



ABC CONSTRUCTIONS (QLD) PTY LTD

P O BOX 2999
BRISBANE QLD 4001

DESIGN | CONSTRUCTION | FITOUT

Minor Works Subcontract

ABC CONSTRUCTIONS PTY LTD		(The Main Contractor)	
of	11 Ashtan Place, Banyo QLD 4014		
QBCC License:	61959	ABN:	98 061 732 778
		ACN:	061 732 778
and			
CORPORATE PLUMBING (QLD) PTY LTD		(The Subcontractor)	
of	10/60 Kremzow Road, Brendale QLD 4500		
QBCC Licence:	1144154	ABN:	98 131 498 014
		ACN:	131 498 014

SCHEDULE 1	
1. Project:	29 Armada Place
2. Contract Number:	19031.51.04
3. Subcontract Description:	Plumbing Package
4. Subcontract Sum:	\$28,000.00 Ex GST (or as per Annexure Part A)
	Twenty-Eight Thousand Dollars and Zero Cents
5. Contract Documents:	Annexure B Special Conditions
<i>The Subcontract is comprised of the following documents and in the case of any ambiguity, discrepancy or inconsistency the documents will apply in the order of precedence as listed:</i>	Annexure C Scope of Works
	Annexure E Drawing and Specification Register
	Annexure J Post Tender Meeting Minutes
	Annexure I Construction Program
	Annexure A Schedule of Rates
	Annexure F Safety Requirements
	Annexure D Approved Form of unconditional undertaking
	Annexure G Declaration by Subcontractor
	Annexure H Deed of Release
	Annexure L Warranty Deed
Annexure K Other Documents	

SCHEDULE 2			
6. Date for Commencement:	06 / 10 / 20	7. Date for Substantial Completion:	16 / 10 / 20
8. Progress Claims:	One per month during WUS after the submission of the Progress Claim Documentation, but not before the 25th of the month, at Practical Completion and at the final payment claim. WUS to be claimed up to date of Progress Claim.		
9. Retention/Securities:	Cash Retention	10% to max.	5% of Subcontract sum
	Security	5% Cash Retentions	
10. Subcontractor Insurances:	Public Liability YES	Value \$20,000,000.00 (Twenty million)	
	Professional Indemnity YES	Value \$20,000,000.00 (Twenty million)	
	WorkCover YES	Other (Detail)	
11. Liquidated Damages:	\$1000.00 per calendar day	12. Defects Liability period:	12 months
13. Special Conditions:	Refer To Annexure C – Special Conditions		

The Subcontractor is to carry out and complete the works to the satisfaction of the Main Contractor in accordance with the terms and conditions of this Subcontract.

This Minor Works Subcontract is dated 6th day of October 2020 between:

Executed by:		Executed by:	
Main Contractor	Date	Subcontractor	Date
JIM MORRIS			
Name		Name	

Owner's Initials

GENERAL CONDITIONS OF MINOR WORKS SUBCONTRACT

1 DEFINITIONS

"contract sum" means:

- (a) where the Main Contractor has accepted a lump sum, the lump sum stated in the schedule of rates; or
- (b) where the Main Contractor has accepted rates, the sum calculated in accordance with the schedule of rates as adjusted in accordance with this Subcontract.

"Defects Liability Period" means the period stated in *Clause 9* which commences on the Date of Practical Completion under the Head Contract for the Project.

"Goods" means those goods specified in Annexure B.

"Main Contract" means the contract between the Main Contractor and the Principal.

"Principal" means Tomkins Commercial & Industrial Builders Pty Ltd

"Services" means those services specified in Annexure B.

"site" means 29 Armada Pl Banyo, 4014.

"site requirements" means the individual working requirements of the site which have been made known to the Subcontractor by the Main Contractor, including safety requirements, site induction requirements and hours of work.

"Substantial Completion" means the stage when the Subcontract Works are complete except for minor defects and/or omissions that do not prevent the Works from being used for their usual purpose.

"Works" means the supply of the Goods and/or the performance of the Services specified in Annexure B.

2 OBLIGATIONS OF THE PARTIES

- (a) The Subcontractor must carry out and complete the Works to the Main Contractor in accordance with the Minor Works Subcontract.
- (b) The Main Contractor will pay the contract sum in accordance with this Minor Works Subcontract;

3 CONDITIONS OF PERFORMANCE

The Subcontractor must carry out the Works in accordance with the following conditions:

- (a) the Subcontractor must comply with all site requirements or any specific site or project allowances applicable to the site or individual projects on the site advised by the Main Contractor.
- (b) the Subcontractor acknowledges that the Main Contractor is bound by the terms of the Main Contract for the construction work at the site. The Subcontractor will not delay or impede the progress of the Main Contract Works or the Main Contractor's performance of its obligations pursuant to the Main Contract, failing which the Subcontractor indemnifies the Main Contractor in respect of the Main Contractor's loss or damage caused by such delay.
- (c) If the Main Contract is terminated for any reason or work relevant to the Minor Works Subcontract is omitted or taken out of the Main Contractor's hands, the Main Contractor may terminate this Minor Works Subcontract and will only be liable to reimburse the Subcontractor in respect of work completed up to the termination. The Subcontractor will not be entitled to recover loss of profit in respect of that part of the Works not completed at the date of termination.
- (d) The Main Contractor, or its representatives, has the right to inspect and test any of the goods to be supplied at any time prior to or during the period in which the goods are on site.
- (e) The Subcontractor warrants that the Works will be of merchantable quality, in working order and free from defects in design, material, workmanship and will comply in all respects with the requirements under this Minor Works Subcontract and will be of the best quality, if no quality is specified.
- (f) The Subcontractor warrants that at all times the Subcontractor will be suitably qualified and experienced to carry out the Works and will exercise due skill, care and diligence in the execution and completion of the Works.

