

SUBCONTRACT ORDER

Order To:

MC Concrete Contractors
Pty Ltd 5/52 Dunhill Cres,
Morningside QLD 4170

Phone :

Fax :

ABN : 69 653 158 985

Order No. : P3059018

Order Type : L

Job : P305 CHL Miami

Job Site : 1990 Gold Coast Highway, Miami, 4220, Queensland

Comments

: Concrete Place

ITEM	DESCRIPTION	JOB	COST CENTRE	QUANTITY	RATE	UOM	ITEM TOTAL
1	Prelims	P305	32004 / S	1.00	4,000.00	ITEM	4,000.00
2	Place concrete pad footings	P305	32004 / S	1.00	15,120.00	ITEM	15,120.00
3	Place concrete strip footings	P305	32004 / S	1.00	15,408.00	ITEM	15,408.00
4	Concrete place bored piers	P305	32004 / S	1.00	2,880.00	ITEM	2,880.00
5	Excavate & place concrete ret wall footing	P305	32004 / S	1.00	8,925.00	ITEM	8,925.00
6	Basement - place concrete columns	P305	32004 / S	1.00	4,760.00	ITEM	4,760.00
7	Place mass concrete footings	P305	32004 / S	1.00	4,455.00	ITEM	4,455.00
8	Place concrete tower crane footing	P305	32004 / S	1.00	6,700.00	ITEM	6,700.00
9	L1 - FRP slab on ground	P305	32004 / S	1.00	32,400.00	ITEM	32,400.00
10	FRP Footpaths GC / Sunshine	P305	32004 / S	1.00	1,350.00	ITEM	1,350.00
11	FRP Crossover	P305	32004 / S	1.00	3,000.00	ITEM	3,000.00
12	FRP Gantry slab sunshine pde	P305	32004 / S	1.00	3,150.00	ITEM	3,150.00
13	FRP Lunchroom slab	P305	32004 / S	1.00	6,750.00	ITEM	6,750.00
14	L1- Place concrete PT slab	P305	32004 / S	1.00	22,200.00	ITEM	22,200.00
15	L1 - Place concrete staircases	P305	32004 / S	1.00	3,000.00	ITEM	3,000.00
16	L1 - Place concrete columns	P305	32004 / S	1.00	7,000.00	ITEM	7,000.00
17	L1 - Subgrade prep	P305	32004 / S	1.00	11,700.00	ITEM	11,700.00
18	L2- Place concrete PT slab	P305	32004 / S	1.00	31,980.00	ITEM	31,980.00
19	L2 - Place concrete	P305	32004 / S	1.00	3,800.00	ITEM	3,800.00
20	L2 - Place concrete columns	P305	32004 / S	1.00	840.00	ITEM	840.00
21	L3 - Place concrete susp slab	P305	32004 / S	1.00	27,250.00	ITEM	27,250.00
22	L3 - Place concrete staircases	P305	32004 / S	1.00	3,800.00	ITEM	3,800.00
23	L3- Place concrete columns	P305	32004 / S	1.00	840.00	ITEM	840.00
24	L4 - Place concrete susp slab	P305	32004 / S	1.00	27,250.00	ITEM	27,250.00
25	L4 - Place concrete staircases	P305	32004 / S	1.00	3,800.00	ITEM	3,800.00

SUBCONTRACT ORDER

ITEM	DESCRIPTION	JOB	COST CENTRE	QUANTITY	RATE	UOM	ITEM TOTAL
26	L4- Place concrete columns	P305	32004 / S	1.00	840.00	ITEM	840.00
27	ROOF - Place conc susp slab	P305	32004 / S	1.00	27,250.00	ITEM	27,250.00
28	Roof - Place conc staircases	P305	32004 / S	1.00	3,800.00	ITEM	3,800.00
29	Roof - place conc hobs	P305	32004 / S	1.00	3,058.00	ITEM	3,058.00
30	Roof - place conc lift shaft, staricases	P305	32004 / S	1.00	3,150.00	ITEM	3,150.00
31	Detailed excavation	P305	32004 / S	1.00	3,900.00	ITEM	3,900.00
32	Removal of spoil waste	P305	32004 / S		135.00	T	0.00
33	E/O Static line pump cost per pour \$1,800 each	P305	32004 / S		1,800.00	NO	0.00

Special Instructions

This Subcontract Order is not valid without an attached Subcontract Conditions instrument and constituting documents (Subcontract Conditions) referencing the above Order No. The Works Contract applies to this Subcontract Order. The Contractor shall not be entitled to receive any payment in respect of the work under this Subcontract Order until the Works Contract is executed by the Contractor and is in the possession of Alder.

Retention 10.00 % to a maximum of 5.00 %

	Plus GST	29,435.60
	TOTAL	323,791.60

Proj. Mgr. : Vishaan Rana
Design Mgr. :
Site Mgr. : Andrew Canning
Contract Mgr. : Tyanna Childs



Subcontract

PROJECT: P305 – CHL MIAMI – 1990 GOLD COAST HWY MIAMI QLD 4220

Alder Constructions Pty Ltd

ABN 31 106 657 470

and

MC Concrete Contractors Pty Ltd

ABN 69 653 158 985

Trade: Concrete Place

Subcontract No: P3059018

Formal Instrument of Agreement

Date:	
Parties	Alder Constructions Pty Ltd ABN 31 106 657 470 of 116 Siganto Drive, Helensvale QLD 4212 (Main Contractor) MC Concrete Contractors Pty Ltd ACN 672 351 117 of U5 / 52 Dunhill Cres, Morningside QLD 4170 (Subcontractor)

Recitals	The Main Contractor wishes to engage the Subcontractor to execute and complete the Works in accordance with the Subcontract Conditions AS2545-1993 as amended (the Subcontract) which is annexed to this agreement. The Subcontractor agrees to its engagement on the terms set out in the Subcontract. The Subcontractor is experienced in the construction of work of a nature similar to the work under the Subcontract. The Main Contractor wishes to engage the Subcontractor to execute the Work under the Subcontract in accordance with the terms of the Subcontract and the Subcontractor accepts that engagement.
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The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Performance

- 1.1

In this Formal Instrument of Agreement, unless stated otherwise, defined terms have the same meaning as in the Subcontract Conditions.
- 1.2

The Subcontractor shall carry out and complete the Work under the Subcontract in accordance with the Subcontract.
- 1.3

Subject to the terms of the Subcontract and subject to the due and proper performance of the Works by the Subcontractor, the Main Contractor shall pay the Subcontractor all sums under the Subcontract at the times and in the manner provided for in the Subcontract.
- 1.4

Each of the parties shall perform the obligations imposed on it by the Subcontract.

- 1.5 The Subcontract Sum is the lump sum of **\$294,356.00 (Two Hundred and Ninety Four Thousand Three Hundred and Fifty Six Dollars and Zero Cents)** (excluding GST) which includes any provisional sums, as adjusted in accordance with the provisions of the Subcontract.
- 1.6 The Subcontract Sum is a fixed lump sum amount and is not subject to rise and fall.
- 1.7 The Subcontract Sum is not subject to adjustment other than in accordance with the terms of this Subcontract.

Subcontract Documents

- 1.8 The Subcontract comprises the documents identified in the table below.
- 1.9 The parties agree and acknowledge that a list of the Clauses in the Subcontract Conditions in which deletions, additions and amendments have been made, are set out in Annexure Part B of the Subcontract Conditions.
- 1.10 Without limiting any part of the Subcontract Conditions, the order of precedence listed below applies if there is any ambiguity, conflict, discrepancy or inconsistency between the documents comprising the Contract or between different parts of any one such document:
- a. Formal Instrument of Agreement;
 - b. Annexure Part C – Head Contract & Special Conditions
 - c. Annexure Part A – Subcontract conditions
 - d. Subcontract Conditions AS2545 as amended;
 - e. Annexure Part B – Deletions, amendments and additions
 - f. Annexure Part D – Scope of Works
 - g. Annexure Part E – Pre-Contract Meeting Minutes
 - h. Annexure Part F – Document & Drawing Registers
 - i. Annexure Part G – Program / Milestone Dates / Durations
 - j. Annexure Part H – Services and facilities
 - k. Annexure Part I – Project Requirements
 - l. Annexure Part O – Alder Standard Project Documentation
 - m. All other documents

Entire Agreement

- 1.11 The Subcontract Documents constitute the entire agreement between the parties in respect of the Works and the Work under the Subcontract and the Subcontract supersedes all previous agreements, undertakings, communications and any tender, whether written or oral, relating to the subject matter of the Subcontract.
- 1.12 The Subcontract may be varied only by written instrument executed by both parties.

- 1.13 The Subcontract may be executed in counterparts and all of those counterparts taken together constitute one and the same instrument.
- 1.14 None of the terms of the Subcontract shall be varied, waived, discharged or released, except with the prior written consent of the parties.
- 1.15 If a provision in this Subcontract is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Subcontract.

Retrospective Operation

- 1.16 The terms and conditions of this Subcontract shall apply to any Work under the Subcontract performed prior to the execution of this Subcontract.
- 1.17 All amounts (if any) paid to the Subcontractor in connection with the Works before the date of this Formal Instrument of Agreement are taken to have been paid under and in accordance with the Subcontract and therefore deemed to be included in the Subcontract Sum.

Warranties and Non- Reliance

- 1.18 The Subcontractor:
- warrants that it has the capacity to enter into this Subcontract and that it has the skill, technology, human and financial resources necessary to perform its obligations.
 - warrants that it is experienced in the construction of works similar to the Works;
 - warrants that aside from the documents comprised by the Subcontract, it has not relied upon any representation, statement, information or documentation for the purposes of entering into this Subcontract;
 - warrants that it has entered into this Subcontract based on its own investigations, considerations and determinations; and
 - acknowledges that the Main Contractor has entered into this Subcontract based on the Subcontractor's warranties and representations.
- 1.19 The Subcontractor further warrants that:
- it is registered with an Australian Business Number (ABN) for taxation purposes;
 - that the ABN shown in this Formal Instrument of Agreement and Annexure Part A is correct; and
 - it will advise the Principal promptly if its registration status changes.

Parties to give effect to the Subcontract

- 1.20 The parties agree that they shall do everything reasonably necessary to give effect to the Subcontract.
- 1.21 If any provision of this Subcontract is unenforceable, illegal or void then it is severed and the rest of the Subcontract remains on foot.

Warranties

Each party represents and warrants to the other party that:

it has full power and authority to execute the Subcontract and to perform its obligations under the Subcontract;

the Subcontract has been duly executed by it; and

the obligations undertaken by it and set out in the Subcontract are enforceable against it in accordance with the terms of the Subcontract.

Signing Page

Executed as an agreement

Executed by Alder Constructions Pty Ltd
ABN 31 106 657 470 in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Date

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by MC Concrete Contractors Pty
Ltd

Date

ACN 672 351 117 in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of sole Director and sole Company
Secretary

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Australian Standard®

Amended Subcontract Conditions

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Preface

This Standard was prepared by the Standards Australia Committee on General Conditions of Contract to supersede AS 2545—1987, *Subcontract conditions* to provide a set of compatible Subcontract conditions involving Site work on projects where AS 2124—1992, *General conditions of contract*, is in use as the head contract between the Main Contractor and the Principal.

This Standard incorporates Amendment No. 1 (October 2000). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

This edition of the Standard has been revised to be compatible with AS 2124—1992, AS 2125—1992 and AS 2127—1992, and is therefore recommended for use in conjunction with them. As far as possible, Clause numbers in this Standard are parallel with the corresponding provisions in AS 2124.

A form of formal instrument of agreement, and general conditions of tendering and form of tender are also included as an annexure at the end of AS 2545. Attention is drawn to the desirability for the parties to this contract to execute the formal instrument of agreement at the earliest opportunity, immediately after the necessary documents to form part of the Subcontract are prepared. (See Clause 6.2 in this Standard in relation to the procedure for execution of the formal instrument of agreement.)

To be compatible with AS 2124—1992, this document mirrors it, on a clause by clause basis, unless the subject matter makes it inappropriate to do so. However, the difference between this edition of AS 2545 and the 1987 edition, is, with a number of appropriate exceptions, the same as the difference between AS 2124—1986 and AS 2124—1992. The latter differences are summarized in Doc 2124N Notes on Changes in the General Conditions of Contract, 4th edition (AS 2124—1992), as compared with the 3rd edition (AS 2124—1986).

Attention is invited to the provisions of Clause 49 in which the details of services and facilities to be provided are to be agreed between the parties, and indicated in the Annexure.

WARNING:

Users of this Australian Standard are warned that Clause 17 (Damage to Persons and property) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability overrides any limitations or exclusions permitted under Insurance Clauses 18 (Insurance of the Works) and 19 (Public Liability Insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

Guidance note: Clauses suffixed by an asterisk can be omitted without making consequential amendments.

Contents

1.	Construction of Subcontract	1
2.	Interpretation	1
3.	Nature of Subcontract	6
4.	Bill of Quantities	7
5.	Security, retention moneys and performance undertakings	8
5A	Subcontractor Warranties	10
6.	[Not Used]	11
7.	Service of notices	11
8.	Subcontract documents	12
9.	Assignment and secondary subcontracting	15
10.	Selected and Nominated Secondary Subcontractors	16
11.	Provisional Sums	19
12.	Latent Conditions	20
13.	Patents, copyright and other intellectual property rights	22
14.	Legislative Requirements	23
15.	Protection of people and property	25
16.	Care of the work and reinstatement of damage	26
17.	Damage to Persons and property other than the Works	27
18.	Insurance of the Works	28
19.	Public liability insurance	28
20.	Insurance of employees	28
20A	Insurance of Motor Vehicles	28
20B	Asbestos Liability Insurance	29
21.	Inspection and provisions of insurance policies	29
22.	Clerk of Works and inspectors	31
23.	Main Contractor's Representative	31
24.	Directions by others	31
25.	Subcontractor's representative	32
26.	Control of Subcontractor's employees and Secondary Subcontractors	32
27.	Site	32

28.	Setting out the Works	34
29.	Materials, labour and Constructional Plant	35
30.	Materials and work	36
31.	Examination and testing	38
32.	Working hours	39
33.	Progress and programming of the Works	39
34.	Suspension of the Works	41
35.	Times for commencement and Substantial Completion	42
35A	Conditions precedent to Substantial Completion	46
36.	Delay or disruption costs	46
36A	Occupational Health and Safety and Environmental Management	46
36B	Site Induction	48
37.	Defects liability	48
38.	Cleaning up	49
39.	Urgent protection	50
40.	Variations	50
41.	Daywork	53
42.	Certificates and payments	54
43.	Payment of workers and Secondary Subcontractors	59
44.	Default or insolvency	60
44A	Termination in other circumstances	63
45.	Termination by frustration	64
46.	Time for notification of claims	64
47.	Dispute resolution	65
48.	Waiver of conditions	68
49.	Services and facilities	68
50.	Security of Payment	68
51.	Personal Property Securities Act	69

1. Construction of Subcontract

The law governing the Subcontract, its interpretation, and the conduct of any litigation is the law of the State or Territory stated in the Annexure Part A.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in the Annexure Part A.

Communications between the Main Contractor, the Main Contractor's Representative and the Subcontractor shall be in the English language.

Measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the National Measurement Act 1960 as amended from time to time.

Where provisions in the Subcontract Conditions are expressed to be alternatives and the Subcontract fails to state which alternative applies, the first alternative shall apply.

2. Interpretation

In the Subcontract, except where the context otherwise requires—

Authority means any:

- (a) government department;
- (b) local government council;
- (c) government or statutory authority; or
- (d) other body or instrumentality,

which has a right to impose a requirement or whose approval is required with respect to or in connection with the Works or the Work under the Subcontract;

Bill of Quantities means a document named therein as a Bill of Quantities issued to tenderers by or on behalf of the Main Contractor, stating estimated quantities of work to be carried out;

Building Code of Australia includes the National Construction Code;

Business Day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the place in which the site is located,

except under Clause 42 of the Contract where the term shall have the same meaning as under the applicable SOP Act;

Claim includes any claim, including for an increase to the contract sum or for payment of money (including damages) including without limitation:

- (a) under, arising out of or in connection with the Subcontract, including any direction;
- (b) arising out of or in connection with the Works or the Work under the Subcontract;
- (c) in quantum meruit;
- (d) in quasi-contract;

- (e) for unjust enrichment; and
- (f) otherwise at law or in equity, including pursuant to a legislative requirement, statute, in tort (including for negligence or negligent misrepresentation) or for restitution or unjust enrichment;

Constructional Plant means appliances and things used in the execution of the Work under the Subcontract but not forming part of the Works;

Contamination means the presence of hydrocarbons, heavy metal, asbestos or similar material, or toxic chemicals or substances in or on the Site;

Date of Subcontract means the date that the final party executes the Subcontract;

Date for Substantial Completion means—

- (a) where the Annexure provides a Date for Substantial Completion, the date;
- (b) where the Annexure provides a period of time for Substantial Completion, the last Day of the period,

but if any extension of time for Substantial Completion is granted by the Main Contractor's Representative or allowed in litigation, it means the date resulting therefrom;

Date of Substantial Completion means—

- (a) the date certified by the Main Contractor's Representative in a Certificate of Substantial Completion issued pursuant to Clause 42.5, to be the date upon which Substantial Completion was reached; or
- (b) where another date is determined in litigation as the date upon which Substantial Completion was reached, that other date;

Day means calendar day;

Drawings means the drawings referred to in the Subcontract and any modification of such drawings notified to the Subcontractor by the Main Contractor's Representative and includes such other drawings as may from time to time be supplied to the Subcontractor by the Main Contractor's Representative, or the use of which has been permitted by the Main Contractor's Representative, for the purposes of the Subcontract;

Excluded Conditions include:

- (a) physical conditions including artificial things, structures upon and below the Site or its surroundings or any land to which the Subcontractor requires or obtains access to for the purpose of Work under the Subcontract or upon which the Subcontractor is required to carry out any of the Work under the Subcontract;
- (b) water, sub-surface and geotechnical conditions of the Site or any land in (a) above;
- (c) the means of access to and around the Site;
- (d) climatic and weather conditions relating to the Site; and
- (e) existing Utilities (including redundant Utilities) above, upon or below the surface of the site or non-existence of Utilities and the location of all facilities to which such Utilities are connected;

- (f) Contamination, the presence of which is caused or contributed to by the Subcontractor or its contractors, officers, agents, employees or consultants;

Formal Instrument of Agreement means the formal instrument of agreement executed by the parties which evidences the Subcontract between the parties;

GST means goods and services tax as imposed by the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

Latent Condition has the meaning given in clause 12.1.

Legislative Requirement includes:

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Work under the Subcontract or the particular part thereof is being carried out;
- (b) certificates, licences, permissions, authorisations, exemption, consents, permits, approvals and requirements of an Authority in connection with the carrying out of Work under the Subcontract; and
- (c) fees and charges payable in connection with the foregoing;

Main Contract means the agreement between the Principal and the Main Contractor;

Main Contract Latent Condition means a Latent Condition for which the Main Contractor has recovered extra costs incurred or damages suffered by the Subcontractor from the Principal or which are included in the reimbursement to the Main Contractor by the Principal by reason of delay in the progress of the Main Contract;

Main Contractor means the Main Contractor stated in the Annexure;

Main Contractor's Representative means the Person stated in the Annexure as the Main Contractor's Representative or other Person from time to time appointed in writing by the Main Contractor to be the Main Contractor's Representative for the purposes of the Subcontract, and notified as such in writing to the Subcontractor by the Main Contractor;

Main Contract Works means the whole of the work to be executed under the Main Contract;

Month means calendar month;

Person includes a firm or body corporate or unincorporate or an individual;

PPS Act means the *Personal Property Securities Act 2009* (Cth);

Priced Bill of Quantities means the Bill of Quantities priced and lodged by the Subcontractor with the Main Contractor's Representative and corrected where necessary from time to time under Clause 4.3;

Principal means the Principal stated in the Annexure;

Provisional Sum includes monetary sum, contingency sum and prime cost item;

registered for GST means registered as a supplier under the GST Law and in respect of the Subcontractor, also having provided an ABN to the Main Contractor;

Schedule of Rates means any schedule included in the Subcontract which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for the execution of that work and which may also include lump sums, Provisional Sums, other sums, quantities and prices;

Secondary Subcontract means a subcontract between the Subcontractor and a Secondary Subcontractor;

Secondary Subcontractor means a subcontractor to the Subcontractor;

Separable Portion means a portion of the Work under the Subcontract described in the Subcontract as a Separable Portion or which the Main Contractor's Representative has determined pursuant to Clause 35.4 shall be a Separable Portion;

Site means the lands and other places to be made available and any other lands and places made available to the Subcontractor by the Main Contractor for the purpose of the Subcontract;

Site Induction means the requirements set out in Clause 36B;

SOP Act refers to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) where the Works are undertaken in Queensland and the Building and Construction Industry Security of Payment Act 1999 (NSW) where the Works are undertaken in New South Wales;

Specification means the specification referred to in the Subcontract and any modification of such specification thereafter directed or the use of which has been permitted by the Main Contractor's Representative pursuant to powers contained in the Subcontract;

Subcontract means the agreement between the Main Contractor and the Subcontractor;

Subcontractor means the Person bound to execute the Work under the Subcontract;

Subcontract Sum means—

- (a) where the Main Contractor accepted a lump sum, the lump sum;
- (b) where the Main Contractor accepted rates, the sum ascertained by calculating the products of the rates and the corresponding quantities in the Bill of Quantities or Schedule of Rates;
- (c) where the Main Contractor accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),

including Provisional Sums but excluding any additions or deductions which may be required to be made under the Subcontract;

Substantial Completion is that stage in the execution of the Work under the Subcontract when—

- (a) the Works are complete except for minor omissions and minor defects—
 - (i) which do not prevent the Works from being reasonably capable of being used for their intended purpose; and
 - (ii) which the Main Contractor's Representative determines that the Subcontractor has reasonable grounds for not promptly rectifying; and
 - (iii) rectification of which will not prejudice the convenient use of the Works; and

- (b) those tests which are required by the Subcontract to be carried out and passed before the Works reach Substantial Completion have been carried out and passed;
- (c) documents and other information required under the Subcontract which, in the opinion of the Main Contractor's Representative, are essential for the use, operation and maintenance of the Works have been supplied; and
- (d) documents and other material set out in Annexure Part K has been supplied.

Superintendent means the Person stated in the Annexure as the Superintendent or other Person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Subcontractor by the Main Contractor and, so far as concerns the functions exercisable by a Superintendent's Representative, includes a Superintendent's Representative;

Temporary Works means works used in the execution of the Work under the Subcontract but not forming part of the Works;

Utilities means any public utility or service, including but not limited to:

- (a) telecommunications (including fibre optic, NBN Co, and MATV/pay television systems);
- (b) water;
- (c) storm water;
- (d) electricity;
- (e) gas; and
- (f) sewerage.

WHS Act means the *Work Health and Safety Act 2011* (Qld) or the *Work Health and Safety Act 2011* (NSW) (as applicable);

WHS Regulation means the *Work Health and Safety Regulation 2011* (Qld) or the *Work Health and Safety Regulation 2017* (NSW) (as applicable);

Work under the Subcontract means the work which the Subcontractor is or may be required to execute under the Subcontract and includes variations, remedial work, Constructional Plant and Temporary Works;

Works means the whole of the work to be executed in accordance with the Subcontract, including variations provided for by the Subcontract, which by the Subcontract is to be handed over to the Main Contractor.

Guidance note: In addition to these definitions, some terms, specific to a clause, are defined in that clause.

The clause headings and sub clause headings in the Subcontract Conditions shall not form part of the Subcontract Conditions and shall not be used in the interpretation of the Subcontract.

Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

Words importing a gender include every gender.

3. Nature of Subcontract

3.1 Performance and payment

The Subcontractor shall execute and complete the Work under the Subcontract.

The Main Contractor shall pay the Subcontractor the Subcontract sum adjusted by any additions or deductions made pursuant to the Contract.

The Subcontract sum is not subject to adjustment for rise and fall including in respect of any site allowance or entitlement or by reason of fluctuations in exchange rates or changes in the costs of labour or materials or otherwise.

3.2 Quantities

Quantities in a Bill of Quantities or Schedule of Rates are estimated quantities only.

A direction shall not be required to be given by the Main Contractor's Representative by reason of the actual quantity of an item required to perform the Subcontract being greater or less than the quantity shown in the Bill of Quantities or Schedule of Rates.

3.3 Adjustment for actual quantities—Schedule of Rates

Where otherwise than by reason of a direction of the Main Contractor's Representative to vary the Work under the Subcontract, the Subcontractor shall have no entitlement to an adjustment to the quantity of an item required to perform the Subcontract.

Payment for a scheduled item shall be based on the relevant rate in the table for the quantity of the scheduled item actually directed and performed, taking into account valuations made under Clause 40.5 of the Subcontract Conditions and the requirements of Clause 42 of the Subcontract Conditions.

The rate for a scheduled item includes all things necessary to carry out and complete the scheduled item in accordance with the requirements of the Subcontract and is deemed to include all on site and off-site overheads and profit in connection with the scheduled item.

3.4 Licensing

The Subcontractor must:

- (a) at the time of entering the Subcontract and at all times when performing any work hold all required licences pursuant to the *Queensland Building and Construction Commission Act 1991* (Qld) where the Works are undertaken in Queensland or the *Home Building Act 1989* (NSW) where the Works are carried out in New South Wales, and is entitled to undertake the Works as a licensed contractor for the Main Contractor; and
- (b) ensure that all subcontractors, consultants and employees hold and maintain all licenses, approvals, permits and authorisations to perform the Works relevant to them.

4. Bill of Quantities

4.1 Purpose of the Bill of Quantities

Alternative 1

A Bill of Quantities forms part of the Subcontract only to the extent provided in the Subcontract.

Alternative 2

A Bill of Quantities shall not form part of the Subcontract.

Alternative 3

A Bill of Quantities forms part of the Specification.

4.2 Pricing and lodgement

Where there is a Bill of Quantities—

- (a) all items included in the Bill of Quantities shall be priced and extended by the Subcontractor and the prices as extended shall, on addition, equal the sum accepted by the Main Contractor for the execution of the whole of the work to which the Bill of Quantities relates;
- (b) the Subcontractor shall lodge the Bill of Quantities so priced and extended with the Main Contractor's Representative before the expiration of the time for lodgement stated in the Annexure or such further time as may be directed by the Main Contractor's Representative from time to time;
- (c) notwithstanding any other provision of the Subcontract, the Subcontractor shall not be entitled to payment until the Subcontractor has lodged the Bill of Quantities, so priced and extended.

4.3 Errors in pricing

Any errors in extension or addition or both, or correction of incorrect or inconsistent rates or prices (including the insertion of rates or prices wrongly omitted and the deletion of rates or prices wrongly included) discovered by the Main Contractor or the Subcontractor in the Priced Bill of Quantities shall be notified to the Main Contractor's Representative in writing by the party making the discovery and corrected in a manner agreed between the Subcontractor and the Main Contractor's Representative or, in the event of failure to agree, as determined by the Main Contractor's Representative so that the total of all items in the Priced Bill of Quantities continues to equal the sum accepted by the Main Contractor for the execution of the whole of the work to which the Bill of Quantities relates.

4.4 Errors in Bills of Quantities

If the Priced Bill of Quantities is in error in that it—

- (a) contains an incorrect quantity in relation to any item included therein; or
- (b) contains an item which should not have been included therein; or
- (c) omits an item which should have been included therein;

then —

- (A) in a case of Clause 4.4(a) where the item is deficient in quantity or in the case of Clause 4.4(c)—upon application in writing to the Main Contractor's Representative by the Subcontractor; and
- (B) in a case of Clause 4.4(a) where the item is excessive in quantity or in the case of Clause 4.4(b)—upon notification in writing to the Subcontractor by the Main Contractor's Representative,

the lump sum accepted by the Main Contractor for the execution of the whole of the work to which the Bill of Quantities relates shall except when the value of the error is less than \$400, be adjusted by such amount as is required to correct the error, determined in the manner provided by Clause 40.5 for the valuation of variations as if the correction were a variation under Clause 40.

The Bill of Quantities shall be deemed to be in error as aforesaid to the extent that the items and quantities included in it differ from those required for the execution of the Works in accordance with the Drawings and Specification referred to in the Subcontract, measured in accordance with the method of measurement evidenced by the Subcontract.

5. Security, retention moneys and performance undertakings

5.1 Purpose

Security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Subcontract.

5.2 Provision of security

The Subcontractor shall provide security in the form, amount and at the times set out in the Annexure.

All delivered security, other than cash or retention moneys, shall be transferred in escrow.

5.3 [Not Used]

5.4 [Not Used]

5.5 Recourse

The Main Contractor may have recourse to the security (and where that security does not consist of money, may convert it into money) where:

- (a) there is an amount payable under the Subcontract by the Subcontractor to the Main Contractor and the due date for payment of that amount has passed;
- (b) the Subcontractor is in breach of any of any material obligation under the Subcontract that has caused damage or financial loss; or

- (c) pursuant to Clauses 44 or 44A, the Main Contractor has terminated the Subcontract or taken work out of the hands of the Subcontractor and as a consequence has suffered or will suffer financial loss or damage,

provided the Main Contractor has provided the Subcontractor with at least 5 Business Days written notice of the Main Contractor's intention to have recourse to the security.

The Subcontractor acknowledges that it will not at any time take steps to injunct or otherwise restrain:

- (d) any issuer of any security contemplated in this Clause 5 from paying the Main Contractor pursuant to any security; or
- (e) the Main Contractor from:
 - (i) taking any steps to obtain payment under any security; or
 - (ii) using the moneys received under any security.

If the Main Contractor has recourse to the security and it is subsequently determined that the Main Contractor did not have a right to have recourse to the security, the Main Contractor will pay to the Subcontractor and the Subcontractor's sole entitlement shall be:

- (f) repayment of the amount of the security which the Main Contractor wrongly had recourse to within 14 days of the determination; and
- (g) interest for the period between the date the Main Contractor had recourse to the security and the date the Subcontractor was repaid the amount at Subclause 5.2(d) above at the rate of the annual rate (as published by the Reserve Bank of Australia from time to time) for 90 day bills plus 3%.

The Subcontractor is to provide replacement security in the event the Main Contractor has recourse to all or any of the security, within 5 days of the Main Contractor having recourse to the security.

5.6 Not Used

5.7 Reduction and release

Upon the issue of the Certificate of Substantial Completion, the Main Contractor's entitlement to security shall be reduced by the percentage or amount set out in the Annexure, and the reduction shall be released and returned within 14 days to the other party.

The Main Contractor's entitlement otherwise to security shall cease 14 days after the Final Certificate, provided the Subcontractor has paid any amounts certified as due and payable by the Subcontractor to the Main Contractor in the Final Certificate. Upon the Main Contractor's entitlement to security ceasing, the Main Contractor shall release and return forthwith the security to the Subcontractor.

5.8 Restriction on Right to Injunction

The Subcontractor shall have no entitlement to a Claim as a consequence of the conversion of a security into money.

The Subcontractor shall not take any steps whatsoever to restrain—

- (a) the Main Contractor from making any demand under any security provided under or in connection with the Subcontract;
- (b) the issuer of any security provided under or in connection with the Subcontract from complying with any such demand.

5.9 Interest on security and retention moneys

A party holding retention moneys or cash security shall own any interest earned on the retention moneys or security.

Security is not held on trust.

5.10 Deed of Guarantee, Undertaking and Substitution

Where—

- (a) the Subcontractor is a related or subsidiary corporation (as defined in the applicable corporations law of the jurisdiction); and
- (b) a form of Deed of guarantee, undertaking and substitution was included in the tender documents,

the Subcontractor shall, within 14 days after receiving a written request from the Main Contractor, provide such Deed of guarantee, undertaking and substitution duly executed and enforceable.

5.11 Deed of Warranty

If directed to do so by the Main Contractor in writing, the Subcontractor must, within 5 Business Days of the Date of Subcontract, execute and deliver to the Main Contractor a deed of warranty in the form:

- (a) provided by Annexure Part J; or
- (b) required by the Principal under the Main Contract.

5A Subcontractor Warranties

The Subcontractor gives the warranties and (where relevant) procures the warranties from the Secondary Subcontractors set out in Annexure Part J.

6. [Not Used]

6.1 [Not Used]

6.2 [Not Used]

7. Service of notices

7.1 Address for Service

The Main Contractor, the Subcontractor and the Main Contractor's Representative shall each notify the others of a change of address.

Without limiting the generality of 'notice', it includes a document.

7.2 Service of notices

- (a) Where an electronic document control software package is nominated in Item 19A of Annexure Part A, notices may only be served by that document control software package, and by no other means.
- (b) Where no electronic document control software package is nominated in accordance with Clause 7.2(a), a notice may be given by:
 - (i) being personally served on a party, or being left at a party's last notified address for service at the time of being served;
 - (ii) being sent by pre-paid ordinary or registered post to the party's last notified address for service at the time of being served;
 - (iii) being sent by facsimile to the party's last notified number for service at the time of being served; or
 - (iv) being sent by email to the party's last notified email address at the time of being served.
- (c) A notice shall be deemed to have been given and received:
 - (i) if it is given by being personally served on a party in accordance with clause 7.2(b)(i), at the time of being served;
 - (ii) if it is given by being left at a party's address in accordance with clause 7.2(b)(i), at the time of being left at the party's address;
 - (iii) if it is given by being sent by pre-paid ordinary or registered post in accordance with clause 7.2(b)(ii), and if posted within Australia, 3 days after posting, excluding Saturdays and Sundays and public holidays;
 - (iv) if it is given by being sent by facsimile in accordance with clause 7.2(b)(iii), at the time stated in the transmission confirmation report, provided that:
 - (A) the report indicates that the facsimile was sent to the addressee's last notified facsimile number; and

- (B) the time and date stated in the report is not contradicted by the receiver's incoming facsimile report;
- (v) if it is given by being sent by email in accordance with clause 7.2(b)(iv), at the time the email is sent, provided:
 - (A) it is sent before 5pm on a business day at the place of receipt (if it is sent after 5pm, it shall be deemed to have been given and received at 9am on the next Business Day at the place of receipt); and
 - (B) the sender's computer or email account does not receive a message that the email transmission has been unsuccessful or could not be delivered, or that the recipient is unavailable (including an 'out of office' message).
- (d) Notwithstanding that notices under the Contract may be served by email under Clause 7.2(b)(v), the parties acknowledge and agree that notices under Clauses 12.2, 35.5, 42.1 and 46.1 must (if served by email in accordance with clause 7.2(b)(iv)) also be personally served or left at the party's address, sent by post or sent by facsimile in accordance with clauses 7.2(b)(i), 7.2(b)(ii) or 7.2(b)(iii) respectively, in which case the notice shall be deemed to have been given and received on the later of:
 - (i) the time at clause 7.2(c)(v); and
 - (ii) the time at clause 7.2(c)(i), 7.2(c)(ii), 7.2(c)(iii) or 7.2(c)(iv) (whichever is relevant).

7.3 Electronic Document Control

- (a) Where an electronic document control software package is nominated in Item 19A of Annexure Part A, the Subcontractor must implement that electronic document control software package.
- (b) The Subcontractor must provide the Main Contractor and the Main Contractor's Representative (and their representatives) with access to the package required at Item 19A of Annexure Part A at no cost to the Main Contractor.
- (c) By no later than 60 days from the date of Substantial Completion, the Subcontractor shall deliver to the Main Contractor a complete copy of any electronic document control software package on an electronic medium (such as a USB or flash-drive) used in respect of the Works which shall include (but not be limited to) all correspondence and drawings exchanged on the electronic document control software package relating to the Works.

8. Subcontract documents

8.1 Discrepancies

If either party discovers any inconsistency, ambiguity or discrepancy in or between any documents forming part of the Subcontract or relevant to the carrying out of Work under the Subcontract or the completion of the Works, that party shall give the Main Contractor's Representative and the other party written notice of it.

In construing the Subcontract, subject to the order of precedence in the Formal Instrument of Agreement, the following rules of construction apply:

- (a) where the inconsistency, ambiguity or discrepancy relates to the required quality, number or standard of Work under the Subcontract or the Works or the extent of the Subcontractor's obligations under the Subcontract, the Subcontractor shall comply with the highest quality, number or standard specified or perform the more onerous obligation;
- (b) where the inconsistency, ambiguity or discrepancy is between figured and scaled dimensions, figured shall prevail over scaled dimensions;
- (c) where Clauses 8.1(a) and 8.1(b) do not apply, drawings showing particular parts of Work under the Subcontract shall take precedence over scaled dimensions; and;
- (d) where Clauses 8.1(a), 8.1(b) and 8.1(c) do not apply, the Subcontractor shall comply with the Main Contractor's Representative's direction as to the interpretation and construction to be followed in respect of the inconsistency, ambiguity or discrepancy.

The Subcontractor shall not be entitled to any claim, including for additional cost or an extension of time, if the direction relates to construing the Subcontract in accordance with the order of precedence in the Formal Instrument of Agreement or, where relevant, the matters set out at clause 8.1(a), 8.1(b), or 8.1(c) above.

If compliance with a direction pursuant to clause 8.1(d) causes the Subcontractor to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be assessed by the Main Contractor's Representative and added to or deducted from the Contract Sum. However the Subcontractor shall not be entitled to any claim, additional cost, or extension of time if the Subcontractor did not issue its written notice to the Main Contractor's Representative advising of the inconsistency, ambiguity or discrepancy in or between any documents forming part of the Subcontract by the earlier of:

- (e) 5 Business Days from the Subcontractor identifying the inconsistency, ambiguity or discrepancy in or between any documents forming part of the Subcontract; or
- (f) commencing performance of Works under the Subcontract the subject of the inconsistency, ambiguity or discrepancy in or between any documents forming part of the Subcontract.

8.2 Dimensions

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.

8.3 Supply of documents by Main Contractor

The Main Contractor shall supply to the Subcontractor the number of copies stated in the Annexure, or if no number is stated then 3 copies of the Drawings, Specification, Bill of Quantities (if any) and other documents required by the Subcontract to be supplied to the Subcontractor by the Main Contractor.

Documents supplied to the Subcontractor by the Main Contractor shall remain the property of the Main Contractor and shall be returned by the Subcontractor to the Main Contractor on demand in writing. The documents shall not, without the prior written approval of the Main Contractor, be

used, copied or reproduced for any purpose other than the execution of the Work under the Subcontract.

8.4 Supply of documents by Subcontractor

If the Subcontract requires the Subcontractor to supply documents, the Subcontractor shall supply the number of copies stated in the Annexure, or if no number is stated then 5 copies.

If the Subcontractor submits documents to the Main Contractor's Representative, then—

- (a) the Main Contractor's Representative shall not be bound to check the documents for errors, omissions or compliance with the requirements of the Subcontract;
- (b) notwithstanding the provisions of Clause 23, the Main Contractor's Representative's approval shall not relieve the Subcontractor from responsibility for the Subcontractor's errors or omissions or compliance with the requirements of the Subcontract;
- (c) if the Subcontract provides that the Subcontractor must obtain the Main Contractor's Representative's direction whether documents are suitable or are not suitable then within the time stated in the Annexure (or if no time is stated then within 28 Days) after receipt of the documents, the Main Contractor's Representative shall notify the Subcontractor that the documents are suitable or are not suitable;
- (d) if the Main Contractor's Representative notifies the Subcontractor that the documents are not suitable, the Main Contractor's Representative shall give reasons why the documents are not suitable, and the Subcontractor shall submit new or amended documents for the Main Contractor's Representative's direction under this Clause;
- (e) the Main Contractor's Representative shall not reject documents which are in accordance with the requirements of the Subcontract.

Copies of documents supplied by the Subcontractor shall be the property of the Main Contractor but shall not be used or copied otherwise than for the use, maintenance or alteration of the Works or the Main Contract Works by the Main Contractor, the Principal, the Superintendent and their identified consultants.

8.5 Availability of documents

Whilst Work under the Subcontract is being performed, one complete set of Drawings, Specification and other written information supplied by the Main Contractor, the Main Contractor's Representative and the Subcontractor shall be kept by the Subcontractor at the Site or other location approved in writing by the Main Contractor and shall be available at all times for reference by the Main Contractor, the Main Contractor's Representative and any Persons nominated in writing by either of them.

During the manufacture or assembly of any significant part of the Work under the Subcontract away from the part of the Site where the Works are to be constructed, a set of the Drawings and written information relevant to that part of the work shall be kept by the Subcontractor at the place of manufacture or assembly and shall be available for reference by the Main Contractor, the Main Contractor's Representative and any Person nominated in writing by either of them.

8.6 Confidential information

All information relating to the Subcontract including (but not limited to) drawings, Specifications and other information, samples, models, patterns and the like, supplied by either the Subcontractor or the Main Contractor and marked or otherwise shall be regarded as confidential, and shall not be disclosed to a third party other than the Principal, the Superintendent and their identified consultants for the purpose of the execution, use, maintenance or alteration of the Main Contract Works except with the prior agreement of the other party to the Subcontract.

This obligation shall stay in effect and be enforceable for a period of 5 years from the date of the issue of the Final Certificate pursuant to Clause 42.8 or the earlier termination of the Subcontract.

8.7 Media releases*

The Subcontractor shall not issue any information, publication, document or article for publication concerning the project in any media without prior approval of the Main Contractor, which approval shall not be unreasonably withheld. The Subcontractor shall refer to the Main Contractor any enquiries concerning the project from any media.

9. Assignment and secondary subcontracting

9.1 Assignment

The Subcontractor shall not assign or novate any right, benefit or interest under the Subcontract or any payment thereunder without the prior written approval of the Main Contractor.

The Main Contractor may, upon written notice to the Subcontractor, assign or novate its rights and entitlements under the Subcontract without the Subcontractor's consent.

The Subcontractor must do all things and execute any documents required by the Main Contractor to give effect to such assignment, within the times directed by the Main Contractor,

9.2 Secondary subcontracting

The Subcontractor shall not without the written approval of the Main Contractor's Representative, Subcontract or allow a Secondary Subcontractor to assign or Subcontract any Work under the Subcontract.

With a request for approval the Subcontractor shall provide to the Main Contractor's Representative particulars in writing of the work to be Subcontracted and the name and the address of the proposed Secondary Subcontractor.

The Subcontractor shall provide to the Main Contractor's Representative other information which the Main Contractor's Representative reasonably requests, including the proposed Secondary Subcontract documents without prices.

Within 28 Days after a request by the Subcontractor for approval to subcontract work, the Main Contractor's Representative shall advise the Subcontractor of approval or the reasons why approval is not given.

Approval may be conditional upon the Secondary Subcontract including—

- (a) provision that the Secondary Subcontractor shall not assign or Subcontract without the consent in writing of the Subcontractor;
- (b) provisions which may be reasonably necessary to enable the Subcontractor to fulfil the Subcontractor's obligations to the Main Contractor.

9.3 Subcontractor's responsibility

Approval to subcontract shall not relieve the Subcontractor from any liability or obligation under the Subcontract. Except where the Subcontract otherwise provides, the Subcontractor shall be liable to the Main Contractor for the acts and omissions of Secondary Subcontractors and employees and agents of Secondary Subcontractors as if they were acts or omissions of the Subcontractor.

