



ATG PROJECT & PROPERTY SOLUTIONS PTY LTD
General Conditions of Subcontract

PROJECT: Carpentry Timber Flooring

SITE LOCATION: Level 3, 322 Moggill Rd, Indooroopilly QLD 4068

PROJECT NO: 1200028

SUBCONTRACT NO: 1200028-011

SUBCONTRACTOR: M7 Walls & Ceilings Pty Ltd

SUBCONTRACTOR ADDRESS: 19 Grenaside Court, QLD 4226

SUBCONTRACTOR ABN: 83 608 881 269

SUBCONTRACTOR QBCC NO: 15016090

SUBCONTRACTOR GUARANTOR: Matt Bolton

SC GUARANTOR ADDRESS: 19 Grenaside Court, QLD 4226

SUBCONTRACT WORKS: Carpentry Timber Flooring

SUBCONTRACT SUM (EXC GST): \$212,756.05

SC AGREEMENT DATE: 11/02/2021

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FORMAL INSTRUMENT OF AGREEMENT

THIS AGREEMENT is made on the 11/02/2021

BETWEEN

ATG Project & Property Solutions Pty Ltd ABN 94 160 517 493 of Level 3, 127 George Street, Brisbane, QLD

(**Main Contractor**)

AND

M7 Walls & Ceilings Pty Ltd ABN 83 608 881 269 of 19 Grenaside Court, QLD 4226 [QBCC Licence No. 15016090] (**Subcontractor**)

AND

Matt Bolton of 19 Grenaside Court, QLD 4226 (**Guarantor**)

BACKGROUND

- A. The *Main Contractor* wishes to engage the *Subcontractor* to construct the *Subcontract Works* in accordance with the requirements of the *Subcontract*.
- B. The *Main Contractor* and the *Subcontractor* agree that the *Subcontractor* must construct the *Subcontract Works* for the *Main Contractor* on the terms of this *Subcontract*.
- C. The *Guarantor* unconditionally and irrevocably guarantees the *Subcontractor's* obligations and performance of the *Works* for the *Main Contractor* under this *Subcontract*.

OPERATIVE PROVISIONS

1 Definitions

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

2 Performance

- 2.1 The *Subcontractor* must construct the *Subcontract Works* in accordance with the *Subcontract*.
- 2.2 The *Main Contractor* must pay the *Subcontractor* the *subcontract sum* at the times and in the manner provided for in the *Subcontract*.
- 2.3 The *subcontract sum* is a lump sum. The lump sum is \$212,756.05 including no *provisional sums*.
The *subcontract sum* is exclusive of GST and is subject to adjustment in accordance with the terms of the *Subcontract*.
- 2.4 Each of the parties must perform the obligations imposed on it by the *Subcontract*.

3 Subcontract Documents

III

3.1 The *Subcontract* comprises the documents identified in the table below.

	Document Description	Where Found
1	Formal Instrument of Agreement	This document
2	Australian Standard AS4901 - 1998 – Subcontract Conditions as amended including Annexure (<i>Subcontract Conditions</i>)	Attached to this document
3	Tender interview minutes	Attached to this document
4	Scope of Subcontract Works	Attached to this document
5	Technical Specifications & Schedules	[Attached to this document
6	Design Drawings	Attached to this document
7	Construction Programme	Attached to this document
8	Other Documents	Attached to this document

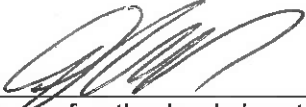
4 Schedule of Rates

4.1 The *schedule of rates* are included in the *Subcontract* for the purpose of pricing *variations* in accordance with clause 36.

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EXECUTED as an Agreement

**Executed by ATG PROJECT & PROPERTY
SOLUTIONS PTY LTD** (ABN 94 160 517 493)
in accordance with Section 127(1) of the
Corporations Act 2001 in the presence of:



Signature of authorised signatory

Gary Hughes

Name of authorised signatory (print)



Signature of witness

Tom Kaiser

Name of witness (print)

**Signed for and on behalf of M7 Walls &
Ceilings Pty Ltd** (ABN: 83 608 881 269 by its
authorised representative



Signature of director

Matt Bolton

Name of director (print)



Signature of witness

Lorna Merrick

Name of witness (print)

Signed and sealed by Matt Bolton in the
presence of:

Name of Guarantor

Witness signature

Name of witness
BLOCK LETTERS

Amended from
AS 4901—1998
(Incorporating Amendment Nos. 1 & 2)

Australian Standard™

Subcontract conditions

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For details of changes to the standard AS4901 see the marked up document attached in Annexure Part B.
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This Australian Standard was prepared by Committee OB-003, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 17 July 1998. This Standard was published on 5 September 1998.

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Australasian Railways Association
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Australian Procurement and Construction Council
AUSTROADS
Construction Industry Engineering Services Group
Construction Policy Steering Committee
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Australian Standard™

Subcontract conditions

Originated as AS 2545—1982.
Previous edition AS 2545—1993.
Revised and redesignated AS 4901—1998.
Reissued incorporating Amendment No. 1 (October 2000)
and Amendment No. 2 (March 2005).

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Published by Standards Australia, GPO Box 5420, Sydney, NSW 2001, Australia

ISBN 0 7337 2150 8
Legal/66932487_1

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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB/3, General Conditions of Contract.

This Standard incorporates Amendment No. 1 (October 2000) and Amendment No. 2 (March 2005). 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 document is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

This Standard is intended to be used as Subcontract Conditions where AS 4000—1997, General Conditions of Contract is the main contract.

Subclauses 8.6, 29.2 and 34.7A (prefixed by *) and *Item* 27(b) (prefixed by ‡) are optional, and may be omitted in the Subcontract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of the document by striking out these subclauses or that *Item* or indicating clearly in clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating deletions of Annexure Part B.

WARNING

Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than work under the Subcontract ('WUS')) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 16 (Insurance of the Subcontract Works) and 17 (Public liability insurance).

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

Subcontractors should ensure that they satisfy the requirements of payment for unfixed plant and materials.

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.

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STANDARDS AUSTRALIA

Australian Standard Subcontract conditions

1 Interpretation and construction of Subcontract

In the *Subcontract*, except where the context otherwise requires:

Associate means an employee, agent, contractor, subcontractor (including any *secondary subcontractor*), licensee, consultant, invitee, client or customer of the *Principal*, the *Main Contractor* or the *Subcontractor* but does not include the *Principal*, the *Main Contractor* or the *Subcontractor*;

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality and any private electricity, telecommunications, gas or other utility company having statutory rights in relation to the *Subcontract Works* or the *WUS*;

Business Day (a) if the *Subcontract Works* are being undertaken in Queensland, *Business Day* has the same meaning as in the *Building and Construction Industry Payments Act 2004* (Qld);

(b) if the *Subcontract Works* are not being undertaken in Queensland or Victoria, any day other than:

(i) a Saturday, Sunday or public holiday; or

(ii) 27, 28, 29, 30 or 31 December; or

(b) if the works are being undertaken in Victoria, any day other than a Saturday, Sunday or public holiday;

certificate of practical completion has the meaning in subclause 34.6;

claim includes any claim by the *Subcontractor* for an increase in the *subcontract sum*, for payment of money (including damages) or for an extension of time:

- (a) under, arising out of, or in any way in connection with the *Subcontract*, including a breach of the *Subcontract* by the *Main Contractor* or any direction of the *Superintendent*;
- (b) arising out of, or in any way in connection with the *WUS*, the *Subcontract Works* or either party's conduct before or during the *Subcontract*; or
- (c) otherwise at law or in equity, including by statute, in tort (including negligence) or for restitution;

compensable cause means a breach of the *Subcontract* by the *Main Contractor*;

construction plant	means appliances and things used in the carrying out of <i>WUS</i> but not forming part of the <i>Subcontract Works</i> ;
construction program	has the meaning in clause 32;
date for practical completion	means: (a) where <i>Item 11(a)</i> provides a date for <i>practical completion</i>, the date; (b) where <i>Item 11(b)</i> provides a period of time for <i>practical completion</i>, the last day of the period, but if any <i>EOT</i> for <i>practical completion</i> is directed by the <i>Superintendent</i> or allowed in any expert determination or litigation, it means the date resulting therefrom;
date of acceptance of tender	means the date when the <i>Formal Instrument of Agreement</i> has been signed by both the <i>Main Contractor</i> and the <i>Subcontractor</i> ;
date of practical completion	means: (a) the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or (b) where another date is determined in any expert determination or litigation as the date upon which <i>practical completion</i> was reached, that other date;
date of the Subcontract	means the date when the <i>Formal Instrument of Agreement</i> has been signed by both the <i>Main Contractor</i> and the <i>Subcontractor</i> ;
deed of guarantee, undertaking and substitution	has the meaning in subclause 5.6;
defect	means any defect, shrinkage, fault, non-conformance or omission in the <i>WUS</i> including any aspect of the <i>Subcontract Works</i> which is not in accordance with the <i>Subcontract</i> ;
defects liability period	has the meaning in clause 35;
direction	includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
dispute	has the meaning in clause 42;
Environmental Law	means all <i>legislative requirements</i> and requirements of <i>Authorities</i> concerning environmental matters;
EOT (from 'extension of time')	has the meaning in subclause 34.3;
excepted risk	has the meaning in subclause 14.3;
final certificate	has the meaning in subclause 37.4;
final payment claim	means the final payment claim referred to in subclause 37.4;
Formal Instrument of Agreement	means the agreement to which these general conditions of <i>Subcontract</i> are attached;
Guarantor	means the <i>Guarantor</i> stated in <i>Item 4A</i> ;

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- intellectual property right** means any moral right, patent, registered design, trademark or name, copyright or other protected right;
- Item** means an item in Annexure Part A;
- latent condition** has the meaning in subclause 25.1;
- legislative requirement** includes:
- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where *WUS* or the particular part thereof is being carried out;
 - (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of *WUS*; 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 dispute** means a claim or dispute the subject of clauses 41 and 42 of the *main contract*;
- main contract works** means the whole of the *work* to be carried out and completed in accordance with the *main contract*, including *variations* provided for by the *main contract*, which by the *main contract* is to be handed over to the *Principal*;
- Main Contractor** means the Main Contractor stated in *Item* 1;
- OH&S Legislation** means:
- (a) if the *WUS* is being carried out in Victoria, the *Occupational Health and Safety Act 2004 (Vic)* and the *Occupational Health and Safety Regulation 2007 (Vic)*;
 - (b) if the *WUS* is being carried out in New South Wales, the *Occupational Health and Safety Act 2000 (NSW)* and the *Occupational Health and Safety Regulation 2001 (NSW)*;
 - (c) if the *WUS* is being carried out in Queensland, the *Workplace Health and Safety Act 1995 (Qld)* and the *Workplace Health and Safety Regulation 2008 (Qld)*;
 - (d) if the *WUS* is being carried out in the Australian Capital Territory, the *Occupational Health and Safety Act 1989 (ACT)* and the *Work Safety Act 2008 (ACT)*; or
 - (e) if the *WUS* is being carried out in Western Australia, the *Occupational Safety and Health Act 1984 (WA)* and the *Occupational Safety and Health Regulation 1996 (WA)*;
- practical completion** is that stage in the carrying out and completion of *WUS* when:
- (a) the *Subcontract Works* are complete except for minor defects:
 - (i) which do not prevent the *Subcontract Works* from being reasonably capable of being used for their intended purpose;

- (ii) which the *Superintendent* determines the *Subcontractor* has reasonable grounds for not promptly rectifying; and
- (iii) the rectification of which will not prejudice the convenient use of *the Subcontract Works*;
- (b) those tests which are required by the *Subcontract* to be carried out and passed before *the Subcontract Works* reach *practical completion* have been carried out and passed; and
- (c) all warranties, certificates, consents, permits and approvals documents and other information required under the *Subcontract* which, in the *Superintendent's* opinion, are essential for the use, operation and maintenance of *the Subcontract Works*, including any relevant Form 16, have been supplied including all certificates, consents, permits and approvals required to occupy and use the *Subcontract Works*;
- (d) all debris, rubbish, building materials, *construction plant* and equipment has been removed from the *site* and the *site* and the *Subcontract Works* have been professionally cleaned;
- (e) the *Subcontractor* has demonstrated to the satisfaction of the *Superintendent* that all services and installations including services and installation which existed prior to the commencement of the *Subcontract Works* and which interface with or interact with the *Subcontract Works*, perform satisfactorily;
- (f) all requirements of any *Authority* in relation to the *WUS* and the *Subcontract Works* have been completed to the satisfaction of the applicable *Authority*;
- (g) the *Subcontractor* has satisfied its obligations to make good any damage or repairs, and pay compensation, in accordance with clause 15; and
- (h) the *Subcontractor* has done everything which the *Subcontract* requires it to do as a condition precedent to *practical completion*;

prescribed notice has the meaning in subclause 41.1;

Principal means the Principal to the *main contract* stated in *Item 9*;

Project Bank Account has the same meaning as given to that same term in the Building Industry Fairness (Security of Payment) Act 2017 (Qld).

Project Bank Account Contract means a *Main Contract* to which this *Subcontract* is a subcontract to, insofar as it may be:

- (a) a "PBA Contract" for the purposes of the Building Industry Fairness (Security of Payment) Act 2017 (Qld); or
- (b) a contract for building works (or other eligible works) that enlivens the operation of the Building Industry Fairness

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(Security of Payment) Act 2017 (Qld) as it relates to the operation of Project Bank Accounts.

- progress certificate** has the meaning in subclause 37.2;
- Proportionate Liability Legislation** means:
- (a) if the *WUS* is being undertaken in Victoria, Part IVAA of the *Wrongs Act 1958* (Vic);
 - (b) if the *WUS* is being undertaken in New South Wales, Part 4 of the *Civil Liability Act 2002* (NSW);
 - (c) if the *WUS* is being undertaken in the Australian Capital Territory, Chapter 7A of the *Civil Law (Wrongs) Act 2002* (ACT);
 - (d) if the *WUS* is being undertaken in Western Australia, Part 1F of the *Civil Liability Act 2002* (WA); or
 - (e) if the *WUS* is being undertaken in Queensland, Part 2 of the *Civil Liability Act 2003* (Qld);
- provisional sum** has the meaning in clause 3 and includes monetary sum, contingency sum and prime cost item;
- public liability policy** has the meaning in clause 17;
- qualifying cause of delay** means:
- (a) any act, default or omission of the *Superintendent* or the *Main Contractor* other than an act or omission authorised or permitted by the *Subcontract* or which arises as part of the proper exercise of the rights of the *Main Contractor* or the *Superintendent* under the *Subcontract*;
 - (b) any act, default or omission of the *Main Contractor*, *Superintendent* or the *Principal* other than an act or omission authorised or permitted by the *Subcontract* or which arises as part of the proper exercise of rights under the *Subcontract*;
 - (c) a *variation*; or
 - (d) a State or Federal wide industrial dispute not being limited to the *site*, the *WUS* or other sites in the possession of 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*;
- security** means:
- (a) retention moneys;

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- (b) an unconditional undertaking given by an Australian financial institution or insurance company in a form approved by the *Main Contractor*; or
 - (c) another form approved by the party having the benefit of the security;
- selected secondary subcontract work** has the meaning in subclause 9.3;
- selected secondary subcontractor** has the meaning in subclause 9.3;
- separable portion** means a portion of the *Subcontract Works* identified as such in the *Subcontract* or by the *Superintendent* pursuant to clause 4;
- separate contractors** has the meaning given to it in subclause 24.3;
- 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 information** means any obtainable information or any information issued to the *Subcontractor* by or on behalf of the *Main Contractor* prior to the date of the *Subcontract* including any information relevant to subsurface conditions at the *site*;
- SOP Legislation** means, if the site is in:
 - (a) Queensland, the *Building and Construction Industry Payments Act 2004* (Qld) or the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), as the case may be;
 - (b) Victoria, the *Building and Construction Industry Security of Payment Act 2002* (Vic);
 - (c) New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW);
 - (d) Western Australia, the *Construction Contracts Act 2004* (WA); or
 - (e) Australian Capital Territory, the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- Subcontract** has the meaning in clause 6;
- Subcontractor** means the person bound to carry out and complete *WUS*;
- subcontract sum** means the amount set out in the *Formal Instrument of Agreement* including *provisional sums*;
- Superintendent** means the person stated in *Item 5* as the *Superintendent* or other person from time to time appointed in writing by the *Main Contractor* 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*;
- Subcontract Superintendent's Representative** means an individual appointed in writing by the *Superintendent* under clause 21 and whose contact details are set out in *Item 7*;