4 DELIVERY AND COMPLETION

- (a) All Goods are to be delivered to the place of delivery free of all freight, delivery and insurance charges, which are to be to the Subcontractor's account.
- (b) All Goods must be suitably packed or otherwise prepared for delivery as to comply with the carrier's requirements and, where Main

- Contractor is liable for freight, delivery of insurance charges, so as to secure the lowest available rate for such charges.
- (c) Delivery is deemed to have taken place when the Goods, including all documentation and manuals required to be delivered with the Goods, have been unloaded at the place of delivery stated in this Minor Works Subcontract ('Delivery').
 - (d) Completion of the Services occurs only when all deliverables and products have been given to the Main Contractor, and the Main Contractor gives written confirmation to the Subcontractor that the Services are satisfactorily complete ('Completion').
 - (e) The Main Contractor reserves the right to change the Delivery and Completion dates shown in Schedule 2.
 - (f) The Subcontractor is not entitled to any costs, losses, damages or expenses in relation to any change to delivery details or the date for Delivery or Completion.
 - (g) If the Works are not delivered or completed by the dates listed in Schedule 2, the Subcontractor will be indebted to the Main Contractor for liquidated damages at the rate set out in Schedule 2 for each day that Delivery or Completion is delayed beyond the listed date, until the earlier of:
 - i) liquidated damages incurred meet the limit, if any, set out in Schedule 2;
 - ii) the Main Contractor terminates the Minor Works Subcontract; or
 - iii) Delivery or Completion is achieved.
 - (h) The liquidated damages rate does not include any amounts referred to in clause 9(g).
 - (i) If no rate is set out in Schedule 2, the Main Contractor is entitled to common law damages for the delay.

5 SECURITY

- (a) Provision
 - i) Security shall be provided in accordance with Schedule 2 and shall be in a form of an unconditional bank guarantee, and on terms and conditions, approved by the Main Contractor in its absolute discretion. All delivered security, other than cash or retention moneys, shall be transferred in escrow.

- ii) If the amount payable to the Subcontractor exceeds the subcontract sum due to adjustments in accordance with this Subcontract, the Main Contractor may require the Subcontractor to provide additional security.
- iii) The Main Contractor is not required to pay any amount to the Subcontractor until such additional security is provided.

(b) Recourse

The Main Contractor may have recourse to security:

- i) where an amount due to the Main Contractor under the Subcontract or otherwise remains unpaid after the time for payment; or
- ii) in respect of any claim to payment (liquidated or otherwise) Main Contractor may have against the Subcontractor under the Subcontract or otherwise,

with no notice to the Subcontractor.

(c) Change of security

At any time a party providing retention moneys or cash security may substitute another form of security which shall be in a form of an unconditional bank guarantee outlined in 5((a)i). To the extent that another form of security is provided, the other party shall not deduct, and shall promptly release and return, retention moneys and cash security.

(d) Reduction and release

- i) Upon the issue of the certificate of practical completion under the Main Contract, the Main Contractors entitlement to security shall be reduced by 50% and the reduction shall be released and returned within 14 days to the other party.
- ii) A party's entitlement otherwise to security shall cease 14 days after final certificate.
- iii) Upon a party's entitlement to security ceasing, that party shall release and return forthwith the security to the other party.

6**PAYMENT**

- (a) The Subcontractor shall provide such provision of a statutory declaration which states that as at that date, no wages or other moneys are due and owing by the Subcontractor to employees, agents, creditors or Subcontractors of the Subcontractor in connection with the carrying out of the Works ('Declaration Material'), as required by Schedule 2, is a precondition to making a payment claim and a reference date arising under the Building Industry Fairness (Security of Payment) Act 2017 (Qld) and if not provided or incomplete or false the Subcontractor has no entitlement to submit the payment claim and no reference date arises.

- (b) Subject to clause 5 (a), the Subcontractor may make payment claims as set out in Schedule 2.

- (c) The Subcontractor shall claim payment progressively in accordance with Schedule 2 while WUS is being carried out, at practical completion, and at the final payment claim at the end of the defects liability period.

For the avoidance of doubt, a reference date under BIF Act shall not arise during the period following the end of the month in which practical completion is reached until the time for making the final claim at the end of the defects liability period.

Each progress claim shall be given in writing to the Main Contractor and shall include details of the value of W done and may include details of other moneys then due to the Subcontractor pursuant to provisions of the Subcontract.

The Subcontractor shall, as a precondition to payment of any progress claim and the final payment claim, give to the Subcontract Superintendent and the Main Contractor a declaration in the form of Annexure Part G executed by a person authorised to do so on behalf of the Subcontractor, declaring that the Subcontractor's employees, workers, secondary subcontractors and suppliers who at any time have been employed by the Subcontractor on WUS have at the date of the claim been paid all money due and payable to them in respect of their employment on WUS. If the declaration is not provided or is false, the Main Contractor is entitled to withhold payment until a satisfactory declaration is provided.

- (d) The Main Contractor shall, within 15 business days after receiving such a progress claim, issue the Subcontractor a progress certificate which:

- i) identifies the progress claim to which it relates;

- ii) states the amount of the payment, if any, that the Main Contractor proposes to make (scheduled amount);
- iii) if the scheduled amount is less than the claimed amount, state why the scheduled amount is less, and if it less because the Main Contractor is withholding payment for any reason, the Main Contractor's reason for withholding payment; and
- iv) states the amount of retention moneys and moneys due from the Subcontractor to the Main Contractor pursuant to the Subcontract.

If the Subcontractor does not make a progress claim in accordance with Schedule 2, the Main Contractor may issue the progress certificate with details of the calculations. and shall issue the certificate dealing with the matters in clause d (iv).

The Main Contractor may issue progress certificates by email.

The Main Contractor shall within 10 business days after issuing the progress certificate, or within 25 business days after the receipt of the progress claim, whichever occurs later, pay to the Subcontractor the balance of the progress certificate after deducting retention moneys and setting off such of the certificate in paragraph (d) as the Main Contractor elects to set off. If that setting off produces a negative balance, the Subcontractor shall pay that balance to the Main Contractor within 15 business days of receiving written notice thereof.

Neither a progress certificate nor a payment of moneys shall be evidence that the subject Works has been carried out satisfactorily nor shall they prejudice any claim or defence by the Main Contractor. Payment other than final payment shall be payment on account only.

- (e) Each payment claim shall be in the form of a progress claim and must contain;

- v) details of the actual cost of the Goods Delivered or Services Completed by the Subcontractor in accordance with the rates in Annexure A; and

- vi) copies of tax invoices for any outlays claimed.