10. Selected and Nominated Secondary Subcontractors

10.1 Definitions

If the Subcontract provides that certain work or the supply of certain items shall be Subcontracted to a Selected or Nominated Secondary Subcontractor, the work or the supply of the items is 'Selected Secondary Subcontract Work' or 'Nominated Secondary Subcontract Work' as the case may be, and:

Selected Secondary Subcontractor means a Secondary Subcontractor identified in the Subcontractor's tender from a list of Secondary Subcontractors provided by the Main Contractor in the tender documents for Selected Secondary Subcontract Work. The list may include one or more Secondary Subcontractors.

Nominated Secondary Subcontractor means—

- (a) a Secondary Subcontractor to whom the Subcontractor is directed by the Main Contractor's Representative to subcontract Nominated Secondary Subcontract Work; or
- (b) a Secondary Subcontractor named in the Subcontract with whom the Main Contractor has entered into a prior contract for the Nominated Secondary Subcontract Work, which prior contract requires the Secondary Subcontractor to assign the prior contract to the Subcontractor and a copy of which prior contract is included in the tender documents; or
- (c) a Secondary Subcontractor named in the Subcontract with whom the Main Contractor has entered into a prior contract for the Nominated Secondary Subcontract Work, which requires the Secondary Subcontractor to enter into deed of novation with the Subcontractor for the Nominated Secondary Subcontract Work and a copy of which deed of novation is included in the tender documents.

Nominated Secondary Subcontract Work shall relate only to work or the supply of items for which a Provisional Sum has been included in the Subcontract.

10.2 Selected Secondary Subcontract

If the Subcontract includes Selected Secondary Subcontract Work the Subcontractor shall Subcontract the Selected Secondary Subcontract Work to a Selected Secondary Subcontractor.

If the tender documents specify the terms and conditions upon which the Secondary Subcontract is to be entered into, the Secondary Subcontract shall include those terms and conditions.

10.3 Nominated Secondary Subcontract

If the Subcontract includes Nominated Secondary Subcontract Work, at such time as is necessary to avoid delay to the Subcontractor, the Main Contractor's Representative shall direct the Subcontractor to subcontract the Nominated Secondary Subcontract Work to a Nominated Secondary Subcontractor.

If the Subcontract provides that the Main Contractor may assign to the Subcontractor the benefit of a prior contract made between the Main Contractor and a Nominated Secondary Subcontractor, the Subcontractor shall, when directed by the Main Contractor's Representative, accept the assignment of that prior contract.

If the Subcontract provides that the Main Contractor may novate to the Subcontractor a prior contract made between the Main Contractor and a Nominated Secondary Subcontractor in respect of Nominated Secondary Subcontract Work, the Subcontractor shall when directed by the Main Contractor's Representative, execute a deed of novation of that prior contract in the form included in the tender documents and unless the Subcontract otherwise provides, the Subcontractor shall give the Main Contractor credit for payments made by the Main Contractor to the Nominated Secondary Subcontractor in respect of the Nominated Secondary Subcontract Work.

The Subcontractor shall ensure that the provisions of the Secondary Subcontract are severally set out in the Secondary Subcontract documents, so that the Secondary Subcontract is fully expressed and complete in itself and includes provisions—

- (a) that in respect of the Nominated Secondary Subcontract Work, the Nominated Secondary Subcontractor will undertake towards the Subcontractor obligations and liabilities which will enable the Subcontractor to discharge the Subcontractor's obligations and liabilities to the Main Contractor under the terms of the Subcontract;
- (b) that the Nominated Secondary Subcontractor will indemnify the Subcontractor against loss resulting from any failure by the Nominated Secondary Subcontractor to perform such obligations or fulfil such liabilities;
- (c) that the Nominated Secondary Subcontractor will indemnify the Subcontractor against loss resulting from any negligence by the Nominated Secondary Subcontractor and the Nominated Secondary Subcontractor's servants and agents and against any misuse by them of any Constructional Plant or Temporary Works provided by the Subcontractor for the purposes of the Secondary Subcontract;
- (d) that the Nominated Secondary Subcontractor will lodge security in a form provided by Clause 5.3 and that security and retention moneys shall be calculated on the same scale and on the same basis respectively as apply in the Subcontract;
- (e) equivalent to those in Clause 44.

The Subcontractor shall not be obliged to enter into a Secondary Subcontract with a Nominated Secondary Subcontractor against whom the Subcontractor raises reasonable objection.

If the Subcontractor declines to enter into a Secondary Subcontract with the Nominated Secondary Subcontractor on the ground that the Nominated Secondary Subcontractor refuses to

enter into a Secondary Subcontract containing provisions in paragraphs (a) to (e) of Clause 10.3, the Main Contractor's Representative shall nominate another Nominated Secondary Subcontractor or direct the Subcontractor to enter into a Secondary Subcontract with the Nominated Secondary Subcontractor on such other terms as the Main Contractor's Representative specifies. In the latter event—

- (i) the Subcontractor shall not be bound to discharge obligations and liabilities under the Subcontract to the extent that the Secondary Subcontract terms so specified by the Main Contractor's Representative are inconsistent with the discharge; and
- (ii) if the Subcontractor suffers loss arising out of the refusal of the Nominated Secondary Subcontractor to accept such provisions the Main Contractor shall pay to the Subcontractor the amount of loss which the Subcontractor could not reasonably avoid.

10.4 Provisions applying generally to Selected and Nominated Secondary Subcontract Work

If the Subcontractor is required by Clause 10 to enter a Secondary Subcontract, or to accept an assignment or to execute a deed of novation, the Subcontractor shall proceed promptly to do so and shall notify the Main Contractor's Representative in writing as soon as the Secondary Subcontract, assignment or novation has been effected.

With the consent of the Subcontractor, the Main Contractor's Representative may direct the Subcontractor to perform Selected or Nominated Secondary Subcontract Work.

Notwithstanding Clause 16.2 if the Subcontractor is to be responsible to the Main Contractor for the design or suitability of Selected or Nominated Secondary Subcontract Work, as distinct from the quality or workmanship, the responsibility shall be expressly stated in the Subcontract and the Subcontractor's liability for the design or suitability of the Selected or Nominated Secondary Subcontract Work shall only be that which is expressly stated in the Subcontract.

Except as herein contained, and subject to any reasonable objection made by the Subcontractor pursuant to this Clause—

- (a) the Main Contractor shall have no liability to a Selected or Nominated Secondary Subcontractor arising from the Secondary Subcontract between the Subcontractor and Selected or Nominated Secondary Subcontractor; and
- (b) the Main Contractor shall not be liable to the Subcontractor for any act, default or omission or breach of contract by a Selected or Nominated Secondary Subcontractor, arising from the Secondary Subcontract between the Subcontractor and Selected or Nominated Secondary Subcontractor.

10.5 Direct payment of Nominated Secondary Subcontractor*

In respect of Nominated Secondary Subcontract Work performed by a Nominated Secondary Subcontractor, the Main Contractor shall make payment directly to the Nominated Secondary Subcontractor. Except where the Subcontractor has accepted an assignment of the benefit of a prior contract made between the Main Contractor and a Nominated Secondary Subcontractor—

- (a) such payment shall be made on behalf of the Subcontractor; and
- (b) if the Subcontractor reasonably requests the Main Contractor in writing not to make a payment to the Nominated Secondary Subcontractor, the Main Contractor shall

withhold payment but under no circumstances, including bankruptcy or winding up of the Subcontractor, shall payment be made to the Subcontractor.

The Main Contractor as stakeholder shall hold retention moneys and security provided by a Nominated Secondary Subcontractor and shall disburse or apply the retention moneys or security as jointly requested by the Subcontractor and the Nominated Secondary Subcontractor or in accordance with the decision of a Court.

10.6 Termination of Nominated Secondary Subcontract

The Subcontractor shall not unreasonably terminate a Secondary Subcontract for Nominated Secondary Subcontract Work and as early as possible the Subcontractor shall notify the Main Contractor's Representative of the Subcontractor's intention to terminate and the reasons. If a Nominated Secondary Subcontractor repudiates or abandons the Secondary Subcontract or it is terminated, the Subcontractor shall forthwith notify the Main Contractor's Representative in writing and the Main Contractor's Representative shall proceed under Clause 10.3 to nominate a Nominated Secondary Subcontractor to complete the Secondary Subcontract Work and Clause 11(b) shall apply.

11. Provisional Sums

A Provisional Sum included in the Subcontract shall not itself be payable by the Main Contractor but where at the direction of the Main Contractor's Representative the work or item to which the Provisional Sum relates is performed or supplied by—

- (a) the Subcontractor, the work or item shall be valued under Clause 40.5;
- (b) a Secondary Subcontractor to the Subcontractor the Main Contractor shall pay the Subcontractor the amount payable by the Subcontractor to the Secondary Subcontractor for the work or item, disregarding any damages payable by the Subcontractor to the Secondary Subcontractor or vice versa, plus the amount or percentage thereon for profit, preliminaries, overheads and attendance stated in the Annexure or, where not so stated, as stated elsewhere in the Subcontract; and
- (c) a Nominated Secondary Subcontractor pursuant to a prior contract made between the Main Contractor and a Nominated Secondary Subcontractor, the benefit of which has been assigned to the Subcontractor, the Main Contractor shall pay the Subcontractor the amount stated in the Annexure or the percentage for profit, preliminaries, overheads and attendance stated in the Annexure of the amount payable by the Main Contractor to the Nominated Secondary Subcontractor for the work or item or, where no amount or percentage is stated, as stated elsewhere in the Subcontract, disregarding any damages payable by the Main Contractor to the Nominated Secondary Subcontractor or vice versa.
- (d) The Main Contractor or the Main Contractor's Representative may direct the Subcontractor to advise a fixed price for performing a Provisional Sum item. Within 14 days of such request the Subcontractor shall (at the Subcontractor's cost) notify the Main Contractor and the Main Contractor's Representative:
 - (i) if able to do so, the fixed total cost of performing the Provisional Sum item (which shall account for the Provisional Sum amount in the Annexure and any

margin the Subcontractor is entitled to) and provide supporting evidence to demonstrate that amount; or

- (ii) if unable to do so, provide reasons why the Subcontractor is unable to provide a fixed total cost for performing the Provisional Sum item and (if relevant) advise the date by which the Provisional Sum amount will be able to be quantified.
- (e) If the Subcontractor provides a fixed total cost for performing the Provisional Sum item pursuant to clause 11(d)(i) above, the Main Contractor's Representative may direct the Subcontractor to perform the Provisional Sum item for the amount advised by the Subcontractor pursuant to (d)(i) above.
- (f) The parties acknowledge that a direction by the Main Contractor or the Main Contractor's Representative in accordance with paragraph (d) above or the Subcontractor's provision of a fixed total cost for performing a Provisional Sum item, does not limit the Main Contractor's or the Main Contractor's Representative's right to issue a different direction in respect of performing the work to which a Provisional Sum relates in which case, that direction shall be assessed in accordance with subparagraph (a) above.
- (g) The parties acknowledge that the Date for Substantial Completion includes the time required to complete the Provisional Sum items in the Annexure. Notwithstanding any other provision of this Subcontract, the Subcontractor shall not be entitled to any extension of time in respect of any direction to perform a Provisional Sum item or the time taken to perform the Provisional Sum item.

The amount payable to a Secondary Subcontractor for materials or goods under this clause is to be taken to be the nett cost to the Subcontractor (disregarding any deduction of cash discount for prompt payment).

12. Latent Conditions

12.1A Subcontractor's Warranties

The Subcontractor warrants that it has:

- (a) examined all information relevant to the risks, contingencies and other circumstances which could affect the Contract Sum and which the Subcontractor could have obtained by making detailed enquiries;
- (b) visited and examined the Site and its surroundings to inform itself fully as to the physical conditions or obstructions upon and below the surface of the Site (including by way of giving detailed consideration to any geotechnical report obtained and provided to the Subcontractor in respect of the Site), and the local conditions, or any other condition or characteristic of the site affecting or which may affect its performance of Work under the Subcontract and has obtained all necessary information as to risks, contingencies and other circumstances which could have an effect on the performance and cost of executing Work under the Subcontract; and
- (c) carried out all investigations and obtained all appropriate professional and technical advice on all matters and circumstances in respect of the matters referred to in

paragraphs (i)-(iii) above prior to execution of the Subcontract. In particular, the Subcontractor acknowledges that:

- (i) any geotechnical information provided by the Main Contractor was intended only to provide an initial indication as to the soil conditions and was in no way intended to warrant the Site conditions;
- (ii) any survey information provided by the Main Contractor was intended only to provide an initial indication as to the existing services and was in no way intended to warrant the Site conditions.

12.1 Definition

Latent Conditions are physical conditions on the land, including artificial things but excluding weather conditions and the Excluded Conditions, which differ materially from the physical conditions which should, having regard to the express warranties contained in Clause 12.1A, reasonably have been anticipated by a competent subcontractor at the time of the Subcontractor's tender if the Subcontractor had examined:

- (a) all written information made available by the Main Contractor to the Subcontractor for the purpose of tendering;
- (b) all information influencing the risk allocation in the Subcontractor's tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the Site and its near surrounds.

[Notwithstanding anything in this Clause 12, the presence of any Excluded Condition in or on the Site or the land is not a Latent Condition.]

12.2 Notification

- (a) The Subcontractor, upon becoming aware of a Latent Condition while carrying out Work under the Subcontract, shall within 2 Business Days, and in any event before the Latent Condition is further disturbed, give the Main Contractor's Representative written notice of the general nature thereof.
- (b) Within 3 Business Days after providing the notice pursuant to Subclause 12.2(a), the Subcontractor shall give the Main Contractor's Representative a written statement of:
 - (i) the Latent Condition encountered and the respects in which it differs materially;
 - (ii) the additional work, resources, time and cost which the Subcontractor estimates to be necessary to deal with the Latent Condition; and
 - (iii) other details reasonably required by the Main Contractor's Representative.
- (c) Within 7 Business Days of receipt of the last of the notices required by Clauses (a) and (b) above, the Main Contractor's Representative shall:
 - (i) issue a direction as to whether the condition is a Latent Condition; and
 - (ii) if the condition notified is determined to be a Latent Condition direct the measures the Subcontractor is to take to deal with the Latent Condition.

12.3 Variation

The Subcontractor accepts the risk of:

- (a) the Excluded Conditions; and
- (b) Latent Conditions which are not Main Contract Latent Conditions,

and shall have no claim (including an extension of time) against the Main Contractor (including for any damage, loss or delay) arising out of or in connection with such Excluded Conditions or Latent Conditions.

Without limiting the paragraph above, the Subcontractor warrants that the Contract Sum and the program include appropriate contingency for the risk of the Excluded Conditions.

If:

- (c) the Main Contractor's Representative determines that the condition notified is a Main Contract Latent Condition;
- (d) the Subcontractor has strictly complied with Clause 12.2; and
- (e) the Main Contractor's Representative directs the Subcontractor to take measures to overcome the Latent Condition pursuant to Clause 12.2(c)(ii),

the effect of the said Latent Condition shall be a deemed variation, priced having no regard to additional cost incurred more than 2 Business Days before the date on which the Subcontractor gave the notice required by clause 12.2(a) but so as to include the Subcontractor's other costs for each compliance with Clause 12.2(c)(ii).

In pricing any variation pursuant to this Clause 12.3 the Subcontractor shall only be entitled to the direct costs of overcoming the Latent Condition and is not entitled to any amount for profit or offsite overheads.

The Subcontractor shall not be entitled to make any claim on the Main Contractor if it does not strictly comply with Clause 12.2 for any loss, cost, expense or damages incurred or which it becomes liable in respect to a Latent Condition.

12.4 [Not Used]

13. Patents, copyright and other intellectual property rights

The Main Contractor warrants that unless otherwise provided in the Subcontract—

- (a) design;
- (b) materials;
- (c) documents; and
- (d) methods of working,

specified in the Subcontract or provided or directed by the Main Contractor or the Main Contractor's Representative will not infringe any patent, registered design, trademark or name, copyright or other protected right.

The Subcontractor warrants that any other design, materials, documents and methods of working provided by the Subcontractor will not infringe any patent, registered design, trademark or name, copyright or other protected right.

14. Legislative Requirements

14.1 Compliance

The Subcontractor shall satisfy all Legislative Requirements except those in the Annexure or directed by the Main Contractor's Representative to be satisfied by or on behalf of the Main Contractor.

The Subcontractor must comply with the version of the Building Code of Australia applicable to any building approval for the Works. Without limiting the Subcontractor's obligations under this Subcontract, the Subcontractor shall have no Claim against the Main Contractor including for an extension of time in respect of any additional time or cost required to bring the Works or Work under the Subcontract into compliance with the Building Code of Australia.

The Subcontractor, upon finding that a Legislative Requirement is at variance with the Subcontract, shall promptly give the Main Contractor's Representative written notice thereof.

14.2 Changes

If a change in a Legislative Requirement necessitates a change to the works (a "**Change**") the Subcontractor must:

- (a) subject to obtaining the prior written approval of the Main Contractor, cause the Works to be redesigned to accommodate the Change;
- (b) obtain all necessary approvals for the Change; and
- (c) incorporate the Change into the Works.

If a Legislative Requirement:

- (d) necessitates a Change:
 - (i) to the Works;
 - (ii) to so much of Work under the Subcontract as is identified in the Annexure;
 - (iii) being the provision of services by a municipal, public or other statutory authority in connection with Work under the Subcontract; or
 - (iv) in a fee or charge or payment of a new fee or charge;
- (e) comes into effect after the day the Subcontract was executed and could not reasonably then have been anticipated by a competent subcontractor;
- (f) causes the Subcontractor to incur more or less cost than otherwise would have been incurred; and
- (g) is a change in an Act or a regulation of the Commonwealth of Australia or the State in which the Works are being carried out,

the difference shall be assessed by the Main Contractor's Representative and added to or deducted from the Subcontract Sum provided the Subcontractor strictly complies with Clause 14.3.

The Subcontractor bears the risk (including of more or less cost) of any change in Legislative Requirement which is not from a change in an Act or a regulation of the Commonwealth of Australia or the State in which the Works are being carried out.

14.3 Condition precedent - change in legislative requirements

Within 14 days of the Subcontractor becoming aware of a Change to a Legislative Requirement applicable to the Works as provided by Clause 14.2, the Subcontractor will give the Main Contractor's Representative a written notice in relation to any Claim for a Change in a Legislative Requirement stating:

- (a) the relevant Legislative Requirement as at the date of executing the Subcontract;
- (b) the relevant Change to the Legislative Requirement;
- (c) if the change is a change in an Act or a regulation of the Commonwealth of Australia or the State in which the Works are being carried out, the additional work and additional cost necessitated by the change in the Legislative Requirement; and
- (d) the steps taken by the Subcontractor to mitigate the amount of additional work and additional cost caused by the change in Legislative Requirement.

14.4 Approvals

The Subcontractor shall:

- (a) at times agreed by the parties, or otherwise upon request by the Subcontractor or the Main Contractor's Representative, provide copies of any documents required by the Main Contractor or the Main Contractor's Representative which are relevant to the Subcontractor obtaining from an Authority any further approval required to complete Work under the Subcontract;
- (b) provide the Main Contractor and the Main Contractor's Representative with a copy of any application to an Authority concerning the Works at least 5 days before it is lodged with an Authority;
- (c) upon request by the Main Contractor or the Main Contractor's Representative inform the Main Contractor on the progress of, and give all other information in connection with, any application lodged by the Subcontractor, including providing the Main Contractor with copies of correspondence with the relevant Authorities; and
- (d) give to the Main Contractor's Representative a copy of any approval upon its receipt.

The Subcontractor shall give the Main Contractor copies of documents issued to the Subcontractor by municipal, public or other statutory authorities in respect of the Work under the Subcontract and, in particular, any approvals of work.

14.5 Goods and Services Tax

- (a) Definitions

Terms defined by the GST Law and used (without separate definition) in this Clause 14.5, shall have the meaning given to them by the GST Law.

(b) Treatment of GST

- (i) Unless the Subcontract states otherwise, the Subcontract Sum excludes GST.
- (ii) Where under the Subcontract a party is obliged to pay the other party an amount (including the Subcontract Sum) which excludes GST, the party shall pay the total of the amount and any GST incurred by the other party in respect of the taxable supply in respect of which the amount is payable.
- (iii) Where under the Subcontract a party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability suffered or incurred by that other party ("**Reimbursable Liability**") the party shall pay the total of the Reimbursable Liability (net of input tax credits available to the other party in respect of the Reimbursable Liability) and any GST incurred by the other party in respect of the taxable supply in respect of which the Reimbursable Liability is payable.
- (iv) Where under the Subcontract the parties agree to a provisional allowance for any Works under the Contract or otherwise (including any provisional sum), unless the allowance is expressed to include GST, it shall be taken to be exclusive of any GST.
- (v) No other provision of the Subcontract (including clause 14) shall operate to give the Subcontractor any Claim in connection with GST.

(c) Notification of GST Registration Status

- (i) The Subcontractor warrants to the Main Contractor that:
 - (A) the Subcontractor is registered for GST as at the date entering this Subcontract and shall maintain that registration until the issue of a final certificate under the Subcontract; and
 - (B) the ABN notified by the Subcontractor to the Main Contractor is correct.
- (ii) The Subcontractor shall immediately notify the Main Contractor if at any time the Subcontractor ceases to be registered for GST.

15. Protection of people and property

Except to the extent that the Main Contractor is required by Clause 49 to provide things or take measures, in so far as compliance with the requirements of the Subcontract permits, the Subcontractor shall—

- (a) provide all things and take all measures necessary to protect people and property;
- (b) avoid unnecessary interference with the passage of people and vehicles;
- (c) prevent nuisance and unreasonable noise and disturbance.

Without limiting the generality of the Subcontractor's obligations, they include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.

If the Subcontractor or the employees or agents of the Subcontractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Subcontractor shall promptly make good the damage and pay any compensation which the law requires the Subcontractor to pay.

If the Subcontractor fails to comply with an obligation under Clause 15 the Main Contractor may, in addition to any other remedy, perform the obligation on the Subcontractor's behalf and the cost incurred by the Main Contractor shall be a debt due from the Subcontractor to the Main Contractor.

16. Care of the work and reinstatement of damage

16.1 Care of the Work under the Subcontract

From and including the earlier of the date of commencement of work and the date on which the Subcontractor is given access to the Site to 4 p.m. on the Date of Substantial Completion of the Works, the Subcontractor shall be responsible for the care of the Work under the Subcontract.

Without limiting the generality of the Subcontractor's obligations, the Subcontractor shall be responsible for the care of unfixed items the value of which has been included in a payment certificate under Clause 42.1, things entrusted to the Subcontractor by the Main Contractor for the purpose of carrying out the Work under the Subcontract, things brought on to the Site by Secondary Subcontractors for that purpose, the Works, the Temporary Works and Constructional Plant and the Subcontractor shall provide the storage and protection necessary to preserve these items and things and the Works, the Temporary Works and Constructional Plant.

After 4 p.m. on the Date of Substantial Completion the Subcontractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Subcontractor and shall be liable for damage occasioned by the Subcontractor in the course of completing outstanding work or complying with obligations under Clauses 30.6, 31.1 and 37.

16.2 Reinstatement

If loss or damage (except loss or damage which is the direct consequence, without fault or omission on the part of the Subcontractor, of an Excepted Risk defined in Clause 16.3) occurs to anything while the Subcontractor is responsible for its care, the Subcontractor shall at the Subcontractor's own cost promptly make good the loss or damage.

16.3 Excepted Risks

The Excepted Risks are—

- (a) any negligent act or omission of the Principal, the Superintendent, the Main Contractor, the Main Contractor's Representative or the employees, consultants or agents of any of them;
- (b) any risk specifically excepted in the Subcontract;

- (c) war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
- (d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Subcontractor or the Subcontractor's employees or agents;
- (e) use or occupation by the Principal, the Main Contractor or the employees or agents of either of them or other contractors to the Principal or the Main Contractor (not being employed by the Subcontractor or a Nominated Subcontractor engaged by the Main Contractor pursuant to a prior contract the benefit of which has been assigned to the Subcontractor pursuant to the Subcontract) of any part of the Works or the Temporary Works;
- (f) defects in the design of the Work under the Subcontract other than a design provided by the Subcontractor.

17. Damage to Persons and property other than the Works

17.1 Indemnity by Subcontractor

The Subcontractor shall indemnify the Main Contractor against—

- (a) loss of or damage to property of the Main Contractor, including existing property in or upon which the Work under the Subcontract is being carried out;
- (b) claims by any Person against the Main Contractor in respect of personal injury or death or loss of or damage to any property,

arising out of as a consequence of carrying out by the Subcontractor of the Work under the Subcontract, but the Subcontractor's liability to indemnify the Main Contractor shall be reduced proportionally to the extent that the act or omission of the Main Contractor or employees or agents of the Main Contractor may have contributed to the loss, damage, death or injury.

Clause 17.1 shall not apply to—

- (i) the extent that the liability of the Subcontractor is limited by another provision of the Subcontract;
- (ii) exclude any other right of the Main Contractor to be indemnified by the Subcontractor;
- (iii) things for the care of which the Subcontractor is responsible under Clause 16.1;
- (iv) damage which is the unavoidable result of the construction of the Works in accordance with the Subcontract; and
- (v) claims in respect of the right of the Main Contractor to construct the Work under the Subcontract on the Site.

17.2 Indemnity by the Main Contractor

The Main Contractor shall indemnify the Subcontractor in respect of damage referred to in Clause 17.1(iv) and claims referred to in Clause 17.1(v).

18. Insurance of the Works

On or before the Date of Subcontract, the Main Contractor shall cause to have in force a policy of insurance in relation to the Work under the Subcontract in the terms of the policy or proposed policy included in the documents on which the Subcontractor tendered or if not so included, a copy of which was provided to the Subcontractor following receipt by the Main Contractor of a written request by the Subcontractor for a copy of the policy. The policy or proposed policy shall include the name of the insurer. The Main Contractor shall maintain or cause to be maintained the policy while ever the Subcontractor has an interest therein and the Main Contractor shall pay or cause to be paid all premiums thereon.

19. Public liability insurance

Before the Subcontractor commences work, the Subcontractor shall take out a Public Liability Policy of insurance noting the Principal, the Main Contractor, Secondary Subcontractors, the Subcontractor and any other person required by the Main Contractor, as interested parties and which covers the Principal, the Superintendent, the Main Contractor, the Main Contractor's Representative and the Subcontractor, all Secondary Subcontractors employed from time to time, and any other person required by the Main Contractor in relation to the Work under the Subcontract for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover the Subcontractor's liability to the Main Contractor and Main Contractor's liability to the Subcontractor for loss of or damage to property (other than property required to be insured by Clause 18) and the death of or injury to any Person (other than liability which is required by law to be insured under a Workers Compensation Policy of insurance).

The Public Liability Policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in the Annexure and, unless otherwise specified elsewhere in the Subcontract, shall be effected with an insurer and in terms both approved in writing by the Main Contractor which approvals shall not be unreasonably withheld. The policy shall be maintained until the Final Certificate is issued under Clause 42.8.

20. Insurance of employees

Before commencing work the Subcontractor shall insure against liability for death of or injury to Persons employed by the Subcontractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed.

The insurance shall be extended to indemnify the Principal and the Main Contractor for their respective statutory liabilities to Persons employed by the Subcontractor.

The Subcontractor shall ensure that every Secondary Subcontractor to the Subcontractor is similarly insured.

20A Insurance of Motor Vehicles

Before the Subcontractor commences any work under the Subcontract, the Subcontractor shall effect motor vehicle third party bodily injury and property damage liability insurance for a combined limit of not less than the sum stated in the Annexure, or if no amount is stated, \$20,000,000 in respect of all vehicles to be used by the Subcontractor (whether or not owned, rented or leased) in connection with the work under the Subcontract.

The insurance shall be maintained at all times that the vehicles are to be used by the Subcontractor in connection with the work under the Subcontract or are on the Site.

The insurance shall be effected with an insurer and on terms approved in writing by the Main Contractor, which approval shall not be unreasonably withheld.

The Subcontractor shall ensure that every Secondary Subcontractor is similarly insured.

20B Asbestos Liability Insurance

Prior to removing any asbestos, the Subcontractor shall, before the asbestos is disturbed, effect (or ensure that the subcontractor performing the relevant work effects) occurrence-based asbestos liability insurance in respect of the Site.

The asbestos liability insurance must—

- (a) be maintained for the duration of the asbestos removal work;
- (b) nominate the Main Contractor as an additional insured; and
- (c) be for an amount not less than the sum stated in the Annexure, or, if no amount is stated, an amount reasonably directed by the Main Contractor's Representative.

21. Inspection and provisions of insurance policies

21.1 Proof of insurance

Before the Subcontractor commences work and whenever requested in writing by the other party, a party liable to effect or maintain insurance shall produce evidence to the satisfaction and approval of the other party of the insurance effected and maintained.

The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Subcontract.

21.2 Failure to produce proof of insurance

If, after being requested in writing by the other party so to do, a party fails to produce evidence of compliance with insurance obligations under Clauses 18, 19 or 20 which is to the satisfaction and approval of the other party, the other party may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the party in default to the other party. Where the defaulting party is the Subcontractor, the Main Contractor may refuse payment until evidence of compliance with insurance obligations under Clauses 18, 19 or 20 is produced by the Subcontractor to the satisfaction and approval of the Main Contractor. The rights given by Clause 21.2 are in addition to any other right.

21.3 Notices from or to the insurer

The party effecting insurance under Clause 18 or 19 shall ensure that each policy of insurance contains provisions acceptable to the other party that will—

- (a) require the insurer, whenever the insurer gives the Principal, the Main Contractor or the Subcontractor, a notice of cancellation or other notice concerning the policy, at the same time, to inform the other party in writing that the notice has been given;

- (b) provide that a notice of claim given to the insurer by the Principal, the Superintendent, the Main Contractor, the Main Contractor's Representative or the Subcontractor shall be accepted by the insurer as a notice of claim given by the Principal, the Superintendent, the Main Contractor, the Main Contractor's Representative and the Subcontractor; and
- (c) require the insurer, whenever the party fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Principal, the Main Contractor and the Subcontractor and prior to the insurer giving any notice of cancellation.

21.4 Notices of potential claims

The Subcontractor shall, as soon as practicable, inform the Main Contractor in writing of any occurrence that may give rise to a claim under a policy of insurance required by Clause 18 or 19 and shall keep the Main Contractor informed of subsequent developments concerning the claim. The Subcontractor shall ensure that Secondary Subcontractors in respect of their operations similarly inform the Main Contractor.

Where a policy of insurance required by the Subcontract has been effected by the Main Contractor, the Main Contractor shall similarly inform the Subcontractor.

21.5 Settlement of claims

Upon settlement of a claim under the insurance specified by Clause 18—

- (a) to the extent that the Work under the Subcontract needing reinstatement has been the subject of a payment or allowance by the Main Contractor to the Subcontractor, if the Subcontractor has not completed reinstatement of that work, moneys received shall, if not paid into a joint account pursuant to the Main Contract, be paid into a trust account in the name of the Main Contractor at a bank agreed upon by the parties. As the Subcontractor proceeds to reinstate the loss or damage, the Main Contractor's Representative shall certify against the Subcontract trust account for the cost of reinstatement; and
- (b) to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Main Contractor to the Subcontractor, the Subcontractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Subcontractor relating to that Work under the Subcontract (including the supply of goods and materials on Site whether or not incorporated in the Works).

21.6 Cross liability

Any insurance required to be effected by the Subcontractor in joint names in accordance with the Subcontract other than the insurance referred to in Clause 20, shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the Persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the Persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

22. Clerk of Works and inspectors

The Main Contractor's Representative shall forthwith notify the Subcontractor in writing of the name of any Clerk of Works or inspector appointed by the Principal or the Superintendent.

23. Main Contractor's Representative

The Main Contractor shall ensure that at all times there is a Main Contractor's Representative and that in the exercise of the functions of the Main Contractor's Representative under the Subcontract, the Main Contractor's Representative—

- (a) acts honestly and fairly;
- (b) acts within the time prescribed under the Subcontract or where no time is prescribed, within a reasonable time; and
- (c) arrives at a reasonable measure or value of work, quantities or time.

If, pursuant to a provision of the Subcontract enabling the Main Contractor's Representative to give directions, the Main Contractor's Representative gives a direction, the Subcontractor shall comply with the direction.

In Clause 23, 'direction' includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Except where the Subcontract otherwise provides, a direction may be given orally but the Main Contractor's Representative shall as soon as practicable confirm it in writing.

If the Subcontractor in writing requests the Main Contractor's Representative to confirm an oral direction, the Subcontractor shall not be bound to comply with the direction until the Main Contractor's Representative confirms it in writing.

24. Directions by others

The Main Contractor's Representative may from time to time appoint individuals to exercise any functions of the Main Contractor's Representative under the Subcontract but not more than one such individual shall be delegated the same function at the same time. The appointment of such an individual shall not prevent the Main Contractor's Representative from exercising any function.

The Main Contractor's Representative shall forthwith notify the Subcontractor in writing of—

- (a) the appointment and the name of each individual so appointed and the functions delegated to that individual;
- (b) the termination of the appointment of each individual.

If the Subcontractor makes a reasonable objection to the appointment of any such individual, the Main Contractor's Representative shall terminate the appointment.

No direction shall have any force or effect under the Subcontract unless given by the Main Contractor's Representative or an individual authorized to give that direction.

If anyone other than the Main Contractor's Representative or any individual so authorized by the Main Contractor's Representative purports to give the Subcontractor a direction, the Subcontractor shall forthwith notify the Main Contractor's Representative.

25. Subcontractor's representative

The Subcontractor shall personally superintend the execution of the Work under the Subcontract or, at all times during which any activities relating to the execution of the Work under the Subcontract are taking place, have a competent representative present on the Site and, if required by the Main Contractor's Representative, at other places at which activities relating to the execution of the Work under the Subcontract are taking place.

The Subcontractor shall forthwith notify the Main Contractor's Representative in writing of the name of the representative and of any subsequent changes. Any direction defined in Clause 23 shall—

- (a) if it relates to the execution of work on the Site and is given to the representative on the Site; or
- (b) if it relates to the execution of work at any other place and is given to the representative at the other place,

be deemed to have been given to the Subcontractor.

Matters within the knowledge of a representative of the Subcontractor shall be deemed to be within the knowledge of the Subcontractor.

If the Main Contractor's Representative makes a reasonable objection to the appointment of a representative, the Subcontractor shall terminate the appointment and appoint another representative.

26. Control of Subcontractor's employees and Secondary Subcontractors

The Main Contractor's Representative may direct the Subcontractor to have removed from the Site or from any activity connected with the Work under the Subcontract, within such time as the Main Contractor's Representative directs, any Person employed in connection with the Work under the Subcontract who, in the opinion of the Main Contractor's Representative, is guilty of misconduct or is incompetent or negligent. The Person shall not thereafter be employed on the Site or on activities connected with the Work under the Subcontract without the prior written approval of the Main Contractor's Representative.

27. Site

27.1 Access to Site

The Main Contractor shall on or before the expiration of the time stated in the Annexure give the Subcontractor access to the Site or sufficient of the Site to enable the Subcontractor to commence work. If the Main Contractor has not given the Subcontractor access to the whole Site, the Main Contractor shall from time to time give the Subcontractor access to such further parts of the Site as may be necessary to enable the Subcontractor to execute the Work under the Subcontract in accordance with the requirements of the Subcontract. The Main Contractor

shall advise the Subcontractor in writing of the date upon which access to the Site or any part thereof will be available.

Notwithstanding the provisions of Clause 27.1, if the Subcontractor is in breach of Clause 21.1, the Main Contractor may refuse to give the Subcontractor access to the Site or any part of the Site until the Subcontractor has complied with the requirements of Clause 21.1.

The Subcontractor is not entitled to sole possession of any part of the Site. The Subcontractor acknowledges that the Main Contractor and others will be carrying out work on the Site concurrently with the performance of the Work under the Subcontract.

27.2 Access for the Main Contractor and others

The Subcontractor shall allow to the Main Contractor, to the Main Contractor's Representative, to the Principal, to the Superintendent, to other authorized consultants for the Main Contract Works and to their respective authorized representatives, to the Clerk of Works and inspectors under the Main Contract, to other Subcontractors and to others engaged by the Main Contractor or the Principal, access at all reasonable times to the Works.

The Subcontractor shall also allow to the Main Contractor, the Main Contractor's Representative, the Principal, the Superintendent, to other authorized consultants for the Main Contract Works and to their respective authorized representatives, and to the Clerk of Works and inspectors access to all places where Work Under the Subcontract is being performed and shall provide all facilities for such access as may be reasonably necessary.

If requested by the Subcontractor, the Main Contractor shall provide to the Subcontractor the names of the Persons entitled to such access.

The Subcontractor's sole entitlement in respect of interference caused by any Person referred to in this Clause shall be to claim an extension of time strictly in accordance with Clause 35.

27.3 Delivery of materials to and work on Site before access

Until access to the Site or part of the Site is given to the Subcontractor under Clause 27.1, the Subcontractor shall not deliver materials to or perform work on the Site or part of the Site, as the case may be, unless approval is given in writing by the Main Contractor's Representative.

27.4 Use of Site by Subcontractor

Unless the Subcontract otherwise provides or the Main Contractor's Representative gives prior written approval, the Subcontractor shall not use the Site or allow it to be used for—

- (a) camping;
- (b) residential purposes; or
- (c) any purpose not connected with the Work under the Subcontract.

27.5 Finding of minerals, fossils and relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall, as between the parties, be and remain the property of the Main Contractor. Immediately upon the discovery of

these things the Subcontractor shall take precautions to prevent their loss, removal or damage and shall notify the Main Contractor's Representative of the discovery.

If compliance with obligations under Clause 27.5 causes the Subcontractor to incur more or less cost than the Subcontractor could reasonably have anticipated at the Date of Subcontract, the difference shall be valued under Clause 40.5.

28. Setting out the Works

28.1 Setting out

The Main Contractor's Representative shall supply to the Subcontractor the information and survey marks necessary to enable the Subcontractor to set out the Works and the survey marks specified in the Subcontract. Upon receipt of any necessary information and survey marks, the Subcontractor shall set out the Works in accordance with the Subcontract and shall provide all instruments and things necessary for that purpose.

28.2 Care of survey marks

The Subcontractor shall keep in their true positions all survey marks supplied by the Main Contractor's Representative.

If a survey mark is disturbed or obliterated, the Subcontractor shall immediately notify the Main Contractor's Representative and, unless the Main Contractor's Representative otherwise directs, the Subcontractor shall reinstate the survey mark.

If the disturbance or obliteration is caused by a Person other than the Subcontractor, or a Secondary Subcontractor to the Subcontractor or the agents of either of them, the cost incurred by the Subcontractor in reinstating the survey mark shall be valued under Clause 40.5.

28.3 Errors in setting out

If the Subcontractor discovers an error in the position, level, dimensions or alignment of any Work under the Subcontract, the Subcontractor shall immediately notify the Main Contractor's Representative and, unless the Main Contractor's Representative otherwise directs, the Subcontractor shall rectify the error.

If the error has been caused by incorrect information, survey marks or data supplied by the Main Contractor's Representative, the cost incurred by the Subcontractor in rectifying the error shall be valued under Clause 40.5.

28.4 Survey mark defined

'Survey mark' in Clause 28 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Subcontract.

28.5 Existing services and utilities

- (a) The Subcontractor warrants that it has carried out all investigations and obtained appropriate professional advice in relation to the existing services and Utilities on and below the surface of, and in connection with, the Site.
- (b) The Subcontractor shall do all acts, matters and things necessary (at the Subcontractor's cost and without an extension of time) to:
 - (i) identify the nature, extent and location of any existing services and Utilities on and in connection with the Site; and
 - (ii) protect the same from damage, unless the Subcontract expressly requires the Subcontractor to remove or modify the Utility.
- (c) The Subcontractor:
 - (i) hereby assumes the entire risk associated with and arising out of the existing services and Utilities to remain on the Site;
 - (ii) shall have no claim, and hereby releases the Main Contractor, from all claims, demands, suits, causes of action and proceedings which the Subcontractor may at any time have against the Main Contractor arising out of or in connection with the existing services or Utilities on the Site; and
 - (iii) hereby indemnifies and agrees to keep indemnified the Main Contractor from and against all claims, demands, suits, causes of action or proceedings arising out of or in connection with damage to the existing services or Utilities on the site to the extent the damage is caused by the carrying out of the Work under the Contract,

but only to the extent that the risks associated with and arising out of the existing services and Utilities could have been reasonably contemplated by the Subcontractor having regard to the matters set out at subclauses (a) and (b) above and acting as a competent subcontractor.

29. Materials, labour and Constructional Plant

29.1 Provision of materials, labour and Constructional Plant

Except to the extent that the Subcontract otherwise provides, the Subcontractor shall supply everything necessary for the proper performance of the Subcontractor's obligations and discharge of the Subcontractor's liabilities under the Subcontract.

29.2 Removal of materials and Constructional Plant

From time to time the Main Contractor's Representative may by written notice to the Subcontractor direct the Subcontractor not to remove from the Site Constructional Plant or materials. Thereafter, the Subcontractor shall not remove the materials or the Constructional Plant without the prior written approval of the Main Contractor's Representative, which approval shall not be unreasonably withheld.

29.3 Manufacture and supply of materials

The Main Contractor's Representative may direct the Subcontractor to supply particulars of—

- (a) the mode and place of manufacture;
- (b) the source of supply;
- (c) the performance capacities; and
- (d) other information,

in respect of any materials, machinery or equipment to be supplied by the Subcontractor under or used in connection with the Subcontract.

30. Materials and work

30.1 Quality of materials and work

The Subcontractor shall use the materials and standards of workmanship required by the Subcontract. In the absence of any requirement to the contrary, the Subcontractor shall use suitable new materials.

30.2 Quality Assurance*

The Subcontractor shall, if requirements are so stated in the Subcontract—

- (a) plan, establish and maintain a quality system which conforms to those requirements;
- (b) provide the Main Contractor's Representative with access to the quality system of the Subcontractor and each of the Secondary Subcontractors to the Subcontractor to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the Subcontract and to document such compliance. Such system shall not relieve the Subcontractor of the responsibility to comply with the Subcontract.

Guidance note: The inclusion of Quality Assurance requirements in the Subcontract will require detailed clauses in the Specification or elsewhere in the Subcontract which have regard to the Quality Standard selected for the work.

30.3 Defective materials or work

If the Main Contractor's Representative discovers material or work provided by the Subcontractor which is not in accordance with the Subcontract, the Main Contractor's Representative may direct the Subcontractor to—

- (a) remove the material from the Site;
- (b) demolish the work;
- (c) reconstruct, replace or correct the material or work; or
- (d) not to deliver the material or work to the Site.

The Main Contractor's Representative may direct the times within which the Subcontractor must commence and complete the removal, demolition, replacement or correction.

If the Subcontractor fails to comply with the direction issued by the Main Contractor's Representative pursuant to Clause 30.3 within the time specified by the Main Contractor's Representative in the direction and provided the Main Contractor's Representative has given the Subcontractor notice in writing that after the expiry of 5 Days from the date on which the Subcontractor receives the notice the Main Contractor intends to have the work carried out by other Persons, the Main Contractor may have the work of removal, demolition, replacement or correction carried out by other Persons and the cost incurred by the Main Contractor in having the work so carried out shall be a debt due from the Subcontractor to the Main Contractor.