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- Subcontractor's Warranty** means the warranty to be submitted by the *Subcontractor* pursuant to subclause 9.6(c) in the form set out in Annexure Part E
- Main Contract Superintendent** means the superintendent or other person from time to time appointed in writing by the *Principal* to be superintendent under the *main contract* and notified as such in writing to the *Subcontractor* by the *Main Contractor* and, so far as concerns the functions exercisable under the *main contract* by a Superintendent's Representative, includes a Superintendent's Representative;
- Supplier's Warranty** means the warranty to be submitted by supplier's pursuant to subclause 9.6(d) in the form set out in Annexure Part F;
- temporary works** means *work* used in carrying out and completing *WUS*, but not forming part of the *Subcontract Works*;
- test** has the meaning in subclause 30.1 and includes examine and measure;
- the Subcontract Works** means the whole of the *work* to be carried out and completed 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*;
- variation** has the meaning in clause 36;
- work** includes the provision of materials;
- WUS (from 'work under the Subcontract')** means the *work* which the *Subcontractor* is or may be required to carry out and complete under the *Subcontract* and includes *variations*, remedial *work*, *construction plant* and *temporary works*, and like words have a corresponding meaning;
- In the *Subcontract*:
- (a) references to days are references to calendar days, references to *Business Days* are references to *Business Days* as defined and references to a person include an individual, firm or a body, corporate or unincorporate;
 - (b) the time for doing any act or thing under the *Subcontract* shall, if it ends on a day which is not a *Business Day*, be deemed to end on the next *Business Day* following;
 - (c) clause headings and subclause headings in these *Subcontract* Conditions shall not form part of these Conditions and shall not be used in the interpretation of the *Subcontract*;
 - (d) 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;
 - (e) communications between the *Main Contractor*, the *Superintendent* and the *Subcontractor* shall be in the English language;

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- (f) measurements of physical quantities shall be in legal units of measurement of the jurisdiction in *Item 12*;
- (g) unless otherwise provided, prices are in the currency in *Item 13(a)* and payments shall be made in that currency at the place in *Item 13(b)*;
- (h) no rule of construction applies to the disadvantage of a party on the basis that the party put forward the *Subcontract* or any part of it;
- (i) references to any legislation or to any section or provision of any legislation include any statutory modification or re-enactment of or any statutory provisions substituted for that legislation, section or provision and ordinances, by laws, regulations and other statutory instruments issued under that legislation, section or provision;
- (j) the law governing the *Subcontract*, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in *Item 12*; and
- (k) if pursuant to Annexure Part B to these Subcontract Conditions, clauses or their parts in these Conditions are deleted, the *Subcontract* shall be read and construed as though the clause, or its part has been deleted, whether or not that particular clause or its part has been struck from these Conditions.

2 Nature of Subcontract

2.1 Performance and payment

The *Subcontractor* shall carry out and complete *WUS* in accordance with the *Subcontract* and all directions of the *Superintendent*.

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

2.2 Prior Work

The *Subcontractor* agrees that any work in connection with the design or the construction of the *Subcontract Works* carried out by the *Subcontractor* prior to the date of the *Formal Instrument of Agreement*, including any early works, is governed by the provisions of the *Subcontract* and constitutes *WUS*.

2.3 Bill of quantities

The Alternative in *Item 14(a)* applies.

Alternative 1

A *bill of quantities* forms part of the *Subcontract* and shall be priced in accordance with subclause 2.3.

Alternative 2

A *bill of quantities* does not form part of the *Subcontract* and shall not be priced in accordance with subclause 2.3 unless so stated in *Item 14(b)*.

2.4 Priced bill of quantities

Where a *bill of quantities* is to be priced:

- 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 carrying out 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 *Superintendent* before the expiration of the time for lodgement stated in *Item 14(c)* or such further time as may be directed by the *Superintendent* 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.

If the aggregate amount in a priced *bill of quantities* does not equal the sum accepted for the work, the subject of the *bill of quantities*, the *Superintendent* shall (unless the parties agree within 7 days of notification) determine an appropriate correction of errors and inconsistencies in rates and prices therein, so that the aggregate amount equals such sum.

2.5 Quantities

Quantities in a *bill of quantities* or *schedule of rates* are estimated quantities only.

The *Superintendent* is not required to give a *direction* by reason of the actual quantity of an item required to perform the *Subcontract* being greater or less than the quantity shown in a *bill of quantities* which forms part of the *Subcontract* or *schedule of rates*.

2.5A Adjustment for actual quantities

Where, otherwise than by reason of a *direction* to vary *WUS*, the actual quantity of an item required to perform the *Subcontract* is greater or less than the quantity shown in a *bill of quantities* which forms part of the *Subcontract* or *schedule of rates*:

- a) the *Main Contractor* accepted a lump sum for the item, the difference shall be a deemed variation;
- b) the *Main Contractor* accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *schedule of*

rates are stated in *Item 15*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.

If such a *bill of quantities* or *schedule of rates* omits an item which should have been included, the item shall be a deemed *variation*.

Notwithstanding the preceding provisions of this subclause in respect of a *bill of quantities*, a *variation* shall not be deemed for actual quantities of an item pursuant to paragraph (a), or for an omitted item or any adjustment made for actual quantities of an item pursuant to paragraph (b), if the difference, the value of the omitted item or the adjustment respectively is less than \$400.

2.6 Representations and warranties by the Subcontractor

The *Subcontractor* represents, warrants and agrees that:

- a) it has the skill, competence, resources, commitment and experienced personnel available to undertake *WUS*;
- b) it has, and in this regard shall be deemed to have:
 - (i) examined all information relevant to the risks, contingencies and other circumstances which might have an adverse or beneficial effect on the *WUS*, the *Subcontractor's* obligations and, in particular, the existing condition of the *site*; and
 - (ii) fully and properly informed itself of:
 - (A) the nature of the *WUS* and the materials necessary for the performance of the *WUS*, the means of access to and from the facilities and services and the *site* and all relevant physical features of the *WUS*;
 - (B) the location of all services on, or in the vicinity of, the *site*;
 - (C) the means of access to and from the *site* and the land adjoining the *site*;
 - (D) the *legislative requirements* relating to the *WUS* and any approvals, licences and permits which the *Subcontractor* to obtain from relevant authorities in order to validly undertake and complete the *WUS*; and
 - (E) all security issues relating to the *site*;
- c) subject to subclause 9.3 and without limiting its other obligations under clause 9, it will engage and retain *secondary subcontractors* who are suitably qualified and experienced;
- d) it will construct and complete the *WUS* in accordance with the *Subcontract* documents so that the *Subcontract Works*, when completed, will comply with all the requirements of the *Subcontract*;
- e) in entering into the *Subcontract*, the *Subcontractor* has not relied on any representations, information or advice given by or on behalf of the *Main Contractor*, or the accuracy, completeness, suitability of any information or data supplied or made available by the *Main Contractor* to the *Subcontractor*, including reports and any other information, except to the extent that such representations, information, advice or data are expressly stated to form part of the *Subcontract*;
- f) it shall execute the *WUS* in a proper and workmanlike manner; and
- g) it shall transfer unencumbered title to all materials and equipment used in the *Subcontract Works* to the *Main Contractor* as those materials and equipment are incorporated into the *Subcontract Works*.