- (f) Following issue of progress certificate under 5(d) the Subcontractor shall issue to the Main Contractor a Tax invoice for the value certified.

- (g) Should the Main Contractor dispute any item on the payment claim, the Main Contractor will provide written notice to the Subcontractor within 10 business days of receiving the claim.

7 VARIATIONS

- (a) The Subcontractor must not vary the Subcontract Works unless in accordance with a written direction from the Main Contractor.
- (b) The price of a Variation is to be agreed by the parties. Failing agreement, the price will be reasonably decided by the Main Contractor. If the Subcontractor disagrees with the Main Contractor's price the Subcontractor may refer the issue to dispute resolution within 10 Business Days of receiving written notice of the Main Contractor's price.

8 FAULTY, DEFECTIVE, DELAYED OR INCOMPLETE WORKS

- (a) If any of the Works carried out by the Subcontractor are faulty, defective, delayed or incomplete the Subcontractor must immediately give the Main Contractor notice thereof and within one business day confirm the notice in writing.
- (b) At any time prior to the expiry of the Defects Liability Period, the Main Contractor may direct the Subcontractor to take any reasonable action to rectify the Works and can nominate a time in which the action must be performed.
- (c) If the Works cannot be rectified to the satisfaction of the Main Contractor, the Main Contractor may:
- i) engage another Subcontractor to carry out the Works; or
 - ii) reduce the scope of the Works to be carried out by the Subcontractor and adjust the contract sum accordingly.
- (d) All Goods, whether paid or not, are subject to inspection by the Main Contractor's authorised inspector, either before or after delivery. If the Goods do not conform to the description shown in Schedule 1, or to the specifications, drawings or other information supplied by the Main Contractor as detailed in Schedule 1, the Main Contractor may, in its discretion, reject all or any of the Goods, provided that in any event the Main Contractor retains the right to recover from the Subcontractor compensation in respect of any rejected Goods. All rejected Goods subsequent to delivery will be returned at the Subcontractor's expense unless picked up by the Subcontractor within 7 days of notification of the rejection.

- (e) Any losses suffered by the Main Contractor as a consequence of faulty, defective, delayed or incomplete Works, howsoever caused, is a debt due from the Subcontractor to the Main Contractor and the Main Contractor may deduct from any payment otherwise due to the Subcontractor those losses.

9 INDEMNITY BY THE SUBCONTRACTOR

- (a) The Subcontractor indemnifies and will keep indemnified the Main Contractor and its respective employees and agents against any damage, liability, costs (including reasonable legal fees), demands, actions, suits, proceedings and expenses arising from:
- i) the loss or damage of property belonging to the Main Contractor or to any other party, including existing property here or upon which the employee is carrying out work on behalf of the Main Contractor;
 - ii) claims in respect of personal injury or death;
 - iii) pure economic loss; and
 - iv) any costs, losses or damage that the Main Contractor pays or becomes liable to pay, including claims against the Main Contractor arising under the Main Contract to the extent that such payment or liability arises out of the Subcontractor's failure to comply with this Minor Works Subcontract, or arising out of or in connection with or as a consequence of the Subcontractor carrying out the Works under this Minor Works Subcontract, howsoever caused.
- (b) This indemnity extends to include any claims by agents, employees, subcontractors or sub-consultants of the Main Contractor and by third parties.
- (c) The Subcontractor must effect and maintain the insurance specified in Schedule 2 and each policy of insurance must be on the terms and include the obligations and indemnities of the Subcontractor required under this Minor Works Subcontract. If the Subcontractor fails to effectively maintain the insurance the Main Contractor may do so and the cost will be a debt due and payable by the Subcontractor.
- (d) The Subcontractor must, whenever requested by the Main Contractor, within 3 business days, provide a copy of satisfactory evidence of the insurance required to be effected and maintained. The provision of copies of such

evidence on request is a precondition to payment and if the Subcontractor fails to provide satisfactory evidenced of insurance, the Main Contractor may withhold payment in full until such time as satisfactory evidence is received.

- (e) The Subcontractor must, where there is a claim on any insurance policy under the Minor Works Subcontract and before there is any entitlement in the Subcontractor to claim under the insurance of any other party, pursue a claim under the Subcontractor's insurance for the full extent of the Subcontractor's liability.

- (f) The Subcontractor must, where there is a claim on any insurance policy for loss or damage for which it is responsible, in proportion to each responsibility for the cause of that loss or damage bear the cost of any deductible pursuant to the relevant insurance policy.

- (g) If the Main Contract Works do not reach practical completion by their date for practical completion or there is any other claim against the Main Contractor under the Main Contract for which the proximate cause is delay by the Subcontractor or the actions of the Subcontractor in carrying out the Works, the Subcontractor shall indemnify the Main Contractor against:

- i) any liquidated damages payable by the Main Contractor under the Main Contract; and
- ii) damages other than liquidated damages, which become due and payable by the Main Contractor to the Principal.

- (h) If the Subcontractor's delay or actions are not the sole cause of the Main Contractor's liability for damages, the Subcontractor indemnifies the Main Contractor only in proportion to that part which is the Subcontractor's delay or fault.

- (i) The Subcontractor must ensure that all of its secondary subcontractors have insured against liability for death of, or injury to, themselves or their workers including liability under statute and at general law.

10 TERMINATION

- (a) The Main Contractor may cancel this Minor Works Subcontract if the Subcontractor fails to comply, or becomes unable to comply, with any of the terms, conditions or warranties contained herein.
- (b) If the Subcontractor becomes bankrupt or insolvent, is financially unable to proceed with this Minor Works Subcontract, or goes into

liquidation, the Main Contractor at its discretion may cancel this Minor Works Subcontract without notice and shall not incur any liability.

- (c) If the Main Contractor cancels the Minor Works Subcontract in accordance with this clause, the Subcontractor will only be entitled to the reasonable costs incurred by the Subcontractor in carrying out the Works up to the date of cancellation provided that the Main Contractor receives title to any Goods that are paid for in accordance with this clause.