30.4 Variations due to defective materials or work

Instead of a direction under Clause 30.3, the Main Contractor's Representative may direct a variation pursuant to Clause 40. The variation shall be valued under Clause 40.5 and—

- (a) if the variation causes an increase or decrease in the value to the Main Contractor of the Works, regard shall also be had to the increase or decrease; and
- (b) if the variation results in the Subcontractor incurring more or less cost than would reasonably have been incurred had the Subcontractor been given a direction under Clause 30.3, regard shall also be had to the difference.

30.5 Acceptance of defective materials or work

Instead of a direction under Clause 30.3 or 30.4, the Main Contractor's Representative may notify the Subcontractor that the Main Contractor elects to accept the material or work notwithstanding that it is not in accordance with the Subcontract. In that event the resulting increase or decrease in the value to the Main Contractor of the Works and any other loss suffered by the Main Contractor shall be valued under Clause 40.5.

30.6 Generally

The Main Contractor's Representative shall give either a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5 as soon as practicable after the Main Contractor's Representative becomes aware that material or work is not in accordance with the Subcontract. The Main Contractor's Representative may give the direction or notice at any time before the issue of the Final Certificate under Clause 42.8.

Except to the extent that to do so would be inconsistent with a direction under Clause 30.4 or a notice under Clause 30.5 and notwithstanding that the Main Contractor's Representative has not given a direction under Clause 30.3, the Subcontractor shall promptly remove, demolish, replace or correct material or work that is not in accordance with the Subcontract.

A progress payment, or a test or a failure by the Main Contractor's Representative or anyone else to disapprove any material or work shall not prejudice the power of the Main Contractor's Representative to subsequently give a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5.

Nothing in Clause 30 shall prejudice any other right which the Main Contractor may have against the Subcontractor arising out of the failure of the Subcontractor to provide material or work in accordance with the Subcontract.

The Main Contractor's Representative shall not be obliged to give a direction under Clause 30.4 or a notice under Clause 30.5 to assist the Subcontractor.

31. Examination and testing

31.1 Main Contractor's Representative may order tests

In Clause 31 'test' includes examine and measure.

At any time prior to the issue of the Final Certificate, the Main Contractor's Representative may direct that any material or Work under the Subcontract be tested. The Subcontractor shall provide such assistance and samples and make accessible such parts of the Work under the Subcontract as may be required by the Main Contractor's Representative. On completion of the tests, the Subcontractor shall make good the Work under the Subcontract so that it fully complies with the Subcontract.

31.2 Covering up of work

The Main Contractor's Representative may direct that any part of the Work under the Subcontract shall not be covered up or made inaccessible without the Main Contractor's Representative's prior approval.

31.3 Who conducts tests

Tests shall be conducted as provided in the Subcontract or by the Main Contractor's Representative or a Person (which may include the Subcontractor) nominated by the Main Contractor's Representative.

31.4 Notice of tests

Before conducting a test under the Subcontract, the party conducting the test, being the Main Contractor's Representative or the Subcontractor, shall give reasonable notice in writing to the other of the time, date and place of the test. If the other does not then attend, the test may nevertheless proceed.

31.5 Procedure if tests delayed

Without prejudice to any other right, if the Subcontractor or the Main Contractor's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

31.6 Results of tests

Results of tests shall be promptly made available by each party to the other and to the Main Contractor's Representative.

31.7 Costs of testing

Costs of and incidental to testing shall be valued under Clause 40.5 and shall be borne by the Main Contractor or paid by the Main Contractor to the Subcontractor unless—

- (a) the Subcontract provides that the Subcontractor shall bear the costs or the test is one which the Subcontractor was required to conduct other than pursuant to a direction under Clause 31.1;
- (b) the test shows that the material or work is not in accordance with the Subcontract;
- (c) the test is in respect of Work under the Subcontract covered up or made inaccessible without the Main Contractor's Representative's prior approval where such was required;
- (d) the test is consequent upon a failure of the Subcontractor to comply with a requirement of the Subcontract.

Where such costs are not to be borne by the Main Contractor, they shall be borne by the Subcontractor or paid by the Subcontractor to the Main Contractor.

31.8 Access for testing

If during the Defects Liability Period—

- (a) the Main Contractor or the Main Contractor's Representative asserts that material or work is not in accordance with the Subcontract; and
- (b) the Subcontractor requests permission to test the material or work,

the Main Contractor shall not unreasonably refuse the Subcontractor access to test the material or work.

32. Working hours

The working hours and working Days shall be as stated in the Subcontract and if not so stated as notified by the Main Contractor's Representative to the Subcontractor prior to commencement of work on Site and shall not be varied without the prior approval of the Main Contractor's Representative except when, in the interests of safety of the Work under the Subcontract or to protect life or property the Subcontractor finds it necessary to carry out work outside the working hours or on other than the working Days stated in the Subcontract. In such cases the Subcontractor shall notify the Main Contractor's Representative in writing of the circumstances as early as possible.

All costs attributable to the contract administration by or on behalf of the Main Contractor of work during times approved pursuant to the last paragraph shall be borne by the Main Contractor.

33. Progress and programming of the Works

33.1 Rate of progress

The Subcontractor shall proceed with the Work under the Subcontract with due expedition and without delay.

The Subcontractor shall not suspend the progress of the whole or any part of the Work under the Subcontract except where the suspension is under Clause 44.9 or is directed or approved by the Main Contractor's Representative under Clause 34.

The Subcontractor shall give the Main Contractor's Representative reasonable advance notice of when the Subcontractor requires any information, materials, documents or instructions from the Main Contractor's Representative, the Main Contractor, the Superintendent or the Principal.

Upon the request of the Main Contractor's Representative, the Subcontractor shall provide to the Main Contractor's Representative all information which may be reasonably required to enable the proper coordination of the Main Contract Works.

Upon the request of the Subcontractor, the Main Contractor's Representative shall provide to the Subcontractor all information which may be reasonably required to enable the proper coordination of the Work under the Subcontract with the Main Contract Works.

The Main Contractor and the Main Contractor's Representative shall not be obliged to furnish any information, materials, documents or instructions earlier than the Main Contractor or the Main Contractor's Representative, as the case may be, should reasonably have anticipated at the Date of Subcontract.

The Subcontractor shall permit the execution of work on the Site by Persons engaged by the Main Contractor or the Principal and shall co-operate with the Main Contractor's other Subcontractors and with others engaged by the Main Contractor or the Principal and subject to the Main Contractor being responsible for the overall coordination of the Work under the Subcontract into the Main Contract Works, the Main Contractor and the Subcontractor agree to coordinate the execution of the Work under the Subcontract with the execution of the Main Contract Works.

The Main Contractor's Representative may direct in what order and at what time the various stages or parts of the Work under the Subcontract shall be performed. If the Subcontractor can reasonably comply with the direction, the Subcontractor shall do so. If the Subcontractor cannot reasonably comply, the Subcontractor shall notify the Main Contractor's Representative in writing, giving reasons.

If compliance with the direction causes the Subcontractor to incur more or less cost than otherwise would have been incurred had the Subcontractor not been given the direction, the difference shall be valued under Clause 40.5.

33.2 Construction program

For the purposes of Clause 33, a 'construction program' is a statement in writing showing the dates by which, or the times within which, the various stages or parts of the Work under the Subcontract are to be executed or completed.

A construction program shall not affect rights or obligations in Clause 33.1.

The Subcontractor may voluntarily furnish to the Main Contractor's Representative a construction program.

The Main Contractor's Representative may direct the Subcontractor to furnish to the Main Contractor's Representative a construction program within the time and in the form directed by the Main Contractor's Representative.

The Subcontractor shall not, without reasonable cause, depart from—

- (a) a construction program included in the Subcontract; or
- (b) a construction program furnished to the Main Contractor's Representative.

The furnishing of a construction program or of a further construction program shall not relieve the Subcontractor of any obligations under the Subcontract including the obligation to not, without reasonable cause, depart from an earlier construction program.

34. Suspension of the Works

34.1 Suspension by the Main Contractor's Representative

If the Main Contractor's Representative considers that the suspension of the whole or part of the Work under the Subcontract is necessary—

- (a) because of an act or omission of—
 - (i) the Principal, the Superintendent or an employee, consultant or agent of the Principal; or
 - (ii) the Main Contractor, the Main Contractor's Representative, another Subcontractor or an employee or agent of any of them;
 - (iii) the Subcontractor, a Secondary Subcontractor to the Subcontractor or an employee or agent of either;
- (b) for the protection or safety of any Person or property; or
- (c) to comply with an order of a court,

the Main Contractor's Representative shall direct the Subcontractor to suspend the progress of the whole or part of the Work under the Subcontract for such time as the Main Contractor's Representative thinks fit.

34.2 Suspension by Subcontractor

If the Subcontractor wishes to suspend the whole or part of the Work under the Subcontract, otherwise than under Clause 44.9, the Subcontractor shall obtain the prior approval of the Main Contractor's Representative. The Main Contractor's Representative may approve of the suspension and may impose conditions of approval.

34.3 Recommencement of work

As soon as the Main Contractor's Representative becomes aware that the reason for any suspension no longer exists, the Main Contractor's Representative shall direct the Subcontractor to recommence work on the whole or on the relevant part of the Work under the Subcontract.

If work is suspended pursuant to Clause 34.2 or 44.9, the Subcontractor may recommence work at any time after reasonable advance notice to the Main Contractor's Representative.

34.4 Cost of suspension

Any cost incurred by the Subcontractor by reason of a suspension under Clause 34.1 or Clause 34.2 shall be borne by the Subcontractor but if the suspension is due to an act or

omission of the Principal, the Superintendent or an employee, consultant or agent of the Principal, or is due to an act, default or omission of the Main Contractor, the Main Contractor's Representative or an employee or agent of either of them, and the suspension causes the Subcontractor to incur more or less cost than otherwise would have been incurred but for the suspension, the difference shall be valued under Clause 40.5.

34.5 Effect of suspension

Suspension shall not affect the Date for Substantial Completion but the cause of suspension may be a ground for extension of time under Clause 35.5.

35. Times for commencement and Substantial Completion

35.1 Time for commencement of work on the Site

The Subcontractor shall give the Main Contractor's Representative 7 Days' notice of the date upon which the Subcontractor proposes to commence work on the Site.

The Main Contractor's Representative may reduce the period of notice required.

The Subcontractor shall commence work on the Site within 14 Days after the Main Contractor has given the Subcontractor possession of sufficient of the Site to enable the Subcontractor to commence work.

The Main Contractor's Representative may extend the time for commencement of work on the Site.

35.2 Time for Substantial Completion

The Subcontractor shall execute the Work under the Subcontract to Substantial Completion by the Date for Substantial Completion.

Upon the Date of Substantial Completion the Subcontractor shall give possession of the Works to the Main Contractor.

35.3 Separable Portions

The interpretations of—

- (a) Date for Substantial Completion;
- (b) Date of Substantial Completion;
- (c) Substantial Completion,

and Clauses 5.7, 16, 35, 37, 38, 42.3 and 42.5 shall apply separately to each Separable Portion and references therein to the Works and to Work under the Subcontract shall mean so much of the Works and the Work under the Subcontract as is comprised in the relevant Separable Portion.

If the Subcontract does not make provision for the amount of security, retention moneys, liquidated damages or bonus applicable to a Separable Portion, the respective amounts applicable shall be such proportion of the security, retention moneys, liquidated damages or

bonus applicable to the whole of the Work under the Subcontract as the value of the Separable Portion bears to the value of the whole of the Work under the Subcontract.

35.4 Use of partly completed Works

If a part of the Works has reached Substantial Completion but another part of the Works has not reached Substantial Completion and the parties cannot agree upon the creation of Separable Portions, the Main Contractor's Representative may determine that the respective parts shall be Separable Portions.

In using the Separable Portion that has reached Substantial Completion, the Main Contractor shall not hinder the Subcontractor in the performance of the Work under the Subcontract.

35.5 Extension of time for Substantial Completion

Within 5 Business Days of when the Subcontractor should reasonably have become aware that anything, including an act or omission of the Principal, the Superintendent, the Main Contractor, the Main Contractor's Representative, the Main Contractor's other Subcontractors or the employees, consultants, other contractors or agents of any of them may delay the Work under the Subcontract, the Subcontractor shall promptly notify the Main Contractor's Representative in writing with details of the possible delay and the cause.

When it becomes evident to the Main Contractor that anything which the Main Contractor is obliged to do or provide under the Subcontract may be delayed, the Main Contractor shall give notice to the Main Contractor's Representative who shall notify the Subcontractor in writing of the extent of the likely delay.

If the Subcontractor is or will be delayed in reaching Substantial Completion by a cause described in the next paragraph and within 14 Days after the delay occurs the Subcontractor gives the Main Contractor's Representative a written claim for an extension of time for Substantial Completion setting out the facts on which the claim is based, the Subcontractor shall be entitled to an extension of time for Substantial Completion.

The causes are any of the following events whether occurring before, on or after the Date for Substantial Completion—

- (a) delays caused by—
 - (i) the Principal;
 - (ii) the Superintendent;
 - (iii) the Main Contractor;
 - (iv) the Main Contractor's Representative;
 - (v) the Main Contractor's other Subcontractors;
 - (vi) the employees, consultants, other contractors or agents of any of the above;
- (b) actual quantities of work being greater than the quantities in the Bill of Quantities or the quantities determined by reference to the upper limit of accuracy stated in the Annexure (otherwise than by reason of a variation directed under Clause 40);
- (c) Main Contract Latent Conditions;

- (d) variations directed under Clause 40;
- (e) a change in Legislative Requirement in respect of which the Subcontractor is entitled to additional payment pursuant to Clause 14.2;
- (f) any breach of the Subcontract by the Main Contractor;

Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in the preceding paragraph, then to the extent that the delays are concurrent, the Subcontractor shall not be entitled to an extension of time for Substantial Completion.

In determining whether the Subcontractor is or will be delayed in reaching Substantial Completion regard shall not be had to—

- (i) whether the Subcontractor can reach Substantial Completion by the Date for Substantial Completion without an extension of time;
- (ii) whether the Subcontractor can, by committing extra resources or incurring extra expenditure, make up the time lost.

With any claim for an extension of time for Substantial Completion, or as soon as practicable thereafter, the Subcontractor shall give the Main Contractor's Representative written notice of the number of Days extension claimed.

Updates to an extension of time claim for an ongoing delay shall be submitted by the Subcontractor to the Main Contractor at weekly intervals thereafter during the period of the delay until the delay has ceased.

If the Subcontractor is entitled to an extension of time for Substantial Completion the Main Contractor's Representative shall, within a reasonable period of time after receipt of the notice of the number of Days extension claimed, grant a reasonable extension of time. If within a reasonable period of time the Main Contractor's Representative does not grant the full extension of time claimed, the Main Contractor's Representative shall before the expiration of the 35 Days or within a reasonable period of time give the Subcontractor notice in writing of the reason.

In determining a reasonable extension of time for an event causing delay, the Main Contractor's Representative shall have regard to whether the Subcontractor has taken all reasonable steps to preclude the occurrence of the cause and minimize the consequences of the delay.

The Main Contractor may in its absolute discretion and for its sole benefit grant an extension of time for Substantial Completion for any reason, whether or not the Subcontractor has claimed, or is entitled to the extension of time.

The fact that the Subcontractor is not entitled to an extension of time for a delay or is entitled but is not granted an appropriate extension of time in a timely manner, will not cause the Date for Substantial Completion to be set at large.

35.6 Liquidated Damages

If the Subcontractor fails to reach Substantial Completion by the Date for Substantial Completion the Subcontractor shall be indebted to the Main Contractor for—

- (a) extra costs incurred by the Main Contractor for extended overheads and other damages excluding damages referred to in Clause 35.6(b); and

- (b) if the failure by the Subcontractor causes the Main Contractor to be in breach of the Main Contract, damages whether liquidated or otherwise which the Main Contractor thereby becomes liable to pay the Principal.

The Subcontractor's indebtedness under Clause 35.6(a) shall be liquidated and the Subcontractor shall pay the Main Contractor liquidated damages at the rate stated in the Annexure for every Day after the Date for Substantial Completion to and including the Date of Substantial Completion or the date that the Subcontract is terminated under Clause 44, whichever first occurs.

The Subcontractor's indebtedness under Clause 35.6(b) is not included in the liquidated damages applicable to Clause 35.6(a).

If after the Subcontractor has paid damages, liquidated or otherwise, or such damages have been deducted, the time for Substantial Completion is extended, the Main Contractor shall forthwith repay to the Subcontractor any damages paid or deducted in respect of the period up to and including the new Date for Substantial Completion.

The Subcontractor acknowledges that the Liquidated Damages provided for in this Clause are a genuine pre-estimate of the Main Contractor's loss and not a penalty.

35.7 Limit on Liquidated Damages

The Subcontractor's liability under Clause 35.6(a) is limited to the amount stated in the Annexure.

The Subcontractor's liability under Clause 35.6(b) is limited to the amount stated in the Annexure.

35.8 Early Substantial Completion*

The Main Contractor shall promptly notify the Subcontractor upon becoming aware of an event or circumstance arising out of a cause described in the next paragraph and which event or circumstance has enabled or will enable the Subcontractor acting reasonably to complete the Works under the Subcontract earlier than it would otherwise have completed the work under the Subcontract.

The causes are any category of cause, which if it had caused a delay would entitle the Subcontractor to an extension of time if the Subcontractor had complied with the requirements of Clause 35.5.

The Main Contractor shall be entitled to determine a reduction to the Date for Substantial Completion as may be reasonable to take account of such event or circumstance. A reduction of time pursuant to this Clause 35.8 shall not constitute a direction to accelerate the performance of the work under the Subcontract.

Where the Subcontractor has advised the Main Contractor's Representative of the effect the Subcontractor anticipates that a variation will have on the construction program and time for Substantial Completion under Clause 40.2(a), the Main Contractor shall take that into account when determining a reduction to the Date of Substantial Completion under this Clause.

35.9 Removal of Debris and Rubbish

Without limiting the Main Contractor's rights under Clause 42, removal of all debris and rubbish from the Site by the Subcontractor is a condition precedent to the Subcontractor's entitlement to the release of security under the Subcontract notwithstanding the provisions of Clause 5.7

35A Conditions precedent to Substantial Completion

It is a condition precedent to Substantial Completion that the Subcontractor provides all the material and documentation set out in Annexure Part K.

36. Delay or disruption costs

Where the Subcontractor has been granted an extension of time under Clause 35.5 for any delay caused by an event referred to in Clause 35.5(c), the Main Contractor shall pay to the Subcontractor such extra costs as are necessarily incurred by the Subcontractor by reason of the delay.

Notwithstanding anything hereinbefore provided in Clause 36, the Main Contractor's liability to pay extra costs for delay or disruption caused by a Main Contract Latent Condition shall only be to the extent to which the extra costs incurred or damages suffered by the Subcontractor have been recovered by the Main Contractor from the Principal or included in the reimbursement to the Main Contractor by the Principal by reason of delay in the progress of the Main Contract Works.

36A Occupational Health and Safety and Environmental Management

36A.1 Principal Contractor

Without limiting or otherwise affecting the obligations of the Subcontractor under any other provision of the Subcontract, the parties acknowledge and agree that:

- (a) the Main Contractor has been engaged as principal contractor for the Works (including the Work Under the Subcontract); and
- (b) without limiting the Subcontractor's other obligations under the WHS Act and WHS Regulation, the Subcontractor must:
 - (i) provide all required assistance to the Main Contractor in carrying out its obligations under the WHS Act and the WHS Regulation, including any obligations the Main Contractor may have as principal Subcontractor (if applicable); and
 - (ii) not do, or omit to do, and must ensure that its secondary Subcontractors, do not do, or omit to do, anything that would put the Main Contractor in breach of the WHS Act or the WHS Regulation, including as principal Subcontractor (if applicable).

36A.2 Health and Safety, and Environmental Management Obligations

The Subcontractor must comply with, and ensure that all secondary Subcontractors comply with their respective obligations under the WHS Act and the WHS Regulation in connection with the

Work Under the Subcontract, including their respective obligations as a person conducting a business or undertaking in connection with the Work Under the Subcontract.

In complying with the obligations under the WHS Act and the WHS Regulation, the Subcontractor must ensure that its employees are suitably licensed for the Works that they are carrying out.

The Subcontractor shall ensure that the work under the Subcontract is at all times carried out in accordance with common law and statutory obligations relating to health and safety and environmental matters; and

- (a) all persons engaged on the Site on the work under the Subcontract shall:
 - (i) comply with the requirements of the Site Induction described in Clause 36B;
 - (ii) comply with health and safety rules and environmental rules advised in writing by the Main Contractor from time to time;
 - (iii) comply promptly with health and safety and environmental directions issued by the Main Contractor including but not limited to directions to cease and overcome work practices that are unsafe or that adversely affect the environment; and
 - (iv) attend meetings in relation to health and safety and environmental issues as so required by the Main Contractor;
- (b) one in ten persons working on the Site on the work under the Subcontract hold an appropriate first aid certificate;
- (c) any dangerous or potentially dangerous condition and any fault, breakage or damage to plant, equipment or materials is reported to the Main Contractor within 48 hours;
- (d) any accident is reported to the Main Contractor within 48 hours;
- (e) environmental impacts caused by the work under the Subcontract at the Site are within the guidelines or conditions set out in any relevant Authority approvals;
- (f) precautions are taken to minimise noise, dust, vibration and other nuisances emanating from work under the Subcontract, including:
 - (i) fitting effective silencing devices to construction plant and equipment;
 - (ii) controlling noise and vibration from any source of the work under the Subcontract to within designated limits, as laid down in the Main Contractor's Environmental Management Plan;
 - (iii) securely covering materials being transported so as to avoid any dust or other nuisance; and
 - (iv) washing down vehicles as necessary so as to avoid the tracking of mud and other materials on to public roads and thoroughfares;
- (g) it takes such measures as are necessary to avoid damage and disturbance to flora and fauna on or in the vicinity of the Site;
- (h) it does not allow any part of the Site to be used for:
 - (i) camping;

- (ii) residential purposes; or
 - (iii) any purpose not connected with the work under the Subcontract; and
- (i) notwithstanding any other provision of the Subcontract, it obtains the Main Contractor's prior written permission to the use of explosives or blasting of any kind on the Site. Unless otherwise stated in the Subcontract, the Main Contractor may withhold any such permission at its absolute discretion.

36B Site Induction

All persons to be engaged on Site on the work under the Subcontract must attend a Site Induction prior to commencing work on the Site. The Subcontractor shall provide the Main Contractor with written details of persons that the Subcontractor or its Secondary Subcontractors propose to engage on Site on the work under the Subcontract. A person's details shall be provided to the Main Contractor in the form required by the Main Contractor not less than 5 Business Days prior to the date that the Subcontractor or its Secondary Subcontractor proposes that the person will commence work on Site.

The Site Induction to be conducted by the Main Contractor will outline general industry and site specific procedures, occupational health and safety issues and environmental, industrial relations and quality system requirements. Each person will receive safety guidelines and will be required to sign an undertaking to follow the safety guidelines at all times. Those persons that complete the Site Induction to the satisfaction of the Main Contractor, and if requested by the Main Contractor produce reasonable proof of identification, will be issued with a personalised identification card, which shall be carried at all times that the person is on the Site and produced for inspection to the Main Contractor upon entry to the Site and otherwise whenever requested by the Main Contractor. The Main Contractor may withdraw and cancel a person's identification card in the event of what the Main Contractor considers to be inappropriate conduct by that person. Only those persons with an identification card shall be engaged on Site on the work under the Subcontract. If a person fails to produce his/her identification card upon request by the Main Contractor he/she may be required to leave the Site immediately.

From time to time the Main Contractor may direct that a person engaged on the work under the Subcontract attend a further Site Induction or toolbox talks. The Main Contractor may withdraw or cancel that person's identification card unless that person completes the further Site Induction or toolbox talks to the satisfaction of the Main Contractor.

The Site Induction to be conducted by the Main Contractor is intended to outline procedures and requirements that will generally apply to all persons working on the Site and does not relieve the Subcontractor of its responsibility to properly induct persons engaged to perform the work under the Subcontract as to particular procedures and requirements relevant to that work.

37. Defects liability

The Defects Liability Period shall commence on the Date of Substantial Completion.

As soon as possible after Substantial Completion, and subject to the paragraph below, the Subcontractor shall rectify any defects or omissions in the Work under the Subcontract existing at Substantial Completion.

Prior to carrying out any defect rectification work, the Subcontractor must notify the Main Contractor of:

- (a) the type of work;
- (b) the protection measures to be utilised;
- (c) the hours of work;
- (d) the effect of such work on the users or occupants of the Works; and
- (e) the effect of such work on services.

Unless otherwise stated in the Annexure or elsewhere in the Subcontract, the Defects Liability Period shall be a period expiring on the expiration of the Defects Liability Period under the Main Contract or if there are several, then the last to expire.

Where the date of expiration of the Defects Liability Period is the same as the date of expiration of the Defects Liability Period under the Main Contract, the Main Contractor's Representative shall within 14 Days of becoming aware of the date of expiration of the Defects Liability Period under the Main Contract, inform the Subcontractor in writing of that date.

At any time prior to the 21st Day after the expiration of the Defects Liability Period, the Main Contractor's Representative may direct the Subcontractor to rectify any omission or defect in the Work under the Subcontract existing at the Date of Substantial Completion which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Subcontractor shall complete the work of rectification and may state a date by which the work of rectification shall commence. In respect of such work of rectification, if the Superintendent directs pursuant to the Main Contract, a separate Defects Liability Period of a stated duration, there shall be a corresponding Defects Liability Period under the Subcontract. The separate Defects Liability Period shall commence on the date the Main Contractor completes the work of rectification pursuant to the Main Contract. Clause 37 shall apply in respect of the work of rectification and the Defects Liability Period for that work of rectification.

If the Subcontractor's work of rectification is not commenced or completed by the stated dates, the Main Contractor may have the work of rectification carried out at the Subcontractor's expense, but without prejudice to any other rights that the Main Contractor may have against the Subcontractor with respect to such omission or defect, and the cost of the work of rectification incurred by the Main Contractor shall be a debt due from the Subcontractor.

If it is necessary for the Subcontractor to carry out work of rectification, the Subcontractor shall do so at times and in a manner which cause as little inconvenience as is reasonably possible to the work under the Main Contract and to the occupants and users of the Works.

38. Cleaning up

The Subcontractor shall keep the Site and the work clean and tidy. The Subcontractor shall regularly remove rubbish and surplus material.

Within 14 Days after the Date of Substantial Completion the Subcontractor shall remove Temporary Works and Constructional Plant.

The Main Contractor's Representative may extend the time for removal of Temporary Works or Constructional Plant necessary to enable the Subcontractor to perform remaining obligations.

Notwithstanding the provisions of Clause 44, if the Subcontractor fails to comply with any obligation imposed on the Subcontractor by Clause 38, the Main Contractor's Representative may, after the Main Contractor's Representative has given reasonable notice in writing to the Subcontractor, have the work of cleaning and tidying up carried out by other Persons and the reasonable cost incurred by the Main Contractor in having the work so carried out may be recovered by the Main Contractor as a debt due from the Subcontractor to the Main Contractor. The rights given by this paragraph are in addition to any other right.

39. Urgent protection

If urgent action is necessary to protect the Work under the Subcontract, other property or people and the Subcontractor fails to take the action, the Main Contractor may take the necessary action. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the cost incurred by the Main Contractor shall be a debt due from the Subcontractor.

If time permits, the Main Contractor's Representative shall give the Subcontractor prior written notice of the Main Contractor's intention to take action under Clause 39.

40. Variations

40.1 Variations to the Work

The Main Contractor's Representative may direct the Subcontractor in writing to —

- (a) increase, decrease or omit any part of the Work under the Subcontract;
- (b) change the character or quality of any material or work;
- (c) change the levels, lines, positions or dimensions of any part of the Work under the Subcontract;
- (d) execute additional work; and/or
- (e) demolish or remove material or work no longer required by the Main Contractor.

The Subcontractor shall not vary the Work under the Subcontract except:

- (f) as directed by the Main Contractor's Representative; or
- (g) approved in writing by the Main Contractor's Representative under Clause 40,

in accordance with the notice requirements of Clause 7.2.

The Subcontractor is bound only to execute a variation which is within the general scope of the Subcontract.

The Subcontractor shall not be bound to execute a variation directed after Substantial Completion unless the variation is in respect of rectification work referred to in Clause 37.

The Main Contractor may in its sole discretion have other parties perform works omitted from the Works under the Subcontract.

40.2 Proposed variations

Upon receipt of a notice in writing from the Main Contractor's Representative advising the Subcontractor of a proposed variation under Clause 40, the Subcontractor shall advise the Main Contractor's Representative whether the proposed variation can be effected. If the variation can be effected, the Subcontractor shall —

- (a) advise the Main Contractor's Representative of the effect which the Subcontractor anticipates that the variation will have on the construction program and time for Substantial Completion; and
- (b) provide an estimate of the cost (including delay costs, if any) of the proposed variation.

The Main Contractor shall reimburse the Subcontractor for the reasonable costs of complying with the requirements of Clause 40.2.

40.2A Subcontractor may give notice of variations

If the Subcontractor considers that any direction given by the Main Contractor involves a variation or is likely to prevent it from fulfilling its obligations, the Subcontractor shall notify the Main Contractor in what respect it considers the direction involves a variation or is likely to prevent it from fulfilling its obligations. Such notice shall be given within 5 Business Days of the date of the direction or before the Subcontractor proceeds with the direction, whichever is the earlier. If the Subcontractor fails to submit such notice in a timely manner, the Subcontractor shall not be entitled to submit any claim for a variation or otherwise with respect to the direction.

Following receipt of a notice from the Subcontractor under the previous paragraph, the Main Contractor may:

- (a) withdraw the direction;
- (b) notify the Subcontractor that the Main Contractor is of the view, or remains of the view, that the relevant direction, event or circumstance does not involve a variation; or
- (c) confirm that the direction is a variation under Clause 40.2.

If the Subcontractor requests the Main Contractor to approve a variation for the convenience of the Subcontractor, the Main Contractor may, in its absolute discretion, approve the variation.

Unless agreed otherwise in writing and notwithstanding any other provision of the Subcontract, the Subcontractor shall not be entitled to any extension of time or any additional payment in respect of a variation approved for the convenience of the Subcontractor.

40.3 Pricing the variation

Unless the Main Contractor's Representative and the Subcontractor agree upon the price for a variation, the variation directed or approved by the Main Contractor's Representative under Clause 40.1 shall be valued under Clause 40.5.

The Main Contractor's Representative may direct the Subcontractor to provide a detailed quotation for the work of a variation supported by measurements or other evidence of cost.

In the event that the Main Contractor's Representative directs the Subcontractor to submit a quotation with respect to a proposed variation, the Subcontractor shall submit its quotation within three (3) days of receipt of the request from the Main Contractor's Representative. Such quotation shall include any indirect effort and/or any extension or reduction to the Date for Substantial Completion that would be caused by the proposed variation.

In response to the quotation the Main Contractor may:

- (a) confirm the Subcontractor's quotation of price for the proposed variation, by requiring the Subcontractor to carry out the variation for the price contained in the quotation (and either grant the extension of time in the quotation or determine any extension of time in accordance with the Subcontract);
- (b) decline to proceed with the variation; or
- (c) require the Subcontractor to carry out the variation without adopting the quotation of price for the proposed variation, in which case the variation shall be valued and any extension of time dealt with in accordance with the Subcontract, except that the valuation and extension of time so determined shall not in any event exceed the quotation of price and extension of time (as applicable) nominated in the Subcontractor's quotation.

The Main Contractor shall not be taken to have adopted the Subcontractor's quotation of price unless it explicitly confirms it has done so.

If the Main Contractor's Representative provides the Subcontractor with a direction then the Subcontractor must comply with that direction without delay. If the Subcontractor fails to act upon a direction without delay and any delay caused to the directed Works shall be considered a delay against which Liquidated Damages under clause 35.6 shall be due and payable.

The Subcontractor's entitlement to variation is limited to the causes identified in Clause 40.1. Notification of, recording of hours against, approval of hours by the Main Contractor against or claiming of variation does not constitute entitlement.

40.4 Variations for the convenience of the Subcontractor

If the Subcontractor requests the Main Contractor's Representative to approve a variation for the convenience of the Subcontractor, the Main Contractor's Representative may do so in writing. The approval may be conditional.

Unless the Main Contractor's Representative otherwise directs in the notice approving the variation, the Subcontractor shall not be entitled to—

- (a) an extension of time for Substantial Completion; or
- (b) extra payment,

in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.

The Main Contractor's Representative shall not be obliged to approve a variation for the convenience of the Subcontractor.

40.5 Valuation

Where the Subcontract provides that a valuation shall be made under Clause 40.5, the Main Contractor shall pay or allow the Subcontractor, or the Subcontractor shall pay or allow the Main Contractor, as the case may require, an amount ascertained by the Main Contractor's Representative as follows —

- (a) if the Subcontract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;
- (b) if Clause 40.5(a) does not apply, the rates or prices in a Priced Bill of Quantities or Schedule of Rates shall be used to the extent that it is reasonable to use them;
- (c) to the extent that neither Clause 40.5(a) or 40.5(b) apply, reasonable rates or prices shall be used in any valuation made by the Main Contractor's Representative;
- (d) in determining the deduction to be made for work which is taken out of the Subcontract, the deduction shall include a reasonable amount for profit and overheads;
- (e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.3, the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads or profit;
- (f) if the valuation relates to extra costs incurred by the Subcontractor for delay or disruption, the valuation shall include the amount for overheads set out in the Annexure Part A, but shall not include profit or loss of profit;
- (g) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Subcontractor's profit and attendance; and
- (h) Daywork shall be valued in accordance with Clause 41.

When under Clause 40.3 the Main Contractor's Representative directs the Subcontractor to support a variation with measurements and other evidence of cost, the Main Contractor's Representative shall allow the Subcontractor the reasonable cost of preparing the measurements or other evidence of cost that has been incurred over and above normal overhead cost.

41. Daywork

The Main Contractor's Representative may direct that—

- (a) quantities greater than the upper limit of accuracy referred to in Clause 3.3 shall be carried out as Daywork;
- (b) Work under the Subcontract forming part of a variation directed by the Superintendent to be carried out as Daywork under the Main Contract; or
- (c) a variation due to defective work or materials directed by the Main Contractor's Representative under Clause 30.4,

shall be carried out as Daywork.

The Subcontractor shall thereafter each Day record particulars of all resources used by the Subcontractor for the execution of the Daywork and each Day furnish to the Main Contractor's Representative the particulars and copies of time sheets, wages sheets, invoices, receipts and other documents evidencing the cost of the Daywork. The Main Contractor's Representative may direct the manner in which matters are to be recorded.

In determining the value of Daywork regard shall be had to—

- (i) the amount of wages and allowances paid or payable by the Subcontractor at the rates obtaining on the Site at the time as established by the Subcontractor to the satisfaction

- of the Main Contractor's Representative or at such other rates as may be approved by the Main Contractor's Representative;
- (ii) the amount paid or payable by the Subcontractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under Clause 41(a);
 - (iii) the amount of hire charges in respect of Constructional Plant approved by the Main Contractor's Representative for use on the work in accordance with such hiring rates and conditions as may be agreed between the Main Contractor's Representative and the Subcontractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Main Contractor's Representative;
 - (iv) the amounts paid for services, Secondary Subcontracts and professional fees;
 - (v) the actual cost to the Subcontractor at the Site of all materials supplied and required for the work; and
 - (vi) the charge stated in the Annexure or, if no charge is stated, a charge agreed between the Main Contractor's Representative and the Subcontractor to cover overheads, administrative costs, Site supervision, establishment costs, attendance and profit, or, in the absence of agreement, a reasonable charge determined by the Main Contractor's Representative.

Amounts payable for Daywork shall not be subject to adjustment for rise and fall in costs notwithstanding that the Subcontract may provide for adjustment for rise and fall in costs.

42. Certificates and payments

42.1 Payment claims, certificates, calculations and time for payment

The Subcontractor shall claim payment progressively, by submissions of a payment claim, only at the following times:

Stage	Time when Subcontractor shall make a payment claim
Between the commencement of work and the date of Substantial Completion	At the times provided by Item 37 of the Annexure
After the date of Substantial Completion	On the 28th day after the Subcontractor receives a certificate of Substantial Completion.
Expiry of last Defects Liability Period	On the day 28 days after the expiry of the last Defects Liability Period.

An early payment claim shall be deemed to have been made on the date for making that claim.

The Subcontractor is only entitled to submit a payment claim or a final payment claim if it has:

- (a) provided the Main Contractor with all security required by this Subcontract;
- (b) provided the Main Contractor with any deed of guarantee, undertaking and substitution required by this Subcontract; and

- (c) provided the Main Contractor with evidence of all insurances required by this Subcontract.

A payment claim must include:

- (d) a statutory declaration and/or evidence to the satisfaction of the Main Contractor that:
 - (i) all persons employed by the Subcontractor and Secondary Subcontractors on the work under the Subcontract have been paid all moneys due and payable to them;
 - (ii) the Subcontractor and Secondary Subcontractors have properly provided all other employee entitlements;
 - (iii) the Subcontractor and Secondary Subcontractors have complied with their insurance obligations;
 - (iv) the Subcontractor and Secondary Subcontractors have complied with all statutory obligations with respect to the work under the Supply Contract; and
 - (v) the Works are free of any liens, charges, claims or other encumbrances;
- (e) the Subcontractor's assessment of:
 - (i) the GST exclusive value of work completed and incorporated in the Works at the Site adjusted for the GST exclusive value of matters valued under Clause 40.5; plus
 - (ii) the amount of GST relevant to the value assessed under paragraph (i) above; less
 - (iii) any Security; and less
 - (iv) the amount included in previous progress payments; and
- (f) A tax invoice reflecting the assessment, to be submitted in accordance with the Annexure Part A.

The Subcontractor acknowledges and agrees that it shall be deemed to have elected not to submit a payment claim if it does not submit on or before the due date for submission a payment claim comprising the statutory declaration and/or evidence described in paragraph (d) above and the assessment described in paragraph (e) above.

The Subcontractor shall provide the Main Contractor such further information regarding the payment claim as the Main Contractor may reasonably require to make a determination under this Clause.

Claims for payment must be supported by evidence of the amount due to the Subcontractor and such information as the Main Contractor's Representative may reasonably require. Claims for payment shall include the value of work carried out by the Subcontractor in the performance of the Subcontract to that time together with all amounts then due to the Subcontractor arising out of or in connection with the Subcontract or for any alleged breach thereof.

Within 15 Business Days after receipt of a claim for payment, the Main Contractor's Representative shall issue to the Main Contractor and to the Subcontractor a payment certificate stating the payment which, in the opinion of the Main Contractor's Representative, is to be made by the Main Contractor to the Subcontractor or by the Subcontractor to the Main Contractor. The

Main Contractor's Representative shall set out in the certificate the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Subcontractor, the reasons for the difference. The Main Contractor's Representative shall allow in any payment certificate issued pursuant to this Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a Certificate issued pursuant to Clause 44.6, amounts paid under the Subcontract and amounts otherwise due from the Main Contractor to the Subcontractor and/or due from the Subcontractor to the Main Contractor arising out of or in connection with the Subcontract including but not limited to any amount due or to be credited under any other provisions of the Subcontract.

If the Subcontractor fails to make a claim for payment under Clause 42.1, the Main Contractor's Representative may nevertheless issue a payment certificate.

Subject to the provisions of the Subcontract, within 25 Business Days after receipt by the Main Contractor's Representative of a claim for payment or within 10 Business Days of issue by the Main Contractor's Representative of the Main Contractor's Representative's payment certificate, whichever is the later, the Main Contractor shall pay to the Subcontractor or the Subcontractor shall pay to the Main Contractor, as the case may be, an amount not less than the amount shown in the Certificate as due to the Subcontractor or to the Main Contractor as the case may be, or if no payment certificate has been issued, the Main Contractor shall pay the amount of the Subcontractor's claim. A payment made pursuant to this Clause shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Main Contractor or Subcontractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due and payable.

Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided by Clause 42.8.

Notwithstanding Clause 42.4, the Main Contractor shall be obliged to pay for an item of unfixed plant and materials where that item is—

- (a) to be imported into Australia, provided the Subcontractor has given the Main Contractor a clean on board bill of lading or its equivalent, drawn or endorsed to the order of the Main Contractor and, where appropriate, a customs invoice for the item; or
- (b) listed in the Annexure and which is not an item to be imported into Australia, provided the Subcontractor establishes to the satisfaction of the Main Contractor's Representative that the Subcontractor has paid for the item, and the item is properly stored, labelled the property of the Main Contractor and adequately protected.

Upon payment to the Subcontractor of the amount which includes the value of the item, the item shall be the property of the Main Contractor free of any lien or charge.

Except as provided in the Subcontract, the Main Contractor shall not be obliged to pay for any item of unfixed plant and materials which is not incorporated in the Works.

42.2 Correction of payment certificates

At any time, and from time to time, the Main Contractor's Representative may by a further certificate correct any error which has been discovered in any previous certificate, other than a Certificate of Substantial Completion or Final Certificate.

42.3 Retention moneys

The Main Contractor may deduct from moneys otherwise due to the Subcontractor amounts up to the limit of the percentages, if any, stated in the Annexure of so much of the value of the respective items stated in the Annexure as is included in the calculation of a payment.

42.4 Unfixed plant and materials

The Subcontractor shall not be entitled to payment for plant or materials not incorporated in the Works.

42.5 Certificate of Substantial Completion

The Subcontractor shall give the Main Contractor's Representative at least 14 Days' notice of the date upon which the Subcontractor anticipates that Substantial Completion will be reached.

When the Subcontractor is of the opinion that Substantial Completion has been reached, the Subcontractor shall in writing request the Main Contractor's Representative to issue a Certificate of Substantial Completion. Within 14 Days of the receipt of the request, the Main Contractor's Representative shall give to the Subcontractor and to the Main Contractor a Certificate of Substantial Completion stating the Date of Substantial Completion or give the Subcontractor in writing the reasons for not issuing the Certificate.

When the Main Contractor's Representative is of the opinion that Substantial Completion has been reached, the Main Contractor's Representative may issue a Certificate of Substantial Completion, whether or not the Subcontractor has made a request for its issue.

42.6 Effect of certificates

The issue of a payment certificate or a Certificate of Substantial Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim by the Main Contractor or the Subcontractor.

42.7 Final Payment Claim

On the day 28 days after the expiry of the last Defects Liability Period, the Subcontractor shall lodge with the Main Contractor's Representative a final payment claim and endorse it 'Final Payment Claim'.

The Subcontractor shall include in that claim all moneys which the Subcontractor considers to be due from the Main Contractor under or arising out of the Subcontract or any alleged breach thereof.

After the expiration of the period for lodging a Final Payment Claim, any claim which the Subcontractor could have made against the Main Contractor and has not made shall be barred.

42.8 Final Certificate

Within 15 Business Days after receipt of the Subcontractor's Final Payment Claim or, where the Subcontractor fails to lodge such a claim, the expiration of the period specified in Clause 42.7 for lodgement of the Final Payment Claim by the Subcontractor, the Main Contractor's Representative shall issue to the Subcontractor and to the Main Contractor a final payment certificate endorsed 'Final Certificate'. In the certificate the Main Contractor's Representative shall certify the amount which in the Main Contractor's Representative's opinion is finally due from the Main Contractor to the Subcontractor or from the Subcontractor to the Main Contractor under or arising out of the Subcontract or any alleged breach thereof.