3 Provisional Sums

A *provisional sum* included in the *Subcontract* shall not itself be payable by the *Main Contractor* but where pursuant to a direction the *work* or item to which the *provisional sum* relates is carried out or supplied by the *Subcontractor*, the *work* or item shall be priced by the *Superintendent*, and the difference shall be added to or deducted from the *subcontract sum*.

Where any part of such *work* or item is carried out or supplied by a *secondary subcontractor*, the *Superintendent* shall allow the amount payable by the *Subcontractor* to the *secondary subcontractor* for the *work* or item, disregarding:

- a) any damages payable by the *Subcontractor* to the *secondary subcontractor* or vice versa; and
- b) any deduction of cash discount for prompt payment,

plus an amount for profit and attendance calculated by using the percentage thereon stated in *Item 16* or elsewhere in the *Subcontract*, or, if not so stated, as assessed by the *Superintendent*.

4 Separable portions

Separable portions may be directed by the *Superintendent*, who shall clearly identify for each, the:

- a) portion of the *Subcontract Works*;
- b) date for *practical completion*; and
- c) respective amounts for *security*, liquidated damages and delay damages (all calculated pro rata according to the ratio of the *Superintendent's* valuation of the *separable portion* to the *subcontract sum*).

5 Security

5.1 Provision

Security shall be provided by the *Subcontractor* in accordance with *Item 17*. All delivered *security*, other than retention moneys, shall be transferred in escrow.

5.2 Recourse

The *Main Contractor* may have recourse to any *security* that does not consist of money:

- a) where the *Main Contractor* is entitled to exercise a right under the *Subcontract* in respect of the *security*;
- b) where the *Subcontractor* has failed to comply with a material obligation under the *Subcontract*;
- c) where there is a debt payable or claimed to be payable by the *Subcontractor* to the *Main Contractor*; or
- d) to meet any *claims* that the *Main Contractor* may have against the *Subcontractor* arising out of or in connection with the termination of the *Subcontract*.

5.3 Condition precedent to payment

Provision of *security* in accordance with the requirements of this clause 5 is a condition precedent to payment.

5.4 Reduction and release

Upon the issue of the *certificate of practical completion*, the *Main Contractor's* entitlement to *security* shall be reduced by the percentage or amount in *Item 17(f)* and the reduction shall be released and returned to the other party in the next payment made in accordance with clause 37.

The *Main Contractor's* entitlement otherwise to *security* shall cease 14 days after issue of the *final certificate*.

Upon the *Main Contractor's* entitlement to *security* ceasing, the *Main Contractor* shall release and return forthwith any remaining *security* to the *Subcontractor*.

5.5 Interest

Interest earned on *security* shall belong to the party holding that *security*.

5.6 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* and as a condition precedent to further payment, provide such *deed of guarantee, undertaking and substitution* duly executed and enforceable.

6 Evidence of Subcontract

The *Main Contractor* and the *Subcontractor* acknowledge and agree that the documents which constitute the *Subcontract* between them are identified in the *Formal Instrument of Agreement*.

7 Service of notices

- a) A notice (and other documents) shall be deemed to have been given and received if addressed or delivered to the relevant address in the *Subcontract* or last communicated in writing to the person giving the notice, on the earliest date of:
 - (i) actual receipt;
 - (ii) confirmation of correct transmission of facsimile; or
 - (iii) 2 *Business Days* after posting.
- b) Notices under this *Subcontract* may be sent by email to the addresses *Item 18* and shall be deemed to have been received once sent unless the sender receives notice that the email transmission has been unsuccessful or could not be delivered or an out of office notice indicates that the recipient is unavailable. Any email sent on a day which is not a *Business Day* will be deemed not to have been received until the next *Business Day*.

8 Subcontract documents

8.1 Discrepancies

Figured shall prevail over scaled dimensions in a discrepancy.

The documents comprising the *Contract* are mutually explanatory.

Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out *WUC*, that party shall promptly give the *Superintendent* written notice of it. The *Subcontractor's Superintendent*, thereupon, and upon otherwise becoming aware, shall direct the *Subcontractor* as to the interpretation and construction to be followed. The *Superintendent* may have regard to generally accepted industry practice in giving a direction under this clause.

Unless the *Main Contractor* directs otherwise, the following rules will apply to the interpretation of any discrepancy which may arise in or between the documents comprising the *Contract* in relation to a requirement in respect of quality, quantity or cost of *WUC*:

- a) the most onerous obligation applies;
- b) the highest quality or standard for product, workmanship or finish applies;
- c) the greatest quantity applies; or
- d) the highest cost applies.

~~The *Subcontractor* shall bear the cost of compliance with a direction under this subclause to the extent that any inconsistency, ambiguity or discrepancy necessitates the direction.~~ LJM

The *Subcontractor* is not entitled to, and shall not claim, any *EOT* nor any additional payment, damages or compensation under the *Contract* or otherwise at law, arising out of any discrepancy within or between the documents comprising the *Contract*.

8.2 Main Contractor-supplied documents

The *Main Contractor* shall supply to the *Subcontractor* the documents and number of copies thereof, both stated in *Item 19*.

They shall:

- a) be submitted electronically either by email or by way of Procore;
- b) remain the *Main Contractor's* property and be returned to the *Main Contractor* on written demand; and
- c) not be used, copied nor reproduced for any purpose other than *WUS*.

8.3 Subcontractor-supplied documents

The *Subcontractor* shall supply, electronically either by email or by way of Procore, to the *Superintendent* the documents and number of copies thereof, both stated elsewhere in the *Subcontract*.

If the *Subcontractor* submits documents to the *Superintendent*, then except where the *Subcontract* otherwise provides:

- a) the *Superintendent* shall not be required to check such documents for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the *Subcontract*;
- b) any *Superintendent's* acknowledgment, comment or approval shall not relieve the *Subcontractor* of any of its obligations under the *Subcontract*; and
- c) if the *Subcontract* requires the *Subcontractor* to obtain the *Superintendent's* direction about such documents, the *Superintendent* shall give, within the time stated in *Item 20*, the appropriate direction, including reasons if the documents are not suitable.

Copies of documents supplied by the *Subcontractor* shall be the *Main Contractor's* property but shall not be used or copied otherwise than for the use, repair, maintenance or alteration of the *Subcontract Works*.

8.4 Availability

The *Subcontractor* shall keep available to the *Superintendent* and the *Main Contractor*:

- a) on site, one complete set of documents affecting *WUS* and supplied by a party or the *Superintendent*; and
- b) at the place of manufacture or assembly of any significant part of *WUS* off site, a set of the documents affecting that part.

8.5 Confidential information

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else other than the *Principal*, the *Main Contract Superintendent* and their identified consultants any confidential matter even after *final certificate* or earlier termination of the *Subcontract*. If so required by the *Subcontractor*, the *Main Contractor* shall ensure that the *Superintendent*, the *Principal* and the *Main Contract Superintendent* also enter into such an agreement.

* 8.6 Media

The *Subcontractor* shall not disclose any information concerning the project for distribution through any communications media without the *Main Contractor's* prior written approval (which shall not be unreasonably withheld). The *Subcontractor* shall refer to the *Main Contractor* any enquiries from any media concerning the project.

8.7 Signage

The *Subcontractor* must not erect any signage which publicises its association with the *Subcontract Works* without the express approval of the *Superintendent* which may be withheld in its absolute discretion.

8.8 As-built drawings and operating manuals for the Subcontract Works

As a condition precedent to *practical completion* the *Subcontractor* shall supply to the *Main Contractor* complete copies of the as-built drawings and manuals for the *Subcontract Works*, as follows:

1 digital copy will be sent

- a) ~~3 hard copies of manuals labelled and indexed including a soft copy on a USB storage device for all documentation;~~
- b) ~~3 full size hard copies of all as-built drawings, and~~
- c) ~~digital copies of all as-built drawings on a USB storage device in latest version of auto CAD, DWG and PDF formats.~~

LJM

* See Preface

9 Assignment and secondary subcontracting

9.1 Assignment

Neither party shall, without the other's prior written approval (including terms) assign the *Subcontract* or any payment or any other right, benefit or interest thereunder.