- (d) If requested, on cancellation or modification of this Minor Works Subcontract by the Main Contractor the Subcontractor agrees to deliver such of the Goods, as may then be wholly or partly manufactured, to the Main Contractor. The reasonable costs incurred by the Subcontractor will be subject to negotiation with the Main Contractor.

11 GST

- (a) If any supply made under or in connection with this Minor Works Subcontract is a taxable supply then the Main Contractor of that supply will pay the GST in respect of that supply to the Subcontractor, where the GST is calculated in accordance with the GST Act, and on the basis that the consideration otherwise payable under this Minor Works Subcontract is the value of the taxable supply.

- (b) Where amounts payable under this Minor Works Subcontract, including the contract sum are expressed on a GST exclusive basis, if GST is payable in relation to a taxable supply by a party to the other, the amount payable for that taxable supply will be the amount specified in the Minor Works Subcontract plus GST.

12 SAFETY AND ENVIRONMENT

- (a) The Subcontractor must perform its obligations under the Minor Works Subcontract with due regard for the health and safety of all persons and the protection of environment and must take all precautions necessary to protect the health and safety of persons and the environment in accordance with Annexure F.

- (b) The Subcontractor must comply with the Main Contractor's requests and directions in relation to safety and environment requirements, which includes, but is not limited to, the attendance of all health and safety training required by the Main Contractor.

13 SECURITY INTERESTS

- (a) The Subcontractor must not register any security interest over the Goods.

- (b) The Goods must be free of any security interest on Delivery under clause 4.
- (c) If the Main Contractor pays part of the contract sum prior to Delivery, the Subcontractor grants to the Main Contractor a security interest in the Goods as a purchase money security interest for the unpaid portion of the contract sum.
- (d) In these conditions the term 'security interest' and 'purchase money security interest' have the same meaning as in the Personal Properties Security Act (Cth) 2009.

14 INTELLECTUAL PROPERTY

- (e) The Subcontractor has no claim or rights in the drawings, blueprints, specifications, data, other papers, designs or ideas supplied to the Subcontractor from time to time by the Main Contractor. The Subcontractor must preserve such drawings, blueprints, specifications, data and other papers in good order and condition

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and will not copy or reproduce them either wholly or in part without written consent of the Main Contractor.

COMPLETE AGREEMENT

This Minor Works Subcontract constitutes the entire agreement between the parties hereto and supersedes all previous communications between the parties, oral or written relating to the subject matter hereof. No subsequent representations or agreements by the Subcontractor or any of its agents or employees are binding on the Main Contractor unless reduced to writing and signed by both parties.

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SPECIAL CONDITIONS

If any Special Conditions are detailed in Annexure B of the Minor Works Subcontract, the Special Conditions take precedence over these general conditions in the event of any conflict and ambiguity.

Scope of Works



Hydraulics

19031 – 29 Armada Place Banyo

Revision History

Revision	Date	Purpose of Issue
A	06/10/20	Tender Submission

Owner's Initials

The following information is for use as a guide only and thus any omissions or discrepancies therein will not be subject to any variation claims.

Site Specific Requirements

The following scope outlines the basic requirements to be met by all working on 29 Armada Place Banyo

1. It is a requirement that prior to commencement on site the following documentation must be submitted to the Main Contractor:
 - Public Liability insurance details including details of provider and policy number and expiry date
 - Workers compensation details or in the case of sole traders, evidence of income protection insurance
 - A site specific Safe Work Method Statement
 - All employees must hold and be able to present valid White Cards.
 - Strict accordance with the construction programme unless otherwise directed by the main contractor.
 - QA system – allow to coordinate ITP sign off's at each stage of the project. ITP's must be signed off prior to progressing.
 - All documentation provided is to be reviewed, and formally approved in writing by the main contractor prior to commencement on site.
2. It is the subcontractor's responsibility to keep their working area clean and tidy. Bins will be provided for the use of all site personnel. It is the subcontractor's responsibility to remove all rubbish from their work area and place it in one of the bins provided to the satisfaction of the Main Contractor daily.
3. In the event that daily cleaning is not completed to the Main Contractors satisfaction, the main contractor will employ labour to complete the works. Costs (\$55 per man hour) for these works will be charged back to the subcontractor at labour rates.
4. All construction workers are required to park their vehicles in accordance with Brisbane City Council requirements for the precinct. The Main Contractor will not accept any liability for vehicles or equipment damaged by any other party. There is to be no parking on site, or on the front footpath / roadway.
5. Please treat all site facilities with respect and leave them clean and tidy at all times. If any damage is done to the site facilities or if they are being used inappropriately, please bring this to the immediate attention of the Main Contractors team.
6. The Subcontractor is to allow for a "full time" supervisor on site to control labour, materials and plant while the subcontractor is on site. The supervisor shall also accept and act upon directions and site instructions issued by the Main Contractor. The supervisor shall check on all works carried out by others likely to effect the installation and report directly to the Main Contractors site representative any irregularities.
7. Should discrepancies occur between any two documents issued, the Subcontractor should seek advice immediately from the Project Manager and / or Site Manager.
8. Particular works may be required to be completed out of normal working hours to enable the smooth and timely completion of the project.