Unless either party, either before the Final Certificate has been issued or not later than 8 Days after the issue thereof, serves a notice of dispute under Clause 47, the Final Certificate shall be evidence in any proceedings of whatsoever nature and whether under the Subcontract or otherwise between the parties arising out of the Subcontract, that the Works have been completed in accordance with the terms of the Subcontract and that any necessary effect has been given to all the terms of the Subcontract which require additions or deductions to be made pursuant to the Subcontract, except in the case of—

- (a) fraud, dishonesty or fraudulent concealment relating to the Works or any part thereof or to any matter dealt with in the said Certificate;
- (b) any defect (including omission) in the Works or any part thereof; or
- (c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

42.9 Interest on overdue payments

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid then interest shall be payable thereon from but excluding the date upon which, or the expiration of the period within which they should have been paid, to and including the date upon which the moneys are paid. The rate of interest shall be the rate stated in the Annexure.

42.10 Set offs by the Main Contractor

The Main Contractor may deduct from moneys due to the Subcontractor any money due from the Subcontractor to the Main Contractor either under the Subcontract or otherwise than under the Subcontract and if those moneys are insufficient, the Main Contractor may, subject to Clause 5.5, have recourse to retention moneys and, if they are insufficient, then to security under the Subcontract.

42.11 Recourse for unpaid moneys

Where, within the time provided by the Subcontract, a party fails to pay the other party an amount due and payable under the Subcontract, the other party may, subject to Clause 5.5, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Subcontract and any deficiency remaining may be recovered by the other party as a debt due and payable.

43. Payment of workers and Secondary Subcontractors

- (a) Before the Main Contractor makes each payment to the Subcontractor, the Main Contractor's Representative may, not less than five Days before a payment certificate is due, in writing request the Subcontractor—
 - (i) to give the Main Contractor's Representative a statutory declaration by the Subcontractor or, where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts declared, that all workers who have at any time been employed by the Subcontractor on Work under the Subcontract have at the date of the request been paid all moneys due and payable to them in respect of their employment on the Work under the Subcontract; and
 - (ii) to provide documentary evidence to the Main Contractor's Representative that at the date of the request all workers who have been employed by a Secondary Subcontractor of the Subcontractor have been paid all moneys due and payable to them in respect of their employment on the Work under the Subcontract.
- (b) Not earlier than 14 Days after the Subcontractor has made a claim for payment under Clause 42.1, and before the Main Contractor makes that payment to the Subcontractor, the Subcontractor shall give to the Main Contractor's Representative a statutory declaration by the Subcontractor or, where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts declared, that all Secondary Subcontractors of the Subcontractor have been paid all moneys due and payable to them in respect of Work under the Subcontract.
- (c) If the Subcontractor fails—
 - (i) within five Days after a request by the Main Contractor's Representative under Clause 43(a), to provide the statutory declaration, or the documentary evidence (as the case may be) required pursuant to Clause 43; or
 - (ii) to comply with Clause 43(b),notwithstanding Clause 42.1, the Main Contractor may withhold payment of moneys due to the Subcontractor until the statutory declaration or documentary evidence (as the case may be) is received by the Main Contractor's Representative.

If the Subcontractor provides to the Main Contractor's Representative satisfactory proof of the maximum amount due and payable to workers and Secondary Subcontractors of the Subcontractor by the Subcontractor, the Main Contractor shall not be entitled to withhold any amount in excess of the maximum amount.

At the written request of the Subcontractor and out of moneys payable to the Subcontractor, the Main Contractor may on behalf of the Subcontractor make payments directly to any worker or Secondary Subcontractor of the Subcontractor.

If a worker or Secondary Subcontractor of the Subcontractor obtains a court order in respect of moneys referred to in Clause 43(a) or (b) and produces to the Main Contractor the court order and a statutory declaration that it remains unpaid, the Main Contractor may pay the amount of the order, and costs included in the order, to the worker or Secondary Subcontractor and the amount paid shall be a debt due from the Subcontractor to the Main Contractor.

After the making of a sequestration order or a winding up order in respect of the Subcontractor, the Main Contractor shall not make any payment to a worker or Secondary Subcontractor of the Subcontractor without the concurrence of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

44. Default or insolvency

44.1 Preservation of other rights

If a party breaches or repudiates the Subcontract, nothing in Clause 44 shall prejudice the right of the other party to recover damages or exercise any other right.

44.2 Default by the Subcontractor

If the Subcontractor commits a substantial breach of contract and the Main Contractor considers that damages may not be adequate remedy, the Main Contractor may give the Subcontractor a written notice to show cause.

Substantial breaches include but are not limited to—

- (a) suspension of work, in breach of Clause 33.1;
- (b) failing to proceed with due expedition and without delay, in breach of Clause 33.1;
- (c) failing to lodge security, in breach of Clause 5;
- (d) failing to use the materials or standards of workmanship required by the Subcontract, in breach of Clause 30.1;
- (e) failing to comply with a direction of the Main Contractor's Representative under Clause 30.3, in breach of Clause 23;
- (f) failing to provide evidence of insurance, in breach of Clause 21.1;
- (g) in respect of Clause 43, knowingly providing a statutory declaration or documentary evidence which contains a statement that is untrue; and/or
- (h) a licence required under Clause 3.4(a) is suspended or cancelled by the relevant Authority.

44.3 Requirements of a notice by the Main Contractor to show cause

A notice under Clause 44.2 shall—

- (a) state that it is a notice under Clause 44 of the Subcontract Conditions;
- (b) specify the alleged substantial breach;
- (c) require the Subcontractor to show cause in writing why the Main Contractor should not exercise a right referred to in Clause 44.4;
- (d) specify the time and date by which the Subcontractor must show cause (which time shall not be less than 7 clear Days after the notice is given to the Subcontractor); and
- (e) specify the place at which cause must be shown.

44.4 Rights of the Main Contractor

If by the time specified in a notice under Clause 44.2, the Subcontractor fails to show reasonable cause why the Main Contractor should not exercise a right referred to in Clause 44.4, the Main Contractor may by notice in writing to the Subcontractor—

- (a) take out of the hands of the Subcontractor the whole or part of the work remaining to be completed; or
- (b) terminate the Subcontract.

Upon giving a notice under Clause 44.2, the Main Contractor may suspend payments to the Subcontractor until the earlier of—

- (i) the date upon which the Subcontractor shows reasonable cause;
- (ii) the date upon which the Main Contractor takes action under Clause 44.4(a) or (b); or
- (iii) the date which is 7 Days after the last Day for showing cause in the notice under Clause 44.2.

If the Main Contractor exercises the right under Clause 44.4(a), the Subcontractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Subcontractor unless a payment becomes due to the Subcontractor under Clause 44.6.

44.5 Procedure when the Main Contractor takes over work

If the Main Contractor takes work out of the hands of the Subcontractor under Clause 44.4(a) the Main Contractor shall complete that work and the Main Contractor may without payment of compensation take possession of such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Subcontractor and are reasonably required by the Main Contractor to facilitate completion of the work.

If the Main Contractor takes possession of Constructional Plant or other things, the Main Contractor shall maintain the Constructional Plant and, subject to Clause 44.6, on completion of the work the Main Contractor shall return to the Subcontractor the Constructional Plant and any things taken under this Clause which are surplus.

44.6 Adjustment on completion of the work taken out of the hands of the Subcontractor

When work taken out of the hands of the Subcontractor under Clause 44.4(a) is completed the Main Contractor's Representative shall ascertain the cost incurred by the Main Contractor in completing the work and shall issue a certificate to the Main Contractor and the Subcontractor certifying the amount of that cost.

If the cost incurred by the Main Contractor is greater than the amount which would have been paid to the Subcontractor if the work had been completed by the Subcontractor, the difference shall be a debt due from the Subcontractor to the Main Contractor. If the cost incurred by the Main Contractor is less than the amount that would have been paid to the Subcontractor if the work had been completed by the Subcontractor, the difference shall be a debt due to the Subcontractor from the Main Contractor. The Main Contractor shall keep records of the cost in a similar manner to that prescribed in Clause 41.

If the Subcontractor is indebted to the Main Contractor, the Main Contractor may retain Constructional Plant or other things taken under Clause 44.5 until the debt is satisfied. If after

reasonable notice, the Subcontractor fails to pay the debt, the Main Contractor may sell the Constructional Plant or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess shall be paid to the Subcontractor.

44.7 [Not Used]

44.8 [Not Used]

44.9 [Not Used]

44.10 Rights of the parties on termination

If the Subcontract is terminated under Clause 44.4(b), the rights and liabilities of the parties shall be the same as they would be at common law had the defaulting party repudiated the Subcontract and the other party had elected to treat the Subcontract as at an end and recover damages.

44.11 Insolvency

If—

- (a) a party informs the other party in writing or creditors generally that the party is insolvent;
- (b) a party commits an act of bankruptcy;
- (c) a bankruptcy petition is presented against a party;
- (d) a party is made bankrupt;
- (e) a meeting of creditors of a party is called with a view to—
 - (i) entering a scheme of arrangement or composition with creditors; or
 - (ii) placing the party under official management;
- (f) a party enters a scheme of arrangement or composition with creditors;
- (g) a resolution is passed at a meeting of creditors to place a party under official management;
- (h) a party is placed under official management;
- (i) receiver of the property or part of the property of a party is appointed;
- (j) an application is made to a court for the winding up of a party and not stayed within 14 Days;
- (k) a winding up order is made in respect of a party; and/or
- (l) execution is levied against a party by creditors, debenture holders or trustees or under a floating charge

then—

- (i) where the other party is the Main Contractor, the Main Contractor may, without giving a notice to show cause, exercise the right under Clause 44.4(a); or

- (ii) where the other party is the Subcontractor, the Subcontractor may, without giving a notice to show cause, exercise the right under Clause 44.9.

The rights given by Clause 44.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of contract.

44.12 Quantum Meruit

If the Main Contractor repudiated the Subcontract and the Subcontractor then terminates the Subcontract, the Subcontractor is—

- (a) only entitled to Claim damages for breach of contract; and
- (b) not entitled to a quantum meruit.

This Clause 44.12 shall survive termination of the Subcontract.

44A Termination in other circumstances

44A.1 Termination

The Main Contractor may also terminate the Subcontract by written notice to the Subcontractor in any of the following circumstances:

- (a) at the convenience of the Main Contractor; or
- (b) the Main Contract is terminated for any reason; and/or
- (c) if the work which includes the Works is taken out of the hands of the Main Contractor under the Main Contract,

Subject to and without prejudice to Main Contractor's and/or the Principal's rights under the Subcontract or otherwise, upon such termination the Subcontractor shall be paid:-

- (d) for work executed prior to the date of termination, the amount which would have been payable if the Subcontract had not been terminated and the Subcontractor had made a payment claim on the date of termination;
 - (e) the reasonable cost of materials and/or goods reasonably ordered by the Subcontractor for the work under the Subcontract, which the Subcontractor is legally liable to accept, but only if materials and/or goods are:
 - (i) delivered to the Site or other place as directed by the Main Contractor;
 - (ii) labelled as directed by the Main Contractor; and
 - (iii) free from any liens, charges, claims and other encumbrances,and ownership of the materials and/or goods passes to the Main Contractor (or the Principal if the Main Contractor is the agent of the Principal) upon their delivery to and acceptance by the Main Contractor;
 - (c) costs reasonably incurred by the Subcontractor in demobilisation; and
 - (d) subject to Clause 5, Security held by the Main Contractor,
- but the Main Contractor shall not be liable to the Subcontractor for any other costs, losses, expenses or damages.

In the event that the Main Contractor terminates the Subcontract for the Main Contractor's convenience under this Clause 44A, the parties acknowledge that, within 14 days of the Subcontractor's receipt of the written notice, there shall be a final reference date, as defined under the SOP Act, available to the Subcontractor. The parties acknowledge that this provision survives termination of the Subcontract.

If the Main Contractor terminates the Subcontract under Clause 44A, the Subcontractor must:

- (f) take all steps necessary to mitigate any expense, cost or loss incurred by it as a result of the termination; and
- (g) immediately return or provide to the Main Contractor all copies of documents provided by or on behalf of the Main Contractor under or in respect of the Subcontract and any documents prepared by the Subcontractor (or secondary Subcontractors) to the date of termination to which the Main Contractor would be entitled under the Subcontract but for the termination.

45. Termination by frustration

If, under the law governing the Subcontract, the Subcontract is frustrated, the Main Contractor shall pay the Subcontractor—

- (a) for work executed prior to the date of frustration, the amount which would have been payable if the Subcontract had not been frustrated and the Subcontractor had made a payment claim on the date of frustration;
- (b) the cost of materials reasonably ordered by the Subcontractor for the Work under the Subcontract, which the Subcontractor is liable to accept, but only if the materials become the property of the Main Contractor upon payment;
- (c) costs reasonably incurred by the Subcontractor in the expectation of completing the whole of the Work under the Subcontract and not included in any payment by the Main Contractor;
- (d) all retention moneys and security;
- (e) the reasonable cost of removal of Constructional Plant;
- (f) the reasonable cost of returning to their place of recruitment the Subcontractor's employees engaged in the Work under the Subcontract at the date of frustration.

46. Time for notification of claims

46.1 Subcontractor's prescribed notice

The Main Contractor shall not be liable upon any claim by the Subcontractor in respect of or arising out of a breach of the Subcontract unless within 28 Days after the first Day upon which the Subcontractor could reasonably have been aware of the breach, the Subcontractor has given to the Main Contractor's Representative the prescribed notice.

The Main Contractor shall not be liable upon any other claim by the Subcontractor for any extra cost or expense in respect of or arising out of any direction or approval by the Main Contractor's Representative unless within 42 Days after the first Day upon which the Subcontractor could

reasonably have been aware of the entitlement to make the claim, the Subcontractor has given to the Main Contractor's Representative the prescribed notice.

The prescribed notice is a notice in writing which includes particulars of all the following—

- (a) the breach, act, omission, direction, approval or circumstances on which the claim is or will be based;
- (b) the provision of the Subcontract or other basis for the claim or proposed claim; and
- (c) the quantum or likely quantum of the claim.

This Clause 46.1 shall not have any application to—

- (i) any claim for payment to the Subcontractor of an amount or amounts forming part of the Contract Sum;
- (ii) any claim for payment for a variation directed by the Main Contractor's Representative or to be made pursuant to Clause 12.3;
- (iii) any claim for an extension of time for Substantial Completion;
- (iv) the provisions of Clause 46.2; or
- (v) any breach of contract by the Principal or direction of the Superintendent to which Clause 47.4 applies.

46.2 Time for disputing Main Contractor's Representative's direction

If the Main Contractor's Representative—

- (a) has given a direction (other than a decision under Clause 47.2) pursuant to the Subcontract; and
- (b) has served a notice in writing on each party that if a party wishes to dispute the direction then that party is required to do so under Clause 47,

the direction shall not be disputed unless a notice of dispute in accordance with Clause 47.1 is given by one party to the other party and the Main Contractor's Representative within 42 Days after the date of service on that party of the notice pursuant to Clause 46.2(b).

47. Dispute resolution

47.1 Notice of dispute

If a difference or dispute (together called a '*dispute*') between the Subcontractor and the Main Contractor arises out of or in connection with the Subcontract, including a dispute concerning:

- (a) a direction given by the Main Contractor's Representative;
- (b) a claim:
 - (i) in tort;
 - (ii) under statute;
 - (iii) for restitution based on unjust enrichment or other quantum meruit; or

(iv) for rectification or frustration,

or like claim available under the law governing the Subcontract,

then either party shall issue a notice to the other party and to the Main Contractor's Representative a notice of dispute in writing adequately identifying and providing details of the dispute.

Notwithstanding the existence of a dispute, the Main Contractor and the Subcontractor shall continue to perform the Subcontract and subject to Clause 44, the Subcontractor shall continue with the Work under the Subcontract and the Main Contractor and the Subcontractor shall continue to comply with Clause 42.1.

47.2 Further steps required before proceedings

Within 14 Days after service of a notice of dispute, the parties shall confer at least once, and if the dispute is one to which Clause 47.4 applies, at the option of either party and provided the Superintendent so agrees, in the presence of the Superintendent, to attempt to resolve the dispute. At any such conference each party shall be represented by a Person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved either party may by notice in writing delivered by hand or sent by certified mail to the other party, refer such dispute to mediation or litigation.

47.3 Mediation

If a dispute has not been resolved within 28 days of the notice of dispute the parties shall take part in a mediation. The mediation must take place within 42 days after service of the notice of dispute.

If the parties have not agreed upon a mediator by the 28th day after the service of a notice of dispute, a mediator will be nominated by the Queensland Chair of the Institute of Arbitrators and Mediators Australia.

The mediation is to be held in Brisbane for not more than one day. At the mediation the parties shall be represented by at least one senior executive with full authority to resolve the dispute.

The parties' legal advisors are entitled to attend the mediation.

The costs of the mediation (including the mediator's fee and any room hire) shall be shared equally by the parties.

If the dispute has not been resolved within 42 days of service of the notice of dispute, then either party may commence proceedings in a court of competent jurisdiction.

47.4 Claims or disputes affecting the Main Contract Works

When the Main Contractor becomes aware of a breach of the Main Contract by the Principal or a direction given by the Superintendent under the Main Contract which breach or direction affects work, material or the performance of Work under the Subcontract, and provided that the Main Contractor's Representative has—

- (a) promptly served on the Subcontractor a notice setting out adequate details of the breach or sent a written copy of the Superintendent's direction, as the case may be; and
- (b) when complying with Clause 47.4(a) or previously, provided to the Subcontractor a written copy of the relevant provisions of the Main Contract relating to the notification of claims and resolution of disputes,

the Main Contractor, by notice promptly given in writing by the Main Contractor's Representative to the Subcontractor, may require any claim or dispute to be made by the Subcontractor arising out of the breach or direction to proceed under or be resolved pursuant to the provisions of the Main Contract.

The Subcontractor, on receipt of the latter notice given by the Main Contractor's Representative, shall—

- (i) promptly acknowledge in writing the receipt of the Main Contractor's Representative's said notice; and
- (ii) if the Subcontractor requires the Main Contractor, on behalf of the Subcontractor, to make a claim or to serve a notice of dispute on the Principal in respect of the breach or direction, the Subcontractor shall, in writing and within a reasonable time to enable the Main Contractor to comply with the provisions of the Main Contract, request the Main Contractor either to give a prescribed notice, a copy of which shall be served either with the Subcontractor's request or within a reasonable time thereafter to enable the Main Contractor to comply with the provisions of the Main Contract relating to service thereof on the Superintendent, or, where appropriate, to serve a notice of dispute in respect of the breach or direction.

Upon the receipt of the Subcontractor's written request given under Clause 47.4(ii), the Main Contractor shall take such steps as are reasonably necessary to proceed in accordance with the Main Contract with the Subcontractor's claim or dispute. The Subcontractor shall comply with the Main Contractor's reasonable requirements in respect to providing details of the claim or dispute.

The Subcontractor shall indemnify the Main Contractor, to the extent of the Subcontractor's interest in respect of the claim or dispute, against all costs and expenses that may reasonably be incurred by the Main Contractor by reason of complying with the request of the Subcontractor given under Clause 47.4(ii). The Subcontractor shall, with the request, lodge with the Main Contractor reasonable cash or other security against such costs and expenses and any moneys the Main Contractor may recover shall be for the benefit of the Subcontractor to the extent of the Subcontractor's interest in the claim or dispute.

If the Main Contractor is in breach of any provision of the Main Contract or of this Clause 47.4 relating to the notification of the claim or in proceeding with the dispute and the breach was not due to any act or omission of the Subcontractor, nothing in Clause 47.4 shall prevent the Subcontractor from thereafter proceeding pursuant to Clause 47.1 and 47.2 as if the dispute was not a dispute to which the provisions of Clause 47.4 apply.

47.5 Summary or urgent relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under Clause 42 or to seek urgent injunctive or declaratory relief in respect of a dispute under Clause 47 or any matter arising under the Subcontract.

48. Waiver of conditions

Except as provided at law or in equity or elsewhere in the Subcontract, none of the terms of the Subcontract shall be varied, waived, discharged or released, except with the prior consent in writing of the Main Contractor in each instance.

Without in any way limiting the last preceding paragraph or the operation or effect of the notification provisions in this clause:

- (a) no failure to exercise and no delay in exercising, on the part of the Main Contractor or the Main Contractor's Representative, of any right, remedy or power under this Subcontract shall operate as a waiver of that right, remedy or power;
- (b) no single or partial exercise, on the part of the Main Contractor or the Main Contractor's Representative, of any right, remedy or power under this Subcontract shall preclude any other or further exercise of that or any other right, remedy or power;
- (c) no waiver by the Main Contractor or the Main Contractor's Representative of any right, remedy or power on any particular occasion shall operate as a waiver by the Main Contractor or the Main Contractor of that right, remedy or power or preclude any other or further exercise of that right, remedy or power on any other occasion; and
- (d) no relaxation by the Main Contractor or the Main Contractor of any requirement of the Subcontract (including, without limitation, a requirement to comply with a time limit, a notice provision or a condition precedent) on any particular occasion shall operate as a relaxation or waiver by the Main Contractor or the Main Contractor of that requirement in respect of any other occasion.

49. Services and facilities

Services and facilities shall be provided as stated in the Annexure H.

50. Security of Payment

- (a) Terms used in this Clause and which are defined by the SOP Act adopt the meaning provided by the SOP Act.
- (b) If an adjudicator makes a determination under the SOP Act with respect to a payment claim which differs from the progress certificate in respect of that payment claim, the Main Contractor may issue an amended progress certificate to adopt the decision of the adjudicator. Either party may lodge a Notice of Dispute under clause 47.1 in respect of the amended progress certificate.
- (c) Within 24 hours of the Subcontractor receiving any document (other than a payment claim or a payment schedule) under the SOP Act from any Secondary Subcontractor or consultant, the Subcontractor shall provide the Main Contractor with a copy of that notice.
- (d) The time prescribed in Clause 42.1 for the Subcontractor to claim payment is also the "reference date" within the meaning and for the purposes of the SOP Act.
- (e) The parties agree that any payment claim issued by the Subcontractor under Clause 40 is a payment claim for the purposes of the SOP ACT and any certificate issued by the

Main Contractor's Representative under Clause 40 is a payment schedule for the purposes of the SOP Act.

- (a) payment schedule for the purposes of the *Payments Act*.
- (b) The Subcontractor indemnifies the Main Contractor against any claim or liability of any kind whatsoever suffered or incurred by the Main Contractor arising out of:
 - (i) a suspension pursuant to the SOP Act by a Secondary Subcontractor or consultant to the Subcontractor for items which form part of the Works under the Subcontract; and
 - (ii) a failure by the Subcontractor to comply with Subclause 50(d).
- (c) If the Main Contractor becomes aware that a Secondary Subcontractor or consultant to the Subcontractor is entitled to suspend work pursuant to the SOP Act, the Main Contractor may (in its sole and absolute discretion) pay the Secondary Subcontractor or consultant such money that is, or may be, owing to the Secondary Subcontractor or consultant for work forming part of the Works under the Subcontract. The cost thereby incurred shall be moneys immediately due and payable to the Main Contractor by the Subcontractor.
 - (a) Payment of monies for which the Main Contractor is liable to pay the Subcontractor in accordance with the SOP Act (including amounts determined by an adjudicator) shall:
 - (i) be payments on account only and will not be an admission of liability;
 - (ii) not be evidence of the value of work performed; and
 - (iii) not be evidence that the work has been executed satisfactorily.
 - (b) In determining the value of work carried out by the Subcontractor pursuant to Clause 42.1, the Main Contractor's Representative may determine a value which is less than the amount previously paid or payable to the Subcontractor (including any amounts the Main Contractor has become liable to pay the Subcontractor pursuant to the SOP Act).
 - (c) In determining amounts previously paid under the Subcontract, the Main Contractor may include any amount:
 - (i) which has been paid to the Subcontractor pursuant to the SOP Act;
 - (ii) which has been paid to the Subcontractor in satisfaction of an adjudication under the SOP Act; or
 - (iii) in respect of which security has been given under the SOP Act.

51. Personal Property Securities Act

51.1 No Security Interest

The Subcontractor shall not create a Security Interest, or allow any Security Interest to subsist, over the Subcontract or any part of the work under the Subcontract or plant or materials to be incorporated into work under the Subcontract, without the Main Contractor's prior written consent.

51.2 Register of Plant

The Subcontractor shall—

- (a) within 5 Business Days of the Date of Subcontract provide details (including where relevant, serial numbers) in respect of Constructional Plant and other things owned by the Subcontractor which will be used in connection with the performance of the Work under the Subcontract; and
- (b) update and amend the information and submit a revised form to the Main Contractor within 5 Business Days if the items change.

51.3 Security Interest

- (a) If the Subcontractor believes that a Security Interest arises under the Subcontract the Subcontractor shall notify the Main Contractor within 5 Business Days of becoming aware of such Security Interest and shall not take steps to register such Security Interest on the Register unless and until the Main Contractor has responded to such notice.
- (b) The Subcontractor shall take such steps as the Main Contractor reasonably requires to enable the Security Interest to be Perfected or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to the Main Contractor under the Subcontract, including—
 - (i) obtaining and giving consents;
 - (ii) producing and providing receipts;
 - (iii) attending to the signing of documents or procuring the signing of documents;
 - (iv) facilitating the registration of any Security Interest on the Register;
 - (v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over relevant Collateral; and
 - (vi) facilitating the exercise of the Main Contractor's right in enforcing any Security Interest.

51.4 Registration and Verification Statements

- (a) Subject to Clause 51.1, either party may register any Security Interest granted under the Subcontract on the Register in any manner it chooses.
- (b) Either party shall provide the other party with any information the other party requires for the purposes of effecting such registration.
- (c) For the purposes of section 157(3) of the PPS Act, each party irrevocably and unconditionally waives its right to receive any notice from the other party in connection with the registration of a Security Interest arising under the Subcontract.

51.5 Possession and movement of property

The Subcontractor shall ensure that, unless otherwise agreed in writing by the Main Contractor—

- (a) the Subcontractor does not part with possession of the Main Contractor's Personal Property;
- (b) the Subcontractor does not create any Security Interest or lien over any of the Main Contractor's Personal Property whatsoever (other than Security Interests granted in favour of the Main Contractor); and
- (c) the Subcontractor does not sell, lease or dispose of any interest it may have in the Main Contractor's Personal Property.

51.6 Enforcement

The parties agree that for the purposes of section 115 of the PPS Act, the following sections of the PPS Act will not apply to any Relevant Collateral—

- (a) section 95 (notice by Secured Party of removal of Accession);
- (b) section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
- (c) section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
- (d) section 130, to the extent that it requires the Main Contractor to give any notice to the Subcontractor (notice by Secured Party of disposal of Collateral);
- (e) section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
- (f) section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period);
- (g) section 135 (notice by Secured Party of retention of Collateral); and
- (h) section 143 (reinstatement of security agreement).

51.7 Definitions

In this Clause 51, capitalised terms have the same meaning given in the PPS Act, unless otherwise defined in the Subcontract.

Annexure Part A — Subcontract conditions

ANNEXURE to the Australian Standard: AS 2545—1993, Subcontract conditions

This Annexure shall be issued as part of the tender documents for the Subcontract and is to be attached to the Subcontract Conditions and shall be read as part of the Subcontract.

Item		
1	The law applicable is that of the State or Territory of: (Clause 1)	Queensland
2	Payments under the Contract shall be made at: (Clause 1)	By electronic transfer
3	The Main Contractor: (Clause 2)	Alder Constructions Pty Ltd ACN 106 657 470
4	The address of the Main Contractor:	116 Siganto Drive, Helensvale, Qld, 4212
5	The Main Contractor's Representative: (Clause 2)	Tyanna Childs
6	The address of the Main Contractor's Representative:	116 Siganto Drive, Helensvale, Qld, 4212
7	The Principal (Clause 2)	House Projects (Qld) Pty Ltd ACN (if applicable) 621 425 057
8	The address of the Principal:	Suite 101, Level 1, 2 Bayberry Lane, Robina, Qld, 4226
9	The Superintendent: (Clause 2)	JJP Australia Pty Ltd
10	The address of the Superintendent:	Level 6, 12 Adelaide Street, Brisbane, Qld, 4000
11	The Date or period for Substantial Completion: (Clause 2 and Clause 35.2)	As per attached program
12	[Not Used]	Click or tap here to enter text.

Item		
13	Bill of Quantities—the alternative applying: (Clause 4.1)	N/A
14	The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	N/A
15	[Not Used]	Click or tap here to enter text.
16	Security (Clause 5.2)	5%
	(a) Form	Retention Monies (Cash)
	(b) Amount or maximum percentage of Subcontract Sum	If nothing stated, 5% of the Subcontract Sum
	(c) If retention monies, percentage of each progress certificate	If nothing stated, 10% until the limit stated in 16(b)
	(d) Time for provision (except for retention moneys)	If nothing stated, 28 days
17	[Not Used]	Click or tap here to enter text.
18	The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	50% - released Substantial Completion 50% released 12 months after Substantial Completion
19	[Not Used]	Click or tap here to enter text.
19A	Electronic Document Control Software Package (Clause 7)	Procore
20	The number of copies to be supplied by the Main Contractor: (Clause 8.3)	1no

Item																				
21	The number of copies to be supplied by the Subcontractor: (Clause 8.4)	1no																		
22	The time within which the Main Contractor's Representative must give a direction as to the suitability of documents: (Clause 8.4(c))	20 Business Days																		
23	Work which cannot be Subcontracted without approval: (Clause 9.2)	All Works																		
24	The amount or percentage for profit and attendance: (Clause 11(b))	5%																		
25	The amount or percentage for profit, preliminaries, overheads and attendance: (Clause 11(c))	5%																		
25A	Provisional Sums (Clause 11)	<table><tr><th>Description</th><th>Amount allowed (excluding GST)</th></tr><tr><td>N/A</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	Description	Amount allowed (excluding GST)	N/A															
Description	Amount allowed (excluding GST)																			
N/A																				
25B	Legislative Requirements																			
	(a) Those excepted (Clause 14.1)	NIL																		

Item		
	(b) Identified Work under the Subcontract (Clause 14.2(d)(ii))	All Works
26	[Not used]	Click or tap here to enter text.
27	The amount of public liability insurance under alternative 2 shall be not less than: (Clause 19)	\$20,000,000
27A	The amount of motor vehicle insurance shall be not less than (Clause 20A)	\$20,000,000
27B	Is asbestos liability insurance required? (Clause 20B)	NO
27C	Amount of Subcontractor's asbestos liability insurance to be effected by any person removing asbestos shall not be less than: (Clause 20B)	Each occurrence [Not Applicable] In the aggregate [Not Applicable]
28	The time for giving access to the Site: (Clause 27.1)	20 Business Days
29	Liquidated damages per Day: (Clause 35.6)	\$7,500 per day
30	Limit on liquidated damages under Clause 35.6(a) (Clause 35.7)	20% of contract sum
31	Limit on damages under Clause 35.6(b): (Clause 35.7)	20% of contract sum
32	[Not Used]	Click or tap here to enter text.

Item		
33	[Not used]	Click or tap here to enter text.
34	Extra costs for delay or disruption: (Clause 36)	Event:Nil
		Click or tap here to enter text.Main Contract Latent Condition
		Click or tap here to enter text.
		Click or tap here to enter text.
		Click or tap here to enter text.
		Click or tap here to enter text.
35	The Defects Liability Period: (Clause 37)	12 months
35A	Amount for overheads (Clause 40.5(f))	5%
36	The charge for overheads, profit, etc. for Daywork: (Clause 41(vi))	5%
37	Times for payment claims: (Clause 42.1)	25 th of each month
37A	Submission of Invoices (Clause 42.1)	PayApps software (as agreed in Annexure Part E – Pre-Contract Meeting Minutes)
38	Unfixed plant and materials on site for which payment claims may be made notwithstanding that they are not incorporated in the Works (Clause 42.1(b)).	NIL
39	[Not Used]	
40	[Not Used]	Click or tap here to enter text.

Item		
41	The rate of interest on overdue payments: (Clause 42.9)	10%
42	The delay in giving access to sufficient of the Site which shall be a substantial breach: (Clause 1.1)	20 Business Days

Separable Portions

Use this part of the Annexure where there are Separable Portions and ensure that the description of the Separable Portions covers all the Work under the Subcontract. Make a separate column for each Separable Portion

Item		
1.	Separable Portion:	N/A
2.	(a) Subcontractor shall provide security in the amount of: (Clause 5.2)	Click or tap here to enter text.
	(b) Main Contractor shall provide security in the amount of: (Clause 5.2)	Click or tap here to enter text.
	[Not Used]	Click or tap here to enter text.
3.	The Date for Substantial Completion: (Clause 35.2)	Click or tap here to enter text.
4.	Liquidated damages per Day: (Clause 35.6)	Click or tap here to enter text.
5.	Limit on:	
	(a) Liquidated damages under Clause 35.6(a):	Click or tap here to enter text.
	(b) Damages under Clause 35.6b: (Clause 35.7)	Click or tap here to enter text.
6.	[Not Used]	Click or tap here to enter text.
7.	[Not Used]	Click or tap here to enter text.
8.	Extra costs for delay or disruption: (Clause 36)	Event
		Main Contract Latent Condition
		Click or tap here to enter text.
		Click or tap here to enter text.

9.	Defects Liability Period (This entry is to be completed only if the date of expiry of the Defects Liability Period is to be different from that contained in the Main Contract): (Clause 37)	Click or tap here to enter text.

Approved form of unconditional undertaking

(Clause 5.3)

At the request of Click or tap here to enter text. ('the Subcontractor') and in

consideration of Click or tap here to enter text. ('the Main Contractor')

accepting this undertaking in respect of the contract for Click or tap here to enter text. (Identification of Work)

Click or tap here to enter text. ('the Financial Institution') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Main Contractor to a maximum aggregate sum of Click or tap here to enter text. \$ Click or tap here to enter text.

The undertaking is to continue until notification has been received from the Main Contractor that the sum is no longer required by the Main Contractor or until this undertaking is returned to the Financial Institution or until payment to the Main Contractor by the Financial Institution of the whole of the sum or such part as the Main Contractor may require.

Should the Financial Institution be notified in writing, purporting to be signed by Click or tap here to enter text. for and on behalf of the Main Contractor that the Main Contractor desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Main Contractor forthwith without reference to the Subcontractor and notwithstanding any notice given by the Subcontractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Main Contractor the sum of Click or tap here to enter text. \$ Click or tap here to enter text. less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Main Contractor and thereupon the liability of the Financial Institution hereunder shall immediately cease.

Dated at Click or tap here to enter text. this Click or tap here to enter text. day of Click or tap here to enter text. 20Click or tap here to enter text.

Annexure Part B

Deletions, amendments and additions

ANNEXURE to the Australian Standard: AS 2545—1993, Subcontract conditions

1. The following Clauses have been deleted from the Subcontract Conditions in AS 2545—1993:
Clauses 5.3, 5.4, 5.6, 6, 12.4, 42.1A, 44.7, 44.8, and 44.9.
2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2545—1993:
Clauses 1, 2, 3.1, 3.3, 5.2, 5.5, 5.7, 5.8, 5.9, 5.10, 7, 8.1, 8.6, 9.1, 9.2, 10.5, 11, 12.1, 12.2, 12.3, 14, 14.1, 14.2, 14.3, 14.4, 18, 19, 27.2, 27.5, 33.1, 35.5, 35.6, 35.7, 35.8, 36, 37, 40.1, 40.3, 40.5(f), 42.1, 42.4, 42.7, 42.8, 42.9, 42.10, 44.2, 44.10, 47.1, 47.2, 47.3, 48, and Annexure Part A.
3. The following Clauses have been added to those of AS 2545—1993:
Clauses 3.4, 5.11, 5A, 7.2, 7.3, 12.1A, 14.5, 20A, 20B, 28.5, 35.9, 35A, 36A, 36B, 40.2A, 44.2(h), 44.12, 44A, 50, 51, and Annexure Part C, Annexure Part D, Annexure Part E, Annexure Part F, Annexure Part G, Annexure Part H, Annexure Part I, Annexure Part J, Annexure Part K, Annexure Part L, Annexure Part M, Annexure Part N, Annexure Part O, Annexure Part P, Annexure Part Q.

Annexure Part C

Head Contract & Special Conditions

APPENDIX PART C – HEAD CONTRACT CONDITIONS

Amendments to Subcontract Conditions to reflect Head Contract obligations.

WHEREIN REFERENCE TO PRINCIPAL SHALL MEAN ALDER AND ANY DISCREPANCY BETWEEN THE DEFINED TERMS WITHIN THE HEAD CONTRACT AND THE WORKS CONTRACT CONDITIONS SHALL BE CONSTRUED AS SHARING THE SAME IMPLIED MEANING. THESE CONDITIONS SUPPLEMENT THE WORKS CONTRACT CONDITIONS AND WHERE THERE IS ANY AMBIGUITY THEN THE MORE ONEROUS REQUIREMENT PREVAILS, WITHOUT ENTITLEMENT TO VARIATION OR EXTENSION OF TIME.

2 INTERPRETATION

‘Authorities’ means all statutory or government authorities having jurisdiction over any part of the Works and including any private building surveyor appointed by the Principal or the Contractor;

‘Capital Funding Agreement’ means the capital funding agreement entered into by the Principal and the State of Queensland through the Department of Communities, Housing and Digital Economy on or around 29 April 2023 and includes all documents annexed to or incorporated by reference in the Capital Funding Agreement, including, without limitation, the ‘Delivery Kit’;

‘Development’ means the construction of 30 affordable housing dwellings in accordance with the Principal’s Project Requirements;

‘direction’ includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;

‘Financier’ means any one or more entities providing the Principal with debt, equity, grant or any other type of funding to fund the Development, including the payment of the Contractor under this Contract;

‘Good Design and Construction Practices’ means practices followed when work is undertaken:

- (a) in a proper and workmanlike manner;
- (b) with due care and skill in applying nationally accepted urban design, building design, engineering, construction and management practices, standards and procedures;
- (c) relevant quality assurance systems;
- (d) all applicable state, national and international codes and standards including any standards issued by Australian Standards and all Legislative Requirements;
- (e) use of materials of merchantable quality which are fit for their intended purpose;
- (f) use of suitably qualified, accredited and experienced personnel; and
- (g) use of appropriate plant and equipment;

‘Inclement weather’ means:

- (a) either, or a combination of, precipitation, hail or lightning occurring on the site which results in *works under the Contract* becoming unsafe; or
- (b) wind conditions which prevent the safe operation of a tower crane, elevated work platform, boom lift or similar equipment on site;

‘Housing Design – Minimum Standard for Social and Affordable Housing’ means the design and construction requirements of the Principal or Director of Housing (as may be amended from time to time) for the residential dwellings on this site.

‘Government Agency’ means any government or public, statutory, governmental, semi - governmental, local governmental or judicial body, entity or authority and includes a minister

of the Crown (in any right) and any person, body, entity or authority exercising a power under an Act of Parliament;

‘industrial conditions’ means industrial disputes widespread in the Gold Coast CBD and/or metropolitan area that affect the Site and are not specific to, directed at or caused or contributed to by the Contractor or any related body corporate of the Contractor or any employee, subcontractor or agent of any of them;

‘Loss’ means any loss, cost, expense, damage, liability, damages or exposure of any type and however arising incurred by a party including legal costs and expenses on a full indemnity basis, direct, indirect loss, liability to third parties, loss of revenue and loss of profit;

‘Occupancy Approvals’ means the certificate of classification issued by the Project Building Certifier;

‘Project’ means the design and construction of 30 new social housing dwellings at 1990 Gold Coast Highway, Miami, Queensland;

‘Security of Payment Act’ means the Building Industry Fairness (Security of Payment) Act 2017 (Qld);

‘Site’ means the land situated at 1990 Gold Coast Highway, Miami, Queensland;

‘Worker’ means a person who carries out work in any capacity for a person conducting a business or undertaking (including for the Contractor), including work as:

- (a) an employee;
- (b) a contractor or subcontractor;
- (c) an employee of a contractor or subcontractor;
- (d) an employee of a labour hire company who has been assigned to work in the person's business or undertaking;
- (e) an outworker;
- (f) an apprentice or trainee;
- (g) a student gaining work experience;
- (h) a person of a prescribed class;
- (i) a volunteer; or
- (j) an agent.

The person conducting the business or undertaking is also a ‘Worker’ if the person is an individual who carries out work in that business or undertaking;

Add Clause “2.1 Contractor’s Warranties” after Clause 3.1 Performance and Payment:
Without limiting the generality of Clause 3.1, the Contractor warrants to the Principal that the Contractor:

- (a) at all times will be suitably qualified and experienced, and will exercise due skill, care and diligence in the execution and completion of the work under the Contract;
- (c) has examined and carefully checked any Preliminary Design included in the Principal’s Project Requirements and that such Preliminary Design is suitable, appropriate and adequate for the purpose stated in the Principal’s Project Requirements;
- (d) will ensure that all materials to be supplied by the Contractor for use in the Works will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
- (e) will carry out the Works in accordance with, and will comply with, all Legislative Requirements and the requirements outlined in **Annexure Part K**;
- (f) has calculated any provisional sum with reasonable care and skill taking into account all of the information reasonably available at the date of the Contract including the name and location of the Site;
- (g) will obtain all Approvals required for the project unless otherwise directed by the Principal or Superintendent;

- (i) carry out or ensure the carrying out of cost effective and efficient procurement and building methods and designs to achieve value for money without compromising Good Design and Construction Practice; and
- (j) shall execute and complete the work under the Contract in accordance with the Design Documents so that the Works, when completed, shall—
 - (i) be fit for the purposes of social housing in accordance with the Housing Design – Minimum Standard for Social and Affordable Housing; and
 - (ii) comply with all the requirements of the Contract and all Legislative Requirements.

4.3 Non-reliance

Except as to the extent the Principal's Project Requirements provides information with respect to work under the Contract, the Contractor warrants that:

- (a) it did not in any way rely upon:
 - (i) any information, data, representation, statement or document made or provided to the Contractor by the Principal or anyone on behalf of the Principal; or
 - (ii) the accuracy or adequacy of any such information, data, representations, statement or document, prior to or at the time of entering into the Contract, except to the extent that any such information, data, representation, statement or document forms part of the Contract; and
- (b) it enters into the Contract based on its own investigations, interpretations, deductions, information and determinations.

8.13 Capital Funding Agreement

- (a) In this clause 8.13 and Annexure Part L, "State" means the State of Queensland through the Department of Communities, Housing and Digital Economy.
- (b) The Contractor acknowledges and agrees that:
 - (i) the Principal is a party to the Capital Funding Agreement;
 - (ii) the Contractor has reviewed and familiarised itself with the Capital Funding Agreement and is aware of the obligations placed on the Principal under the Capital Funding Agreement relating to the funding, design and construction of the Development;
- (c) Without limitation to its other obligations under this Contract, the Contractor must do all things necessary to and agrees to:
 - (i) permit the Principal to comply with, and discharge its obligations under the Capital Funding Agreement relating to the funding, design and construction of the Development;
 - (ii) not cause, or omit to do, anything, which will cause the Principal to be in breach of its obligations under the Capital Funding Agreement relating to the funding, design and construction of the Development;
 - (iii) not exercise any of its rights or require the Principal to perform any of its obligations under this Contract, if doing so will cause the Principal to be in breach of its obligations under the Capital Funding Agreement;
 - (iv) give the State the rights and entitlements in connection with the design and construction of the Development and this Contract required by the Capital Funding Agreement; and
 - (v) satisfy all obligations imposed on the Principal under the Capital Funding Agreement related to the design and construction of Development as if those obligations were set out in this Contract in full and the other terms of the Contract were subject to and conditional upon them, including, without limitation, any rights or entitlements under this Contract to any payment claim, extension of time, extra costs, variations or damages.
- (d) For the sake clarity, the relevant obligations that the Contractor must carry out referred in clause 8.13(c) include, without limitation those set out in **Annexure Part K**.
- (e) Notwithstanding anything to the contrary in this Contract, to the extent of any inconsistency between this clause 8.13 and the balance of this Contract, this clause 8.13 prevails.