9.2 Secondary subcontracting generally

The *Subcontractor* shall not without the *Superintendent's* prior written approval (which shall not be unreasonably withheld):

- a) subcontract or allow a *secondary subcontractor* to subcontract any work described in *Item 21*; or
- b) allow a *secondary subcontractor* to assign a *secondary subcontract* or any payment or any other right, benefit or interest thereunder.

With a request for approval, the *Subcontractor* shall give the *Superintendent* written particulars of the work to be subcontracted and the name and address of the proposed *secondary subcontractor*. The *Subcontractor* shall give the *Superintendent* other information which the *Superintendent* reasonably requests, including the proposed *secondary subcontract* documents without prices.

Within 21 days of the *Subcontractor's* request for approval, the *Superintendent* shall give the *Subcontractor* written notice of approval or of 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 nor subcontract without the *Subcontractor's* written consent;
- b) provisions which may be reasonably necessary to enable the *Subcontractor* to fulfil the *Subcontractor's* obligations to the *Main Contractor*; and
- c) provision that if the *Subcontract* is terminated and upon the *secondary subcontractor* being paid the sum certified by the *Superintendent* as owing to the *secondary subcontractor*, the *Subcontractor* and the *secondary subcontractor* shall, after the *Main Contractor* has done so, promptly execute a deed of novation in the form of Annexure Part C. For the purpose of effecting such novation only, the *Subcontractor* hereby irrevocably appoints the *Superintendent* under the *main contract* to be the *Subcontractor's* attorney with authority to execute such documents as are necessary to give effect to the novation and to bind the *Subcontractor* accordingly.

9.3 Selected secondary subcontract work

If the *Main Contractor* has included in the invitation to tender a list of one or more *selected secondary subcontractors* for particular work, the *Subcontractor* shall subcontract that work to a *selected secondary subcontractor* and thereupon give the *Superintendent* written notice of that *selected secondary subcontractor's* name.

If no subcontractor on the *Main Contractor's* list will subcontract to carry out the *selected secondary subcontract work*, the *Subcontractor* shall provide a list for the written approval of the *Superintendent*.

9.4 Novation

Not Applicable.

9.5 Subcontractor's responsibility

Except where the *Subcontract* otherwise provides, the *Subcontractor* shall be liable to the *Main Contractor* for the acts, defaults and omissions of *secondary subcontractors* (including *selected secondary subcontractors*) and employees and agents of *secondary subcontractors* as if they were those of the *Subcontractor*.

Approval to subcontract shall not relieve the *Subcontractor* from any liability or obligation under the *Subcontract*.

9.6 Warranties

The *Subcontractor* shall:

- a) ensure that the *Main Contractor*, the *Principal* and the *Subcontractor* have the joint and several benefit of any manufacturers' and suppliers' warranties for equipment, machinery and manufactured items incorporated into the *Subcontract Works* and all other manufacturers' and suppliers' warranties required by the *Subcontract*;
- b) as a condition precedent to *practical completion*, procure and provide the *Main Contractor* with warranties for equipment, machinery and manufactured items incorporated into the *Subcontract Works* and all other manufacturers' and suppliers' warranties required by the *Subcontract*:
 - (i) from the relevant manufacturer, supplier or subcontractor supplying the work or item the subject of the warranty; and
 - (ii) in a form which is approved by the *Main Contractor*;
- c) on or before the date of the *Subcontract* and as a condition precedent to payment, provide the *Main Contractor* with three original executed *Subcontractor's Warranty* documents in the form contained in Annexure Part E; and
- d) as a condition precedent to *practical completion*, provide the *Main Contractor* with three original executed *Supplier's Warranty* documents in the form contained in Annexure Part F for each of the items indicated in *Item 22A* from the supplier of the relevant item.

10 Intellectual property rights

The *Subcontractor* warrants that any other design, materials, documents and methods of working, each provided by the *Subcontractor*, shall not infringe any *intellectual property right*.

The *Subcontractor* indemnifies the *Main Contractor* against any design, materials, documents and methods of working provided by the *Subcontractor* infringing any *intellectual property right*.

11 Legislative requirements

11.1 Compliance

The *Subcontractor* shall satisfy all *legislative requirements* except those in *Item 23(a)* and (b) or directed by the *Superintendent* to be satisfied by or on behalf of the *Main Contractor*.

The *Subcontractor*, upon finding that a *legislative requirement* is at variance with the *Subcontract*, shall promptly give the *Superintendent* written notice thereof.

11.2 Changes

If a *legislative requirement*:

- a) necessitates a change:

- (i) to the *Subcontract Works*;
- (ii) to so much of *WUS* as is identified in *Item 23(c)*;
- (iii) being the provision of services by a municipal, public or other statutory authority in connection with *WUS*; or
- (iv) in a fee or charge or payment of a new fee or charge;
- b) comes into effect after the date of the *Subcontract* and could not reasonably then have been anticipated by a competent subcontractor; and
- c) causes the *Subcontractor* to incur more or less cost than otherwise would have been incurred,

the reasonable cost of the difference shall be assessed by the *Superintendent* and added to or deducted from the *subcontract sum*.

12 Protection of people and property

Insofar as compliance with the *Subcontract* permits, the *Subcontractor* shall:

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

If the *Subcontractor* damages property, the *Subcontractor* shall promptly rectify the damage and pay any compensation which the law requires the *Subcontractor* to pay.

If the *Subcontractor* fails to comply with an obligation under this clause, the *Main Contractor*, after the *Superintendent* has given reasonable written notice to the *Subcontractor* and in addition to the *Main Contractor's* other rights and remedies, may have the obligation performed by others. The cost thereby incurred shall be certified by the *Superintendent* as moneys due from the *Subcontractor* to the *Main Contractor*.

13 Urgent protection

If urgent action is necessary to protect *WUS*, other property or people and the *Subcontractor* fails to take the action, in addition to any other remedies of the *Main Contractor*, the *Superintendent* may take the necessary action. If the action was action which the *Subcontractor* should have taken at the *Subcontractor's* cost, the *Superintendent* shall certify the cost incurred, and the cost incurred shall be, moneys due from the *Subcontractor* to the *Main Contractor*.

If time permits, the *Superintendent* shall give the *Subcontractor* prior written notice of the intention to take action pursuant to this clause.

14 Care of the work and reinstatement of damage

14.1 Care of WUS

Except as provided in subclause 14.3, the *Subcontractor* shall be responsible for care of:

- a) the whole of *WUS* from and including the date of commencement of *WUS* to 4:00 pm on the *date of practical completion*, at which time responsibility for the care of the *Subcontract Works* (except to the extent provided in paragraph (b)) shall pass to the *Main Contractor*; and

- b) outstanding work and items to be removed from the site by the Subcontractor after 4:00 pm on the date of practical completion until completion of outstanding work or compliance with clauses 29, 30 and 35.

Without limiting the generality of paragraph (a), the Subcontractor shall be responsible for the care of unfixed items accounted for in a progress certificate and the care and preservation of things entrusted to the Subcontractor by the Main Contractor or brought onto the site by secondary subcontractors or transported or delivered to the site for carrying out WUS.

14.2 Reinstatement

If loss or damage, other than that caused by an *excepted risk*, occurs to WUS during the period of the Subcontractor's care, the Subcontractor shall, at its cost, rectify such loss or damage.

In the event of loss or damage being caused by any of the *excepted risks* (whether or not in combination with other risks), the Subcontractor shall to the extent directed by the Superintendent, rectify the loss or damage and such rectification shall be a deemed variation. If loss or damage is caused by a combination of *excepted risks* and other risks, the Superintendent in pricing the variation shall assess the proportional responsibility of the parties.

