

Schedule 1– Project Particulars

PART A

1.1 Date for Substantial Completion of each Stage:

Stage	Description	Date for Substantial Completion
1.	Basement Levels 03 - 01	07/07/2022
2.	Levels 01 - 03	08/09/2022
3.	Rooftop Levels 26 & Upper Roof	11/05/2023
4.	Substantial Completion	27/07/2023

1.1 Defects Liability Period: 12 months following Contractor Practical Completion

1.1 Second Defects Liability Period: 12 months

1.1 Project Manager: Panos Agrafiotis

1.1 Additional requirements for Substantial Completion:

1. all Materials, plant, equipment, services and installations have been demonstrated to perform as required by this Subcontract both under normal conditions and under simulated emergency conditions;
2. all normal and emergency start up and shut down functions perform in sequence without interruption or malfunction;
3. all Materials, plant and equipment have been demonstrated to the satisfaction of Mirvac to have been physically completed, commissioned, tested and is in a continuously useable condition;
4. the Subcontractor has provided to Mirvac all warranties which are available from suppliers and manufacturers for the plant or goods used in or provided for the Subcontract Works; and
5. the Subcontractor has performed the following:
 - (a) the removal of all Subcontractor's rubbish, Plant and Equipment and surplus material from the Site and from the Works, other than as is required for the carrying out of the Subcontractor's obligations in the Defects Liability Period;

- (b) the cleaning of any glass and sanitary fixtures including but not limited to windows and other external glazing forming part of the Subcontract Works;
- (c) the vacuuming of any carpeted areas and soft and hard surfaces forming part of the Subcontract Works;
- (d) the handing over to Mirvac of any documents in its possession issued by or evidencing approvals of any Authority in connection with the Subcontract Works;
- (e) the handing over to Mirvac of all keys forming part of or required for the Subcontract Works, tagged appropriately;
- (f) the handing over of all necessary certificates for various building elements and Materials used for the Subcontract Works;
- (g) the provision to Mirvac by the Subcontractor of all as built drawings, operation and maintenance manuals, information required under the Subcontract which are required for the use, operation and maintenance of the Subcontract Works, and certification from the Subcontractor that the as built design of the Subcontract Works complies with the Subcontract;
- (h) the provision of all Design Consultant's Certificates in accordance the Subcontract;
- (i) the provision of a Moral Rights consent, if required pursuant to clause 8.5(b);
- (j) any other obligation under the Subcontract that prevents or hinders the issue of an occupation certificate or permit.

2.4(a)	Design Obligations:	Apply to the Subcontract.
2.4(b)	Preliminary Design:	There is a Preliminary Design Refer to Schedule 9 within Subcontract 'Schedule 24 Scope of Works' '
5.1	Approved Form of Security:	Retention moneys
5.1	Security amount: Retention moneys/amount retained from each progress payment until limit (in the next item below) is reached:	10%

5.1	Limit of security: Value of Unconditional Undertakings or limit of security amount/retention moneys (based on the adjusted Subcontract Sum (but only accounting for positive adjustments)):	5%
5.3(a)(i)	First release of security:	50% of security required to be held under Clause 5
5.4	Parent Company Deed of Guarantee and Indemnity:	Is not required to be provided by the Subcontractor.
6.4(a)(i)	Other Properties:	Subcontractor must procure access
6.6	Working Hours:	Mon – Fri: 6:30am – 6:30pm Sat: 6:30am – 6:30pm
6.9(d)	Heavy Vehicle National Laws	National Heavy Vehicle Accreditation Scheme required: ☐ No
7.1	Subcontractor's representative:	Name: Danny O'Brien Title: Director Contact Number: 0439 362 651
8.1	Order of Precedence of Subcontract Documents:	1. Subcontract, including Subcontract Terms; 2. Scope of Works (Schedule 24 of this document); 3. Drawings, Specifications & other documents attached as or referred to in Schedule 25; and 4. All other Subcontract Documents.
10.1(d)	Time for giving Supplier Warranties:	N/A
10.1(d)	Supply items for which the Subcontractor is required to provide Warranties:	1. N/A
11.6	Other works not to be covered up before inspection:	All works as referenced in Scope of Works, works required to be inspected by Authorities and 3 rd parties and as direct by Project Manager
11.15(a)(i)	Scales of as-constructed documents to be supplied:	Scale: 1:100
11.15(a)	Form of as-constructed documents to be supplied:	Hard Copy / Electronic Editable form. No: 5
11.15(a)(iii)	Other Information to be supplied:	Nil

DO

12.1(a)	Date for submitting progress claims:	21st day of each month in which Subcontract Works are carried out; and within 10 Business Days of the earlier of: - the expiry of the Subcontract; - the date the Subcontract is terminated; and - a direction to do so by Mirvac.
12.2(d)	Time for making payment:	20 Business Days
12.7	Unfixed Materials:	Not applicable
12.12	Rate of Interest for overdue payments:	Nil
13.2(c)	Recipient created tax invoices	Mirvac will not issue recipient created tax invoices
14.1	Date for Commencement:	The date of the Subcontract
14.6(b)	Time within which EOT's must be claimed:	48 hours
14.7(a) and 14.8(a)	Delays for which EOT's granted:	1. A delay caused by the act, default or omission of Mirvac or any of Mirvac's employees or agents (but not the acts, defaults or omissions of any other contractor, supplier or consultant, whether engaged by Mirvac or not, or any act or omission permitted under the Subcontract). 2. A delay caused by a Variation instructed by Mirvac. 3. A delay caused by Mirvac instructing the Subcontractor to suspend the performance of all or a part of the Subcontract Works (except to the extent that the suspension is required or contributed to by reason of an act or omission of the Subcontractor or the Subcontractor's Personnel).
14.14(a)	Rate of liquidated damages:	Refer to rate of liquidated damages for each Stage below

14.14(a) Rate of liquidated damages of each Stage:

Stage	Description	Rate of liquidated damages per Stage
1.	Stage 1	\$20,000 per day
2.	Stage 2	\$20,000 per day
3.	Stage 3	\$20,000 per day
4.	Substantial Completion	\$20,000 per day

15.3(a)	Variations - time for giving measurements/costs:	5 days
15.4(b)	Day Labour Rates:	Refer Schedule 24 – Scope of Works
15.4(b)	% for overhead and profit:	7.5%

DD

21.3 Time for giving of notices of 48 hours
Prescribed Notice

24.1 Subcontractor's Email address: dan@cogentscaffolding.com.au