9. The site is a six (6) day workplace. It is the Subcontractors responsibility to supply all labour as necessary to meet the construction programme (which may change at the discretion of the Main Contractor).
10. Ensure Noise requirements for specific hours of work as outlined with the Development Approval for the project are conformed to.
11. All works to be in accordance with Australian Standards, the BCA and any relevant Acts and Regulations.
12. Ensure you wear appropriate PPE e.g. hard hats, steel cap boots and shirts are to be worn at all times while on site. Sunscreen is advised to be worn by all subcontractors working outside.
13. Allow to coordinate with other trades as required.
14. All site access points and storage areas are to be subject to the prior agreement of the Main Contractor, and may change at its discretion.
15. All unloading of trucks is to be done on site, however if required to be undertaken from the street, then the Subcontractor is to allow for their own traffic control, and exclusion zones.
16. All horizontal & vertical transportation and movement of materials in and around site is the Subcontractors responsibility. Use of a forklift supplied by the Subcontractor may be acceptable to the Main Contractor. The Subcontractor will have to demonstrate to the Main Contractor that the forklift driver is properly licensed to operate the forklift.
17. All crates, trolleys, lifting cages, lifting slings, spreader bars and the like etc. associated with or required for the movement of materials is to be supplied by the Subcontractor.
18. The Subcontractor shall supply their own safety equipment such as harnesses, guard rails, etc. to provide a safe working environment for their works and others at all times.
19. Protect and avoid damage to all existing assets owned by the Client's and other contractors' works throughout the project. The Subcontractor is to make themselves aware of any in-ground services and the like in and around their working area and make every effort to avoid damage or destruction of these items. Any damage or destruction of any item will be the subcontractor responsibility.
20. Notice must be given for the following:
 - Inspections required in respect of parts of the works that are to be concealed, advise when the inspection can be made before concealment
 - Hold points and witness points as documented. Refer to the Hold and Witness Points Schedule
21. The Subcontractor is to allow for twelve (12) months maintenance and defects period from the date of practical completion as described under the head contract.
22. NOTE: Nothing shall penetrate the roof nor shall anything be fixed to the roof, this includes ducts, vents, MATV, CCTV, hatches, cables, fixings, pipes and the like.

Scope of Works - Detailed

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

23. The Subcontractor shall supply all labour, materials, plant and equipment to complete all Hydraulic works as detailed here in and in accordance with the project documentation which includes but is not limited to drawings, specifications, client brief, client PPR requirements etc.
24. The Subcontractor has fully informed themselves of the nature of works as per project documentations and by other means as they may prefer, to consider as necessary as to the matters, conditions and construction bearing on or in any way affecting their proposals and the Subcontract. Any unforeseen difficulties for which provision is not made in the tender will in no way relieve the Subcontractor from responsibility for full execution of the Subcontract.
25. The Contractor must ensure a high level of quality in all facets of the construction. All items must conform to the manufacturers' specification for supply and installation of products along with the quality control for issues such as environmental conditions.
26. Hydraulic Services generally shall comprise all coordination, and the complete supply, installation, testing, commissioning, certification and maintenance and shall include the following but are not necessarily limited to:
 - Temporary Services
 - Demolition and removal of existing slab for Hydraulic services
 - Fire Service
 - Water Reticulation Services
 - Sewer Services

SLAB REMOVAL/ IN-GROUND WORKS

27. Allow for the removal from site of all existing slab removed for the installation of new drainage and connections
28. Excavate as necessary for all in drainage services associated with the subcontract works, ensuring compliance with all Project plans, specifications & reports is maintained.
29. Ensure compaction of all backfill from excavation works, trenches and the like is to a suitable standard and adequate compaction is achieved to ensure no subsidence occurs after backfilling works as per project documentation
30. Allow to backfill drainage services trenches to a standard that is sufficient for trench rectification to be completed by others.
31. All excess spoil from excavations are to be loaded and dumped offsite at the expense of the subcontractor.
32. The subcontractor is to ensure full allowance is made and conformance with reactive soils as documented within the geotechnical report and project documentation provided as a part of the tender package.
33. Make good any disturbances to surrounding infrastructure cause by the in ground hydraulic works

34. Make good any subsidence caused by the backfilling of in-ground services to the satisfaction of the Main Contractor.

FIRE SERVICES

35. Removal of existing meter on site.
36. Installation of New 100mm Fire Hydrant Service Meter (Supplied by Tomkins) as documented
37. Removal of existing inground Double Check & Isolation Valves and the installation of new 100mm Double Check Valves at meter assembly
38. Connect to existing fire services where documented.

WATER DISTRIBUTION

39. Removal of existing meter on site.
40. Installation of New 50mm Cold Water Service Meter (Supplied by Tomkins) as documented
41. Supply & install domestic feed water supply reticulated through site. Ensure pipe diameter and PN grade is in accordance with drawings.
42. Locate and connect to existing potable water service
43. Allow for supply and installation of all cold and water valves in accordance with drawings.

SEWER

44. Locate and connect to existing sewer system.
45. Supply and install of sewer stub, capped for future connection as per documentation

Programme:

46. Be available to carry out the WUS 6 days a week and during hours (and other days) as necessary to comply with the current Construction Programme (as may be amended from time to time). All associated costs have been included in the Subcontract Sum.
47. When working outside normal hours, provide a supervisor with first aid qualification and a mobile phone. All Work outside normal Site hours must comply with noise restrictions imposed by Local Authorities.
48. The Subcontractor accepts that continuity of WUS is not guaranteed, and further agrees that no claims will be submitted by the Subcontractor arising from any lack of continuity of the WUS because of the nature or sequencing of the Construction Programme.
49. No claims will be accepted from the Subcontractor for costs associated with loss of time due to inclement weather, industrial stoppages, or its workforce having to work in buildings or other areas where proper waterproofing has not been established.

Quality Management:

50. Implement and maintain a quality management system for the WUS. As a minimum, employ an Inspection and Test Plan regime or alternatively a full Quality Management Plan, as may be applicable to the trade. The system shall conform to the requirements of AS/NZS ISO 9001 – Quality Management Systems.
51. The above requirements are equally applicable to the Subcontractor's subcontractors.
52. Progressively submit completed and signed Inspection and Test Plans, Checklists and other quality documentation with each Progress Claim, as a precondition to each progress payment.
53. Notwithstanding Clause 8.1 of the Subcontract, if the Subcontractor discovers a discrepancy within the Subcontract documents, it must issue a written Request For Information (RFI) within 24 hours seeking instruction to resolve the discrepancy.
 - a) The Subcontractor must comply with Tomkins' instructions and is not entitled to make any claim in relation to the resolution of the discrepancy.
 - b) Tomkins will, subject to the Subcontract Superintendent giving the Subcontractor instructions to the contrary, resolve discrepancies by applying the following rules, and the Subcontractor shall not be entitled to make any claim as a result:
 - (i) The requirement which requires the higher standard of materials prevails.
 - (ii) The requirement which requires the higher standard of workmanship prevails.
 - (iii) The requirement which requires the most work prevails.
 - (iv) The requirement which requires the most cost.
54. The Subcontractor shall be responsible for all costs associated with rectifying works installed incorrectly that were a result of a document discrepancy, if the Subcontractor failed to identify and advise Tomkins of the discrepancy before prior to performance of the works.
55. Notice must be given for the following:
 - a) Inspections for all WUS that are to be enclosed / concealed. Coordinate inspections before concealment with Tomkins and other subcontractors. Should rectification works be required as a result of the Subcontractor's failure to notify Tomkins before concealment, all associated costs shall be borne by the Subcontractor.
 - b) Hold points and witness points as documented in the Specification or required under Tomkins' and/or the Subcontractor's Quality Management System.
 - c) Allow to coordinate sign offs of ITP's with the main contractors site team.