14.3 Excepted risks

The *excepted risks* causing loss or damage, for which the Main Contractor is liable, are:

- a) any negligent act or omission of the Main Contract Superintendent, the Principal, the Superintendent, the Main Contractor or the consultants, agents, employees or other contractors (not being employed by the Subcontractor) of the Principal or the Main Contractor;
- b) war, invasion, terrorism, acts 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;
- c) 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 its secondary subcontractors or either's employees or agents; and
- d) use or occupation of any part of WUS by the Principal, the Main Contractor or the consultants, agents or other contractors (not being employed by the Subcontractor) of either of them.

15 Damage to persons and property other than WUS

15.1 Indemnity by Subcontractor

Insofar as this subclause applies to property, it applies to property other than WUS.

The Subcontractor shall indemnify the Principal, the Main Contractor and their Associates against:

- a) loss of, loss of use of, destruction or damage to the Principal's, the Main Contractor's or other's property including existing property in or upon which WUS is being carried out;
- b) claims in respect of personal injury or death; and
- c) any act, omission or breach of the Subcontract,

arising out of or in connection with or as a consequence of the carrying out of *WUS*, but the indemnity shall be reduced proportionally to the extent that the act or omission of the *Main Contract Superintendent*, the *Principal*, the *Superintendent*, the *Main Contractor* or the consultants, agents or other contractors (not being employed by the *Subcontractor*) of the *Principal* or the *Main Contractor* may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- a) exclude any other right of the *Principal* or the *Main Contractor* to be indemnified by the *Subcontractor*;
- b) things for the care of which the *Subcontractor* is responsible under subclause 14.1; and
- c) damage which is the unavoidable result of the construction of the *Subcontract Works* in accordance with the *Subcontract*.

16 Insurance of the Subcontract Works

As a condition precedent to *site* access and to payment for any *WUS*, the *Subcontractor* shall effect and maintain for the duration of the *Subcontract* a policy of insurance in relation to loss or damage to *WUS*.

16A Excesses and deductibles

The *Subcontractor* must bear any amount which is not recovered by the *Main Contractor* on a claim made by the *Main Contractor* on behalf of the *Subcontractor* in relation to the *Subcontract Works*, including any deductible or excess which is paid or payable by the *Main Contractor* under any insurance policy. The amount of the deductible or excess is subject to change without notice. The *Main Contractor* assumes no liability for increases in excesses. Information about excesses is available from the *Main Contractor* on request.

17 Public liability insurance

As a condition precedent to *site* access and to payment for any *WUS*, the *Subcontractor* shall effect and maintain for the duration of the *Subcontract*, a *public liability policy*.

The policy shall:

- a) be in the joint names of the *Principal*, the *Main Contractor* and the *Subcontractor*;
- b) cover the:
 - (i) respective rights and interests; and
 - (ii) liabilities to third parties;

of the parties, the *Principal*, the *Superintendent* and *secondary subcontractors* from time to time, whenever engaged in *WUS*;

- c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- d) be endorsed to cover the use of any *construction plant* not covered under a comprehensive or third party motor vehicle insurance policy;

- e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in *Item 24* with a deductible not exceeding \$50,000.00 per claim; and
- f) be with an insurer and otherwise in terms both approved in writing by the *Main Contractor* (which approvals shall not be unreasonably withheld).

18 Insurance of employees

As a condition precedent to *site* access and to any payment in respect of the *WUS*, 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 completion of all *WUS*.

Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for the *Main Contractor's* statutory liability to the *Subcontractor's* employees.

The *Subcontractor* shall ensure that all *secondary subcontractors* have similarly insured their employees.

18A Motor vehicle insurance

The *Subcontractor* shall have in place at all times during the *WUS* motor vehicle compulsory third party insurance and motor vehicle third party property damage insurance or similar cover (however described):

- a) covering all motor vehicles owned, leased or hired by the *Subcontractor* and used by anyone in connection with the performance of the *WUS* or the *Subcontractor's* other obligations under the *WUS*;
- b) covering the *Subcontractor's* legal liability for personal injury to, illness or death of, any person arising out of the use by the *Subcontractor* of any registered motor vehicle in connection with the performance of its obligations under the *WUS* in accordance with all relevant *legislative requirements*; and
- c) covering the *Subcontractor's* legal liability for damage to any real or personal property including the property of the *Main Contractor* arising out of the use by the *Subcontractor* of any registered motor vehicle in connection with the performance of its obligations under the *WUS*.

18B Material loss or damage insurance

Before commencing *WUS*, the *Subcontractor* shall effect and maintain for the duration of the *Subcontract*, material loss or damage insurance:

- a) covering and for replacement of all *construction plant*, equipment and supplies including *temporary works* and materials not for incorporation into the *Subcontract Works*:
 - (i) owned by the *Subcontractor* or related body corporate; or
 - (ii) for which the *Subcontractor* or a related body corporate is responsible, used or to be used in connection with the *WUS*,
- b) against physical loss, damage or destruction.

19 Inspection and provisions of insurance policies

19.1 Proof of insurance

Before the *Subcontractor* commences *WUS* and whenever requested in writing by the other party, a party liable to insure shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the *Subcontract*.

Compliance with this subclause 19.1 shall be a condition precedent to *site* access and to payment in respect of any *WUS*.

19.2 Failure to produce proof of insurance

If after being so requested, a party fails promptly to provide satisfactory evidence of compliance with clause 16, 17, 18 or 18A then, without prejudice to other rights or remedies, the other party may insure and the cost thereof shall be certified by the *Superintendent* as moneys due and payable from the party in default to the other party. Where the defaulting party is the *Subcontractor*, the *Main Contractor* may refuse payment until such evidence is produced by the *Subcontractor*.

19.3 Notices from or to insurer

The *Subcontractor* insuring under Alternative 2 of clause 17 shall ensure that the *public liability policy* contains provisions acceptable to the *Main Contractor* which:

- a) requires the insurer to inform both parties, whenever the insurer gives a party or a *secondary subcontractor* a notice in connection with the policy;
- b) provides that a notice of claim given to the insurer by either party, the *Superintendent* or a *secondary subcontractor* shall be accepted by the insurer as a notice of claim given by both parties, the *Superintendent* and the *secondary subcontractor*; and
- c) requires the insurer, whenever the party fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

19.4 Notices of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence affecting or arising out of *WUS* that may give rise to a claim under an insurance policy required by clause 16 or 17 and shall keep the other party informed of subsequent developments concerning the claim. The *Subcontractor* shall ensure that *secondary subcontractors* in respect of their operations similarly inform the parties.

19.5 Settlement of claims

Upon settlement of a claim under the insurance required by clause 16:

- a) to the extent that reinstatement has been the subject of a payment or allowance by the *Main Contractor* to the *Subcontractor*, if the *Subcontractor* has not completed such reinstatement, insurance moneys received shall, if requested by either party, be paid into an agreed bank account in the joint names of the parties. As the *Subcontractor* reinstates the loss or damage, the *Superintendent* shall certify against the joint account for the cost of reinstatement; and
- b) to the extent that reinstatement 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 insurance moneys received, the amount of such moneys so paid in relation to any loss suffered by the *Subcontractor*.

19.6 Cross liability

Any insurance required to be effected in joint names in accordance with the *Subcontract* shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting 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).

20 Superintendent

The *Main Contractor* shall ensure that at all times there is a *Superintendent*. The *Superintendent* will at all times give directions and carry out all functions under the *Subcontract* including its certification, valuation and assessment obligations as the agent of the *Main Contractor* and not as an independent certifier, assessor or valuer.

The *Subcontractor* shall comply with any direction by the *Superintendent* given or purported to be given under a provision of the *Subcontract*.

Except where the *Subcontract* otherwise provides, the *Superintendent* ~~may~~ must give a direction orally but shall as soon as practicable confirm it in writing. If the *Subcontractor* in writing requests the *Superintendent* to confirm an oral direction, the *Subcontractor* shall not be bound to comply with the direction until the *Superintendent* does so.

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If the *Subcontractor* considers that any direction of the *Superintendent* is given in error or involves a *variation*, the *Subcontractor* shall, before complying with the direction and, in any event, within 3 *Business Days* after the direction, give written notification expressly identifying the error or the asserted *variation*. If the *Subcontractor* fails to comply with this notification requirement, the *Subcontractor* shall have no entitlement to make any *claim* in respect of the direction.