27.6 Location of services

- (a) The Contractor is responsible (at its cost) for:
 - (i) locating all existing services (including telecommunications, NBN, water, electricity and any other utility services) on, above or under the Site prior to the Contractor carrying out the Works; and
 - (ii) liaising with all relevant Government Agencies and any other service provider as relevant to the Works to be conducted on the Site, prior to carrying out the Works.
- (b) The Contractor must:

- (i) comply with the requirements of all relevant Government Agencies and any other service providers in relation to services affected by any of the Works on the Site;
 - (ii) comply with all requirements set out in the Principal's Project Requirements in relation to any buried or concealed services;
 - (iii) conduct any reinstatement required by the Principal's Project Requirements or any Government Agencies or service provider in relation to services affected by any of the Works being carried out on the Site; and
 - (iv) obtain (and comply with) all permits necessary to perform the Works.
- (c) The Contractor must not interfere with any existing services on the Site except as permitted under this Contract.

35.5 Times for Commencement and Substantial Completion

In the 3rd paragraph change “21 days” to “5 days”.

Please add after the wording “- whether the Subcontractor can, by committing extra resources or incurring expenditure, make up the time lost.” The following text:

“- to the extent that the extension of time is not due to the Principal's Act or Omission, the funder under the Capital Funding Agreement has approved the extension of time.”

42.1A Conditional Payment Claim Reports

As a condition to any payment claim under clause 42.1, the Contractor agrees to provide to the Principal the following (together the “Payment Claim Reports”):

- (a) if requested and to the extent required by the Principal, a payment request report which:
 - (i) itemises construction costs paid to date and itemises construction costs currently payable, in each case, including itemised subcontractor payments;
 - (ii) estimates the cost to complete Works;
 - (iii) estimates the date on which Practical Completion will occur for the Works;
 - (iv) states whether the Building Works to date have been completed in accordance with this Contract;
 - (v) states whether or not there are any disputes between the Contractor and any of its sub-contractors, including any claims under the Security of Payment Act; and
 - (vi) any other information reasonably required by the Principal; and
- (b) if requested by the Principal or its Financiers, a certificate from a quantity or building surveyor approved by the Principal confirming:
 - (i) the percentage of the Works completed;
 - (ii) that the completed Works for which the progress claim is being submitted have been completed in accordance with the plans and necessary approvals;
 - (iii) the cost of all completed Works as at the date of the certificate;
 - (iv) the estimated cost to complete of the Works as at the date of the relevant certificate does not exceed the total funding amount available to the Principal less the progress payments already funded under the Contract; and
 - (v) any other information reasonably requested by the Principal or its Financiers.

The Contractor acknowledges that if the above Payment Claim Reports, if required, is not provided with a payment claim or the certificate does not confirm the matters set about, the Principal is entitled to withhold the progress claim until such certificate is provided and the Contractor may not make any claim against the Principal in relation to the applicable payment claim.

Annexure Part D

Scope of Works

SCOPE OF WORKS FOR – CONCRETE PACKAGE

(DETAILED EXCAVATION, CONCRETE PLACE & FINISH)

PROJECT – P305 CHL MIAMI – 1990 GOLD COAST HWY MIAMI QLD 4220

Rev 3 – 12/04/24

Project specific Inclusions

Subcontractor to allow for all labour, plant, materials and sundries to complete the entire **DETAILED EXCAVATION AND CONCRETE PLACE** scope of works as detailed within the documents issued via Estimate 1 at tender and Procure during construction stage procurement. The below pricing schedule is provided as a guide to the scope of works and should be completed to provide a breakdown of your lump sum price and means of verifying inclusions, but is not exhaustive. Please note that The Head Contract issued contract documentation takes precedence over the below scope documents unless agreed otherwise in writing from the Project Superintendent

Extent of works as shown in the documents includes but is not limited to:

1.1. DETAILED EXCAVATION

- 1.1.1. Strip footings
- 1.1.2. Pad footings
- 1.1.3. Retaining wall footing (refer civil – assume approx. 450 x 450mm)
- 1.1.4. Slab on ground thickenings and edge beams
- 1.1.5. Bored piers (BP1 upto 3m)

1.2. CONCRETE WORKS

- 1.2.1. Strip footings
- 1.2.2. Pad footings
- 1.2.3. Retaining wall footing (northern boundary assume 450 x 450mm approx)
- 1.2.4. Bored piers
- 1.2.5. Bored piers not documented – behind crane base
- 1.2.6. Columns
- 1.2.7. Concrete walls
- 1.2.8. Mass concrete footings and blinding layers
- 1.2.9. Slab on ground including thickenings
- 1.2.10. Suspended slabs (all levels incl stairs / lift shaft / BBQ roof lids)
- 1.2.11. Lift pit base and pit walls
- 1.2.12. Booster pump /cold water pump / entry lids
- 1.2.13. Footpaths internally and to both streets (incl make good on GC Hwy footpath for water connection)
- 1.2.14. Concrete temp hardstand on Sunshine Pde – form, reo, place, prep)
- 1.2.15. Street driveway cross over (Sunshine Pde)
- 1.2.16. Concrete stairs (suspended and on ground)
- 1.2.17. Hobs and Upstands
- 1.2.18. Plinths (incl edge form and reo place)
- 1.2.19. Tower crane base
- 1.2.20. Lunchroom slab in basement incl mesh placement (allow 150m2)

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 1 of 15		

- 1.2.21. Concrete infills in basement from investigation cutouts
- 1.2.22. Allow for slab on ground hardstand of approx. 50m2 at site entry on Sunshine Pde

- 1.3. Allow for 2 no concrete pours for each level, L1 = 3 pours, Number of pours is a guide, multiple pours will be required to suit construction program
- 1.4. Allow to pour L1 downturn beam in 2 pours, pour to be coordinated with pad footings
- 1.5. The concrete pump hire will likely be a static line for L2 slabs and above, please allow manpower accordingly
- 1.6. Allow for detailed excavation for all pad and strip footings, thickenings, edge beams, setdowns, level changes and the like including disposal off site.
- 1.7. Allow for supply, erection and removal of formwork edge boards to slab on ground works including edge thickenings / beams
- 1.8. Allow to form up against blockwork and ableflex as detailed
- 1.9. Allow for all survey & setout required to complete the Work Under Subcontract (WUS) which is not detailed in section 3 as being provided by Alder Constructions Pty Ltd (ALDER).
- 1.10. Allow to place coloured concrete as documented
- 1.11. Allow to place caltide cementaid product within concrete for lift pit base, lift shaft / stair / BBQ lid and entire roof deck suspended slab including suitable PPE as required
- 1.12. Allow to place all reinforcement and mesh in slab on ground, footings, thickenings, edge beams and the like.
- 1.13. Comply with all notes in drawings.
- 1.14. Provide falls as indicated in drawings.
- 1.15. Allow for scabbling to staircases as per details
- 1.16. Allow for all vibration and compaction, screed, finish and curing as required to complete WUS
- 1.17. All exposed concrete finishes are a feature of the building and must be finished to meet all Architectural specification requirements and design levels.
- 1.18. Allow for slab finishes as per Specifications
- 1.19. Allow to achieve all slip ratings to exposed concrete finishes in compliance with the building code and as documented.
- 1.20. Subcontractor to make sure existing structure is not damaged during works.
- 1.21. Allow to provide all works required to tie in new external footpath slabs into existing walkway slabs.
- 1.22. Subcontractor to liaise with formwork, services, post tensioning and reinforcement fix subcontractors for coordination of works.
- 1.23. Supply, place and tape a damp-proof membrane under all slabs on ground with label facing upwards
- 1.24. Allow to erect and dismantle all formwork for slab on ground incl setdowns, edge forms, rebates, grated drains, pits and the like.
- 1.25. Allow to supply and place sand bedding to all slab on ground works.
- 1.26. Allow for hardstand labour
- 1.27. Allow for al prep / machine work for footpaths and hardsand
- 1.28. Allow to remove all spoil from any excavation / prep and machine works
- 1.29. Allow for all vibration and compaction, screed, finish and curing as required to complete WUS. Vibrator to be used correctly at 90 Degrees. Laying down of the vibrator to move concrete is not accepted.
- 1.30. Allow to place concrete which is supplied to the specified slumps and aggregate size.
- 1.31. Allow for all joints complete, incl saw cutting, installation of dowels and reinforcement accessories and join sealing.
- 1.32. Allow to supply & place joint sealing as documented to ground slabs.
- 1.33. Washout to take place only in the designated area on site.
- 1.34. Allow for all site establishments and dis-establishment as required to conform with Alder Construction Program.
- 1.35. Allow for all set out necessary for your trade works including the use of all laser levels etc. Grid lines and benchmarks will be provided by Alder Constructions.
- 1.36. Undertake the Subcontract works in stages or at other sequences as may be required by Alder Constructions.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	<i>Uncontrolled if Printed</i>	Page 2 of 15		

- 1.37. The subcontractor is to acknowledge that not every concrete pour will be concurrent and should allow for multiple revisits as required.
- 1.38. All de-watering relating to your own trade works as required including the supply of such equipment.
- 1.39. Allow to coordinate a pour sequence with Alder constructions as required before commencing.
- 1.40. Allow to agree all concrete quantities including wastage prior to each pour.
- 1.41. Allow to place and finish all slabs as detailed and required allowing to achieve all falls, set downs and desired finishes
- 1.42. Allow to cast in and place any pit lids and grated drains as required
- 1.43. Allow to place and adequately vibrate concrete to all footings and slabs as required.
- 1.44. Ensure concrete is fully compacted and all entrapped air removed but avoid over vibration that may cause segregation.
- 1.45. Allow to finish all concrete as detailed and required.
- 1.46. Allow to pour and finish the concrete with the required reo cover as detailed.
- 1.47. Allow for all required labour to finish the slabs as detailed prior to demobilising for the day. Any slabs that aren't correctly finished are to be grinded by the Subcontractor at their own expense
- 1.48. Allow to supply and apply all concrete curing as detailed and required.
- 1.49. The Subcontractor is to ensure electrical conduits, penetrations, inserts and the like are not disturbed during each pour.
- 1.50. Ensure that all starter bars for columns, block walls and the like are not disturbed during the concrete placement
- 1.51. For all formed concrete faces, the Subcontractor shall allow to grind and patch any concrete work as required to meet the specified Class of finish. This would apply to visible hobs, external concrete slabs, columns, suspended slabs including edges, set downs to wet areas and the like
- 1.52. The Subcontractor shall collect, collate and safe keep all concrete delivery dockets, pump registers and the like for each section or stage of concrete pour works. This information is required to be handed over to Alder for the purposes of valuing the final concrete supply quantities, pumping charges and the like.
- 1.53. Alder constructions will be providing concrete pumping as required, all pumping requirements are to be agreed with the subcontractor and Alder constructions prior to starting. Note if a concrete pump is deemed not necessary for the pour it will not be provided.
- 1.54. A detailed and comprehensive Quality Assurance & Inspection Test Plan (ITP) format will be used for all concrete works elements, preparation, to placement and finishing works through to final curing, defects inspections and handover. This QA document will be required at each stage and separate element of the works.
- 1.55. Allow to provide height access equipment for pouring of columns and other vertical elements
- 1.56. Refer to Architectural Concrete Profile Plans.
- 1.57. Due to the large extent of vinyl flooring to the project, the flatness of slabs is very important. Ensure standards are met to avoid grinding & flooding slabs.
- 1.58. Allow to scabble concrete where documented including but not limited to interface between new & existing footings and slab and stair interface.

2. Project specific exclusions

- 2.1. Bulk excavation works
- 2.2. Formwork to pad footings
- 2.3. Formwork to suspended elements
- 2.4. Concrete & Reinforcement Supply
- 2.5. Concrete Pumping

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 3 of 15		

3. Project specific survey marks provided

Alder Constructions Pty Ltd (ALDER) will provide the following Base Survey for the project inclusive of the following:

- 3.1. Benchmarks and gridlines per building level

All other set out required to complete the Work Under Subcontract (WUS) (other than the above) shall be the sole responsibility of the subcontractor.

4. Required Project Specific Submissions

Samples

- 4.1. N/A

Shop drawings

- 4.2. Not Applicable

Testing

- 4.3. N/A

As built

- 4.4. N/A

Warranties

- 4.5. N/A

Operation & Maintenance (O&M) Manuals

- 4.6. N/A

ITP / Documentation

- 4.7. All ITPs submitted shall be the sub-contractors document submitted with photos of the respective works to the site manager for approval. No payment shall be made for the respective works covered by the ITP until the site manager has approved the submitted ITP.
- 4.8. Within 14 days of contract award and prior to commencement on site, submit all documentation to ALDER as noted in the ALDER Subcontractor Quality, Safety and Environment Plan.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 4 of 15		

Certification

- 4.9. Provide all required Form 15 and 12's to certify the WUS. Particular wording of documents is to be acceptable to ALDER and project certifier. Drafts are to be submitted 2 weeks prior Practical Completion or when requested. It's the Subcontractors sole responsibility to ensure the person signing off on Form 15 & 12 documents are suitably qualified and hold all of the appropriate and current licenses and have in writing from the Certifier acceptance that they are deemed a competent person to sign a Form 12.

5. Trade Specific Conditions

General Trade Specific Inclusions

- 5.1. Provide supervision at all items to ensure the works being carried out do not affect the works of others during times of concrete pour. Be responsible for ensuring no damage is caused to the Works of others during each concrete pour, i.e. displacement of reinforcement and post tensioning by the works or access of the Concreter.
- 5.2. Subcontractor to liaise with and advise Alder Construction Pty Ltd (ALDER) of required Soils /Structural Engineers inspections, giving at least 48hrs notice or reasonable time to enable the engineer to attend site prior to the placement of concrete.
- 5.3. In the event of inclement weather, the decision to pour is to come from ALDER. Allow to repair and make good any rain damaged slabs to finish acceptable to the floor finishes being applied. Where practical protect slabs against storm damage to the during the progress of a pour or at the end of a pour in an inclement weather event.

Detail Excavation

- 5.4. Provide detailed excavation to required depths and widths for all footings, thickenings and the like as documented.
- 5.5. Allow to over-excavate areas and provide safe battering as required to complete works such as waterproofing, formwork, reinforcement place and similar items to inground elements. Sides of footing shall be formed when excavated face is not stable.
- 5.6. All footings to found on material as nominated in the structural documentation. Refer to the Geotechnical Report for further requirements and details and comply accordingly.
- 5.7. Provide appropriate dust control during all excavation activities.
- 5.8. All footing excavations to be cleaned of loose material, water and the like prior to pouring of any footing elements.
- 5.9. Allow to move and stockpile excess spoil on site in areas as directed by ALDER for reuse at a later stage. Do not locate close to hazard areas, including likely areas of concentrated or high velocity flows.
- 5.10. Remove all soft spots and organic materials prior to placement of concrete and compact as required in order to comply with the specification.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 5 of 15		

- 5.11. Where works are carried out near existing trees, avoid damage to root structures and trees in general. Provide adequate protection to trees and excavate by hand where required. Damaged trees shall require replacement by the Subcontractor at their cost.
- 5.12. Quantification of materials for variation purposes must be measured and quantified in situ at the densities detailed in the structural documentation. The measure shall allow for no bulking factors.
- 5.13. Where excavation work is to be carried out adjacent to existing footings, the exact level of the underside of the footings shall be obtained by test pits prior to excavation. Under-pinning and shoring shall be carried out as detailed by structural engineer. The existing structure shall be maintained in a stable and undamaged condition.
- 5.14. Where required foundation material is deeper than the underside of footings as detailed, follow the appropriate detail in the structural documentation. Notify ALDER of any instance where the footing bearing pressure is not achieved, and additional excavation and blinding will be required. Failure to notify will result in any additional works not being assessable by ALDER or the Client.
- 5.15. The Subcontractor must notify ALDER as soon as suspected acid sulphate soils, rock or similar are found on site.

Formwork

- 5.16. All workmanship and materials shall allow for the finished concrete product to meet or exceed the class of finish specified within the construction documentation. Any remedial works required to bring concrete finish up to the specified class of finish will be at the subcontractor's expense.
- 5.17. Suitable evidence must be provided to ALDER and kept on site, which verifies that form ply sheets used conform to Australian Standards. Evidence requested may include copies of Purchase Orders or photos of markings showing sheets have been stamped.
- 5.18. Coordinate with other trades including but not limited to:
 - 5.18.1. hydraulic contractor for the set out and bracing of all cast in items
 - 5.18.2. other structural trades to ensure correct sequencing
 - 5.18.3. waterproofer for casting in of water stops and the like
 - 5.18.4. windows and door contractor for opening and rebate sizes
- 5.19. Provide the set-out and cast-in of lift shaft lifting hook or temporary lifting beam into the formwork as detailed on the lift manufacturer's drawings.
- 5.20. Provide all stop ends, construction joints, set-downs, rebates, reglets, chamfers and the like as shown on the construction documentation. Establish and mark finished concrete levels for all columns, walls and the like by providing a fillet or other means acceptable to ALDER.
- 5.21. Subcontractor to ensure that surface levels and all required rebates, gradients, falls, cross falls and the like are achieved as documented.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 6 of 15		

- 5.22. Allow to form all documented trench grate rebates, falls to balconies, penetrations for balcony overflows and the like.
- 5.23. Follow the requirements of the main contractor and the constructed documentation to determine if any hobs are to be poured with or without the structural slab. If required, allow to make good hobs to achieve the required class of finish. In particular where hobs are not rendered and/ or are exposed to view.
- 5.24. Refer to all relevant for construction issue consultants, engineer's and workshop drawings for additional information and set outs. Penetration locations and positions are to be submitted to the engineer for approval on existing structural drawings. Do not cut reinforcement on site to clear penetrations. The Subcontractor is to cut, form and protective cover (once only) all temporary and permanent penetrations and openings, inclusive of safety reinforcement mesh and covers to ensure water tightness and safety during construction. Ply (or other approved method / material) is to be placed over the penetration prior to and after the pouring of concrete, or in accordance with any directive of the Work Cover Authority. Protective covers shall be clearly labelled with "Peno" or similar warning. Remove covers when Instructed by the ALDER Allow to form all required penetrations and block outs in lift fronts and protect with mesh until taken over by the Lift subcontractor
- 5.25. A suitable system must be implemented to ensure that only materials and components that comply with the specifications of the formwork design drawings and documentation are being used. Materials and components that are damaged, excessively worn or not fit for the intended use must not be used. The formwork contractor must allow the quantity of material to maintain program not just fit in with stripping schedules. Provide adequate number of column boxes to maintain the ALDER program. The quantity and storage location of column boxes is to be agreed with ALDER prior to the boxes being brought to site. Allow to store material off site if required.
- 5.26. Allow to construct access platforms, ladders and the like specific to the formwork trade to allow works to be carried out unhindered and in a safe manner. This shall include for all reinforced concrete vertical elements. Provide safe stair access to all decks for other trades. Provide temporary edge protection to all leading edges to allow other trades to carry out their works to the deck in a safe manner. Allow for all access equipment required to complete the contract and rectification Works such as, but not limited to, scissor lifts, mobile scaffolds, knuckle booms and the like. Refer to the project scaffold plan to understand any shortfalls that will be the formworkers responsibility to make safe.
- 5.27. ALDER will be providing perimeter scaffold as edge protection. Scaffold will be installed for general use only and all adjustment or moving of boards, ledgers and hop ups and the like shall only be carried out by the Scaffold Subcontractor. Any rectification of scaffold movement carried out by the Formwork Subcontractor will be at the Formwork Subcontractor's costs. There shall be no storage of materials on the perimeter scaffold.
- 5.28. The Subcontractor shall establish, co-ordinate and manage an appropriate hold point for each stage of the works The Subcontractor must co-ordinate a sign off from all relevant trades. A Pre-Pour Checklist will be developed and be required to be completed for every concrete element as part of the project's Quality Assurance Subcontractor to liaise with and advise site management within a reasonable timeframe of required structural engineer's inspections.
- 5.29. The Subcontractor shall include and be responsible for the setting out and levelling of all formwork and false works elements (unless noted otherwise in Section 2 of this document). Including but not limited to all frame, bearer, joist and plywood set out as well as vertical elements including column boxes, cores and core systems pull out bars, rib-boxes fillets and the like for all pour heights of all concrete elements. The Subcontractor will be responsible to ensure that items are installed in the correct location, plumb, level and to the heights and levels as documented.
- 5.30. Provide provision for all temporary and permanent joints in accordance with documentation provided.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 7 of 15		

- 5.31. The Subcontractor is to provide for all required temporary propping and spanning over scaffold, access and egress routes, crane and hoist penetrations, during the forming of all slabs. Where elements may be exposed to additional construction loads such as mobile cranes, concrete pumps and the like, ALDER shall provide on request such loads for adequate temporary propping. Return visits may be necessary to infill all penetrations for temporary works (tower crane, hoist, scaffold stairs, formwork penetrations for stripping or removal of materials), as and when directed by the ALDER.
- 5.32. The Subcontractor is to supply, handle, progressively install and temporarily prop all prefabricated steel stair form system components, inclusive of tie beams as required, and the supply and installation of complete handrail systems as flights are installed. If the permanent handrail installation is left incomplete, the Subcontractor is to provide temporary handrails to comply with all Site safety requirements.
- 5.33. When positioning column boxes, wall shutters or the like, then the Subcontractor shall move and retie reinforcement bar as required should it prove to interfere with the Subcontractor's "Z" bar.
- 5.34. All formed elements are to be cleaned out using compressed air and vacuum cleaners progressively and following the completion of all trade work. Provide adequate "blow out" holes in strategic areas to facilitate cleaning out of forms prior to pouring. Each trade has a responsibility to clean out all formed elements prior to the pour, including Steelfixer, PT Subcontractor, Concrete Subcontractor and Services trades.
- 5.35. Prior to pouring of each concrete element, provide to ALDER an Engineers Certificate (in accordance with Formwork Code of Practice) certifying the Work Under Subcontract (WUS) has been constructed in accordance with the design and is ready to accept the concrete.
- 5.36. Ensure a representative of the Subcontractor is in attendance during all concrete placement operations. Monitor and adjust all formwork and falsework as required during concrete operations to maintain the required levels and standards of finish
- 5.37. Prior to commencement of the stripping operation, ALDER Site Manager is to provide written certification that formwork can be removed. This certification should be based on an engineer's specifications for the building, the strength of the concrete mix and the time period that has elapsed since the pour. An engineer will also be required to have input into the stripping safe work method statement to ensure the concrete element will not fail. Replace all defective formwork materials as the work proceeds to maintain the quality of finish. Compatible Form release agents are to be presented for approval on 'Off Form' finish areas to ensure compatibility with specified finishes. Allow to grind off all anchor bolts cast into slab and coat with a material as approved by design consultants and ALDER.
- 5.38. Remove all formwork and back propping as directed by the Structural Engineer. Stripped formwork materials shall be cleaned, de-nailed and stacked in areas designated by ALDER. The Subcontractor shall note that drop stripping is prohibited. Provide all barricading and signage acceptable to ALDER whilst stripping to prevent access by other trades. Any surplus material is to be removed from site as soon as practical following stripping.
- 5.39. Install re-box/ rip boxes to areas noted in the documents and pulling out of re-box starter bars including cleaning up of all debris and placing in bins provided. Break and clean away to bins provided at each level.
- 5.40. Provide labour to hose down walls, columns & floors below during slab pours to avoid slurry runs & build-ups. The Subcontractor shall also be responsible for the removal of all vertical and horizontal "slurry runs" after stripping. Allow for all joint sealing or gap filling to formwork only to assist in the prevention of slurry runs or loss of concrete during a pour.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 8 of 15		

- 5.41. Patch blow out holes, shear bolts and the like and make good after the removal of formwork. Patching is limited to that required to produce the class of finish specified. Product specification and MSDS for patching materials must be submitted to ALDER for approval prior to use on site

Reinforcement Placement

- 5.42. The subcontractor shall allow to provide suitably skilled labour to fix reinforcement in accordance with contract program requirements and pour sequences that will change from time to time to all locations documented on the construction drawings to all concrete elements. Allow to coordinate with Formwork, Post Tensioning Contractor, Concrete Place and Finish Subcontractor, Block worker and other trades on site to ensure suitable sequencing of works to maintain programme
- 5.43. Subcontractor shall fix the reinforcement within the documented tolerances and cover and be responsible for rectifying all incorrectly placed materials including costs associated with any required investigation works, abortive works or replacement works.
- 5.44. Allow to install all accessory items as documented including but not limited to all dowels /dowel caps, grease bars, anti-burst, rebox, keys, sleeves, bar chairs, starter bar caps (including maintenance and recover of), chair supports/base plates and the like. Chairs, spacers and supports to be solid PVC. Plastic tipped chairs will not be permitted.
- 5.45. Allow to Supply oxy and acetylene, bar bender and cutter, cold cut saw. Subcontractor to gain approval from the structural engineer of all methods required to cut and adjust steel. Oxy bottles to be on rubber wheeled trolleys. Include all safety equipment and leads including fire extinguisher.
- 5.46. Subcontractor shall supply an experienced supervisor to co-ordinate and assist in the deliveries, programming and lifting and sorting of reinforcement by crane to the working deck and subsequent lifting down of any excess reinforcement. At the time of receipt of reinforcement, advise the Main Contractor of incorrect deliveries or defects in order to minimize any delays to the Construction Programme. The Subcontractor shall transfer all reinforcement for the locations lifted by the crane to the work area where required, including all horizontal movement.
- 5.47. During construction the structure shall be maintained and no part to be overstressed. All trades to ensure that material handling does not exceed slab limitations and where not possible the trade must provide suitable back propping to the area. If in doubt, seek approval by the Engineer
- 5.48. Subcontractor to be responsible to co-ordinate with ALDER the scheduling, tying schedules, marking plans, delivery sequencing and ensuring sufficient materials are on site when required.
- 5.49. Reinforcement is shown diagrammatically. It is not necessarily shown in true projection unless noted on drawings. Be responsible for providing the correct lap lengths. Complete all documented reinforcement associated with movement joints, pour breaks, construction joints and the like. Ensure that all required set downs, rebates, gradients, falls and cross falls are achieved and that all surface levels are within required tolerances.
- 5.50. The Subcontractor shall allow for the prefabrication of any element of the work so far as practical. Prefabrication on site shall allow for the elements to be crane liftable by way of additional ties and tie wire to strengthen the prefabricated elements. Prefabrication shall be carried out in areas designated by ALDER.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 9 of 15		

- 5.51. Set out and install ALL starter bars for Blockwork and concrete walls as per structural design. Allow to drill and epoxy any starter bars incorrectly placed or missing to the satisfaction of the Structural Engineer.
- 5.52. Straighten to final position all starter bars, pull-out bars, rebox bars and the like including the cleaning down and removal of all concrete residue to the rebar as may be instructed by the Main Contractor.
- 5.53. Reinforcing mesh shall be laid with sheet lapping as specified by Structural Engineer, but no greater in order to maximize coverage. Include for all cutting of mesh sheets on site as required and the removal of wastage resulting from the operation.
- 5.54. All cutting, trimming, adjusting, bracing and the like of reinforcement around openings and penetrations to the satisfaction of the structural engineer are generally deemed to be included in the fixing rates.
- 5.55. Penetration locations and positions are to be submitted to the engineer for approval on existing structural drawings. Do not cut reinforcement on site to clear penetrations. There shall be no heating of reinforcing bar to change to shape or direction of the bar. If the reinforcing bar is required to be heated to bend or move a bar prior approval shall be obtained from the Structural Engineer.
- 5.56. Subcontractor to liaise with and advise ALDER Site Management of required Structural Engineers inspections, giving at least 48 hours notice. All items raised during Structural Engineers inspections are to be rectified without delay in order to minimize any delays.
- 5.57. Removal and deposit (into facilities provided) all excess tying wire, tie wire off cuts, spacers, steel offcuts and reinforcement bar, bundle wire, tags and the like on completion of reinforcement fixing or as directed by the Main Contractor.
- 5.58. Co-ordinate the installation of works with the Post Tensioning Subcontractor for all anti-burst and any additional reinforcement requirements.
- 5.59. Allow to coordinate with hydraulic Subcontractor for the correct set out, placement and bracing of all cast in pipework & conduits.
- 5.60. Co-ordinate the works with all cast-in and post-drilled elements including balustrade supports, privacy screens, façade attachments/fixings and the like.

Concrete Place and Finish

- 5.61. Allow for all vibration/compaction, screed, finish, supply and place aliphatic alcohol and supply and place curing compound and the like as required to complete the scope of works in accordance with construction drawings and all relevant standards.
- 5.62. Allow for all necessary slab preparation.
- 5.63. Ensure correct concrete cover is maintained during placing and finishing the Works.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 10 of 15		

- 5.64. Allow for any visqueen, blinding layers and the like (inclusive of all thickenings, ground beams and set downs) as detailed on the construction documentation. All Visqueen shall be correctly labelled
- 5.65. Place and finish of concrete to be inclusive of all ancillary items including but not limited to bond breakers, ableflex, compressible fillers, waterstops, caulking materials, tape, plastic membranes, dowel sleeves and the like.
- 5.66. Provide supports to adjacent structures or substrates where necessary, sufficient to prevent damage arising from the works.
- 5.67. Provide all permanent movement joints, temporary movement joints, expansion joints and the like in accordance with documentation provided.
- 5.68. Subcontractor to allow to stop pours at an appropriate level as approved by Structural Engineer to facilitate seamless continuation of elements which continue through to form part of the next stage of works.
- 5.69. Subcontractor to allow for adequate vibration and compaction and ensure all required rebates, gradients, falls and cross falls are achieved and levels are within tolerance. Co-ordinate with door and window shop drawings for rebate sizing.
- 5.70. Allow for all documented saw joints, key joints, construction joints, doveled joints and the like as detailed, including all ancillaries such as dowels, bond breaker, sleeves, key joint systems, ableflex and silicone and caulking joint material and the like.
- 5.71. Provide falls to levels as shown on the documentation. Falls shall be provided to all floor wastes, drains, strip drains, spoon drains and away from critical elements such as lift cores, garage doors, service risers and entries to the building. Where no falls are shown on drawings, but common sense indicates fall is required then this is to also be allowed for in contract price. Finished levels and falls shall allow the correct application of floor finish without additional works.
- 5.72. Provide ramp gradients as detailed. Refer to both the architectural and structural documents.
- 5.73. Provide all steps and rebates to slabs as detailed on the construction documentation.
- 5.74. Allow for filling of stressing pans after stressing works complete to receive floor finishes. Prepare, fill and finish all stressing pans set downs with an approved mix as documented by the Structural Engineer and Post Tensioning Subcontractor. Co-ordinate the filling of pans with ALDER and the post Tensioning Subcontractor. Pans shall be filled and finished flush with the adjacent surface and be suitable for intended floor finish.
- 5.75. Supply and install all formwork, install all reinforcement, and place concrete to all footpaths, driveways, ramps, crossings and the like as detailed and described on the construction documents and in accordance with local council guidelines.
- 5.76. All control joints are to be located as shown on the documentation. Allow to fill joint with backer rod and caulking as specified within the documents
- 5.77. Provide and maintain concrete washout facilities. Washout facilities shall be provided in areas agreed with the Site Manager.
- 5.78. Ensure spoon drains fall to drainage outlets where documented.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 11 of 15		

- 5.79. Allow for all movement gap / separation detailing.
- 5.80. Allow to comply with the structural engineer's details when bonding fresh concrete with existing.
- 5.81. Prevent damage to forms during concrete compaction by vibration.
- 5.82. Allow for all necessary water stops and the like required as shown in the design documentation and details. Provide a sample and technical data sheet of the proposed water stop for engineer's approval prior to its use on site.
- 5.83. Allow for filling, vibration and finishing of all services plinths and the like where documented or where plant and equipment are shown on construction drawings. Edge frame shall be set out and installed by the Services Subcontractor.
- 5.84. Allow for checking formwork prior to concrete pours to confirm it is at the correct levels.
- 5.85. Allow to patch fixing holes on the slab from temporary support items such as scaffold braces and the like.
- 5.86. Allow for daily cleaning of substrates, scaffold, edge protection or any equipment/trade works to ensure they are free from concrete.
- 5.87. Pre-plan each concrete pour to ensure the required tools are readily available including vibrators and helicopters. If lifting by a tower crane is required co-ordinate the movement of the items with the Site Manager.
- 5.88. Pours shall be continuous with no cold joints unless specifically approved by the Structural Engineer and ALDER.
- 5.89. Where pour strips are designed the Subcontractor shall allow to return to these areas at no extra cost and perform the Works in accordance with the documents.
- 5.90. Allow to prepare, place and finish concrete to all temporary Builders Works penetrations including but not limited to survey penetrations, crane penetrations, hoist penetrations, scaffold ties, screen ties and the like.
- 5.91. Assist with the maintenance of stair bar safety caps and re-instate safety caps as part of the works during concrete pours and in preparation of concrete pours.
- 5.92. Allow for edge formwork to all slab on ground including all necessary block outs, stop ends, penetrations and the like.
- 5.93. Supply and place blinding's below all footings to engineer's details.
- 5.94. Subcontractor to allow to incorporate any service penetrations and the like through footings and slabs, to engineer's detail.
- 5.95. Allow to co-ordinate with services Subcontractors to maintain positions of cast-in elements during pours.
- 5.96. Allow for return visits as required for Structural Hobs not able to be poured with slabs.
- 5.97. Allow for coloured, textured or exposed aggregate concrete per the construction drawings and specifications.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 12 of 15		

- 5.98. Ensure that all curing compound is compatible with waterproofing material before placement. Submit product to ALDER for review.
- 5.99. Allow for the specified concrete sealer to be supplied and placed in accordance with the manufacturers recommendations. Provide technical data and samples prior to proceeding on site.
- 5.100. All concrete connections and transitions to existing infrastructure to be smooth.

6. General Conditions

- 6.1. Supply all labour, materials, plant, equipment, transportation, supervision, administration, trade design (where required), warranties, manufacturers recommendations and certification for the provision of the WUS and associated works as necessary to complete the Principal Works all in accordance with the drawings, specifications, consultant reports, Development Application, Building Approvals, Australian Standards, National Construction Code of Australia (NCC), Authority Requirements, Council Requirements, all Regulations and Laws, all relevant Statutory requirements and any other Subcontract Documents.
- 6.2. The Scope of Works shall be inclusive of all works incidental to the work that is not implicitly described in the drawings or specifications but is necessary for the proper completion of the works. Undertake the works pursuant to the Drawings, Specifications, ALDER Instructions and this Scope of Works to achieve the required and necessary outcome of the relevant works. The Subcontractor must comply with all aspects of these documents and any instruction given to them to ensure the construction documents and general principles are adhered to at all times. The Scope of Works is to be read in conjunction with the relevant documentation for this package to ascertain the total extent of the works.
- 6.3. Note: 'Provide' or 'Allow' means complete Supply, Install & Lay and all associated works as necessary to complete the works.
- 6.4. Where required the Subcontractor shall arrange for manufacturers' and/ or suppliers to carry out regular inspections of the installation works and record such inspections as part of the Subcontractors ongoing quality assurance commitments. The Subcontractor shall provide reasonable notice of the upcoming inspection to ALDER for their optional attendance at the same. The manufacturer/ supplier shall provide a written report of the inspection and any recommendations which may be required for compliance to the manufacturers/ supplier's details. The full report must be available for ALDER review if requested.
- 6.5. Allow to inspect all work areas and bring to the attention of the Main Contractor any site conditions or substrate defects impacting the proper completion or performance of the subcontract works, which (in the opinion of the subcontractor) are outside the acceptable tolerances for the subcontractor to complete the WUS and other trades need to rectify. Once the WUS has commenced to an area, the Subcontractor is deemed to have accepted the conditions and substrate and will be responsible for any defects and associated costs due to any required investigations or rework from other trades.
- 6.6. All levels shall be taken from established bench marks and not from centre line survey pegs. The Subcontractor shall ensure that the WUS is installed in the correct location, plumb, level and to the heights and levels as documented.
- 6.7. The Subcontractor shall verify all dimensions prior to commencing works. Measurements shall be taken from the figured dimensions and are not to be scaled from the drawings.
- 6.8. The Subcontractor is not to enter upon nor do any works within adjacent lands without the written permission of ALDER and the land owner.
- 6.9. Any discrepancies or omissions shall be referred to the design team for resolution via an RFI to ALDER.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 13 of 15		

- 6.10. Invite ALDER to attend any required meetings with external authorities to complete the WUS i.e. Energex, QFES, local council etc. Submit copies of all correspondence, meeting notes, design advice and the like to ALDER where applicable to the work as soon as possible.
- 6.11. The Subcontractor shall provide ALDER all necessary information and mark ups to independently check and ensure that services encased in floor slabs, for example electrical conduits, water pipes etc. are not interfered with or damaged by core drilling and the like. No core drilling shall proceed without the prior approval of the Structural Engineer and Builder.
- 6.12. During construction the structure shall be maintained to stable conditions and no part to be overstressed. All trades to ensure that material handling does not exceed slab limitations and where not possible the trade must provide suitable back propping to the area. If in doubt, seek approval by the Engineer via ALDER.
- 6.13. The Subcontractor shall be responsible for the maintaining of wash out facilities which are used by the Subcontractor for cleaning and washing up purposes during the Works. Specifically, the Subcontractor shall be responsible for cleaning and removal of all setting waste material and the like from the wash out facilities to ensure that the facilities are always in good working order. All waste materials shall be removed from site by the Subcontractor. The Subcontractor shall co-ordinate the cleaning/ maintenance of the facilities with the ALDER where required.
- 6.14. Cleaning, sweeping and placing of all construction waste to provided bins to enable ongoing productive work to site and all work areas. Cleaning will be the responsibility of all trades. If required, a cleaning crew will be established with a representative from each trade to assist in cleaning of all work areas and access ways to enable safe and productive work. Failure to comply will result in labourers being hired and costs referred to applicable trades.
- 6.15. Provide suitable temporary protection and/or supports to adjacent works and existing structures where required, sufficient to prevent damage arising from the works.
- 6.16. Provide all authority approvals / permits etc. including payment of associated fees i.e. road / footpath closures, noise, dust, traffic control and the like. Applications for approvals are to be made at times which will not cause delay to the program.
- 6.17. Dewater work areas (where required) including access to the work area following wet weather to enable the commencement of productive work. Dewatering will be all trades responsibility. If required, a dewatering crew will be established with a representative from each trade to assist in clearing access ways to enable works to recommence.
- 6.18. Allow for preloading of materials as directed by ALDER inclusive of any required back propping (design, supply, install, certification and removal) as well as any suitable protection from weather.
- 6.19. To the extent that the Subcontractor activities affect the traffic circulation within the site and outside the boundary, the Subcontractor shall develop a Traffic Management Plan (TMP) that addresses how these impacts will be managed to the satisfaction of ALDER and relevant authorities, including but not limited to providing a Traffic Guidance Scheme, Police Permit, local Council Permit and Traffic Control. The Subcontractors TMP shall comply with ALDER Site Specific TMP.
- 6.20. No storage of materials onsite without prior approval from ALDER Site Manager. Manage the access of materials to site so as not to impact on access to other trades. ALDER will not manage Subcontractor deliveries and any deliveries that are not pre-arranged will be turned away. The Subcontractor shall utilize designated materials lay down areas where required and as agreed with ALDER.
- 6.21. All surplus packaging, waste and the like is to be removed to the bins on the day of its generation. All pallets are to be recycled and taken off site by the Subcontractor on the day of them being freed of materials.
- 6.22. The required amount of material only is to be placed in any specific area or on each floor. Accurately quantity materials to minimize waste and unnecessary crane and hoisting to the required floor. The Subcontractor will be charged for

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 14 of 15		

all double handling and additional lifting associated with relocating materials and waste. The Subcontractor should allow for storing materials off-site.

- 6.23. The Subcontractor is to allow for staged construction of all components of the works, including multiple re-visits to areas as required.
- 6.24. All horizontal handling of materials around site and to their final intended location shall be the sole responsibility of the Subcontractor, including the provision of suitable equipment and labour.
- 6.25. All warranty periods will commence from the Main Contractors Practical Completion date. Where no warranty period is nominated in the construction documents, the Subcontractor shall provide the minimum period offered by the manufacturer or supplier. The Subcontractor must arrange and co-ordinate all tests and inspections necessary by all relevant parties to obtain full unconditional warranties for the WUS.

7. Applicable Alder Constructions Pty Ltd Alerts

- 7.1. Construction Alert No 2 – Site Cleanliness
- 7.2. Construction Alert No 4-1 – No Smoking on Sites

8. Subcontract Conditions

- 8.1. The subcontract team is deemed to understand the subcontract and all its clauses.