Environmental Management:

56. Make allowance in the Subcontract Sum to comply with environmental protection legislation and Tomkins' Environmental Management Plan and apply environmentally responsible work practices.

57. The Subcontractor shall minimise dust, noise, vibration and water nuisance to tenants, neighbours, the public, employees, and other subcontractors using all means necessary.
58. Vegetation management / protection in accordance with the construction documentation, BCC, Main Contractor and Consultant requirements.

Administration Requirements:

59. All progress claims are to include a comprehensive breakdown of the completed works.
60. A draft progress claim breakdown / schedule including format is to be submitted by the subcontractor to the main contractor for review, and approval prior to acceptance of progress claim no. 1.
61. The issuing of a site instruction does not necessarily deem the work outlined within it to be a variation. The signing of day labour dockets by the Main Contractor's employee does not necessarily deem that work to be a variation.
62. Refer subcontract requirements for further details in relation to the submission of progress claims.
63. Notwithstanding the requirements set out in the Subcontract, the following preconditions to each payment must be met without exception:
 - a) Execution and return of the Subcontract;
 - b) Submission and approval by the Main Contractor of the Bill of Materials or Schedule of Rates (where applicable);
 - c) Submission and approval by the Main Contractor of the Subcontractor's Safe Work Method Statements (SWMS), Safety Data Sheets (SDS) and other safety documentation as may be requested.
 - d) Submission of Certificates of Currency for Public Liability and Workers Compensation Insurance for employees, and Professional Indemnity Insurance where the Subcontract scope includes design.
 - e) Submit evidence of licence with the Queensland Building and Construction Commission (QBCC) or other licensing authority as applicable.
 - f) Submission of a signed and witnessed Statutory Declaration in accordance with the form contained in the Annexure.
64. Progress Claims shall be submitted in accordance with the Subcontract and in a format acceptable to Tomkins.
65. Retention will be deducted progressively in accordance with the Subcontract, unless an Unconditional Undertaking is provided in lieu.
66. If the Subcontractor proposes to provide an Unconditional Undertaking (e.g. Bank Guarantee) in lieu of cash retention, then the Unconditional Undertaking will be in the form set out in the Annexure. The Undertaking will be without expiry date, unconditional, and from an institution approved by Tomkins.
67. Release of the Subcontractor's retention will be preceded by application in writing where the Subcontractor has deducted retention progressively during the project in its progress claims/tax invoices. Where a Subcontractor has not progressively deducted the retention, a tax invoice must be issued.
68. Final payment is conditional upon the Subcontractor signing a Deed of Release in the form provided in the Annexure.

Certificates, Warranties, Guarantees, As-Built Information, O&M Manuals & Defects Liability Period

69. Form 15 from the subcontractor guaranteeing that the works comply with all necessary Australian Standards, Codes, Practises, and the 'like'
70. Form 16. Statement or certificate from the subcontractor guaranteeing that the works comply with the design ensuring all necessary Australian Standards, Codes, Practises, and the 'like' are met.
71. Supply all warranties, guarantees, certificates, test reports and the 'like' including supplier warranties for the goods installed on the project. Warranties and guarantees are to match, if not better that provided by the specification / drawings. Whereby, a period for warranty / guarantee is not particularly noted within the documentation the subcontractor is to allow for the industry standard.

72. NOTE: Inspection, installation, commissioning certificates signed by a competent person (AS APPROVED BY THE CERTIFIER) supplied at final inspection stage may be requested to be accompanied by a statement of qualifications and experience of the competent person in the form of a curriculum vitae.
73. The Defects Liability period commences from the Date of Practical Completion of the Project and ceases upon receipt by Tomkins of the Final Certificate under the Head Contract.
74. The subcontractor shall make allowance to inspect, and rectify all defects arising from the works.
75. Provide comprehensive service and maintenance of the Works for the entire defects liability period including attendance of relevant professional and technical personnel.
76. Operation and Maintenance Manuals must include but not be limited to:
- a) Cover sheet recording the tenancy name, address of the premises, a description of the Project and the date;
 - b) Include sections with applicable documentation for;
 - Contents
 - Subcontractors and suppliers contact details
 - Approvals, including building approvals
 - Compliance certificates
 - Warranties certificates
 - Operation and maintenance manuals/instructions
 - Equipment schedules
 - Services commissioning test results and logs
 - Maintenance schedules
 - As built drawings
77. Warranties and Guarantees provided by the Subcontractor must:
- c) Be in favour of the Principal;
 - d) Be legally enforceable by the Principal;
 - e) Be capable of assignment by the Principal;
 - f) Commence from the date of Practical Completion of the Project; and
 - g) Be for a period not less than that set out in the Subcontract Documents.

Signed on behalf of the Subcontractor: _____

Date: _____

ANNEXURE F

Safety Requirements

The *Subcontractor* agrees to comply with the below safety obligation previously outlined and agreed, as executed by the *Subcontractor* in [HSE-FOR-08A](#) and enclosed in this Annexure Part F.