If the *Subcontractor* fails to comply with a direction given by the *Superintendent* in the manner or within the time stated in the direction (or if no time is stated, a reasonable time) without limiting the *Main Contractor's* other rights under the *Subcontract* in respect of the non-compliance then, the *Main Contractor* may engage others to execute the work (or any part thereof) the subject of the direction on the *Subcontractor's* behalf.

Without prejudice to the right of the *Main Contractor* to recover damages or exercise any other right or remedy, any cost, loss, expense or damage suffered or incurred by the *Main Contractor* arising out of or in connection with the *Subcontractor's* failure to comply with a direction of the *Superintendent* will be a debt due from the *Subcontractor* to the *Main Contractor*.

21 Superintendent's Representative

The *Superintendent* may from time to time appoint individuals to exercise delegated *Superintendent's* functions, provided that:

- a) no aspect of any function shall at any one time be the subject of delegation to more than one *Superintendent's Representative*;
- b) delegation shall not prevent the *Superintendent* exercising any function;
- c) the *Superintendent* forthwith gives the *Subcontractor* written notice of respectively:
 - (i) the appointment, including the *Superintendent's Representative's* name and delegated functions; and

- (ii) the termination of each appointment; and
- d) if the *Subcontractor* makes a reasonable objection to the appointment of a *Superintendent's Representative*, the *Superintendent* shall terminate the appointment.

The *Subcontractor* shall forthwith notify the *Superintendent* if the *Subcontractor* receives a purported direction from other than the *Superintendent*, the *Main Contractor* or those authorised by either of them.

22 Subcontractor's representative

The *Subcontractor* shall appoint a competent representative to superintend the *WUS*. Matters within a *Subcontractor's* representative's knowledge (including directions received) shall be deemed to be within the *Subcontractor's* knowledge.

The *Subcontractor* shall forthwith give the *Superintendent* written notice of the representative's name and any subsequent changes.

The *Subcontractor* shall ensure that the *Superintendent* has all necessary contact details for its representative at all times and that its representative can be contacted by telephone at all times during the *WUS* including after hours in the event of an emergency.

If the *Superintendent* makes a reasonable objection to the appointment of a representative, the *Subcontractor* shall terminate the appointment and appoint another representative.

23 Subcontractor's employees and secondary subcontractors

The *Superintendent* may direct the *Subcontractor* to have removed, within a stated time, from the *site* or from any activity of *WUS*, any person employed on *WUS* who, in the *Superintendent's* opinion, is incompetent, negligent or guilty of misconduct.

The *Subcontractor* will not be entitled to make any *claim* arising out of or in connection with this clause 23.

24 Site

24.1 Non-exclusive possession

Provided the *Subcontractor* has complied with subclause 19.1, the *Main Contractor* shall before the expiry of the time in *Item 25*, give the *Subcontractor* non-exclusive possession of sufficient of the *site* for commencement of *WUS* on *site*. If the *Main Contractor* has not given the *Subcontractor* non-exclusive possession of such of the *site* to enable the *Subcontractor* to carry out all of *WUS*, the *Main Contractor* shall give the *Subcontractor* non-exclusive possession of such further portions of the *site* as may, from time to time, be necessary for carrying out *WUS*. Delay by the *Main Contractor* in giving non-exclusive possession shall not be a breach of the *Subcontract*.

Non-exclusive possession of the *site* shall confer on the *Subcontractor* a right to only such use and control as is necessary to enable the *Subcontractor* to carry out *WUS* and shall exclude any purpose not connected with *WUS*, unless approved by the *Superintendent*.

A failure by the *Main Contractor* to give access to or possession of the *site* in accordance with this subclause 24.1 will not be a breach of the *Subcontract* but may entitle the *Subcontractor* to claim an extension of time to the *date for practical completion* under clause 34.

24.2 Access for Main Contractor and others

The *Principal*, the *Main Contractor* and the *Main Contractor's* employees, consultants and agents may at any reasonable time have access to any part of the *site* for any purpose. The *Subcontractor* shall permit persons engaged by the *Principal* or by the *Main Contractor* to carry out work on the *site* other than *WUS* and shall co-operate with them.

The *Subcontractor* shall at all reasonable times give the *Superintendent* and the *Main Contract Superintendent* access to *WUS*.

24.3 Separate Contractors

- a) The *Subcontractor* acknowledges and agrees that its access to the *site* will not be exclusive and that other contractors (*separate contractors*) engaged by the *Main Contractor* may perform work on the *site* concurrently with the *WUS*.
- b) The *Subcontractor* shall:
 - (i) co-operate with the *separate contractors* to ensure the co-ordination of the work of the *separate contractors* with the execution of the *WUS* including timeframes, programs and schedules for completion of the *WUS*;
 - (ii) take such actions as are necessary to facilitate the work of the *separate contractors*, including providing *separate contractors* with access to all essential services and amenities and any place where work is being carried out or materials are being prepared or stored; and
 - (iii) take such actions as are necessary to not delay or disrupt any *separate contractor*.
- c) The *Subcontractor* acknowledges and agrees that it has allowed in the *subcontract sum* for all delays, disruptions and costs it may incur arising out of or in connection with the work to be performed by *separate contractors* or otherwise to comply with its obligations pursuant to subclauses 24.2 and 24.3 and that it has no entitlement to make any *claim* in respect of any such delay, disruption or cost.
- d) The *Subcontractor* indemnifies the *Main Contractor* against any claim by a *separate contractor* for costs, monies, loss or damage or otherwise, arising out of or in connection with a breach of by the *Subcontractor* of its obligations under subclauses 24.2 and 24.3.

24.4 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:

- a) take precautions to prevent their loss, removal or damage; and
- b) give the *Superintendent* written notice of the discovery.

The *Subcontractor* is not entitled to make any claim for costs incurred because of or in connection with compliance with its obligations under this Clause 24.4, including where such compliance requires the *Main Contractor* to carry out more work or incur more cost.

24.5 Work on adjoining Properties

Where the nature of the *WUS* requires that the *Subcontractor* access or execute work over, on, to under or in the vicinity of an adjoining site or property, the *Subcontractor* shall not be entitled to make any *claim* in respect of same and shall:

- a) obtain the written consent of the neighbours and comply with any conditions of such consent; and
- b) procure all consents from any *Authority* that may be necessary to execute any *WUS* over, on, to, under or near an adjoining site or property.

25 Latent conditions

25.1 Scope

The *Subcontractor* acknowledges and agrees that:

- a) the *subcontract sum* and the *construction program* allow for; and
- b) it has assumed the risk of,
all *site* conditions that may be encountered in performing the *WUS* with the exception of *latent conditions*.

Latent conditions are physical conditions below the surface of the *site* including artificial things (but excluding the effects of weather conditions) which differ materially from the physical conditions which should reasonably have been anticipated by a competent *Subcontractor* at the date of the *Subcontract* if the *Subcontractor* had inspected:

- a) the *Site information*;
- b) all information reasonably obtainable by the making of reasonable enquiries in relation to physical conditions below the surface of the *site*; and
- c) the *site* and its near surrounds and had performed its own tests to determine the extent of and to assess the risks associated with physical conditions below the surface of the *site*.

25.2 Notification

- a) The *Subcontractor* shall:
 - (i) immediately upon becoming aware of a *latent condition* while carrying out *WUS*, and where possible before the *latent condition* is disturbed, give the *Superintendent* written notice of the general nature thereof;
 - (ii) promptly thereafter, and in any event within 3 *Business Days* after becoming aware of the *latent condition* and before commencing any work in connection with the *latent condition*, give the *Superintendent* a written statement of:
 - (A) the *latent condition* encountered and the respects in which it differs materially;
 - (B) the additional *work*, resources, time and cost which the *Subcontractor* estimates to be necessary to deal with the *latent condition*; and
 - (C) any other details reasonably required by the *Superintendent*.
- b) Notwithstanding any other clause of the *Subcontract*, compliance with subclause 25.2(a) is a condition precedent to any *claim* arising out of or in connection with a *latent condition*.