SCOPE OF WORKS – DETAIL EXCAVATION, FORMWORK, REINFORCEMENT SUPPLY/PLACE, CONCRETE SUPPLY/PLACE/FINISH	Document No.: SOW-CPDEFRC-1	Version No.: 1 A	SC Initials	ALDER Initials
Release Date: 12/04/2024	Uncontrolled if Printed	Page 15 of 15		

Annexure Part E

Pre-Contract Meeting Minutes



Project:

Project Manager:

Trade:

Subcontractor:

Date:

P305 - 1990 GOLD COAST HWY MIAMI - SOCIAL HOUSING - 33 APARTMENTS

VISHAAN RANA

CONCRETE PLACE

MC CONCRETE CONTRACTORS

20/02/2024

Attendees:

Name	Company / Role
VISHAAN RANA	ALDER - PM
TYANNA CHILDS	ALDER - CA
ANDREW CANNING	ALDER - SM
LJ CIVIL - CONSTRUCTION MANAGER	DAN KILLIAN
LJ CIVIL - ESTIMATOR	HAYDEN CATHCART
ROB OSMOND	ALDER - HSE

Project Overview:

Demolition of existing buildings down to basement slab, construct new multi level social housing facility comprising of 33no apartments with carpark on ground floor, and roof deck entertaining area

Price:

LUMP SUM/COST PLUS: \$			
Description	Qty	Unit	Total
SUBJECT TO FINAL INCLUSIONS			\$260,201 + GST
TOTAL			

Day Rates:

LUMP SUM/COST PLUS: \$			
Description	Qty	Unit	Total
Labour			
Skilled	\$85/HR		
Material & Plant Margin	\$40 PER DAY PER PERSON TRAVEL		
Plant	10%		
	RATES TO BE PROVIDED FOR EXCAVATORS ETC		

Project Discussion Points:

Additional/specific inclusions to the attached scope of works	AS PER SCOPE OF WORKS
Specific exclusions to the attached scope of works	AS PER SCOPE OF WORKS, MOBILE ACCESS EQUIPMENT EXCLUDED
Access and site challenges	TIGHT SITE, LOGISTICS FOR STATIC LINE, PARKING ON STREET, COMMON COURTESY ON STREET
Required shutdowns/out of hours works	N/A
Value Engineering opportunities	N/A
Trades required to coordinate with	FORMWORKER, CIVIL, SERVICES TRADES, REO FIX, PT, CONCRETE PUMP
Interfaces/Coordination - no claim is allowed against any shortfall in preceeding work scope/quality, but the requirements of following trades are to be adequately allowed for.	YES
Design Responsibility included in scope	NIL
List of Samples to be provided	NIL
List of ITPs to be provided	ITP TO BE PROVIDED PRIOR TO COMMENCEMENT OF WORKS

Project Specific Design Requirements

TOPIC	SPECIFIC REQUIREMENTS
N/A	

Health, Safety, Environment & Quality

Confirm that Alder HSEQ Pre-Qualification Questionnaire has been completed	PREVIOUSLY COMPLETED		
HSEQ incidents in the last 3 years and lessons learnt	NIL		
Subcontractor to confirm the status of their HSEQ systems (ISO Accredited, etc)	INTERNALLY CERTIFIED		
Subcontractor to identify the safety, environmental and quality challenges associated with their works on the project	TIGHT SITE, SCAFFOLD, STATIC LINE PUMP		
Subcontractor to identify how they will manage these challenges on the Project	MANAGE THROUGH SWMS		
Subcontractor agrees to work under Alders HSEQ policies and documents	YES		
Subcontractor understands that failure of their workers to adhere to the HSEQ requirments of the project can lead to the removal from site of the persons involved	YES		

TPAS & Indegenous Employment Opportunity (IEO)

Classification	Hours Required		
TPAS - New Entrant (employed within last 3 months)/ Apprentice	N/A		
TPAS - General Training	N/A		
IEO - Employees on site	N/A		
IEO - Employee hours	N/A		

Program, Resources & Lead Times:

The program presented by Alder is acheivable	YES	Commitment of resources for peak periods	
Allowance has been made for activity durations, method, sequence and timing	YES	Commitment of resources for average periods	
Confirmed and agreed changes to program	YES	Commitment to Site Manager (name)	
Description	Period From Contract Execution	Description	Period from Direction
Samples	N/A	Delivery	N/A
Design	N/A	Mobilise	N/A
Design Approval	N/A	Works	N/A
Manufacture/Fabricaton	N/A	Commission/ Handover	N/A

Attendance Specifics:

Description	Alder	Contractor	Comments
Office	Space for	Provision of	

Stores	Space for	Provision of	
Welfare	Provision of	Respectful use of	
Cranage	As per Cranage scope/plans/durations	All other	
Plant & Equipment movement	Nil	All except as per Cranage	
All other plant & equipment	Nil	All	
Fuel to plant & equipment	Nil	All	
Scaffold	As per Scaffold scope/plans/durations	All other including task	
Temporary Electric/Power	Provision within 50m of workface	To workface	
Lighting	General safety	Task to works	
Setting Out	Gridlines & Datums	All other	
Rubbish Removal	Centralised Skips (segregated if applicable)	To Skips (segregated and used efficiently)	
Cleaning	Of communal areas	All other including works upon completion	
Protection	Nil	All works and interfacing trades	
Personal protective equipment	Nil	All	

Administration:	Confirm due allowance has been made to enter into unamended Alder Constructions Works Contract conditions	YES	No claim is allowed against any shortfall in preceeding work scope/quality, but the requirements of following trades are to be adequately allowed for	YES
	Confirm due allowance has been made for all documents issued during the tender process, these shall form part of any subsequent contract	YES	Due allowance has been made for all sundry works associated with a project and scope of this nature	YES
	Payments terms are agreed as: claim in the cumulative less previous, submit 25th, paid in 25 business days or 1st of next month	YES	It is agreed that resequencing of the works or changing activity durations does not constitute delay, disruption, acceleration or any other right to claim costs	YES
	Supporting documentation attached to each payment claims agreed as: Stat Dec, substantiation of progress/quantities, variation details, dayworks/dockets	YES	The works are only to be varied if directed by Alder's project manager as a variation, no claim is allowed unless accompanied by such a direction	YES
	Security under contract agreed as: retention at the rate of 10% until 5% of the Contract sum is reached, bank guarantees are not accepted	Yes / No	Any concerns, comments or queries against the documents are to be formally raised in a reasonable time and good detail so as to prevent delay	YES
	It is agreed that the contract liquidated damages rate is reasonable and shall be applied against any delay for which an extension of time has not been granted	YES = \$7,500 per day	It is agreed that the means of distributing documentation shall be by way of internet based Procore software system	YES
	Confirm allowance has been made to provide the Warranties required under the project specifications and other documents, and in the form included within the Works Contract	N/A	It is understood that failure of workers to adhere to the HSEQ requirements can lead to the removal from site of the persons involved, and/or termination of the Works Contract	YES
	Allowance has been made for working in and around all existing conditions	YES	HSEQ and Financial Prequalification forms to be submitted including providing all required supporting documentation	YES
	It is agreed that any prior quotation and/or any prior communication does not form part of the agreement and is superseded by the contract	YES	HSEQ documentation to be submitted within 1 week from the date of issue of any subsequent contract	YES
	Sub Subcontracting - it is agreed that a Shcedule 6 is to be provided to Alder for approval from Superintendent prior to engaging sub subcontractor	N/A	PAYAPPS	YES
	Form 12 - Company representative who will sign off Form 12 - to be approved by Certifier	JASON MOULD	1 BREADCRUMB	YES

Subcontractor Details:	Turnover	\$10M	Disputed Claims in progress	NIL
	Current project commitments/value	\$3M	Employment Award Details	ABOVE AWARD
	Age of company	2 YEARS	Third party sub-subcontractors details	NIL
	Compliance with modern slavery laws	YES	Details - confirmation Pty Ltd's only and no Sole Trader ABNs in their or your workforces	N/A

Agreement: I confirm that the above is a true and accurate record of the meeting and warrant that I have read, understood and made due allowance against the entire content of this document, indemnify Alder against any loss suffered against this warranty, and I am duly authorised by the Subcontractor to agree to the terms and conditions contained therein, and sign below confirming acceptance.

Signed:		Name: Hayden Cathcart	Role: Estimator	Date: 20/02/24
.....				

Annexure Part F

Document & Drawing Registers



Alder Constructions

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Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
DP-02	DEMOLITION PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
DP-03	DEMOLITION PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-000	COVER PAGE	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-000A	GENERAL NOTES	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-001	SITE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-100	LEVEL 1&2 FLOOR PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-101	LEVEL 3&4 FLOOR PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-102	ROOF PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-140	FLOOD STORAGE LEVEL - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-141	FLOOD STORAGE LEVEL - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-150	PART LEVEL 1 FLOOR PLAN - SUNSHINE PDE	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-151	PART LEVEL 1 FLOOR PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-152	PART LEVEL 2 FLOOR PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-153	PART LEVEL 2 FLOOR PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-154	PART LEVEL 3 FLOOR PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-155	PART LEVEL 3 FLOOR PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-156	PART LEVEL 4 FLOOR PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-157	PART LEVEL 4 FLOOR PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-164	PART ROOF PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-165	PART ROOF PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-180	UNIT FLOOR PLANS - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-181	UNIT FLOOR PLANS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-182	UNIT FLOOR PLANS - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-183	UNIT FLOOR PLANS - SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-200	LEVEL 1 RCP	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-201	LEVEL 2 RCP	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-202	LEVEL 3 RCP	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-203	LEVEL 4 RCP	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-240	LEVEL 1 CONCRETE PROFILE PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-241	LEVEL 2 CONCRETE PROFILE PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-242	LEVEL 2 CONCRETE PROFILE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-243	LEVEL 3 CONCRETE PROFILE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-244	LEVEL 4 CONCRETE PROFILE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)



Alder Constructions

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Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
WD-245	ROOF CONCRETE PROFILE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-246	UPPER ROOF CONCRETE PROFILE PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-250	LEVEL 1 BLOCKWORK SETOUT PLAN - SUNSHINE PDE	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-251	LEVEL 1 BLOCKWORK SETOUT PLAN - GOLDCOAST HWY	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-252	LEVEL 2 BLOCKWORK SETOUT PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-253	LEVEL 3 BLOCKWORK SETOUT PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-254	LEVEL 4 BLOCKWORK SETOUT PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-255	ROOF LEVEL BLOCKWORK SETOUT PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-260	UNIT DIMENSION PLANS -SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-261	UNIT DIMENSION PLANS -SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-262	UNIT DIMENSION PLANS -SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-263	UNIT DIMENSION PLANS -SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-264	UNIT DIMENSION PLANS -SHEET 5	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-265	UNIT DIMENSION PLANS -SHEET 6	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-270	UNIT ELECTRICAL LAYOUT - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-271	UNIT ELECTRICAL LAYOUT - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-272	UNIT ELECTRICAL LAYOUT - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-273	UNIT ELECTRICAL LAYOUT - SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-300	OVERALL ELEVATIONS	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-301	ELEVATIONS - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-302	ELEVATIONS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-303	ELEVATIONS - SHEET 3	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-400	SECTIONS - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-401	SECTIONS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-402	SECTIONS - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-403	SECTIONS - SHEET 4	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-404	SECTIONS - SHEET 5	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-450	TYPICAL DETAILS - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-451	TYPICAL DETAILS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-452	TYPICAL DETAILS - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-453	TYPICAL DETAILS - SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-460	SCREEN DETAILS - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-461	SCREEN DETAILS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-470	PERGOLA, LETTER BOX DETAILS	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-471	ROOFTOP PERGOLA DETAILS	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-480	EXJ SETOUT DETAIL - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-481	EXJ SETOUT DETAIL - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-482	EXJ SETOUT DETAIL - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)



Alder Constructions

Printed on Tues 16 APR 2024 at 10:19 am AEST

Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
WD-500	3D VIEWS - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-501	3D VIEWS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-502	3D VIEWS - SHEET 3	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-503	3D VIEWS - SHEET 4	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-550	STAIR DETAILS - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-551	STAIR DETAILS - SHEET 2	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-600	DOOR SCHEDULE - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-601	DOOR SCHEDULE - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-602	DOOR SCHEDULE - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-603	DOOR SCHEDULE - SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-604	WINDOW SCHEDULE - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-605	WINDOW SCHEDULE - SHEET 2	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-700	LEVEL 1 WALL TYPES PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-701	LEVEL 2 WALL TYPES PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-702	LEVEL 3 WALL TYPES PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-703	LEVEL 4 WALL TYPES PLAN	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-750	LEVEL 1 ACOUSTIC TREATMENT	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-751	LEVEL 2 ACOUSTIC TREATMENT	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-752	LEVEL 3 ACOUSTIC TREATMENT	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-753	LEVEL 4 ACOUSTIC TREATMENT	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-800	WET AREA DETAILS - SHEET 1	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-801	WET AREA DETAILS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-802	WET AREA DETAILS - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-803	WET AREA DETAILS - SHEET 4	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-804	WET AREA DETAILS - SHEET 5	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-850	JOINERY DETAILS - SHEET 1	2	19/3/2024	22/3/2024	Architectural IFC (18/3/24)
WD-851	JOINERY DETAILS - SHEET 2	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
WD-852	JOINERY DETAILS - SHEET 3	1	18/3/2024	18/3/2024	Architectural IFC (18/3/24)
Civil					
C000	COVER SHEET	B	30/1/2024	30/1/2024	Civil (16/1/24)
C001	GENERAL NOTES	B	30/1/2024	30/1/2024	Civil (16/1/24)
C005	EXISTING FETURES PLAN	B	30/1/2024	30/1/2024	Civil (16/1/24)
C100	EROSION & SEDIMENT CONTROL PLAN	B	30/1/2024	30/1/2024	Civil (16/1/24)
C110	EROSION & SEDIMENT CONTROL DETAILS	B	30/1/2024	30/1/2024	Civil (16/1/24)
C200	EARTHWORK LAYOUT PLAN	C	5/2/2024	8/2/2024	Civil (16/1/24)
C210	EARTHWORK DETAILS	B	30/1/2024	30/1/2024	Civil (16/1/24)
C300	GRADING LAYOUT PLAN	D	5/2/2024	8/2/2024	Civil (16/1/24)
C400	STORMWATER DRAINAGE LAYOUT PLAN	C	5/2/2024	8/2/2024	Civil (16/1/24)



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Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C410	STORMWATER LONG SECTION & DETAILS	B	5/2/2024	8/2/2024	Civil (16/1/24)
C420	STORMWATER DRAINAGE CATCHMENT PLAN	A	30/1/2024	30/1/2024	Civil (16/1/24)
C500	SEWERAGE COVER SHEET, NOTES & LOCALITY	C	5/2/2024	8/2/2024	Civil (16/1/24)
C510	SEWER LAYOUT PLAN	C	5/2/2024	8/2/2024	Civil (16/1/24)
C600	WATER COVER SHEET, NOTES & LOCALITY	C	5/2/2024	8/2/2024	Civil (16/1/24)
C610	WATER LAYOUT PLAN	C	5/2/2024	8/2/2024	Civil (16/1/24)
Electrical					
E1	General Details	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E2	Site Plan Reticulation Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E3	Level 1 Community Area - Lighting, Fire Services, Power & Communicaitons Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E4	Level 2 Community Area - Lighting, Fire Services, Power & Communications Layout	A	8/4/2024	8/4/2024	Electrical (25/2/24)
E5	Level 3 Community Area - Lighting Fire Services Power & Communications Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E6	Level 4 Community Area - Lighting, Fire Services, Power & Communications Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E7	Roof Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E8	Typical Units Lighting Fire Services Power & Communications Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E9	Typical Units Lighting Fire Services Power & Communications Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E10	Typical Units - Lighting, Fire Services, Power & Communicaitons Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E11	Typical Units - Lighting, Fire Services, Power & Communicaitons Layout	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E12	ELECTRICAL SCHEMATIC	A	8/4/2024	8/4/2024	Electrical (5/2/24)
E13	Schematics	A	8/4/2024	8/4/2024	Electrical (5/2/24)
NBN1	GENERAL DETAILS	B	8/4/2024	8/4/2024	Electrical (5/2/24)
NBN2	LEVEL ONE - NBN PATHWAY DESIGN	B	8/4/2024	8/4/2024	Electrical (5/2/23)
NBN3	LEVEL TWO - NBN PATHWAY DESIGN	B	8/4/2024	8/4/2024	Electrical (5/2/24)
NBN4	LEVEL THREE - NBN PATHWAY DESIGN	B	8/4/2024	8/4/2024	Electrical (5/2/24)
NBN5	LEVEL FOUR - NBN PATHWAY DESIGN	B	8/4/2024	8/4/2024	Electrical (5/2/24)
Fire Sprinkler					
FS-01	FIRE SPRINKLER & HYDRANT LAYOUT LEVEL 1	B	8/4/2024	8/4/2024	Fire Sprinklers
FS-02	FIRE SPRINKLER & HYDRANT LAYOUT LEVEL 2	B	8/4/2024	8/4/2024	Fire Sprinklers
FS-03	FIRE SPRINKLER & HYDRANT LAYOUT LEVEL 3	B	8/4/2024	8/4/2024	Fire Sprinklers
FS-04	FIRE SPRINKLER & HYDRANT LAYOUT LEVEL 4	B	8/4/2024	8/4/2024	Fire Sprinklers
FS-05	FIRE SPRINKLER & HYDRANT LAYOUT ROOF	B	8/4/2024	8/4/2024	Fire Sprinklers
Hydraulic					
H000	COVER SHEET	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H100	SITE PLAN HYDRAULIC SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H100_TS 1	TEMPORARY SITE SERVICES STAGE 1	C	11/12/2023	11/12/2023	Plumbing Temps - Approved Plans (11/12/2023)
H200	LEVEL 1 DRAINAGE SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H201	LEVEL 2 DRAINAGE SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)



Alder Constructions

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Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
H202	LEVEL 3 DRAINAGE SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H203	LEVEL 4 DRAINAGE SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H204	ROOF PLAN DRAINAGE SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H300	LEVEL 1 WATER SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H301	LEVEL 2 WATER SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H302	LEVEL 3 WATER SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H303	LEVEL 4 WATER SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H304	ROOF PLAN WATER SERVICES	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H400	SANITARY DIAGRAMMATIC SHEET 1 OF 2	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H401	SANITARY DIAGRAMMATIC SHEET 2 OF 2	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H402	COLD WATER DIAGRAMMATIC SHEET 1 OF 1	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H403	HOT WATER DIAGRAMMATIC SHEET 1 OF 1	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
H500	Details & Schedules	A	8/2/2024	9/2/2024	Hydraulics (19/1/24)
Landscape					
LP1.01	LANDSCAPE WORKS GRADING & FINISHES PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP1.02	LANDSCAPE WORKS GRADING & FINISHES PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP1.03	LANDSCAPE WORKS GRADING & FINISHES PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP1.04	LANDSCAPE WORKS GRADING & FINISHES PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP1.05	LANDSCAPE WORKS GRADING & FINISHES PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP3.01	LANDSCAPE WORKS PLANTING PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP3.02	LANDSCAPE WORKS PLANTING PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP3.03	LANDSCAPE WORKS PLANTING PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP3.04	LANDSCAPE WORKS PLANTING PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP3.05	LANDSCAPE WORKS PLANTING PLAN	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
LP4.01	LANDSCAPE WORKS LANDSCAPE DETAILS	P1	29/3/2024	29/3/2024	Landscape (1/4/24)
Landscaping					
SK01	LEVEL 01 PLAN	C	22/5/2023	22/5/2023	Alder Tender Set
SK02	LEVEL 02 PLAN	c	22/5/2023	22/5/2023	Alder Tender Set
SK03	LEVEL 03 PLAN	C	22/5/2023	22/5/2023	Alder Tender Set
SK04	LEVEL 04 PLAN	C	22/5/2023	22/5/2023	Alder Tender Set
SK05	ROOF PLAN	C	22/5/2023	22/5/2023	Alder Tender Set
Lift Services					
L01	LIFT DETAILS	C	2/4/2024	2/4/2024	Lift Services (20/12/23)
Mechanical					
M01	SITE PLAN, LEGEND, NOTES, SCHEDULES AND SPECIFICATION	D	5/4/2024	5/4/2024	Mechanical Design Development (18/12/23)
M02	LEVEL 1 A/C AND VENTILATION LAYOUT	C	1/4/2024	1/4/2024	Mechanical Design Development (18/12/23)



Alder Constructions

Printed on Tue 16 APR 2024 at 10:19 am AEST

Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M03	LEVEL 2 A/C AND VENTILATION LAYOUT	C	1/4/2024	1/4/2024	Mechanical Design Development (18/12/23)
M04	LEVEL 3 A/C AND VENTILATION LAYOUT	C	1/4/2024	1/4/2024	Mechanical Design Development (18/12/23)
M05	LEVEL 4 A/C AND VENTILATION LAYOUT	C	1/4/2024	1/4/2024	Mechanical Design Development (18/12/23)
Structural					
S01-01	COVER SHEET	1	11/3/2024	11/3/2024	Structural (19/12/23)
S01-02	GENERAL NOTES-SHEET 1	1	11/3/2024	11/3/2024	Structural (19/12/23)
S01-03	GENERAL NOTES-SHEET 2	1	11/3/2024	11/3/2024	Structural (19/12/23)
S03-00	COLUMN DETAILS - SHEET 1	1	11/3/2024	11/3/2024	Structural (19/12/23)
S04-00	SLAB ON GROUND DETAILS	1	11/3/2024	11/3/2024	Structural (19/12/23)
S04-10	SUSPENDED SLAB DETAILS	1	15/4/2024	15/4/2024	Structural (19/12/23)
S07-00	MASONRY DETAILS	1	11/3/2024	11/3/2024	Structural (19/12/23)
S08-00	STAIR DETAILS	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-00-10	FLOOD STORAGE LEVEL - FOUNDATION PLAN	2	4/3/2024	4/3/2024	Structural (19/12/23)
S10-00-15	FLOOD STORAGE - SECTIONS SHEET 1	2	4/3/2024	4/3/2024	Structural (19/12/23)
S10-01-10	LEVEL 1 - SLAB PLAN	3	15/4/2024	15/4/2024	Structural (19/12/23)
S10-01-11	LEVEL 1 - BOTTOM REINFORCEMENT	1	15/4/2024	15/4/2024	Structural (19/12/23)
S10-01-12	LEVEL 1 - POST TENSIONING	1	15/4/2024	15/4/2024	Structural (19/12/23)
S10-01-13	LEVEL 1 - TOP REINFORCEMENT	1	15/4/2024	15/4/2024	Structural (19/12/23)
S10-01-15	LEVEL 1 - SECTIONS 1	2	15/4/2024	15/4/2024	Structural (19/12/23)
S10-02-10	LEVEL 2 - SLAB PLAN	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-03-10	LEVEL3-SLAB PLAN	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-03-11	LEVEL 3 - BOTTOM REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-03-13	LEVEL 3 - TOP REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-03-15	LEVEL 3-SECTIONS 1	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-04-10	LEVEL4-SLAB PLAN	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-04-11	LEVEL 4 - BOTTOM REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-04-13	LEVEL 4 - TOP REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-05-10	ROOF LEVEL - SLAB PLAN	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-05-11	ROOF LEVEL - BOTTOM REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-05-13	ROOF LEVEL - TOP REINFORCEMENT	1	11/3/2024	11/3/2024	Structural (19/12/23)
S10-05-20	UPPER ROOF LEVEL-SLAB PLAN	1	11/3/2024	11/3/2024	Structural (19/12/23)
SK 000.1	FOOTINGS / SUB FLOOR GENERAL ARRANGEMENT	1	22/5/2023	22/5/2023	Alder Tender Set
Survey					
10821DT	DETAIL SURVEY	E	19/1/2024	23/1/2024	Survey (21/12/23)



Alder Constructions

Printed on Tue 16 APR 2024 at 10:19 am AEST

Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Planning and Design					
004.1	Geometric Road Design	0			Reports
01 - Construction Details					
1596	Existing Retaining Wall Demo Works	0	5/4/24	5/4/24	Reports
240124	L1 Downturn Beam Detail 29/01/24	0	28/3/24	28/3/24	Reports
240209	Flood Storage Foundations	0	10/4/24	10/4/24	Reports
240212	Ground Conditions Footings Details	0	12/4/24	12/4/24	Reports
06 - Finish					
06.11	Rendering and Plastering	0	19/1/24	19/1/24	Reports
15 - Maintenance and Operations - Buildings					
15 30	External Works	0			Reports
150 1	General Requirements - Building and Facility (Maintenance)	0	19/1/24	19/1/24	Reports
24 - Unknown					
A - Certifiers Reports					
BCA	Prelim BCA	1	20/12/23	20/12/23	Reports
AR - Safety in Design					
ARC-SD	Architectural Safety in Design	0	20/12/23	20/12/23	Safety In Design
B - Construction Reports					
0000	DDA Access Construction Report 90%	0	20/3/24	20/3/24	Reports
AC-SPEC	Acoustic Design Report	0	6/12/23	6/12/23	Reports
ASR	Acid Sulphate Soil Report	1	18/1/24	18/1/24	Reports
FER	Fire Engineering Report	01	22/2/24	22/2/24	Reports
Fire PBDB	Spectra Fire - Performance Based Design Brief	01	9/1/24	9/1/24	Reports
F-SPEC	WATER FLOW RATE REPORT	0	29/11/23	29/11/23	Reports
GOTECH	Geotech Report	2	11/12/23	11/12/23	Reports
INS	Summary - Thermal Performance Specifications	1	15/12/23	15/12/23	Reports
LADS	Services Locating LADS	0	5/12/23	5/12/23	Reports
LPE	LPE Embedded Electricity Network Agreement	0	22/12/23	22/12/23	Reports
SDA	DDA Compliance Review markup drawings	0	17/1/24		Reports
SDA	DDA PBDB - Shower Backflow Prevention Device	0			Reports
SDA Report	Specialty Disability Accommodation Assessment Report	01	19/1/24		Reports
SDA Report	DDA Access Construction Report 90%	1	20/3/24	20/3/24	Reports
SECJ	Section J Report Combined	0	20/12/23	20/12/23	Reports



Alder Constructions

Printed on Tue 16 APR 2024 at 10:19 am AEST

Job #: P305 CHL Miami
1990 Gold Coast Highway
Miami, Queensland 4220

Number	Description	Revision	Issued Date	Received Date	Set
C - Project Trust Account Notification					
PTA	Project Trust Account Details	0	12/12/23	12/12/23	Project Trust Account Notification
D - Alder Tender Set					
12	Delegated authority Report	1	22/5/23	22/5/23	Alder Tender Set
473	Stormwater Management Plan	0	22/5/23	22/5/23	Alder Tender Set
9702	Engineering Services Report	0	22/5/23	22/5/23	Alder Tender Set
EB	Embedded Network	1	22/5/23	22/5/23	Alder Tender Set
FFE	FITTINGS & FIXTURES SCHEDULE	1	22/5/23	22/5/23	Alder Tender Set
FS	FINISHES SCHEDULE	0	22/5/23	22/5/23	Alder Tender Set
GCCC	Decision Notice	0	22/5/23	22/5/23	Alder Tender Set
GCCDA	DA STAMPED DWGS	0	22/5/23	22/5/23	Alder Tender Set
L	ENVIRO DEVELOPMENT TECH STANDARDS VOL 3	3	22/5/23	22/5/23	Alder Tender Set
M	QLD GOVERNMENT DELIVERY KIT 2019	12	22/5/23	22/5/23	Alder Tender Set
N	SOCIAL HOUSING DESIGN GUIDELINES	1	22/5/23	22/5/23	Alder Tender Set
NIA	Noise Impact Assessment	1	22/5/23	22/5/23	Alder Tender Set
O	SOCIAL HOUSING DESIGN TECHNICAL SUMMARY SHEETS	2	22/5/23	22/5/23	Alder Tender Set
P	SOCIAL HOUSING DESIGN INDICATIVE FLOOR PLANS APARTMENTS	1	22/5/23	22/5/23	Alder Tender Set
PG8092	Geotechnical Report	0	22/5/23	22/5/23	Alder Tender Set
Q	NDIS SDA DESIGN STANDARDS	0	22/5/23	22/5/23	Alder Tender Set
R	PRODUCT STANDARDS	0	22/5/23	22/5/23	Alder Tender Set
R000	Flood Emergency Storage Report	0		22/5/23	Alder Tender Set
S	LIVEABLE HOUSING AUSTRALIA DESIGN GUIDELINES	0	22/5/23	22/5/23	Alder Tender Set
SK01	Structural Sketch Plans	0	22/5/23	22/5/23	Alder Tender Set
TR	Traffic Advice	0	22/5/23	22/5/23	Alder Tender Set
F - Specifications, Finishes & Fixtures Schedules					
A-SPEC	Architectural Specification - DRAFT	0	22/12/23	22/12/23	Finishes & Fixtures Schdeules
FIT	Fittings& Fixtures Schedule	C	8/2/24	8/2/24	Finishes & Fixtures Schdeules
F-SCHED	Finishes Schedule	1	18/12/23	18/12/23	Finishes & Fixtures Schdeules

Annexure Part G

Program / Milestone Dates / Durations

Annexure Part G – Programme Register

Ref	Section	Period	Comments
	FLOOD STORAGE		
	Pad Footings	2 days	
	Pour Columns	1 day	
	LEVEL 1		
	PT Slab	1 day	
	Mass Concrete	1 day	
	Bored Piers	1 day	
	Footings	2 days	
	Slab on Ground	1 day	
	Pathways	1 day	
	LEVEL 2		
	Pour Slab Section 1	1 day	
	Pour Slab Section 2	1 day	
	Pour Columns	1 day	
	LEVEL 3		
	Pour Slab Section 1	1 day	
	Pour Slab Section 2	1 day	
	Pour Columns	1 day	
	LEVEL 4		
	Pour Slab Section 1	1 day	
	Pour Slab Section 2	1 day	
	Pour Columns	1 day	
	ROOF DECK		
	Pour Slab Section 1	1 day	
	Pour Slab Section 2	1 day	
	Upper Roofs		
	Lift / Stair Lids	1 day	

Annexure Part H Attendances

Annexure Part I

Project Requirements

PROJECT REQUIREMENTS

The Work under this Subcontract comprises the provision of all necessary labour, plant, equipment, materials and sundries to complete the Works in accordance with the Scope of Works under Annexure Part D and the Drawings and Specifications listed in Part E.

Works shall include, be subject to, but not be limited to that listed within the attached Scope & Pricing Schedule and Attendance Schedule.

The Subcontractor is also required to comply with the following General Requirements.

A. Safety & Environmental:

1. Compliance with all Alder Safety and Environmental requirements and current and relevant WH&S Acts & WH&S Regulations, including, subject to, but not limited to the following:
 - a. The Subcontractor has requested and reviewed Alder's Safety and Environment management plans and agrees to their terms and obligations.
 - b. Allow to attend Alder general induction before commencement of works onsite.
 - c. Compliance with all site rules as per the Site Specific Induction requirements and all statutory legislative safety requirements.
 - d. Representation at Workplace Health & Safety Committee meetings, as required and/or directed by Alder.
 - e. Subcontractor shall implement and operate injury and incident investigation, injury management and return to work procedures to an equal or higher standard to that of Alder
 - f. Attendance at regular tool box talks and supplying documentation of such tool box talks held separate to Alder.
 - g. Completion of all Alder safety records and reports that are to be completed for the management of safety on the project and provision of such records to Alder prior to the relevant works being undertaken, or as requested by Alder.
 - h. The Subcontractor has allowed to provide Project specific documentation 2 weeks prior to commencement on site for review and approval by Alder. Further to the above, the documentation must also incorporate:
 - (i) An EHS Policy or Statement signed by the company owner or senior management.
 - (ii) Roles and responsibilities relevant to this Project
 - (iii) A Risk Assessment of all tasks to be completed including a risk matrix
 - (iv) SWMS for all high-risk activities, that have been assessed against Alders Permit to Mobilise
 - (v) Toolbox talks
 - (vi) Mandatory Attendance & participation in Daily pre-start talks
 - (vii) All Mobile plant documentation including maintenance history, plant risk assessments, operators' manuals etc.
 - i. The Subcontractor has allowed for the review and amendment of its Safety Documentation to the satisfaction of Alder .
 - j. Allow to provide all Hazardous Substances & Dangerous Goods SDS, and a copy of SDS for any substance or material brought to site prior to any works involving the materials commencing.
 - k. Allow to provide all temporary task specific barricading, lighting, warning signs and the like to WH&S requirements (solid project hoarding and site fencing by Alder only).
 - l. Evidence of any required licenses, certificates and / or competencies necessary to undertake their Works.
 - m. Any other documentation associated with their requirements under the Act/s and / or Regulations, including all codes of practice.
 - n. Compliance with Environmental Protection Legislation.
 - o. The Subcontractor acknowledges that they must have regard to the requirements of:
 - (i) ISO 14001 Environmental Management Systems;
 - (ii) AS/NZS 4801 and ISO 45001 in relation to Occupational Health and Safety Management; and

- (iii) If applicable OFSC requirements for Federal Projects.
- p. In conjunction with an Alder Representative, the Subcontractor will be required to complete and sign off safety, environmental and quality checklists daily, weekly or as required.
- q. The Subcontractor will immediately notify Alder of all environmental, quality assurance or health and safety incidents which are either work related or occur within the vicinity of the site.
- 2. Site Inductions:
 - a. All workers are to complete Alder's Site Specific induction prior to commencing all works. Some works may require a Project specific induction, as required by the Principal. These are to be undertaken at no extra cost to Alder and prior to commencement.
 - b. Site Specific inductions will be held on site in the Alder nominated induction location by the giving of 48 hours notice by the Subcontractor and confirmation of date/time by Alder. The Subcontractor has allowed for all employees working on site to attend site inductions, prior to commencing any work on site. Any person that misses this time will be unable to work on site, and shall be required to attend another day.
 - c. Workers must have current and appropriate Construction Industry Induction Card and ensure that all licences/tickets etc. are current. Provide evidence & copies of all issued certificates at the Site Induction.
 - d. Access to non-public areas outside of the site is not permitted without written coordination and approval from Alder and completing the above-mentioned items.
 - e. Ensure that workers are well hydrated and take care to wear the appropriate PPE and sun protection as necessary.
- 3. The Subcontractor must complete the pre-commencement HSE documents as required by Alder. No payments will be processed until these documents are returned, including HS-496 Subcontractor Prequalification Questionnaire.
- 4. The disposal of waste material, paint, chemicals etc. or the cleaning of tools in sinks, toilets and drains is strictly prohibited. Subcontractors are to provide their own washout bays and include for plumbing connections required to comply with environmental legislation. Alternatively, the washout can be removed by the Subcontractor – offsite to an authorized waste disposal facility at the Subcontractors cost. Waste from washout bins may not under any circumstances be disposed of in Alder's bins or skips
- 5. There is **no smoking** allowed within the Site grounds, whatsoever.

B. Noisy or Disruptive Works

- 1. Any disruptive (incl. vibration) or noisy works need to be programmed up to 4 weeks in advance in coordination with and as approved by Alder
- 2. Subcontractor will be responsible for any stoppages due to disruptive (incl. vibration), or noise works exceeding Council conditions or stoppages required by the Principal (as directed via Alder, all costs associated with these stoppages will be borne by the Subcontractor.
- 3. The Subcontractor acknowledges that due to the potentially 'live and integrated site environment', they will require care and adherence to established guidelines dealing with but not limited to the environment, sediment control, working hours, disruptive (incl. vibration) & noise generation, public access, pedestrian management and traffic management. (The Subcontractor must maintain unobstructed and a safe means of pedestrian and other workers access along all required access routes).
- 4. The Subcontractor must not obstruct or hinder the normal use of or access to any part of the Principal's facilities and/or adjoining properties.
- 5. The Subcontractor is to ensure that jack-hammers and other noisy hand tools used during the performance of the works are fitted with effective silencers in accordance with the manufacturer's recommendations. All silencers, tools and equipment are to be maintained in a first-class condition. The Subcontractor is to ensure that any compressor sets or machinery with exhaust are fitted with acoustic canopies and special engine exhaust silencers.
- 6. Where the works will be deemed to be noisy or disruptive, it is a requirement for the Subcontractor to establish and maintain noise monitoring devices, reports against which are to be provided to Alder's site supervisor on a daily basis.

C. Emergencies & Emergency Procedures

- 1. Subcontractors are to observe, note and obey emergency procedures for the project and Principal's grounds/property.

2. Fire doors, designated fire exits and egress paths and plant room doors must not be propped open, and must not be blocked with stored materials
3. In the case of an emergency the Subcontractor must notify the Alder Site Staff as soon as possible.
4. The Subcontractors at times will need to comply with the Emergency procedures of the Principal.

D. Site Requirements

1. The site may be integrated within the greater grounds of the Principal. The Subcontractor is to fully comply with the specific requirements including but not limited to Health & Safety, Environment, Quality. Any costs associated with complying with same will be met by the Subcontractor.
2. The works to be performed under this contract are to be in strict accordance with specification, schedules, drawings, relevant standards & codes, and the construction schedule as amended from time to time. All of which are made as part hereto. This includes detail drawings and documents as may be furnished by the Architect/ Engineer and all other consultants from time to time during the construction period.
3. Unless otherwise stipulated the Subcontractor shall provide at its own expense everything necessary for the proper execution and completion of the Works and for the proper performance by the Subcontractor of its obligations. The work includes the provision of incidental items required to complete the works (whether specifically mentioned or not). No variation will be granted from the interpretation or non-compliance with the conditions.
4. The Subcontractor warrants that they have the expertise and ability to execute the Contract Works in accordance with the attached documentation to completion and to the satisfaction of Alder and the Principal inclusive of all supplementary design work.
5. The Subcontractor shall give all required Notices, make all applications, obtain all permits and pay all prescribed fees within the times nominated by the Authority, to maintain progress and the Alder's programme.
6. The Conditions Precedent to Payment include, but are not limited to the submission of the required documentation:
 - (i.) include the; **return of the Executed Contract Agreement** prior to commencing on site.
 - (ii.) **the return of the completed and agreed Contract Deed of Release Form** prior to the release of the first **Security** release.
7. The Subcontractor must have an Australian Business Number (ABN) for tax purpose.
8. Payment claims by the Subcontractor are to be made using PayApps software connected to the project as initialised by Alder Constructions. The cost of creating an account with PayApps for the Subcontractor and making any payment claims for the project through this facility will be the responsibility of the subcontractor.
9. Any claim submitted after the 25th of each Month, will be considered the following months claim.
10. There will be **no payments** for deposits, or off-site or unfixed goods or materials, unless under exceptional circumstances and as agreed upon prior to tender sign up. In those circumstances conditions would include, but not limited to:
 - (i) Unconditional, on demand and undated Bank guarantee for the claimed amount,
 - (ii) Transfer of Ownership Title Deed, in a format as provided or approved by Alder
 - (iii) Bill of Lading.
 - (iv) Proof of insurance of goods or materials and the facility at which they are stored.
 - (v) Proof of safe and secure storage in accordance with manufacturers recommendations and clearly marked in the name of the Principal, Alder and the Project.
11. Salvage rights remain the property of Alder.
12. All persons engaged to work on the site must have the legal 'Right to Work' in Australia. Illegal workers will not be permitted to work on the site. Subcontractors are responsible to ensure only persons entitled to work in Australia, enter and/or are engaged on this site. Subcontractors are to comply with the Department of Immigration and Multicultural Affairs regulations and legislation.
13. The Subcontractor has informed themselves of pending and future industrial agreements in relation to Enterprise Bargaining and or wage adjustments, make the necessary inclusion in the contract sum and indemnify Alder and the Principal for claims in relation to same.
14. The Subcontractor shall ensure that the trade works installation complies with all the requirements of the Acoustic Brief & NCC Section J Design Compliance Report, as provided or may be construed from the

balance of the design.

15. Any connections / works outside of the construction zone must be approved by Alder prior to commencement and appropriately fenced and signed whilst the works are being undertaken.
16. Allow for all necessary shutdowns and changeovers necessary for the project including out of hours work. Including to maintain essential services to the whole site during construction of the works
17. Ensure that all staff are respectful of the public around the construction area, and not engage in harassment of people walking by the job site. Public will be managed within site with hoarding.
18. Ensure that staff always conduct their behaviour in the best interest of Alder and be considerate, polite, refrain from loud and/or offensive language, and keep noise at a minimum at all times, especially early mornings.
19. Ensure that there is no music being played on site at any time.
20. Under no circumstances leak information about the project to media (including any form of communication via social media) and direct any requests to Alder Senior Management via the Project Manager or if unavailable via the head office phone number 07 5514 4900.
21. Allow to obtain any other working permits that are required associated with your Works.

E. Live Environment

1. This site may be a live environment located within the Principal's grounds. It is deemed the Subcontractor understands the live environment and specific project delivery procedures. All works (inc. Noisy &/or Disruptive Works) will be conducted in accordance with the **Principal's** requirements, Local Council guidelines, Development Approval, Building Approval, project documentation, Alder and Subcontractor guidelines. The work hours, access and methodology may only be conducted in accordance with the above mentioned documented and pre agreed and coordinated with Alder's Site Manager and Project Manager.
2. Please refer to the site plans for more detailed information to the location of the site.

F. Program:

1. Every Subcontractor is to participate in programme meetings, provide advice in writing in regards to program and identify issues/problems in advance to site management. This must include advise as to how much man power will be needed to accomplish each task in accordance with the programme provided by Alder Constructions.
2. The Subcontractor **MUST** ensure that at all times there will be sufficient resources on site to perform the required tasks in accordance with the contract programme which is subject to change at notice from Alder. The Subcontractor is to ensure that they liaise regularly with Alder to ensure there are no delays to the scheduled works.
3. The Subcontractor will resource the project adequately including to provide additional site staff, and work longer hours as permitted by the Local Authority to ensure the timely completion of the works by the date stated in the contract or outlined in the program. Any time spent by Alder personnel to make up for the Subcontractor's lack of resources and/or supervision will be chargeable to the Subcontractor. Alder reserves the right to supply/engage additional resources at the cost of the Subcontractor if the works are to be seen not conforming to the required dates – this is inclusive of site cleaning.
4. The Subcontractor shall allow for any lack of continuity of the works due to the nature or programming of the staged works, and provide adequate labour when required.
5. The Subcontractor shall provide a weekly program for their works and update the program based on discussions with Alder, or as determined by Alder's Management
6. The Subcontractor shall allow for, out of sequence working to accommodate interface and coordination.
7. The Subcontractor shall include for loss of time due to inclement weather, industrial stoppages or operatives having to work in buildings or elsewhere where proper waterproofing is not established. No claim will be considered for any of these eventualities.
8. Site Working Hours are 6am – 6pm Monday to Friday and 6am to 2pm Saturday. **Note:** The Subcontractor is expected to allow for working Saturdays and Sundays if required to meet the delivery milestones of the programme and the necessary approvals are provided.

Note: Refer to Noisy & Disruptive Works (incl. vibration), above for further notes.

G. Supervision

1. Provide suitable and adequate supervision of the works at all times (full time project manager / site supervisor). This person(s) shall be conversant with all Alder's requirements and be able to make decisions on site.
2. The Subcontractor is to nominate their proposed supervision and support management structure, for Alder's approval. Approval will not be 'unreasonably' withheld.

H. Samples, Prototypes and Submissions

1. The Subcontractor shall provide all samples and submissions as specified, and where not specified, provide technical data and samples of any materials, items and finishes reasonably required to be used in WUS, including items with long lead times, non-standard items and so on – for approval by Alder, the Principal and consultants. samples are to be given, allowing adequate time for submission, assessment, re-submission and approval, prior to their use in THE WORKS.
3. One each of all submitted samples will be signed or otherwise suitably identified for Alder and will be kept, or constructed, on Site available for inspections, and viewing by the Principal.
4. All executed work must conform to approved samples and if this requirement is not met, Alder may, at its discretion, reject that part of WUS and direct that it is redone until the required standard or standards are met. For the avoidance of doubt the Subcontractor acknowledges that it will not be entitled to make any claim arising out of or in connection with a direction made under this clause.
5. For the avoidance of doubt the Subcontractor acknowledges that it will not be entitled to make any claim arising out of or in connection with a direction made under this clause
6. Where applicable, samples, submissions and shop drawings must be provided as per the project specifications and or request of Alder. Where applicable provide samples in a timely manner as requested for approval generally two months prior to works starting or ordering for long lead time items.
7. It is up to the Subcontractor to advise/seek approval from Alder where applicable. A schedule of these must be provided to the Contract Administrator within a week of being engaged.

