provide details of the electrical worker who tagged it out, contact details and date of taking.

If the circuit is in a board, the board should be locked to prevent persons other than the electrical worker, tripping power on the circuit breaker / switch covered by the fitted tag.

## Temporary Power Boards

Temporary power boards are provided for the common use of all site personnel. The temporary power boards will meet Australian Standards, relevant Codes of Practice and will be set-up in accordance the legal and other requirements.

The Subcontractor must ensure that they use the temporary power boards as they are meant to be used. The following complies to all temporary power boards:

- The covers must remain intact and closed.
- Extension leads must only enter the boards through the space provided underneath the board.
- Extension leads are to be tied off at the insulated tier bar.

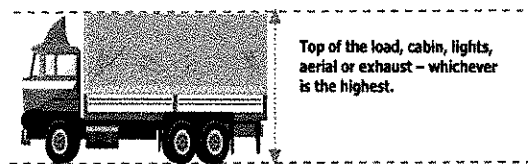
Workers are required to immediately report any damage, fault or defect detected to the Site Foreman e.g. pole fillers missing allowing finger access to live parts behind the front panel.

## Tilt-up and Pre-cast Concrete

The Subcontractor engaged in tilt-up construction work or pre-cast concrete work must ensure casting, erection and placement are in accordance with the design engineer details, AS 3850 and work health and safety legislation.

Detailed plans, elevation and other details of tilt up concrete panels must be kept at the workplace.

## Transporting High Loads



The Subcontractor engaged in the transportation of high loads on public/main roads is responsible for arranging the appropriate permits from electrical entities.

For any loads above 4.6 metres the route must be assessed / scoped by a qualified person taking into account advice from the electrical entity.

Any loads above 5.0 metres will also require an escort.

## Trenching and Excavation

Before commencing any excavations the Subcontractor must consult the Site Foreman. The Site Foreman is responsible for contacting local authorities and Dial Before You Dig to ascertain if there are any underground services. If there are underground services then the Site Foreman is to mark the location, type and depth on a site plan and communicate this information to the relevant subcontractors. The Site Foreman in association with the Subcontractor must complete a permit to work – Excavation Permit **[Form 05.78]**.

All trenches greater than 1.5 metres in depth where a person is to enter, are to be appropriately shored, battered, benched or be approved by a Geotechnical Engineer in writing. No machinery is to be parked within one metre or operated alongside an opened trench.

An exclusion zone is to be set up around an excavation and should consist of a barrier 900mm high complete with safety signage set up no closer than 1 metre from the edge.

All trenches should be backfilled before the end of the working day, but if this is not practicable a physical barrier must be erected with safety signage displayed.

## UV Radiation

Australia has one of the highest rate of skin cancer in the world and Queensland the highest incidence of Melanomas.

Building and construction workers are exposed to five times the recommended exposure limits for UV radiation.

Subcontractors are to implement measures to minimise the risk of UV exposure by:

- Providing sun protective clothing, including wide brimmed hats, long sleeved shirts and long trousers, and wrap around tinted UV protected safety glasses.
- Providing and encouraging the use of SFP 30+ sunscreen where possible, maximising the use of shade and other shelters, particularly during the period 2 hours before and after solar noon and where the UV index is high
- Enforcing the measures adopted.

## Waste

McNab is responsible for providing adequate waste bins for the disposal of building waste, general waste and food waste. McNab will provide bins for recycling waste e.g. aluminium cans, large bins for recyclable metal etc.



It is the responsibility of the Subcontractor workers to ensure all waste is correctly disposed of, but more importantly recyclable waste is placed in the bins provided.

## Working at Heights

The Subcontractor shall undertake a risk assessment for any activity where a worker

may fall from one level to another via the JHA.

Additionally, the Subcontractor shall ensure adequate protection against fall from heights is provided for all persons who are required to work within 2 metres of an edge where the potential for a fall from height greater than 2 metres exists.

This includes:

- work on roofs, ledges, or adjacent to open pits.

Fall protection may be in the form of barricades, scaffolds or appropriate fall prevention systems.

All scaffolds above 4 metres in height are to be erected by a qualified person. Scaffolds of 4 metres or less are to be erected by a competent person.

Single or extension ladders may only be used as a means of access / egress.

### **Working Near Overhead Power Lines**

Working near overhead power lines carries with it the danger of electrocution in the event of contact with the lines, or by coming close enough to cause an arc to occur.

The **NO GO ZONE** around overhead power lines is 3 metres and work activities between 3 and 8 metres will require the operator of plant to be appropriately trained and an observer be engaged to oversee the work activity.

Working near overhead power lines for electric trains requires additional approval from the relevant entity e.g. Queensland Rail and under no circumstances must work start unless prior approval has been granted by this entity.

The Subcontractor must provide for approval a Safe Work Method Statement prior to conducting work activities near overhead power lines.

### **Working on or adjacent to Roads & Railways**

Working on or adjacent to roads and railways shall require the Subcontractor to provide prior to commencing the work:

- A Safe Work Method Statement and
- A Traffic Management Plan.

Work must not commence until both documents have been approved.