The *Subcontractor* shall:

- (a) carry out works pursuant of the requirements of, and to comply with, the Work Health and Safety Act 2011 (Qld) and Work Health and Safety Regulations 2011 (Qld), relevant advisory standards and codes of practice;
- (b) before the *Subcontractor's* employees commence work on the *site*, give to the *Main Contractor's* representative a site specific safety plan including work method statements for high risk construction work and other hazardous works;
- (c) induct all employees into the *Subcontractor's* site specific safety plan and any work health and safety management plan provided by the *Main Contractor* and keep and maintain a training register of trainees inducted;
- (d) ensure that all employees have attended and hold a QLD General Industry Induction Card (previously known as a "blue card") or other relevant general industry induction card accepted by WH&S QLD;
- (e) on request by the *Main Contractor's* representative, give evidence that all employees have been trained in the *Subcontractor's* work method statements involving high risk construction work or other hazardous work, and certification that they are deemed competent in the same;
- (f) instruct its employees to report to the site foreman before starting work, to attend the *Main Contractor's* site specific induction session and obtain site registration.
- (g) ensure employees who are required to work in a Prescribed Occupation have their certificate (license) on their person for viewing and shall ensure those employees are competent;
- (h) ensure all hazardous substances used by an employee has a material safety data sheet (MSDS) supplied for that substance and a risk assessment for safe use at the *site*. The MSDS and risk assessment are to be attached to the *Subcontractor's* site specific safety plan. The employee shall be trained in the safe use of the hazardous substance;
- (i) ensure any plant supplied by the *Subcontractor* meets the requirements of the Work Health and Safety Act 2011 (Qld), Work Health and Safety Regulations 2011 (Qld) and relevant codes of practice;
- (j) ensure suppliers of material engaged by the *Subcontractor* comply with the requirements of the Work Health and Safety Act 2011 (Qld) and Work Health and Safety Regulations 2011 (Qld), when entering the *site*;
- (k) ensure that all common plant, housekeeping, inductions, hazardous substances, work at height, falling objects and other regulatory requirements are identified in order that they may be managed to prevent or minimise exposure to the risk of injury or illness;
- (l) ensure that any agents, sub-subcontractors or consultants and their employees who are carrying out work for the *Subcontractor* on the *site* or in relation to the *site*, provide adequate information, instruction, training and supervision to prevent or minimise exposure to the risk of fatality, injury or illness;
- (m) ensure compliance with the *Main Contractor's* construction safety plan and / or work health and safety management plan prior to commencing work on the *site*;
- (n) ensure that all employees, agents, sub-subcontractors and consultants comply with the *Main Contractor's* construction safety plan or where there is high risk construction work, the relevant work method statement; and
- (o) report all injuries, illnesses and dangerous events to the *Main Contractor* as soon as it becomes aware of the injury, illness or dangerous event.

The *Subcontractor* certifies that:

- (a) all of the *Subcontractor's* employees, agents, sub-subcontractors and consultants are competent to carry out WUS;

Owner's Initials

- (b) the *Subcontractor* and its employees, agents, sub-subcontractors and consultants shall immediately comply with all instructions from the *Main Contractor*;
- (c) the *Subcontractor* has work method statements for all high risk construction work and other hazardous works; and
- (d) all *WUS* carried out by the *Subcontractor* complies with all relevant codes, laws and standards.
- (e) it has obtained, read, understands and will comply with the *Main Contractor's* Subcontractor HSE Requirements document and Workplace Health and Safety Management Plan. These documents may be found at Annexure Part FA. If these documents, or any other similarly named documents are not provided with this *Subcontract* then the *Subcontractor* must obtain them from the *Main Contractor* and ensure the *Subcontractor's* full compliance with all such documentation.

SIGNED BY THE SUBCONTRACTOR

DATE

FAILURE TO COMPLY

If the *Subcontractor* fails to comply with the above requirements:

- (a) the *Main Contractor* shall be entitled to withhold any money payable to the *Subcontractor* (including a progress payment) until the *Subcontractor* complies;
- (b) the *Main Contractor* may remove from the *site* any of the *Subcontractor's* employees who do not comply with the *Main Contractor's* directions or instructions until the worker complies;
- (c) the *Subcontractor* shall indemnify and hold harmless the *Main Contractor* against any fines, penalties or other monetary amounts directly incurred by the *Main Contractor* from Workplace Health and Safety Queensland and any other loss or damages suffered by the *Main Contractor* due to the *Subcontractor's* non-compliance shall be an amount due from the *Subcontractor* to the *Main Contractor* and may be back charged to the *Subcontractor*, or set-off or as otherwise allowed under this *Contract* or as damages;
- (d) the *Subcontractor* shall indemnify and hold harmless the *Main Contractor* against all loss, cost, damage or expense in connection with disruptions and/or work stoppages, including all consequential ramifications of such stoppages in commensurate proportion to the contribution by the *Subcontractor*;
- (e) the *Subcontractor* shall indemnify and hold harmless the *Main Contractor* against all claims made against, or loss incurred (including all legal costs of proceedings or prosecutions on a solicitor and own client basis) by the *Main Contractor* arising out of or in connection with a breach of the *Subcontractors* obligations under this Annexure Part

F

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CONSUMER BUILDING GUIDE

Your contractor must give you this guide before you sign a contract priced at or over \$20,000

This guide has been developed by the QBCC in accordance with Schedule 1B of the *Queensland Building and Construction Commission Act 1991* ('the Act') to assist home owners undertaking domestic building work with a contract price of \$20,000 or more. It's aimed at helping you avoid disputes and common pitfalls.

COOLING-OFF PERIOD

You may withdraw from the contract within 5 business days after the day you receive copies of both the signed contract (including any plans and specifications) and this guide. However, there are costs for home owners in withdrawing (generally \$100 plus any out-of-pocket expenses reasonably incurred by the contractor up to the time of withdrawal). You must advise the contractor in writing that you are withdrawing under the cooling-off provisions in section 35 of Schedule 1B of the QBCC Act.

QBCC LICENCE

You should **only deal with a QBCC-licensed contractor**. If you engage an unlicensed contractor, your building work may not be covered under the Queensland Home Warranty Scheme. **Before committing, check the contractor's licence and history via the Online Licence Search on the QBCC website or by calling the QBCC.**

QLD HOME WARRANTY SCHEME

Residential construction work valued at more than \$3,300 is covered by the Queensland Home Warranty Scheme. The Scheme provides protection for home owners against non-completion, defective work and subsidence for up to 6 years from completion, provided a licensed contractor performs the work. The building contractor must collect the premium from the owner and pay it to the QBCC within 10 business days after the date the contract was entered into or before the contracted work is started (whichever is earlier). You should receive an email with a Notice of Cover and links to important information about the cover provided within 2 weeks of signing the contract.