I. Site Services and Facilities:

1. Alder and the Subcontractor shall provide, in good order and working condition, the services and facilities stated in the Attendance Schedule, as being provided by that party.
2. The Subcontractor shall only use services or facilities provided by Alder for the carrying out of *THE WORKS*.
3. Services and facilities which Alder is responsible under the Services and Facilities Schedule or such other services or facilities which Alder may provide, will be provided on a non-exclusive shared basis and the Subcontractor must comply with Alder's planning schedules in respect of their use.
4. Alder does not warrant that anything provided will have any particular capabilities, capacity or availability and the Subcontractor will have no claim in the event that anything provided by Alder is not available for any reason including that it is being serviced, becomes subject to an industrial dispute, is affected by inclement weather, is temporarily withdrawn or causes any delay or disruption whatsoever
5. If nominated in the Attendance Schedule that Alder has undertaken to supply water and/or power to the Subcontractor for their free use. No responsibility is taken for continuity of supply of these items where disruption may occur due to shut downs by the supply authorities, temporary shutdowns for safety or maintenance purposes, or loss of supply due to damage caused by other Subcontractors on the project. The Subcontractor should be aware of this possibility occurring and make adequate provisions for continuity of work, i.e. provide small generators, stored water, battery operated tools etc.
6. Power will be supplied for the use of the Subcontractor for small tools. This power will be supplied to a position no greater than 30 metres from the work face. The cost of connection from temporary boards to tools, site sheds etc. is at the cost of the Subcontractor. The Subcontractor is responsible to ensure regular safety checks are carried out on all hand held power tools, leads and plugs by a licensed electrician, and 'current' test tags are attached.

7. Three phase power will not be made available on this Site unless by prior written agreement with the Project Manager.
8. The Subcontractor shall provide their own storage facilities for their own materials, plant & equipment. Storage of materials onsite requires prior arrangement / consultation with the Site Manager.

J. Materials Handling

1. The Subcontractor is to allow for all materials handling and management of deliveries and installation operations, including secure storage on site and insurance of all materials, plant, tools and equipment at the location/s allocated by Alder. All deliveries are to suit the programme, access and site conditions, programme, and staging of the works, unless otherwise instructed by Alder. It is deemed the Subcontractor has inspected site and understands the procedures and timeframes detailed within this scope of works.

Deliveries:

- a) The Subcontractor is to ensure that ALL deliveries are scheduled in with the Site Manager on a weekly basis with a minimum prescribed 48hrs notice before they arrive to site so that the crane can be booked. Failure to do so will result in the delivery being turned away at the Subcontractors expense.
 - b) Deliveries to be 'on time', or on call. As there is only a set-down area adjacent to the Site, and no site storage of materials, or equipment. Delivery vehicles will have to hold 'off-site' until set-down area is clear.
2. It is deemed the Subcontractor will have the necessary resources to manage these deliveries and material handling at the allocated time frames. Deliveries and material handling will be turned away if no prior written or scheduled agreement has been confirmed with Alder.
 3. Allow for all materials handling to and from the construction site in accordance with the instructions given by Alder.
 4. Mobile craneage provided by Alder as per the attendance schedule will be provided between the hours of 6:30am and 4:30pm Monday to Friday. Any craneage outside these times will be the responsibility of the subcontractor and coordinated with the site manager providing at least a week's notice prior.
 5. The Subcontractor is to allow for all access equipment & horizontal movement required to carry out the works
 6. When delivering material to the worksite the Subcontractor shall provide, install and remove on completion protection to existing finishes for both common / public areas as well as the works themselves. The Subcontractor shall also provide traffic and pedestrian control for every delivery, including appropriate barricading and signage; outside of that provided by Alder.
 7. There is **no parking onsite or within the Principal's grounds, Project Compound or Project carparks**. The Subcontractor shall allow for all staff to park away from the site due to limited local parking. This may mean providing if necessary alternative transport to ensure staff can get to the site from a distant car parking area. All parking expenses incurred by the Subcontractor are deemed included within the Contract sum. The Subcontractor must at all times comply with local authority parking regulations and requirements.
 8. Allow for the provision of any trade specific elevated work platforms such as EWP's, mobile scaffolds and scissor lifts.

K.

Survey and Setout:

1. Alder Constructions will provide surveyed gridline/s to the Subcontractor to provide setout of all works from surveyed gridline/s.

L.

Interfaces & Coordination:

1. The Subcontractor shall give Alder reasonable advance notice (but not less than 10 Business Days) of when the Subcontractor needs other information, materials, documents or instructions from Alder.
2. Alder may direct in what order and at what time the various stages or portions of *the Works* shall be carried out. If the Subcontractor can reasonably comply with the direction, the Subcontractor shall do so. If the Subcontractor cannot reasonably comply, the Subcontractor shall give Alder written notice of the reasons within 2 Business Days of the direction.

3. Allow to coordinate all works with existing and / or new services and other trades.
4. The Subcontractor is aware that the coordination of their subcontract works is the responsibility of the Subcontractor. Abortive or additional works due to any co-ordination problems with other trades, Subcontractors and suppliers throughout the duration of the *the Works*, are the Subcontractors responsibility.
5. The Subcontractor is to allow for attendance at regular Design Development and/or Construction Progress Co-ordination meetings as considered necessary by Alder. This requirement also includes for any sub-Subcontractors and/or suppliers that may be required to participate in such meeting's
6. The Subcontractor is to work collaboratively with other trades in order to ensure that there is harmony, coordination and cooperation in achieving each trades' programme requirements. Hostile action towards other parties will result in immediate cancellation of the offending Subcontractors contract.
7. No claim is allowed against any shortfall or delay in work that precedes the Work under this Contract, but the requirements of following works are to be adequately allowed for and the Works under this Contract delivered in a timely manner to ensure that there is no delay to following works.

M. Waste Management:

1. Subcontractor to provide wheelie bins for incidental waste on site and allow to dispose of ALL waste materials into the skip provided by Alder. Any Subcontractor not removing rubbish on a daily basis & not keeping the work area in a safe & clean manner will be issued with a formal warning followed by Alder then engaging appropriate resources to complete the works – Subcontractors will be charged for all costs.
2. Allow to clean all trade specific items at completion of the project and at the completion of each day. If the Subcontractor fails to clean and maintain a tidy and safe site, Alder will engage a labourer at the Subcontractors expense to undertake such work. A tidy site is a safe site.
3. No claim is allowed against any shortfall or delay in work that precedes the Work under this Subcontract, but the requirements of following works are to be adequately allowed for and the Works under this Subcontract delivered in a timely manner to ensure that there is no delay to the following works.
4. The requirements of the preceding and following works may include, but is not limited to;
 - a. Formation of holes, chases, recesses, set downs, upstands, plinths, trenches, pits etc including set out and make good.
 - b. Disposal of excess material, and/or spoil
 - c. Supply of sundry materials.
 - d. Provision of support from or within primary structure.
 - e. Levelling up or down of substrates.
 - f. Cutting or filling to make up out of tolerance works.
 - g. Flashing or sealing interface joints
 - h. Connection in to or out of plant and equipment.
 - i. Checking and supplementing material quantities, including inefficient use of Alder supplied materials causing excessive waste.
 - j. Make good of structure and finishes (relative to the Works) associated with temporary works, including penetrations.
 - k. The Subcontractor warrants that they have reviewed the design documentation and that it complies with legislative requirements and statutory approvals, or where there is any shortfall in compliance that they have allowed to, and will, interpret the legislative requirements, develop and detail the design such that it complies, undertake any resultant works, and provide certification evidencing same as required. The Subcontractor indemnifies Alder against any cost or loss incurred as result of the Subcontractor's failure to undertake this function. This includes but is not limited to compliance with AS1170.2 and AS1170.4.
5. The Subcontractor is to make good the structure and finishes (relative to the Works) associated with temporary works, including penetrations,
6. All wet trades such as concrete, tiling, plastering, painting, waterproofing etc. shall use their own environmental wash out facilities. **NB:** Alder do not provide such facilities.

N. Protection:

1. Except where agreed to be provided by others elsewhere in the contract documentation, the cost to establish, manage, maintain all temporary access such as temporary fences, hoardings screens, guards, handrails, barriers, temporary safety and directional signage

2. The Subcontractor is to provide soft and hard protection of the contract works to the satisfaction of the Site Manager to finished surfaces. The protection is to be maintained until the Project Substantial Completion date then removed and disposed off-site by the Subcontractor.

O. Prior Works:

1. Where execution of *the Works* is dependent upon or affected by the quality or completeness of any work to be carried out or which has been carried out by another person ("Prior Work") the Subcontractor must inspect the Prior Work and the general area around it prior to commencing any part of *the Works* potentially affected by the Prior Work and must notify Alder in writing of any defects, problems or other matters it discovers which may affect the execution of *the Works*.
2. Commencement of work by the Subcontractor upon any substrate, or finish constitutes acceptance by him/her of the suitability of that surface and the Subcontractor will be liable for the costs of making good should the necessity arise, whether due to that surface being unsuitable or not
3. The Subcontractor shall provide for all necessary preparation work in execution of works for their trade.

P. Penetrations:

1. The Subcontractor shall not carry out any penetrations, cutting or demolition to existing slabs unless approval by Alder is given to proceed. Concrete slabs could be either post-tensioned, and/or conventionally reinforced. The Subcontractor shall ensure that all costs associated with locating reinforcement and the like (including x-ray) or diverting works as a result of a clash with required reinforcement, and the like in the slab, are included.
2. Penetrations to be cut and setout by the Subcontractor utilising sleeves or styrene inserts or concrete cutting. Penetrations through structural beams shall not be varied from those shown on the pre-approved workshop, or Design Drawings without written approval from Alder. The Subcontractor shall be responsible for checking the accuracy and set out of all penetrations.
3. It will be the Subcontractor's responsibility to setout the precise location of all openings and other work required by the Subcontractor. The Subcontractor will also set out openings they require Alder to provide and all penetrations and openings shall be shown fully dimensioned on the Subcontractors shop drawings.
4. The Subcontractor is to carry out all penetrations and chases to floors, walls, ceilings, roofs etc. as required to complete the works. The Subcontractor shall ensure fire and acoustic integrity is maintained by the provision of seals, fire collars, cover plates etc. as necessary. Chasing/saw-cutting of fire rated walls is not permitted under any circumstances.
5. Allow to parge all chasings using an appropriate approved patching compound. Any chasing to structural elements shall be approved by the Structural Engineer prior to commencing chasing works.
6. Unless otherwise specified the Subcontractor is to provide the sealing of all services penetrations for their trade works as follows:
 - (i) Fire seal with certified installation of all penetrations in fire rated walls, floors, ducts and ceilings are to be installed to maintain the Fire Integrity of the structure. All fire rated products used are to be issued to Alder for review and shall have an approved certificate and shall be certified on completion of the installation by an independent certifier, and each fire rated penetration numbered with a unique identifier, and its details logged, in coordination with the main fire rated penetration register. All fire sealing systems shall be pretested systems. Provision of test reports for each system is a requirement prior to their use on the Project.
 - (ii) Sealing around cable trays, ducts, conduits, cables and the like which pass through acoustic barriers, shall be installed and certified to maintain the acoustic rating of the wall, slab or ceiling being penetrated and shall comply with the project acoustic requirements, This also applies to smoke barriers.
 - (iii) Sealing between cables and sleeves and the like, where movement is to occur, to details, shown on the Drawings or as approved,
 - (iv) Provide and maintain temporary water proofing of all Risers / Penetrations throughout construction

- (v) All works to be sealed to adjoining elements as appropriate.
 - (vi) Materials used for sealing penetrations shall be suitable for the purpose and shall comply with the requirements of the latest revision of the National Construction Code
7. The Subcontractor shall provide all necessary waterproofing (incl. over & under-flashings, where required) through all other penetrations where the penetration is exposed to weather or water ingress.

Q. Workshop Drawings

1. The contract drawings and specification outline the intent of the project and the Subcontractor is to include for miscellaneous detail resolution in order to complete the Project.
2. The Subcontractor is to refer to the specification, drawings and all other relevant Project documentation for full descriptions of materials and quality of workmanship.
3. The Subcontractor should familiarise themselves with the site and design intent (in accordance with the Contract, in accordance with and what needs to be confirmed via site-measure, supplied, installed, removed, and/or altered in order to complete the works. The Subcontractor must read the drawings in conjunction with structural, electrical, hydraulic, fire, and mechanical drawings and coordinate with other trades. No variation is allowed as you are deemed to have visited the site and included all ancillary items, which are not shown on the drawings or specified but are obviously necessary for the proper and efficient operation of the system as installed.
4. Coordinate all available documentation issued for construction purposes with the electrical, hydraulic, mechanical and fire services works being undertaken prior to implementing the works on site. Any inadequacies or anomalies in the documentation shall be advised of.
5. The expression "Workshop" or "Shop" drawings, means comprehensive installation and manufacturing drawings with notes and or specifications and or catalogue pamphlets as required for the execution of WUS which identify all work associated with *the Works* including work which is to be executed by others. All Shop Drawings must be to a scale which adequately and clearly shows the relevant information as approved by Alder prior to their preparation. Shop drawings shall include set-outs, hobs and plinth sizes, their location and structural requirements
6. Where Shop Drawings or Schedules of equipment are required to be provided by the Subcontractor, the Subcontractor must submit the required Shop Drawings and Schedules or equipment to Alder allowing sufficient time for Alder to carry out its obligations without delaying *the Works*.
7. Following submission of any Shop Drawings to Alder, Alder will check the information and detail contained in the Shop Drawings and if Alder considers necessary will arrange for review by the Architect or any other relevant Consultant. Any such 'review' does not constitute approval, nor does it absolve the Subcontractor of their responsibilities.
8. The Subcontractor is to provide design calculations, show drawings, the Subcontractor's consultant certification and sign-off as required and deemed necessary by Alder.
9. The Subcontractor must correct and resubmit any Shop Drawings so corrected in accordance with the comments or alterations made.
10. The Subcontractor to provide shop drawings as required for services coordination and review by Consultants, Architect and Alder. The timely provision of coordinated shop drawings for the incorporation of penetrations for pipes, cable trays etc. as required. The re-positioning and rectification of penetrations and the like, incorrectly located by the Subcontractor will be at the Subcontractors expense.
11. All "shop drawings" are to be supplied in PDF and CAD (.DWG) format. These are to be submitted in sufficient time to allow review of these workshop drawings and samples, and is the responsibility of the Subcontractor.
12. All shop drawings are to be given and approved before any works can commence on site.

13. The Subcontractor shall be responsible for coordination of their shop drawings with other Subcontractors, the design consultants, and Alder. Provide CAD files etc. for clash analysis with other trades.

R. Online Document Management & Communications:

1. All documents will be issued in electronic format via an online document control system. Subcontractors will receive notifications when they are issued with new or revised documents. All other documents are also available on this system and the Subcontractor should review all documents to ensure that their works are appropriately coordinated with that of others. It is the Subcontractor's responsibility to regularly download, print, distribute and otherwise utilise these documents to ensure the works constructed in accordance with the latest documents.
2. All RFI's must be submitted via the online document management system with a recommended solution and a budget estimate of cost and time
3. The Subcontractor has allowed for and may make no claim in respect of the costs:
 - a) All computer and other equipment necessary to access the online document management system; and
 - b) Must upload all Project documentation, Design Documents and communications created by it, and is responsible to access and review all such documents diligently including Design Documents, drawings and communications as are uploaded by Alder and others on the document management system to ensure its work is suitably and appropriately co-ordinated with all other works

S. Financial Due Diligence

1. Please note that in the course of this pricing period and if awarded to you, through the duration of the project, your company may be financially audited.

T. Defects & Defects Liability

1. The Subcontractor has allowed for providing a separate 'defects crew' to be allocated for incomplete works, non-conforming works, or defect rectification (defects) commencing at the instruction of Alder.
2. The Subcontractor should be aware that 'defects' will be monitored from commencement on site and that failure to rectify defects by the specified time shall affect their monthly progress claim.
3. During the Defects Liability Period allow to have a 24 hour 7 days/week contact for the building manager to be able to advise when issues arise. Also allow to respond to any issues within 2hrs of notification and to carry out necessary repairs immediately.
4. During the Defects Liability Period allow for all Supervision, administration and management of the Subcontractor's suppliers & secondary Subcontractors/personnel required to carry out the works or maintenance of the works during the Defects Liability Period. The Subcontractor is also to allow for all necessary clean-up, rubbish removal from site, making good and the like, when carrying out defect rectification.
5. Making good of minor defects such as scratches, dents, marks etc.
6. Allow all maintenance required in the Defects Liability Period.

Annexure Part J

Subcontractor's Warranties

1. The Subcontractor expressly warrants that:
 - (a) all goods, materials and workmanship satisfy the specified requirements, are free from all defects and comply with all relevant warranties expressly or impliedly available at law;
 - (b) unless otherwise specified in the Subcontract, all goods and materials shall be new;
 - (c) the Works shall be free of all liens, charges and encumbrances;
 - (d) the Works will be performed with due skill, care and diligence;
 - (e) it has thoroughly examined all documents comprising the Subcontract (including the Drawings and Specification) and warrants that they are suitable, consistent, appropriate, adequate and fit for the purposes of carrying out the Work Under the Subcontract in accordance with the Subcontract;
 - (f) any design, drawing, specification, other documents, plant, equipment, materials and methods of working used by the Subcontractor in connection with the Work under the Subcontract shall not infringe any patent, registered design, trademark or name, copyright or other protected right; and
 - (g) all persons engaged in the performance of the Work Under the Subcontract (including any secondary Subcontractor, the employees of the Subcontractor and the employees of any secondary Subcontractor) shall be suitably skilled, qualified and experienced.
2. The Subcontractor shall provide and/or obtain from Secondary Subcontractors the warranties expressly required by the Subcontract and such other warranties as may be appropriate for the nature of the Project in respect of the plant, equipment and materials incorporated in the Works. Such warranties:
 - (a) shall be in a form acceptable to the Main Contractor and made out in favour of the Principal and the Main Contractor. The Subcontractor shall indemnify each of these parties in respect of any infringement of any patent, registered design, trademark or name, copyright or other protected right relevant to the work under the Subcontract; and
 - (b) shall not in any way derogate any obligation of the Subcontractor under the Subcontract and in the event of any ambiguity, conflict, discrepancy or inconsistency between such warranties and the Subcontract then to the extent only of such ambiguity, conflict, discrepancy or inconsistency the Subcontract shall prevail.

Annexure Part K

Material and Documentation required for Substantial Completion

Documents to be provided prior to and as a prerequisite to Substantial Completion

Document	No. of copies
1 Approvals in accordance with Clause 14.4	
2 All manufacture material and product warranties required by the Subcontract	
3 All Operation and Maintenance Manuals, shop drawings and certificates required by the Subcontract	

Annexure Part L

Subcontractor's warranty

Subcontractor's warranty

Date

Parties

#[Insert party name]#

#[Insert ACN/ABN]# of #[Insert address]#

(Principal)

#[Insert party name]#

#[Insert ACN/ABN]# of #[Insert address]#

(Warrantor)

which expression shall include its successors and assigns

Background

- A. The Principal and the party described in Item 2 of the Schedule (**Contractor**) have entered into the contract described in Item 3 of the Schedule (**Contract**).
 - B. The Warrantor has contracted with the Contractor to perform the work described in Item 4 of the Schedule and/or supply the goods described in Item 5 of the Schedule (**Subcontract Works**).
 - C. The Warrantor has agreed to give the warranties and indemnity herein contained to the Principal in consideration of the Contractor agreeing to employ the Warrantor and the Principal agreeing to accept the Warrantor as a supplier of Equipment.
-

Deed

It is agreed as follows:

1. The Warrantor hereby:
 - (a) warrants to the Principal that the Subcontract Works shall be in accordance with the quality and standard stipulated by the Contract, and to the extent that the quality or standard is not so stipulated, shall be of merchantable quality and be fit for the purpose or purposes for which the Subcontract Works are required; or
 - (b) gives the warranty more particularly set out in Item 6 of the Schedule with respect to the Subcontract Works.

2. The above warranties shall be in addition to, and shall not derogate from, any warranty implied by law in respect of the Subcontract Works.
3. The Warrantor covenants with the Principal to replace and make good, to the reasonable satisfaction of the Principal (but at the expense of the Warrantor) so much of the Subcontract Works as within the period described in Item 7 of the Schedule which:
 - (a) are found to be of a lower quality or standard than that referred to in clause 1; or
 - (b) show deterioration of such an extent that, in the opinion of the Principal, the Subcontract Works ought to be made good or replaced in order to achieve fitness for the purpose or purposes for which the Subcontract Works are required, whether this is on account of utility, performance, appearance or otherwise.

The Warrantor further covenants with the Principal to meet the cost of any work necessary to any part of the Subcontract Works to enable the requirements of clause 3 of this deed to be carried out or necessary to make good the Subcontract Works afterwards.

In the event the Subcontract Works are found not to be in compliance with the standard required by this clause 3, the duration of Item 7 shall be extended by the period at Item 7 from the date the Subcontract Works are made good or replaced.

4. The decision of the Principal as to the:
 - (a) Subcontract Works failing to comply with quality or standard as required by clauses 1 and 3 or otherwise failing to comply with the above warranties;
 - (b) extent of replacement or making good necessary to properly remedy the defects; and
 - (c) extent of any work required under clause 3 of this deed,

shall be notified in writing to the Warrantor by the Principal and shall be final and binding upon the parties.

5. The Warrantor further covenants that within a reasonable time after written notification to the Warrantor of a decision of the Principal as to work required pursuant to the terms of this deed, the Warrantor will replace and make good the Subcontract Works or parts thereof and meet the cost of any work required by clause 3 of this deed, despite any dispute or difference between the parties. The Warrantor hereby agrees to indemnify and keep indemnified the Principal against any direct, indirect or consequential loss or damages of any nature whatsoever sustained by it or any entity comprising the Principal, directly or indirectly arising out any failure of the Subcontract Works to meet the standards required by this deed or any breach of this deed by the Warrantor.
6. If within the time prescribed in clause 5 (and the Principal's decision as to what is a reasonable time in any case shall be final and binding upon the parties) the Warrantor fails to fully and properly carry out the required work, the Principal may carry out such work, or cause the work to be carried out. The Warrantor agrees to indemnify and keep indemnified the Principal against any costs incurred by the Principal in performing the work and also against any direct, indirect or consequential loss or damages sustained by the Principal as a result of the Warrantor's failure to rectify the Subcontract Works.
7. The provisions of this deed shall come into operation in favour of the Principal as soon as it has been executed by the Warrantor, notwithstanding that it may not have been or may not thereafter be executed by the Principal.
8. Nothing contained in this deed is intended to nor shall render the Principal in any way liable to the Warrantor in relation to any matters arising out of the Contract or otherwise.

9. The Principal may in its sole discretion, and without any consent from the Contractor or Warrantor, assign, novate, mortgage, encumber or otherwise deal with this deed or any of its interests, rights and obligations under or in connection with this deed at any time.
10. The Warrantor must, if requested by the Principal, execute a deed on terms reasonably required by the Principal giving effect to the assignment, novation, mortgage, encumbrance or other dealing required by clause 9.
11. The Contractor and Warrantor must not assign, novate, mortgage, encumber or otherwise deal with this deed or any of their interests, rights and obligations under or in connection with this deed at any time.
12. The parties agree that this instrument is and shall operate as a deed.

Schedule

Item 1	Name and address of Warrantor	#[Insert]#
Item 2 (Recital A)	The Contractor	#[Insert]#
Item 3 (Recital A)	The Contract	#[Insert]#
Item 4 (Recital A)	The Subcontract Works	#[Insert]#
Item 5 (Recital B)	Equipment included within the Subcontract Works	#[Insert]#
Item 6 (clause 1)	Detailed warranty of Warrantor	#[Insert]#
Item 7 (clause 2)	Period of years	#[Insert]# years from the date of practical completion as defined in the Contract

Executed as a Deed

Warrantor

Executed by #[*Insert company name*]
ACN #[*Insert ACN*]# in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Principal

Executed by #[*Insert company name*]
ACN #[*Insert ACN*]# in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Annexure Part M

Statutory Declaration

STATUTORY DECLARATION

This document must be completed and executed in full as a condition precedent to payment.

Project: Subcontract Work Package:
.....

I, (name) of
..... (address)
in the State of Queensland (occupation)

do solemnly and sincerely declare, for the purposes of clauses 43 of the Subcontract (**Subcontract**) between Contractor

and (**Subcontractor**)

dated, as follows:

1. I hold the position of (title) and am duly authorised by the Subcontractor to make this declaration on its behalf.
2. As at the date of this statutory declaration, the Subcontractor is not in breach of any obligation or any referred to in the National Code of Practice for the Construction Industry 1997 and 2009 Guidelines. I acknowledge that the workplace arrangements in place comply with the same.
4. To the best of my knowledge all workers and employees employed under the workplace arrangements who have at any time been employed by the Subcontractor on work under the Subcontract have as at the date of this declaration been paid all moneys due and payable to them in respect of their employment on work under the Subcontract.
5. To the best of my knowledge all sub-subcontractors and suppliers who have at any time been employed by the Subcontractor for work under the Subcontract have as at the date of this declaration been paid all moneys due and payable to them in respect of their employment in relation to that work.
6. To the best of my knowledge all payments have been made and the Subcontractor is not in arrears in contributions to all and/or any relevant superannuation fund, or any other applicable fund or scheme, to the extent it is required by the relevant certified enterprise agreement or award applicable to the Subcontractor and its workers or employees, employed under the workplace arrangements who have at any time been employed by the Subcontractor on work under the Subcontract as at the date of this declaration.
7. As at the date of this statutory declaration the Subcontractor is not in breach of any obligation in relation to employees Superannuation contribution.
8. I acknowledge on behalf of the Subcontractor that by submitting this Statutory Declaration the Subcontractor thereby releases Contractor from any Claim (whether for time or money or otherwise and whether pursuant to the Subcontract or otherwise) not notified in accordance with the Subcontract. As at the date of this statutory declaration the Subcontractor is not in breach of any obligation or any agreement referred to in the Subcontract.
9. As at the date of this statutory declaration the Subcontractor has been paid by the Contractor all amounts owing in accordance with the Subcontract.
10. The property in goods or materials against which payment has been received in accordance with the Contract has passed unconditionally to the Contractor and the property is free from any reservation of title or encumbrance.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867* (Qld).

.....
Signature of Declarant

SUBSCRIBED and DECLARED)

at)

this day of 20...)

Before me:

.....

Justice of the Peace

Annexure Part N

Deed of Release

Annexure Part O

Alder Standard Project Documentation

DOCUMENTATION CHECKLIST FORM



INSTRUCTIONS: This Form is to be completed as part of your submission of required documentation as requested in your subcontractor letter. These documents are required to ensure that not only we reduce the amount of time taken on site to induct you but also to ensure that all of our safety and contractual obligations are met as the Principal Contractor.

1 SUBCONTRACTOR DETAILS

SUBCONTRACTOR NAME:			
ABN:		ACN:	
SCOPE OF WORKS ON SITE:			
TRADES:			

PROPOSED NO. OF WORKERS ON SITE:	
----------------------------------	--

2 DOCUMENTATION CHECKLIST

DOCUMENTATION	SUPPLIED	COMMENTS
Safe Work Method Statement	YES ☐ NO ☐ N/A ☐	
Public Liability Insurance	YES ☐ NO ☐ N/A ☐	
Professional Indemnity	YES ☐ NO ☐ N/A ☐	
Current Work Cover Certificate	YES ☐ NO ☐ N/A ☐	
Contractor Works Insurance	YES ☐ NO ☐ N/A ☐	
Hazardous Substance Register	YES ☐ NO ☐ N/A ☐	
Electrical Equipment Register	YES ☐ NO ☐ N/A ☐	
Plant Inspection Report	YES ☐ NO ☐ N/A ☐	
Plant Operator Competency	YES ☐ NO ☐ N/A ☐	
Plant Risk Assessment	YES ☐ NO ☐ N/A ☐	
Current Respirator Fit Test Certificates	YES ☐ NO ☐ N/A ☐	
Copies of all competencies / tickets of proposed workers on site	YES ☐ NO ☐ N/A ☐	

3 DECLARATION

I have submitted all the required documentation and I have read and understand the requirements of the Contract and Work Health and Safety Management Plan and will abide by the site safety rules.

I will ensure that all of our staff and subcontractors will abide by the Work Health and Safety Management Plan and will abide by the site safety rules.

DECLARED BY SUBCONTRACTOR'S REPRESENTATIVE

NAME:		SIGNATURE:	
POSITION:		DATE:	

SITE SUBSTANCE REGISTER FORM



COMPANY:	
SUPERVISOR:	

MANUFACTURER	NAME	LOCATION	SDS SUPPLIED	RISK ASSESSMENT	CLASSIFIED AS HAZARDOUS	DANGEROUS GOOD
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

ELECTRICAL TOOLS REGISTER FORM



COMPANY:	
SUPERVISOR:	

TOOL MAKE	TYPE	NAME OF USER (PRINT)	SIGNATURE	TAG DATE	DATE IN	DATE OUT	SITE SUPERVISOR (SIGN IN)

HAZARDOUS CHEMICAL RISK ASSESSMENT



COMPLETED BY (NAME)		SIGNATURE	
DATE OF SDS	Click or tap to enter a date.	DATE ASSESSMENT COMPLETED	Click or tap to enter a date.

PRODUCT DETAILS

PRODUCT NAME			
MANUFACTURER/SUPPLIER		UN NUMBER	

CLASSIFICATION

IS IT A HAZARDOUS SUBSTANCE?	☐ Yes ☐ No	IS IT A DANGEROUS GOOD?	☐ Yes ☐ No
CLASS	DIVISION	PACKAGING GROUP	
Choose an item.	Choose an item.	Choose an item.	

DETAILS OF ON-SITE USE

PRODUCT USE:			
WORKER EXPOSURE FREQUENCY	☐ Continuous (all the time)	☐ Intermittent daily	
	☐ Several times per week	☐ Occasional - monthly	
DURATION OF USE	☐ 8+ hours/day	☐ <2 hrs/day	☐ <15 minutes in total
EXPOSURE LIMIT	8HR	PEAK	STEL

HEALTH RISKS

ENTRY PATH	LEVEL OF RISK			
SKIN CONTACT	☐ NA	☐ Irritant	☐ Severe	☐ Toxic
EYE CONTACT	☐ NA	☐ Irritant	☐ Severe	☐ Toxic
INHALATION	☐ NA	☐ Irritant	☐ Severe	☐ Toxic
INGESTION	☐ NA	☐ Irritant	☐ Severe	☐ Toxic
ORGANS	☐ NA	☐ Irritant	☐ Severe	☐ Toxic
ASPHYXIA	☐ Yes ☐ No	Other:		
HEALTH SURVEILLANCE REQUIRED	☐ Yes ☐ No			

CONTROLS

ENGINEERING CONTROLS	☐ Store out of direct sunlight	☐ local exhaust ventilation	☐ use intrinsically safe electrical equipment	☐ Use mechanical device to separate user from substance
SUBSTITUTION:	Can a less hazardous substance be used?		☐ Yes ☐ No	
ISOLATION	☐ Use in open space	☐ Keep away from ignition sources	☐ Use away from others	
PPE	☐ Yes ☐ No. If Yes, refer to the next section for specific requirements:			
ADMINISTRATION	☐ Implement this RA	☐ Comply with SDS	☐ SOP	☐ SWMS

PERSONAL PROTECTIVE EQUIPMENT

MASK REQUIRED?	☐ N/A	☐ Half face	☐ Full face	☐ Air Supply	☐ PAPR
RESPIRATOR	☐ P1	☐ P2	☐ P3 -type: Choose an item.		
HAND PROTECTION	☐ Long	☐ Short	☐ PVA	☐ Latex	☐ Rubber
	☐ Viton	☐ Neoprene	☐ Nitrile	☐ Butyl	☐ Other
CLOTHING	☐ Cotton overalls	☐ Rubber Boots	☐ PVC Slick Suit	☐ Apron	☐ Acid resistant
	☐ Polypropylene overalls			☐ Other	
EYE PROTECTION	☐ Side shields	☐ Face shield	☐ Chemical goggles	☐ Safety Glasses	

ENVIRONMENTAL/DISPOSAL CONSIDERATIONS?

--

ADDITIONAL CONTROLS/ COMMENTS

--

RISK ASSESSMENT – Note: refer to managing risk process			
☐ LOW	☐ MEDIUM	☐ HIGH	☐ VERY HIGH

Note: High/Very High requires Senior Management approval for use.

HAZARDOUS CHEMICAL RISK ASSESSMENT	Document No.: QSE05-FORM-04	Version No.: 1A
Release Date: 1 st August 2021	Uncontrolled if Printed	Page 1 of 2

HAZARDOUS CHEMICAL RISK ASSESSMENT



WORK ACKNOWLEDGEMENT:

NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
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NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	
NAME:		SIGNATURE:		DATE:	

SAFE WORK METHOD STATEMENT – TEMPLATE



GENERAL DETAILS

HIGH RISK CONSTRUCTION ACTIVITY					
SWMS REF NO.		SWMS VERSION NO.		DATE OF VERSION	
PROJECT TITLE:					
PROJECT ADDRESS:					

CONTRACTOR DETAILS

CONTRACTOR		CONTRACTORS ABN	
CONTRACTOR ADDRESS			
SUPERVISOR NAME		POSITION / TITLE	
CONTACT TEL NO.		SIGNATURE	

SENIOR MANAGEMENT / DIRECT MANAGER APPROVAL - Refer Delegations (Where Residual Risk remains as High or Very High after Control Measures identified)

NAME		POSITION / TITLE	
DATE		SIGNATURE	

PERSON CONDUCTING THE BUSINESS OR UNDERTAKING (PCBU) PRINCIPAL CONTRACTOR / CUSTOMER DETAILS (IF APPLICABLE)

PRINCIPAL CONTRACTOR		NAME OF REPRESENTATIVE	
DATE SWMS ACCEPTED		SIGNATURE	

IDENTIFICATION OF HIGH RISK CONSTRUCTION ACTIVITY

Involves a risk of a person falling more than 2 m	☐	Is carried out on a telecommunication tower	☐	Is carried out in an area in which there are artificial extremes of temperature	☐	Involves, or is likely to involve, the disturbance of asbestos	☐
Involves structural alterations or repairs that require temporary support to prevent collapse.	☐	Is carried out in an area at a workplace in which there is any movement of powered mobile plant	☐	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	☐	Involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure	☐
Is carried out in or near water or other liquid that involves a risk of drowning	☐	Is carried out on or near pressurised gas distribution mains or piping	☐	Is carried out on or near chemical, fuel or refrigerant lines	☐	Is carried out on or near energised electrical installations or services	☐
Is carried out in an area that may have a contaminated or flammable atmosphere	☐	Is carried out in or near a shaft or trench with an excavated depth greater than 1.5 m	☐	Involves the use of explosives	☐	Is carried out in or near a tunnel	☐
Is carried out in or near a confined space	☐	Involves tilt-up or precast concrete	☐	Involves diving work	☐		

SAFE WORK METHOD STATEMENT – TEMPLATE



PPE TO BE WORN BY ALL PERSONS UNDERTAKING THIS TASK

High Visibility	Head Protection	Foot Protection	Hearing Protection	Eye Protection	Face Protection	Hand Protection	Protective Clothing	Breathing Protection	Other
 ☐	 ☐	 ☐	 ☐	 ☐	 ☐	 ☐	 ☐	 ☐	☐ If other list:

PLANT AND EQUIPMENT

- Where relevant, plant is registered with the statutory authority, and where relevant, the plant's design is registered with the statutory authority.
- Plant is fit for purpose, inspected, maintained, serviced, and repaired in accordance with manufacturer's / supplier's instructions or other specified standard representing good practice.
- Plant is accompanied by manufacturer's / supplier's instructions or other specified standard representing good practice and is available to the operator / user.
- Where relevant, the operator of the plant is licenced by the statutory authority.

PLANT REGISTER REFERENCE NO.	PLANT / EQUIPMENT REQUIRED TO UNDERTAKE THE TASK	USED ON PROJECT	REGISTRATION NO	CERTIFICATE NO	PLANT RISK ASSESSMENT COMPLETED	PRE-DELIVERY INSPECTION COMPLETED
		☐			☐	☐
		☐			☐	☐
		☐			☐	☐
		☐			☐	☐

HAZARDOUS CHEMICALS

- Hazardous chemicals to be used during the activity shall have a Hazardous Chemicals Risk Assessment completed prior to use.
- The materials shall be registered on the Hazardous Chemicals Register.

HAZARDOUS CHEMICALS REQUIRED TO UNDERTAKE THE TASK:	USED ON PROJECT	UN NUMBERS	DG NUMBERS	RISK ASSESSMENT COMPLETED	SDS PROVIDED
	☐			☐	☐
	☐			☐	☐
	☐			☐	☐
	☐			☐	☐
	☐			☐	☐

SAFE WORK METHOD STATEMENT – TEMPLATE



PERMITS

- The following Permits to Work are implemented by the Organisation (Principal Contractor) in managing high risk activities.
- The following Permits are to be completed prior to undertaking this activity and these are to be submitted for approval prior to undertaking these activities.

NAME	REQUIRED	NAME	REQUIRED
Hot Works (Grinding / Welding etc.)	☐	Excavation	☐
Work at Heights	☐	Work In, Over or Adjacent to Water	☐
Confined Space	☐	Ladders (Where Not Used for Access Purposes Only)	☐
Other	☐	If Other, identify:	

TRAINING AND COMPETENCIES

- The following training and competencies are required to be completed by personnel in order to undertake this activity.

NAME	COURSE CODE (IF APPLICABLE)
Work Safely in the Construction Industry (Construction White / Blue Card)	CPCCOHS1001A
Induction into the SWMS (Refer SWMS Training, Development and Acknowledgement)	N/A

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 3 of 10

SAFE WORK METHOD STATEMENT – TEMPLATE



STANDARDS OF GOOD PRACTICE

LEGISLATION APPLICABLE TO THIS WORK	Work Health & Safety Act 2011 Work Health & Safety Regulations 2011
CODES OR OTHER STANDARDS APPLICABLE TO THIS WORK	Risk Management ISO 31000:2018 COP - Construction Work 2021 COP - First Aid 2021 COP - Hazardous Manual Tasks 2021 COP - How to Manage Work Health and Safety Risks 2021 COP - Work Health and Safety Consultation, Co-operation and Co-ordination 2021

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 4 of 10

[illegible]

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	<i>Uncontrolled if Printed</i>	Page 5 of 10

SAFE WORK METHOD STATEMENT – TEMPLATE



RISK MATRIX

Perform a risk assessment for each hazard identified by:

- (i) Determining the consequences (refer Table 1)
- (ii) Determining the likelihood of the consequence occurring (refer Table 2)
- (iii) Apply the values obtained from Tables 1 and 2 to the Qualitative Risk Matrix (Table 3) to obtain the resultant Risk Score and Level
- (iv) Apply priorities for the implementation of control measures in accordance with the Priority Matrix.

TABLE 1 – CONSEQUENCE	
LEVEL	DESCRIPTOR
INSIGNIFICANT	No illness or injuries
MINOR	First aid treatment
MODERATE	Medical treatment required
MAJOR	Serious Injury/illness
CATASTROPHIC	Death

TABLE 2 - LIKELIHOOD	
LEVEL	DESCRIPTOR
ALMOST CERTAIN	Occurs regularly
LIKELY	Expected to occur
POSSIBLE	Has occurred in the last two years
UNLIKELY	Has occurred only once or twice during the preceding 5 years
RARE	Has not occurred during the preceding 5 years

TABLE 3 – RISK LEVEL / PRIORITY					
LIKELIHOOD	CONSEQUENCE				
	INSIGNIFICANT - 1	MINOR - 6	MODERATE - 11	MAJOR - 16	CATASTROPHIC - 21
ALMOST CERTAIN – 9	L 10	M 15	H 20	VH 25	VH 30
LIKELY – 7	L 8	M 13	M 18	H 23	VH 28
POSSIBLE – 5	L 6	M 11	M 16	H 21	VH 26
UNLIKELY – 3	L 4	L 9	M 14	M 19	H 24
RARE - 1	L 2	L 7	M 12	M 17	H 22

RISK LEVEL	PRIORITY		
VH	VERY HIGH	The Activity MUST NOT COMMENCE. If started STOP IMMEDIATELY. Activity MUST NOT START until controls are implemented to reduce risk.	1
H	HIGH	Implement controls within a reasonable timeframe to reduce the risk to as low as reasonably practical.	2
M	MEDIUM	Implement controls within a reasonable timeframe to reduce the risk to as low as reasonably practical.	3
L	LOW	Implement controls as considered necessary to further reduce the risk to as low as reasonably practical.	4

HIERARCHY OF CONTROL	
1. Eliminate	4. Engineer
2. Substitute	5. Admin
3. Isolate	6. PPE

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 6 of 10

SAFE WORK METHOD STATEMENT – TEMPLATE



EMERGENCY PREPAREDNESS AND RESPONSE

Emergency preparedness and response preparations specific to the hazards identified within this SWMS are to be implemented as follows:

- Where the organisation is a Principal Contractor (PC), emergency preparedness will be undertaken and site specific response procedures will be prepared (refer Emergency Response process).
- Where the organisation is undertaking work on behalf of a PC (appointed as a Subcontractor), the organisation will work in accordance with the emergency provisions/ emergency response plan put in place by the PC. For this project the PC is as stated on page 1 of this SWMS.
- Where the organisation is undertaking works on behalf of a Client (not appointed as Principal Contractor) where the Client is in control of the workplace, the organisation will consult and communicate with the Client to determine emergency preparedness and response requirements.
- Where the organisation is in control of the workplace or is requested by the Principal Contractor, the organisation will undertake emergency preparedness and prepare specific emergency response procedures (refer Flowcharts for Emergency Response).

MONITORING AND REVIEW

- Use Task Observation form in undertaking formal monitoring and review in accordance with adopted schedule.

OBSERVATION LOG	01	02	03	04	05	06
INITIAL						
DATE						

SWMS REVIEW AND AMENDMENT

This Safe Work Method Statement will be reviewed in consultation with those workers executing the work in response to the following:

- Any change to the standards of 'good practice' including any statutory requirement
- Any change in design
- Any change in the work environment
- Any change in the personnel performing the work
- Any change in the plant, substances, materials and structures
- After a task observation or inspection has been carried out and additional hazards have been identified
- Near miss, injury or illness results from exposure to a hazard / risk to which the Safe Work Method Statement includes
- Formal review of SWMS in accordance with adopted monitoring and review schedule.
- At a minimum, 12 monthly

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 7 of 10

SAFE WORK METHOD STATEMENT – TEMPLATE



RECORD OF AMENDMENT

DATE OF REVIEW	ACTIVITY / TASK / JOB STEP REVIEWED	PERSON UNDERTAKING REVIEW	REVIEW RECOMMENDATIONS / AMENDMENT

SWMS DEVELOPMENT, TRAINING AND ACKNOWLEDGEMENT

A person performing work otherwise interacting with the work associated with this Work Method Statement must sign this Work Method Statement before commencing the activity / task or interacting with it. By signing the Work Method Statement the person is stating:

- They were involved in the compilation of the Work Method Statement including any associated risk assessment
- If they were not involved in the original compilation of the Work Method Statement including any associated risk assessment, they have been given the opportunity to comment on the statement
- They have read or been read the Work Method Statement
- They have received training and education in the work methodology expressed in the Work Method Statement
- They understand the Work Method Statement
- They have the skills and knowledge to perform the work as described in the Work Method Statement and as allocated to them
- They have the plant, materials, substances and structures to perform the work as described in this Work Method Statement and as allocated to them and that such plant, materials, substances and structures are 'safe' if they are used properly
- They understand they must comply with the content of the Work Method Statement.
- They have been issued and instructed in the correct use of the PPE required to fully undertake their role in accordance with this Work Method Statement.

SAFE WORK METHOD STATEMENT (SWMS) – OXX TEMPLATE	Document No.: SWMS-OXX	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 8 of 10

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SAFE WORK METHOD STATEMENT (SWMS) – 0XX TEMPLATE	Document No.: SWMS-0XX	Version No.: 1A
Release Date: 1st August 2021	<i>Uncontrolled if Printed</i>	Page 10 of 10

SWMS REVIEW



PROJECT NAME:			
SUBCONTRACTOR:		ABN:	
NAME OF SC REPRESENTATIVE:			
TRADE/ACTIVITY:			
ACTIVITY COVERED:			
DATE SUBMITTED:		DATE ON SITE:	

Instructions for Subcontractors:

1. All SWMS must be completed and forwarded to Alder Con. prior to commencement
2. **Complete Parts 1 & 2** and return to Alder Con. Incompletion result in delays and/or decline of approval.
3. All documents are to be submitted to Alder Con. 7 days before the programmed day of commencement on site.

Instructions for Alder Review:

1. Verify each element in Parts 1 & 2 and score
2. Detail any amendments required in the Action Required table on Part 3
3. If Action Required: Forward document to subcontractor for amendment and re-submission
4. If No Action Required: Complete Part 4 and forward document to Project Manager for action

PART 1

HIGH RISK ACTIVITY	✓	HIGH RISK ACTIVITY	✓
Demolition that is not a prescribed activity (see prescribed activities)	☐	Work in an area that may have a contaminated or flammable atmosphere	☐
Entering a Confined Space	☐	Working in a trench 1.5m or deeper	☐
Movement of powered mobile plant	☐	Work in artificial extremes of temperature	☐
Structural alterations requiring temp. support to prevent collapse	☐	Work in, over or adjacent to water	☐
Tilt-Up and Pre-cast construction	☐	Work on or adjacent to a road or railway	☐
Using explosives	☐	Work near an exposed energised electrical installation	☐
Using Hazardous Substances	☐	Work on or near a chemical refrigerant line	☐
Working at a height above 2.0m	☐	Work on or near a pressurised gas distribution. main/piping	☐
Working on a roof with a pitch > 26°	☐	Work on telecommunication towers	☐
	☐	Work that the principal Contractor believes could result in death or bodily harm	☐

PRESCRIBED ACTIVITY	✓	PRESCRIBED ACTIVITY	✓
Asbestos Removal work	☐	Demolition work that includes:	☐
Asbestos Removal Individual Licence A or B (circle) Licence No: _____	☐	1.Dismantling of structure that is load bearing or otherwise related to the physical integrity of the structure that is at least 6.0mts in height 2.The use of load shifting equipment on a suspended floor 3.Using explosives or another induced collapse method	
Asbestos Removal Organisation Licence A or B (circle) Licence No: _____	☐		

PART 2

ELEMENT	REQUIREMENTS	SUBCONTRACTOR ✓/*/NA	ALDER ✓/*/NA
COMPANY/PROJECT DETAILS	1. Correct Name of Project	☐	☐
	2. Correct Name and Address of Subcontractor	☐	☐
	3. Correct Name of Principal Contractor	☐	☐
	4. Subcontractor's ABN	☐	☐
	5. Name and Signature of person who has approved the SWMS	☐	☐
WORK ACTIVITY	6. Name of Activity/Task	☐	☐
	7. All High Risk / Prescribed Activity accurately identified	☐	☐
	8. SWMS adequately reflects the Scope of Work	☐	☐
PRESCRIBED ACTIVITIES	9. Subcontractors Prescribed Activity licence number/s	☐	☐
	10. Verification of training of workers in this activity	☐	☐
	11. Arrangement for supervision of workers in this activity	☐	☐
PLANT AND EQUIPMENT	12. Include details of any plant and equipment that will be required to undertake the task	☐	☐
	13. Registers and/ or lists of Plant and Equipment that will be used are included – Haz Subs, Lifting Equip, Elect Equip	☐	☐
	14. Details of <u>plant and equipment servicing, maintenance, inspection</u> and cleaning activities that will be associated with the use of the plant and equipment.	☐	☐
COMPETENCIES QUALIFICATIONS PERMITS	15. Details of specific <u>competencies and training</u> required to undertake the activity (or specific aspects of the activity) including licenses, qualifications, trade certificates	☐	☐
	16. Recording the <u>individual's license / certificate numbers</u> associated with the specific competencies and training required on the SWMS.	☐	☐
	17. Details of any <u>regulatory permits</u> and licenses required to operate machinery and /or perform the activities detailed	☐	☐
LEGISLATIVE REFERENCES	18. Reference to all relevant legislation and codes of practice that apply to this activity	☐	☐
	19. The SWMS must incorporate controls that conform with the requirements of the specific health and safety legislation, codes, standards, that are relevant to the activity	☐	☐
CONSULTATION DURING DEVELOPMENT	20. Workers or their nominated safety representatives have been consulted the development of this SWMS	☐	☐
	21. Details of other parties consulted in the SWMS development	☐	☐
ACTIVITY STEPS	22. The activity must be broken up into a sequence of steps / tasks required to complete the work activity	☐	☐

SWMS REVIEW



HAZARD IDENTIFICATION	23. Hazards associated with each of the steps of the activity have been identified	☐	☐
RISK ASSESSMENT RISK MATRIX	24. The Risk/s associated with each hazard are identified	☐	☐
	25. Risks are assessed regarding the consequence and likelihood and given a Risk Score	☐	☐
	26. A defined Risk Matrix is included	☐	☐
CONTROLS MEASURES	27. List of controls is included to prevent and /or minimise the exposure to the hazard	☐	☐
	28. Controls must conform with the relevant requirements including, but not limited to: the specific health and safety legislation; codes; standards; and principal contractors project risk assessment controls chosen for the project	☐	☐
	29. Responsibility party for implementing the controls has been allocated	☐	☐
HIERARCHY OF CONTROLS	30. Hierarchy of controls is used to identify priorities for control measures based on the level of risk	☐	☐
RESIDUAL RISK	31. A second assessment is undertaken for each hazard after the proposed controls are implemented to demonstrate that the exposure to risk has been reduced.	☐	☐
MONITOR & REVIEW	32. Details the methods to measure the effectiveness of the controls	☐	☐
	33. Details the method to review the effectiveness of the controls	☐	☐
	34. Details of the latest review date of the SWMS	☐	☐
EMERGENCY RESPONSE	35. Emergency procedures specific for this SWMS are recorded	☐	☐
	36. Equipment required for emergency response is identified and provided	☐	☐
TRAINING INTO SWMS	37. The names and signatures of the workers trained to undertake the activities outlined in the SWMS are recorded – <u>sign off page</u> is included as evidence	☐	☐
	38. Records of any re-training of all relevant workers after changes have been made to the SWMS should be attached	☐	☐
OTHER SUBCONTRACTORS	39. Details of other subcontractors the PCBU will be engaging to fulfil their contract (all SC will require prequalification under Alder's HSE Management System) Name/s: _____ Name/s: _____	☐	☐
SUPERVISION	40. The names and positions of personnel assigned supervising responsibilities should be recorded on the SWMS Name/s: _____	☐	☐

PART 3

ACTIONS REQUIRED			
SWMS ACCEPTED:			
SWMS has been reviewed and accepted – no comments			☐
SWMS has been reviewed – issues shown below have been raised with the Subcontractor			☐
SWMS REJECTED:			
☐			
ITEM NO.	COMMENTS		
HSE ADVISOR:		DATE:	
SITE MANAGER:		DATE:	
RETURNED VIA:	Hand ☐ Phone ☐ Email ☐	DATE:	

PART 4

APPROVAL			
HSE ADVISOR:		DATE:	
SITE MANAGER:		DATE:	
RE-SUBMITTED:		DATE:	

SERVICE DISCONNECTION COMPLIANCE CERTIFICATE



The purpose of this certificate is to certify that the disused service(s) have been correctly disconnected so that demolition/refurbishment works can commence.

PROJECT:		PROJECT / JOB NO:	P278
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DETAILS OF SITE CONTACTS

SUBMIT THIS CERTIFICATE TO THE FOLLOWING ALDER PERSONNEL:					
NAME		CONTACT NO.		EMAIL	
NAME		CONTACT NO.		EMAIL	
NAME		CONTACT NO.		EMAIL	

DETAILS OF SITE SERVICE FOR DISCONNECTION

SUBCONTRACTOR					
LOCATION:					
DATE:			TIME:		
CONTACT NAME:			CONTACT NO.:		
SERVICE(S) DISCONNECTED <i>(Tick all associated affected services)</i>					
ELECTRICAL	☐	WATER	☐	SEWER	☐
COMMUNICATION	☐	GAS	☐	FIRE	☐

WORKS DESCRIPTION

Description of Works: (eg. Disconnection of sewer services to Building A01)

DETAILS OF WORKS PERFORMED

Details of Specific Works Performed: (eg. Pipe/cable size, location of disconnection point)- Attach marked up site plan

CERTIFICATION

The undersigned hereby confirms that the disused service(s) outlined above have been isolated, locked out, disconnected, and sealed/terminated to prevent a nuisance to the Site, School Property and Local Infrastructure. Demolition/Refurbishment in the nominated area can now commence.

SIGNED BY SUBCONTRACTOR SUPERVISOR:

NAME:		SIGNATURE:		DATE:	
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SERVICE DISCONNECTION COMPLIANCE CERTIFICATE	Document No.: CON25-FORM-04	Version No.: 1A
Release Date: 1st March 2022	Uncontrolled if Printed	Page 1 of 1

	Alder Constructions Pty Ltd PO BOX 1531 Oxenford QLD 4210	PERMIT TO EXCAVATE	Form: HS-461 Rev. No: 7 Date: May 2019
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PERMIT FOR: <i>(Circle Activity)</i>	Mechanical Excavation (i.e. Break Ground)	BORE/ DRILL (i.e. Auger, Directional Boring)
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Instructions

- Before any permit to excavate can be issued the following activities must be conducted:
 - The permit applicant will personally inspect the location of the work area
 - The permit applicant will review any plans, as built drawings & DBYD of the work site
 - The permit applicant will liaise with the relevant Alder Representative and/or authorities
- The permit applicant will identify the location of services in the area by markers, bunting or other suitable means. Plans indicating proposed works and identified/verified service locations are to be attached to this permit.
- Every item within the permit must be completed/ attached/ inspected.

Conditions of Permit

- The permit will be valid for a maximum period of 30 days.
- If unknown services are encountered that have not been identified on the proposed works or identified/verified services drawings, works are to stop immediately and Alder site manager notified. Works shall not proceed until current permit conditions are updated and approval to proceed has been given

Project:			Date:		
Subcontractor / PCBU / Company Name:					
Description of Activity covered by this Permit:					
Specific Location of Work Activity:					
Dial Before You Dig available & onsite? Plans current?			☐ Yes	☐ No	☐ N/A
DBYD Ref No:			DBYD Expiry Date:		
Types of services in work area, select all applicable below:					
☐ Overhead Power	☐ Optic Fibre	☐ Water mains	☐ Stormwater		
☐ Underground Power	☐ Comms	☐ Sewer	☐ Gas		
☐ Other Services (Insert):					
Will any services require isolation due to the proposed works?			☐ Yes. Details:		☐ No
What conditions are required for work around these services as noted on DBYD from the authority? (ie: Spotter, authorised person)					
Insert here:					
Services marked out by:	☐ Paint	☐ Markers	☐ Bunting	☐ Other	
Services located by:	☐ Electronic Detection	☐ Liaison With Service Authority	☐ Hand Dig / Pot Holing	☐ Visual ID	
	☐ Vacuum Excavation	☐ Plan Inspection / review only	☐ Other?		
Are there any Temporary Services installed during construction? (Confirmation from Site Manager Required)			☐ Yes	☐ No	☐ N/A
List all Plant/ Equipment to be used during Activity:					
Major Plant Checklist completed? Accepted?			☐ Yes	☐ No	☐ N/A

	Alder Constructions Pty Ltd PO BOX 1531 Oxenford QLD 4210	PERMIT TO EXCAVATE	Form: HS-461
			Rev. No: 7
			Date: May 2019

Safe Work Method Statement (SWMS) accepted & suitable?		☐ Yes	☐ No	☐ N/A
List SWMS Name, number & date reviewed:				
Control Measures - All required Items must be checked by Permit Issuer before signing permit.				
(Y = Yes, N = No, N/A = Not Applicable)				
Physical barriers required?		*Electrical isolation required?	Completed?	
Area isolated/barricaded off?		Near adjacent structure/foundations?		
Dedicated Spotter?		Asset Owner required to attend?		
The following additional conditions/precautions/controls to be observed:				
"WARNING – There Still May Be Unidentified Services"				

Have you attached drawings to this permit showing locations of all services?	☐ Yes	☐ No	☐ N/A
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PERMIT SIGN OFF AND APPROVAL			
Permit Applicant Name:			
[Contractor] Name:			
Role/ Position:			
Signature:		Date:	

WORK GROUP SIGN OFF – All persons involved must read and sign		
Name	Signature	Date

PERMIT AUTHORISED BY ALDER CONSTRUCTIONS:		☐ Yes	☐ No
Permit Issuer Name:			
Role/ Position:			
<i>I Have Inspected the Work Area Prior To Issuing This Permit And The Nominated Permit Receiver Has Met All The Above Applicable Conditions.</i>			
Signature:		Date:	

Permit Valid from:		Expires by:	
PERMIT COMPLETION:			
<i>The Work Area Has Been Inspected By Me At The End/Completion of this Permit And Declared Safe For Normal Construction/Operation Activities To Resume.</i>			
Permit Issuer's Name:		Signature:	
Date:		Time:	

FORM

PLANT APPROVAL CHECKLIST



PLANT REGISTER NO.:	
DATE:	
JOB:	
SITE:	
PLANT OWNED BY:	
PLANT ID:	
MAKE:	
MODEL:	
REGISTRATION:	
HOURS:	
OPERATOR/S:	

Prior to Mobile Plant being approved for use on site. The following must be reviewed and accepted before work can be conducted on site.

ITEM	RECEIVED / VIEWED	REVIEWED / APPROVED	COMMENTS
PLANT RISK ASSESSMENT:	YES ☐ NO ☐	YES ☐ NO ☐	
MAINTENANCE CHECKLIST:	YES ☐ NO ☐	YES ☐ NO ☐	Date of last service:
12 MONTHS SERVICE HISTORY:	YES ☐ NO ☐	YES ☐ NO ☐	Date of last annual service:
OEM:	YES ☐ NO ☐	YES ☐ NO ☐	
OPERATOR COMPETENCY ASSESSMENT:	YES ☐ NO ☐	YES ☐ NO ☐	Induction No.
OPERATOR TICKETS (IF APPLICABLE):	YES ☐ NO ☐	YES ☐ NO ☐	Licence Type: Licence No.:
SWMS:	YES ☐ NO ☐	YES ☐ NO ☐	
FIRE EXTINGUISHER	YES ☐ NO ☐	YES ☐ NO ☐	Date of last service:
REGISTRATION DTMR:	YES ☐ NO ☐	YES ☐ NO ☐	Vehicle Rego No.:
REGISTRATION WHS:	YES ☐ NO ☐	YES ☐ NO ☐	Plant Rego No.:

APPROVAL

REVIEWED BY:		POSITION:	
APPROVED:	YES ☐ NO ☐	DATE:	
SIGNATURE:			

3 IDENTIFICATION OF HAZARDS AND RISK CONTROLS

Research indicates that the following hazards are the most likely from which unacceptable risk may arise in regard to using this item of plant. In regard to this item of plant and its operation, indicate (by placing a cross in the box) which hazards apply and select the risk controls / barriers to be used to eliminate or reduce the risk to an acceptable level. In this assessment the term 'approved standard' means a standard that accords with good practice and includes a standard detailed in legislation, code of practice published by the Statutory Authority and manufacturer's specifications. In this assessment the term 'competence' means a person having the skills, knowledge and experience to do something (the specified thing) within acceptable / tolerable risk.

HAZARD	RISK CONTROL		
☐ There is the potential for the plant to mechanically, structurally or operationally fail because it is not used in accordance with the approved standard including person / s using the plant in an application for which it has not been designed.	☐ Plant is used in accordance with the approved standard. ☐ Plant is operated by a person who has the skills and knowledge to do so in accordance with the approved standard. ☐ The operator is physically and psychologically fit to operate the plant: ☐ The operator is not under the influence of alcohol or any substance or drug, including prescription and non-prescription drugs, which may adversely affect their ability to operate the plant in accordance with the approved standard. ☐ The operator is not fatigued. ☐ The operator is not under undue stress including stress provoked by unrealistic timelines or production targets. ☐ Adequate quality supervision is provided. ☐ There are no unauthorised alterations to the plant including a removal of guards or by-passing of warning devices, emergency stop devices etc. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ There is the potential for the plant to mechanically or structurally fail or partially fail because it is not maintained, serviced or repaired in accordance with the approved standard.	☐ Plant is maintained, serviced and repaired in accordance with the approved standard. Plant is maintained and serviced at the frequency detailed in the approved standard. ☐ Plant is inspected before each use by a competent person. ☐ Plant is maintained, serviced and repaired by a person who has the skills and knowledge to do so in accordance with the approved standard. ☐ Plant is maintained by a person who is physically and psychologically fit to do so. ☐ Unserviceable plant is withdrawn from use. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL						
☐ There is the potential for the operator to be ejected from the operator's position and be struck by the plant if the plant becomes unstable and / or rolls over.	☐ Plant is used in accordance with the approved standard and in a way in which it cannot become unstable or roll over. ☐ Plant is fitted with ROP. ☐ Plant is fitted with seat belts and they are used. ☐ Other:						
INTRINSIC RISK RATING (Prior to risk controls)					RESIDUAL RISK RATING (After risk controls)		

HAZARD	RISK CONTROL						
☐ There is the potential for unplanned interaction between the mobile plant and other plant / workers / other persons / structures.	☐ Principal Contractor to Develop Traffic Management Plan. ☐ Persons are isolated from the mobile plant by means of fencing, barriers, barricades, temporary warning or control signs (operated manually or electronically), or a combination of these. ☐ Spotters/safety observers are used to control mobile plant movement: ☐ When operating in close proximity to each other ☐ When reversing ☐ Where the plant interacts with workers and others ☐ The operator is under direction to: ☐ Stop when the spotter or others working within the working zone cannot be seen ☐ Operate the plant at a slow speed ☐ Operate the plant with the operator facing in the direction of travel ☐ Operate the plant in a forward direction wherever possible ☐ The operator is physically and psychologically fit to operate the plant providing the best possible way of being situationally aware ☐ Plant is painted in a distinctive bright colour ☐ Interacting workers and others wear high visibility clothing ☐ Audible reversing alarms are used						

PLANT RISK ASSESSMENT FORM



	☐ Persons do not approach within 30 metres or the swing distance plus five metres (whichever is greater) of plant in which an operator is at the controls (whether the plant is in motion or not) unless authorised to do so by the operator. The operator leaves the controls of the plant whilst the person is within working distances (such as swing distances) of the plant unless the person is within the working distance for the purposes of undertaking a task that is subject to a risk assessment and compiled work method statement in which such interaction has been considered and approved.		
	☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)		RESIDUAL RISK RATING (After risk controls)	

HAZARD	RISK CONTROL
☐ There is the potential for unplanned interaction with overhead power lines.	☐ Power lines are switched off by the local electricity distributor. ☐ Temporary protection, for example 'tiger tail' covers, are fitted (low voltage power lines only). ☐ Ground barriers are provided (exclusion zones are applied). ☐ Plant does not approach overhead power lines any closer than the following unless appropriate approvals have been obtained from the relevant Statutory Authority: ☐ Power lines with voltages up to 132 000 volts 3m ☐ Between 132 000 – 333 000 volts 6m ☐ More than 333 000 volts 8m ☐ Where plant operates in close proximity to overhead power lines (not just specifically closer than the minimum approach distances), a safety observer is deployed to observe the approach of the plant and to warn the operator in sufficient time to ensure all clearances are maintained. The safety observer is not required to observe more than one piece of plant at any one time or carry out any other duties during the period of observance. ☐ An effective limiting device has been set to prevent any component of the plant approaching closer than the minimum approach distances ☐ No-one remains in contact with the plant and the ground or earthed situation during the period in which the plant is operating in close proximity to the power lines. ☐ Other:
INTRINSIC RISK RATING (Prior to risk controls)	RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ There is the potential for unplanned interaction with underground / concealed services.	☐ There has been an assumption that underground services exist until proven otherwise. ☐ A complete record search of existing services has been undertaken prior to work starting. ☐ Validation of records has taken place prior to work starting. This has been achieved by the use of pipe and cable locating devices and careful spot excavation. ☐ All digging to locate services is along the line of the service. ☐ Once located, all services are correctly identified. ☐ Unserviceable plant is withdrawn from use. ☐ Where there is doubt about the identity of an exposed service, it is treated as an electricity cable or gas pipe until proven otherwise. ☐ All services have been assumed to be live until disconnected and proven safe at the point of work. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ There is the potential for the base on which the plant operates to become unstable (i.e. subject to slippage, subsidence or collapse).	☐ The interaction between the plant and its base is approved as a result of geotechnical analysis undertaken by a competent person. ☐ A complete record search of existing services has been undertaken prior to work starting. ☐ The base is re- examined by a competent person at regular intervals to ensure that it is stable and intact. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ There is the potential for unplanned interaction with hardware components that cut, crush, bend, shear, pinch, wrap, pull, or puncture.	☐ Plant is used in accordance with the approved standard. ☐ Plant is maintained, serviced and repaired in accordance with the approved standard. ☐ Plant is used and maintained by a person who is physically and psychologically fit to do providing the best possible way of being situationally aware. ☐ Plant has had no unauthorised alterations to it and guards have not been removed or made inoperative. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ General	☐ High pressure hydraulic systems used to lift/lower and angle blade system. ☐ Sheer point exists between blade and chassis. ☐ Operator's vision is impaired to the rear of the grader due to length and height of engine compartment. ☐ Capable of high speeds. Maintain an exclusion zone around work area. ☐ All persons to wear high visibility clothing. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

4 IDENTIFICATION OF HAZARDS AND RISK CONTROLS (DISCRETIONARY)

HAZARD	RISK CONTROL		
☐ All - Risk controls in this part are <u>in addition</u> to the following:	☐ Plant is used, maintained, serviced and repaired by a person / s who has the competence to do so in accordance with the approved standard. ☐ The operator / other person who maintains, services and repairs the plant is physically and psychologically fit to do so: ☐ They are not under the influence of alcohol or any substance or drug, including prescription and non-prescription drugs, which may adversely affect their ability to operate the plant in accordance with the approved standard. ☐ They are not fatigued. ☐ They are not under undue stress including stress provoked by unrealistic timelines or production targets. ☐ Adequate quality supervision is provided. ☐ There are no unauthorised alterations to the plant. ☐ Plant is inspected before each use by a competent person. ☐ Unserviceable plant is withdrawn from use. ☐ Personal protective equipment that is capable of providing protection (to a prescribed degree) for the person wearing it against a planned or unplanned interaction with a hazardous energy source is wearing it in circumstances where wearing it is in accordance with the approved standard. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ Kinetic energy (impact) – there is the potential for unplanned movement of the plant i.e. without the operator at the controls.	☐ Access to the plant is confined to authorised persons only. ☐ Plant is 'parked up' in accordance with the approved standard. ☐ Plant wheels are 'choked' when the plant is stationary. ☐ Vehicle disabling systems are used. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ Kinetic energy (impact) – there is the potential for the load to become unstable and detach from the plant, interacting with the operator, maintainer or other person.	☐ The potential for an unstable load/s is recognised. ☐ Loads restraint methods are in accordance with the approved standard. ☐ Load positioning is in accordance with the approved standard. ☐ Dunnage is used in accordance with an approved standard. ☐ Tie down methods are in accordance with an approved standard. ☐ Direct restraint methods are in accordance with an approved standard. ☐ Vehicle and load restraint equipment is approved. ☐ Tensioners are serviceable. ☐ Plant is designed to accommodate the specified load. ☐ The load is covered. ☐ Periodic visual checking at specified intervals is undertaken. ☐ There is a nominated exclusion zone in which the object could fall and in which a person will not enter. ☐ The plant is fitted with overhead protection (FOPS). ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ Stored energy – there is the potential for the operator, maintainer or other persons to interact with things (including liquids and gases) under pressure, tension, compression at a level that is unacceptable / intolerable.	☐ Isolation, dissipation or restraint of the energy source is carried out through the application of a positive isolation process and in accordance with the approved standard. ☐ Hazardous chemicals are used, stored and transported in accordance with the approved standard (subject to a separate Hazardous Chemical Risk Assessment). ☐ All hydraulic systems will be returned to non-pressurised position on shutdown. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)		RESIDUAL RISK RATING (After risk controls)	

HAZARD	RISK CONTROL		
☐ Substance – there is the potential for the operator, maintainer or other persons to interact with chemicals that are intrinsic to the plant or form part of a load.	☐ Hazardous chemicals are used, stored and transported in accordance with the approved standard (subject to a separate Hazardous Chemical Risk Assessment). ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)		RESIDUAL RISK RATING (After risk controls)	

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL
☐ Physical stressors – there is the potential for the operator, maintainer or other persons to adopt awkward postures i.e. operator / operator position ergonomics is less than adequate.	☐ Awkward postures are not combined with: ☐ The exertion of muscular force, particularly with the joint in an extreme position. ☐ Another awkward posture. ☐ Repetitive actions. ☐ Maintenance of a static posture for a prolonged period. ☐ Prolonged standing without movement is avoided. ☐ Prolonged sitting is avoided. ☐ When sitting, twisting or bending the back is avoided. ☐ When sitting, the seat fully supports the body. ☐ Other:
INTRINSIC RISK RATING (Prior to risk controls)	RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL
☐ Gravity – there is the potential for the operator, maintainer or other persons to fall from height i.e. gaining access or egressing from the operator position.	☐ When accessing a / egressing from a working platform at height (including an operators position associated with plant) the person will have at least three limbs in contact with a surface intrinsic to the plant designed to support the limb (step, handle, handrail or ladder). ☐ When accessing a / egressing from a working platform at height (including an operators position associated with plant) the person will proceed in a manner in accordance with the approved standard i.e. they will descend from height facing the plant unless stated otherwise. ☐ A person will not jump from height when egressing from a working platform at height (including an operators position associated with plant). ☐ Other:
INTRINSIC RISK RATING (Prior to risk controls)	RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ Gravity – there is the potential for a person to slip, trip or fall (same level) in vicinity of the plant	☐ There is appropriate, safe and clear entry to and exit from the location of the plant. ☐ There is a safe system for collecting, storing and disposing of excess or waste materials. ☐ There is enough area allocated to safely store materials or the plant. ☐ An orderly workplace environment is established and maintained. ☐ General safety signs are erected and kept in good condition. ☐ Protruding objects are made safe. ☐ Spills are immediately cleaned. ☐ Working surfaces are free of debris. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)		RESIDUAL RISK RATING (After risk controls)	

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL
☐ Acoustic – there is the potential for the operator, maintainer or other persons to interact with noise generated by the plant or other plant in the operating vicinity at a level that is unacceptable / intolerable	Engineering treatment of the source is used as the preferred method of permanently removing the problem of noise exposure due to machinery or processes at the workplace: ☐ The plant's noise emissions comply with statutory requirements. ☐ Plant is used, maintained, serviced and repaired in accordance with the approved standard. ☐ Plant is maintained and serviced at the frequency detailed in the approved standard. ☐ Plant is inspected before each use by a competent person. ☐ Unserviceable plant is withdrawn from use. ☐ Specific machine elements causing the noise are corrected by a local source approach, rather than by consideration of the entire plant as a noise source. ☐ Exhaust systems are in good order. ☐ Exhaust and compression braking is limited. ☐ Horns are only used for collision avoidance or as detailed in the project traffic rules. ☐ Pod-type air cleaners, vented to atmosphere waste gates or blow-off valves are not be fitted to engines. ☐ Excessive acceleration of vehicles is avoided. ☐ Vehicle sound systems are used at a volume that does not impose the sound on another person outside the cabin of the vehicle. If engineering treatment of the source is not practicable, engineering treatment of the noise transmission path is considered: ☐ Distance is placed between the noise source and the target. ☐ Noise barriers are erected between the noise source and the target. ☐ Acoustical silencers for intake and exhaust systems are used. Administrative / PPE risk controls: ☐ Nuisance noise is reduced by limiting the times of the operation of noisy plant vehicles and operations. ☐ Noisy construction activity is scheduled to coincide with high background noise levels where practicable. ☐ Job rotation, job redesign or rosters are used to reduce exposure to the target. ☐ Areas where persons may be exposed to noise levels exceeding those set by the statutory authority are sign-posted as 'hearing protection areas'. ☐ A person wears personal hearing protection of a type that reduces sound pressure level to below an 8 hour equivalent continuous A-weighted sound pressure level of 85dB(A), referenced to 20µPa or a C-weighted peak sound pressure level of 140dB(C), referenced to 20µPa determined at the person's ear. ☐ Other:

PLANT RISK ASSESSMENT	Document No.: QSE05-FORM-05	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 11 of 15

PLANT RISK ASSESSMENT FORM



HAZARD	RISK CONTROL		
☐ Radiant – there is the potential for the operator, maintainer or other persons to interact with short wavelength energy – ultra violet (sun).	☐ Plant operator is enclosed in a cabin. ☐ Open to air operator positions are fitted with overhead protection. ☐ Wide brimmed hats and loose, lightweight, light coloured cotton clothing which provides best air circulation and cooling from the heat while allowing a balance for protection from the sun is worn. ☐ High protection factor sunscreen (30+ or greater) is applied to exposed parts of the body. ☐ Where practicable, work is undertaken in the shade. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ Atmospheric – there is the potential for the operator, maintainer or other persons to interact with a dusty atmosphere at a level that is unacceptable / intolerable.	☐ Dust suppression measures are implemented. ☐ Plant operator is positioned in an air-conditioned cabin. ☐ The correct particulate filter is used in accordance with AS/NZS 1716 (P1). ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

HAZARD	RISK CONTROL		
☐ Visual - there is the potential for the operator, maintainer or other persons to interact poor lighting conditions at a level that is unacceptable / intolerable.	☐ Illumination levels, including both natural and artificial light, adhere to the approved standard and take account of the following: ☐ Transition of natural light over the day. ☐ Glare. ☐ Contrast and shadow. ☐ Reflections. ☐ Other:		
INTRINSIC RISK RATING (Prior to risk controls)			RESIDUAL RISK RATING (After risk controls)

PLANT RISK ASSESSMENT FORM



5 RISK MATRIX

Perform a risk assessment for each hazard identified by:

- Determining the consequences (refer Table 1)
- Determining the likelihood of the consequence occurring (refer Table 2)
- Apply the values obtained from Tables 1 and 2 to the Qualitative Risk Matrix (Table 3) to obtain the resultant Risk Score and Level
- Apply priorities for the implementation of control measures in accordance with the Priority Matrix.

TABLE 1 – CONSEQUENCE	
LEVEL	DESCRIPTOR
INSIGNIFICANT	No illness or injuries
MINOR	First aid treatment
MODERATE	Medical treatment required
MAJOR	Serious Injury/illness
CATASTROPHIC	Death

TABLE 2 - LIKELIHOOD	
LEVEL	DESCRIPTOR
ALMOST CERTAIN	Occurs regularly
LIKELY	Expected to occur
POSSIBLE	Has occurred in the last two years
UNLIKELY	Has occurred only once or twice during the preceding 5 years
RARE	Has not occurred during the preceding 5 years

TABLE 3 – RISK LEVEL / PRIORITY					
LIKELIHOOD	CONSEQUENCE				
	INSIGNIFICANT - 1	MINOR - 6	MODERATE - 11	MAJOR - 16	CATASTROPHIC - 21
ALMOST CERTAIN – 9	L 10	M 15	H 20	VH 25	VH 30
LIKELY – 7	L 8	M 13	M 18	H 23	VH 28
POSSIBLE – 5	L 6	M 11	M 16	H 21	VH 26
UNLIKELY – 3	L 4	L 9	M 14	M 19	H 24
RARE - 1	L 2	L 7	M 12	M 17	H 22

RISK LEVEL	PRIORITY	
VERY HIGH	The Activity MUST NOT COMMENCE. If started STOP IMMEDIATELY. Activity MUST NOT START until controls are implemented to reduce risk.	
HIGH	Implement controls within a reasonable timeframe to reduce the risk to as low as reasonably practical.	
MEDIUM	Implement controls within a reasonable timeframe to reduce the risk to as low as reasonably practical.	
LOW	Implement controls as considered necessary to further reduce the risk to as low as reasonably practical.	

HEIRARCHY OF CONTROL	
1. Eliminate	4. Engineer
2. Substitute	5. Admin
3. Isolate	6. PPE

PLANT RISK ASSESSMENT	Document No.: QSE05-FORM-05	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 13 of 15

6 RISK ASSESSMENT SUPPORTING DOCUMENTS

- ☐ Manufacturer's or supplier's instructions and specifications
- ☐ Transport, storage and installation
- ☐ Operation
- ☐ Monitoring
- ☐ Servicing and maintenance
- ☐ Dismantling
- ☐ Its design envelope, including limits for its normal and abnormal use and life
- ☐ Its condition and performance limits
- ☐ Hazards associated with the plant and its materials
- ☐ Its failure modes
- ☐ Its safeguards and protective systems
- ☐ SWMS approved by Alder Constructions
- ☐ Registration with the Statutory Authority
- ☐ Use (including daily log book record)
- ☐ Servicing and maintenance
- ☐ Repair and modification
- ☐ Inspection, testing and monitoring, and any action taken as a result of the inspection, testing and monitoring
- ☐ Incidents, damage and operation happening outside the plant's design envelope
- ☐ A record of the operator / s current competence including any applicable licence required by the Statutory Authority
- ☐ A record of the current competence of the organisation / person responsible for the plants maintenance, servicing and / or repair
- ☐ A record of the current competence

PLANT RISK ASSESSMENT	Document No.: QSE05-FORM-05	Version No.: 1A
Release Date: 1st August 2021	Uncontrolled if Printed	Page 14 of 15

PLANT RISK ASSESSMENT FORM



7 RISK ASSESSMENT PREPARATION DETAILS

RISK ASSESSMENT PREPARED BY:

NAME:		SIGNATURE:		DATE:	
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RISK ASSESSMENT REVIEWED BY (NOTE: Where Residual Risk is rated as High or Very High, authorised by an approved person is required):

NAME:		SIGNATURE:		DATE:	
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RISK ASSESSMENT ACCEPTED BY (IF APPLICABLE - WHERE SUBMITTED BY ORGANISATION TO PRINCIPAL CONTRACTOR FOR REVIEW):

NAME:		SIGNATURE:		DATE:	
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FORM

PLANT INSPECTION REPORT



PLANT REGISTER NO.:	(office use only)
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This form is to be completed by the plant supplier and is to be handed to the Direct Manager / Supervisor along with copies of documents as required prior to plant accessing the site.

LOCATION:				DATE:	
OWNER:		UNIT/FLEET NO:		SMU:	
MAKE:		MODEL:		YEAR:	
SERIAL # :		HOURS:		REGO # :	

THE FOLLOWING ITEMS ARE MINIMUM REQUIREMENTS:

R.O.P.S. CANOPY (except for Road Trucks, Drills, Concrete Trucks)	☐ YES	☐ NO
DETAILED RISK ASSESSMENT COMPLETED AND ATTACHED	☐ YES	☐ NO
PRESTART CHECKLIST (must reflect manufacture's requirements)	☐ YES	☐ NO
MAINTENANCE HISTORY	☐ YES	☐ NO
ALL SAFETY GUARDS FITTED	☐ YES	☐ NO
SEATBELTS FITTED AND IN GOOD ORDER	☐ YES	☐ NO
REVERSE ALARM OPERATION	☐ YES	☐ NO
FIRE EXTINGUISHER FITTED AND FULLY CHARGED	☐ YES	☐ NO
AMBER FLASHING LIGHTS	☐ YES	☐ NO
ALL VEHICLE SYSTEMS ARE TO BE IN GOOD WORKING ORDER	☐ YES	☐ NO

SITE SPECIFIC REQUIREMENTS	REQUIRED		FITTED & OPERATIONAL	
POSITIVE LOCKOUT SYSTEM FITTED	☐ YES	☐ NO	☐ YES	☐ NO
FIRE SUPPRESSION SYSTEM FITTED	☐ YES	☐ NO	☐ YES	☐ NO
EMERGENCY STOP SYSTEM FITTED	☐ YES	☐ NO	☐ YES	☐ NO
ADDITIONAL ACCESS & EGRESS FITTED	☐ YES	☐ NO	☐ YES	☐ NO
UHF TWO WAY RADIO	☐ YES	☐ NO	☐ YES	☐ NO

CHECKS TO BE DONE PRIOR TO VEHICLE ACCESSING SITE

TICK IF OK REPAIR IF NOT

RADIATOR LEAKS	☐
ENGINE OIL LEAKS	☐
TRANSMISSION OIL LEAKS	☐
HYDRAULIC SYSTEM LEAKS	☐
WHEEL HUB LEAKS	☐
BATTERY MOUNTS	☐
WHEEL NUTS TIGHTENED TO CORRECT TORQUE	☐
INSPECT FRONT AND REAR DRIVE TRAIN FOR DAMAGE	☐
STEERING LINKAGES	☐

FORM

PLANT INSPECTION REPORT



ARTICULATION BEARINGS AND RETAINERS	☐	
CHASSIS CHECK FOR CRACKS	☐	
PNEUMATIC SYSTEM CHECK FOR AIR LEAKS	☐	
AIR TANKS DRAINING SYSTEM	☐	
HEAD LAMPS	☐	
TAIL LAMPS	☐	
BREAK LAMPS	☐	
INDICATOR LAMPS	☐	
REVERSING LAMPS	☐	
WORK LIGHTS (WHERE FITTED)	☐	
INSTRUMENT PANEL (ALL GUAGES WORK)	☐	
HORN OPERATIONS	☐	
TYRE ASSESSMENT		
LEFT FRONT ☐ OK	RIGHT FRONT ☐ OK	
LEFT REAR ☐ OK	RIGHT REAR ☐ OK	
LEFT REAR INNER ☐ OK	RIGHT REAR INNER ☐ OK	
CONDITION OF ATTACHMENTS		
BUCKET ☐ OK	BOWL ☐ OK	BLADE ☐ OK
WINCH ☐ OK	PUMP ☐ OK	HIAB ☐ OK
TRAILER HITCH ☐ OK	OTHER ☐ OK	OTHER ☐ OK
INSPECTED BY:	SIGNATURE:	

Name of competent person

CERTIFICATION BY PLANT SUPPLIER

I certify that the described plant conforms to the manufacturer's specifications and is being serviced and maintained by competent personnel to the manufacturer's recommendations.

SIGNATURE:		DATE:	
PRINT NAME:		POSITION:	

Details of Direct Manager / Supervisor accepting plant onto site:

SIGNATURE:		DATE:	
PRINT NAME:		POSITION:	

FORM

PLANT PRESTART INSPECTION



INSTRUCTIONS FOR USE: Where an operator is not able to provide a pre-start checklist / record that details the mandatory requirements as detailed below, each plant operator is to complete this form and submit it to the Site Supervisor prior to commencing operations with plant each day. These items listed below are mandatory requirements for all plant operating on site.

SITE DETAILS

SITE:		SITE ADDRESS:	
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OPERATOR DETAILS

NAME OF OPERATOR:		SIGNATURE		DATE:	
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PLANT AND EQUIPMENT DETAILS

MAKE:		MODEL NO.	
SERIAL NUMBER:		MACHINE HOURS	
Year Manufactured		Year Obtained	
Registration Number		Registration Expire	

CHECKLIST

☐	ALL CHECKS IN ACCORDANCE WITH OPERATORS MANUAL HAVE BEEN COMPLETED
☐	R.O.P.S. CANOPY
☐	F.O.P.S. CANOPY
☐	ALL SAFETY GUARDS FITTED
☐	SEATBELTS FITTED AND IN GOOD ORDER
☐	REVERSE ALARM OPERATION
☐	FIRE EXTINGUISHER FITTED AND FULLY CHARGED
☐	AMBER FLASHING LIGHTS OPERATING
☐	TWO WAY RADIO (ONLY REQUIRED WHERE SPECIFIED)

FORM

PLANT PRESTART LOG



Note: This document is only to be used in circumstances where the plant does not have a plant specific / manufacturer's Log Book.

PLANT DETAILS

PLANT ID:	
TYPE OF PLANT:	
OPERATOR:	
PLANT OWNED BY:	
PLANT APPROVED FOR USE ON SITE BY:	

Use the below table to record that each Daily Prestart Inspection has been completed.

	OPERATOR'S SIGNATURE	DIRECT MANAGER / SUPERVISOR
WEEK COMMENCING:		
MONDAY:		
TUESDAY:		
WEDNESDAY:		
THURSDAY:		
FRIDAY:		
SATURDAY:		

	OPERATOR'S SIGNATURE	DIRECT MANAGER / SUPERVISOR
WEEK COMMENCING:		
MONDAY:		
TUESDAY:		
WEDNESDAY:		
THURSDAY:		
FRIDAY:		
SATURDAY:		

FORM

PLANT OPERATOR ASSESSMENT



OPERATOR:		DATE:	
MACHINE TYPE:		LOCATION:	

ASSESSOR'S NAME:	
ASSESSOR'S VERIFIED QUALIFICATIONS AND OR EXPERIENCE*:	

* For the purposes of assessing the plant operator's current competence to operate the plant.

ROUTINE CHECKS

		SATISFACTORY
1	Identifies required PPE to operate plant and ensures is wearing properly.	☐ YES ☐ NO ☐ N/A
2	Demonstrate external check of machine to Manufacturer's Specification	☐ YES ☐ NO ☐ N/A
3	Demonstrate inspection of attachments to ensure security	☐ YES ☐ NO ☐ N/A
4	Carry out Pre-operational start-up check	☐ YES ☐ NO ☐ N/A
5	Talk through or demonstrate correct procedure for refuelling of equipment.	☐ YES ☐ NO ☐ N/A
6	Identification of hazards in the work area	☐ YES ☐ NO ☐ N/A

OPERATION

		SATISFACTORY
1	Demonstrate operation of the machine in a smooth continuous manner	☐ YES ☐ NO ☐ N/A
2	Demonstrate shifting of materials with regard to identified hazards / safety of personnel.	☐ YES ☐ NO ☐ N/A
3	Ensure appropriate communication is maintained with all in the work area.	☐ YES ☐ NO ☐ N/A
4	Load / material is placed in a suitable manner	☐ YES ☐ NO ☐ N/A

SHUT DOWN AND SECURITY OF PLANT

		SATISFACTORY
1	Demonstrate parking of equipment, shutdown and secure in appropriate location.	☐ YES ☐ NO ☐ N/A
2	Demonstrate the post operational checks to be completed	☐ YES ☐ NO ☐ N/A
3	Identify any defects and take appropriate actions to report and rectify the same	☐ YES ☐ NO ☐ N/A

ADDITIONAL COMMENTS / FEEDBACK

CERTIFICATION BY SUPERVISOR / ASSESSOR

Having observed the above named individual conduct the tasks stated, I assess the individual as being:

- ☐ COMPETENT
☐ NOT YET COMPETENT (to undertake task / activity / operate the equipment in a safe manner).

NAME:		SIGNATURE:		DATE:	
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Annexure Part P Novation

Not used

Annexure Part Q

Not Used – for future use

Not used