WARNING – COST PLUS AND CONSTRUCTION MANAGEMENT CONTRACTS

QBCC strongly recommends home owners obtain formal legal advice before signing either of these types of contracts which increase your legal risk, reduce your Home Warranty Scheme protection and often result in disputes and cost overruns.

COMMENCEMENT NOTICE

For contracts priced at \$20,000 or more, the contractor must give the owner a signed Commencement Notice within 10 business days of work commencing on site. The Notice must state the date work started on site and the Date for Practical Completion.

CONTRACT PRICE

For contracts priced at \$20,000 or more, the contract price, if fixed, must be shown prominently on the first page of the contract schedule. If the contract price is not fixed, the method for calculating it, including any allowances, must be stated in the contract schedule. Allowances (items or services for which the price is not fixed when the contract is signed) should be kept to a minimum as the final cost often exceeds the estimate in the contract. The contract must also contain a warning about any provisions that may alter the contract price.

DEPOSIT LIMITS

The maximum deposit allowed (before work starts on site) is:

- 10% where the total contract price is less than \$20,000
- 5% where the price is \$20,000 or more
- 20% for a contract of any price where the value of the work to be performed off-site is more than 50% of the total contract price.

PROGRESS PAYMENTS

After the deposit is paid, owners and contractors are free to choose the number and timing of progress payments (if any) for their project, provided the amount claimed is directly related to work progress on site and proportionate to (or less than) the value of the work that relates to the claim.

BUILDING APPROVALS AND INSPECTIONS

Building inspections and approvals are the responsibility of a building certifier. Mandatory building inspections may be required at certain stages of construction. The contractor must give you copies of any certificates of inspection as soon as practicable after they receive them from the certifier. You can check the certifier's licence via QBCC's Online Licence Search.

VARIATIONS

Any change to the materials used or work to be performed under the contract is known as a 'variation'. Variations are frequently the cause of cost overruns and building disputes. **All variations must be agreed in writing by the home owner before the variation work commences** and any price increase due to the variation can not be required to be paid until the variation work is started.

DISPUTE PREVENTION

To reduce the risk of a dispute, carefully check and be sure you understand the contract, including any plans and specifications, before signing. Discuss any questions with your contractor and seek independent legal advice if you still have concerns. Once construction starts, maintain regular communication and, where possible, site inspections with your contractor and pay promptly when required under the contract.

DISPUTE RESOLUTION

If a dispute with your contractor occurs, firstly advise them in writing giving them a reasonable time to respond. If this doesn't resolve the problem, explore QBCC's free Early Dispute Resolution (EDR) service and your legal options. **QBCC recommends you obtain independent legal advice before terminating the contract. Incorrect termination may have serious legal and financial consequences and reduce your protection under the Qld Home Warranty Scheme.**

EXTENSIONS OF TIME (EOTs)

The contract must state the Date for Practical Completion for your project, or how the date is to be determined (e.g. 180 days from commencement). The Act sets out circumstances in which a contractor may seek to extend this date (e.g. if you approve a variation to the contract which involves extra work, or the work is interrupted by more rain than could reasonably have been anticipated). The contractor must give you a written EOT claim which you should carefully consider (not unreasonably reject) and respond to promptly in writing. If you approve the claim, the Date for Practical Completion will be extended by the period claimed. If you do not approve the claim, the extension is deemed 'disputed'.

LIQUIDATED DAMAGES (LDs)

LDs are contractual payments to compensate a home owner for extra costs/losses they are likely to incur (e.g. extra rental costs) if the contractor fails to complete the work within the time allowed for in the contract (after allowing for legitimate extensions of time). Carefully consider what, if any, LD amount is appropriate for your project and ensure it is recorded in the contract.

PRACTICAL COMPLETION AND HANDOVER

You are not required to pay the final contract payment until all of the contracted work has been completed in accordance with the contract including any plans and specifications, all legal requirements, and either without any defects or omissions, or with only minor defects or minor omissions that will not unreasonably affect occupation. If you believe there are any minor defects or minor omissions, the contractor must give you a 'defects document' (listing agreed and non-agreed matters). This document should be compiled by you and the contractor during a handover inspection. Check your contract to see if it imposes any extra requirements on the contractor for practical completion.

WARNING: Strict timeframes apply for notifying QBCC about defects. For more information please refer to the Regulatory Guide on the following QBCC website address qbcc.build/rectify-building-work

IMPLIED WARRANTIES

Sections 19 - 26 of Schedule 1B of the Act set out statutory warranties deemed to be part of all regulated domestic building contracts, even if not stated in the contract. The *warranty period* is 6 years from completion, termination or cessation of the work for breaches resulting in structural defects; 1 year for all other breaches. Legal proceedings for any breach must be started within the warranty period or a further 6 months if the breach becomes apparent within the last 6 months of the warranty period.

FOR FURTHER INFORMATION

- Read the booklet, '*Domestic Building Contracts – General Information for owners and contractors*' on the QBCC website.
- Refer to the relevant legislation, Schedule 1B of the QBCC Act.

Quick checklist (Ensure you are able to tick all relevant boxes below before signing the contract)

- ☐ I have read this Consumer Building Guide
- ☐ I have read and checked all contract documents, including the contract schedule, general conditions and special conditions (if any) and any plans and specifications
- ☐ I have checked the building contractor's licence and licence history on the QBCC Online Licence Search
- ☐ I note and understand my cooling-off rights (including how and when I may withdraw from the contract if I choose to)
- ☐ I have checked the total contract price (including what proportion is comprised of allowances) and I understand the deposit and progress payments set out in the contract schedule
- ☐ I have checked the start and finish dates and practical completion requirements in the contract
- ☐ (If applicable) I have discussed my questions/concerns about the contract with a practising solicitor

Owner's acknowledgement

Complete and sign the section below to acknowledge that you have received this guide from your building contractor. Once signed, the building contractor will return a copy of this guide to you.

NAME(S): _____

SIGNATURE(S): _____ DATE: ____/____/____

For further building information visit qbcc.qld.gov.au or call QBCC on 139 333.

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