25.3 Deemed variation

Subject to compliance with subclause 25.2(a), the effect of the *latent condition* shall be a deemed *variation*.

26 Setting out the Subcontract Works

The *Subcontractor* shall keep in their true positions all *survey marks* supplied by the *Superintendent*.

The *Subcontractor* shall reinstate any *survey mark* disturbed, after promptly notifying the *Superintendent* and unless the *Superintendent* within 3 days directs otherwise.

If the disturbance was caused by the *Superintendent*, or a person other than the *Subcontractor* or someone for whom the *Subcontractor* is responsible, the cost incurred by the *Subcontractor* in reinstating the *survey mark* shall be assessed by the *Superintendent* and added to the *subcontract sum*.

27 Cleaning up

The *Subcontractor* shall keep the *site* and *WUS* clean and tidy and regularly remove rubbish and surplus material.

Within 3 Business Days after the *date of practical completion*, the *Subcontractor* shall remove *temporary works* and *construction plant*. The *Superintendent* may extend the time to enable the *Subcontractor* to perform remaining obligations.

If the *Subcontractor* fails to comply with the preceding obligations in this clause, the *Superintendent* may direct the *Subcontractor* to rectify the non-compliance and the time for rectification.

If:

- a) the *Subcontractor* fails to comply with such a direction; and
- b) that failure has not been made good within 3 *Business Days* after the *Subcontractor* receives written notice from the *Superintendent* that the *Main Contractor* intends to have the subject *work* carried out by others,

the *Main Contractor* may have that *work* so carried out and the *Superintendent* shall certify the cost incurred as moneys due from the *Subcontractor* to the *Main Contractor*. The rights given by this paragraph are additional to any other rights and remedies.

28 Materials, labour and construction plant

Except where 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.

In respect of any materials, machinery or equipment to be supplied by the *Subcontractor* in connection with the *Subcontract*, the *Superintendent* may direct the *Subcontractor* to:

- a) supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information; and
- b) arrange reasonable inspection at such place or sources by the *Superintendent*, the *Main Contractor* and persons authorized by the *Main Contractor*.

The *Superintendent* may give the *Subcontractor* a written direction not to remove materials or *construction plant* from the *site*. Thereafter the *Subcontractor* shall not remove them without the *Superintendent's* prior written approval (which shall not be unreasonably withheld).

28A Ownership of Materials, labour and construction plant

Subject to pre-existing registered security interests, in the event the *Subcontractor* is subjected to an insolvency event, the *Main Contractor* is entitled to take ownership and good

title of any materials, machinery or equipment that is supplied and owned by the *Subcontractor*.

For the purpose of this clause, an insolvency event means (in addition to the events listed in clause 40.11) the occurrence of any of the following events in relation to the *Subcontractor*:

- c) the *Subcontractor* suspends payment of its debt;
- d) the *Subcontractor* becomes an externally-administered body corporate under the Corporations Act 2001 (Cth);
- e) steps are taken by any person towards making the *Subcontractor* an externally-administered body corporate;
- f) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)) is appointed of any of the property of the *Subcontractor* or any steps taken for the appointment of such a person;
- g) the *Subcontractor* is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001 (Cth); or
- h) any event happens analogous to an event specified in paragraph (b) to (e) above to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if the law of Australia applied.

29 Quality

29.1 Quality of material and work

Unless otherwise provided the *Subcontractor* shall use suitable new materials and proper and tradesman-like workmanship.

The *WUS* must meet the requirements of all applicable Australian Standards and of the Building Code of Australia.

The parties agree that the provisions of the Vienna Convention on the Sale of Goods are expressly excluded from the *Subcontract* and do not apply to the *Subcontract* or to any plant, materials or equipment supplied as part of the *Subcontract Works*.

* 29.2 Quality assurance

If required by Annexure Part A, the *Subcontractor* shall:

- a) within 3 *Business Days* of the date of the *Formal Instrument of Agreement*, plan, establish and maintain a quality system conforming with ISO 9001:2000 or as otherwise approved by the *Superintendent*; and
- b) ensure that the *Superintendent* and the *Main Contract Superintendent* have access to the quality system and are provided with any documentation of the *Subcontractor* and *secondary subcontractors* reasonably required so as to enable monitoring and quality auditing.

* See Preface

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 discharge the *Subcontractor's* other obligations under the *Subcontract*.

29.3 Defective work

If the *Superintendent* becomes aware of *work* done (including material provided) by the *Subcontractor* which does not comply with the *Subcontract*, the *Superintendent*:

- a) shall as soon as practicable give the *Subcontractor* written details thereof; and
- b) may direct the *Subcontractor* to do any one or more of the following (including times for commencement and completion):
 - (i) remove the material from the *site*;
 - (ii) demolish the *work*;
 - (iii) reconstruct, replace or correct the *work*; and
 - (iv) not deliver the *work* to the *site*.

The direction may include times for commencement and completion. If no time for completion is specified, the direction must be complied with within a reasonable time.

If the *Subcontractor* fails to comply with such a direction, the *Main Contractor* may have that *work* so rectified and the *Superintendent* shall certify the cost incurred as moneys due from the *Subcontractor* to the *Main Contractor*.

29.4 Acceptance of defective work

Instead of a direction pursuant to subclause 29.3, the *Superintendent* may direct the *Subcontractor* that the *Main Contractor* elects to accept the subject *work*, whereupon there shall be a deemed *variation*.

29.5 Timing

The *Superintendent* may give a direction pursuant to this clause at any time before the expiry of the last *defects liability period*.

30 Examination and testing

30.1 Tests

At any time before the expiry of the last *defects liability period*, the *Superintendent* may direct that any *WUS* be tested. The *Subcontractor* shall give such assistance and samples and make accessible such parts of *WUS* as may be directed by the *Superintendent*.

30.2 Covering up

The *Superintendent* may direct that any part of *WUS* shall not be covered up or made inaccessible without the *Superintendent's* prior written direction.

30.3 Who conducts

Tests shall be conducted as provided elsewhere in the *Subcontract* or by the *Superintendent* or a person (which may include the *Subcontractor*) nominated by the *Superintendent*.

30.4 Notice

The *Superintendent* or the *Subcontractor* (whichever is to conduct the *test*) shall give reasonable written notice to the other of the date, time and place of the *test*. If the other does not attend, the *test* may nevertheless proceed.

30.5 Delay

Without prejudice to any other right, if the *Subcontractor* or the *Superintendent* delays in conducting a *test*, the other, after giving reasonable written notice of intention to do so, may conduct the *test*.

30.6 Completion and results

On completion of the *tests*, the *Subcontractor* shall make good *WUS* so that it fully complies with the *Subcontract*.

Results of *tests* shall be promptly made available by each party to the other and to the *Superintendent*.

30.7 Costs

Costs in connection with testing pursuant to this clause shall be borne by the *Main Contractor* except where the *Subcontract* otherwise provides, or the *test* is consequent upon, or reveals a failure of the *Subcontractor* to comply with the *Subcontract* (including this clause).

30.8 Access to Works and workshops

The *Subcontractor* must ensure that the *Main Contractor*, its representatives and representatives of the *Principal* are allowed access at all reasonable times to the *Subcontract Works* and to the *Subcontractor's* workshops and other places where goods or materials intended for the *Subcontract Works* are being fabricated, stored or kept.

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31 Working hours

If the working hours and working days on the *site* are not stated elsewhere in the *Subcontract*, they shall be in accordance with *legislative requirements* and the requirements of any *Authorities*. They shall not be varied without the *Superintendent's* prior written approval, except when, in the interests of safety of persons or property, the *Subcontractor* finds it necessary to carry out *WUS* otherwise, whereupon the *Subcontractor* shall give the *Superintendent* written notice of those circumstances as early as possible.

32 Programming

Nothing in this clause 32 shall reduce the *Subcontractor's* obligations to reach *practical completion* by the *date for practical completion* and to proceed with the *WUS* with due expedition and without delay.

The *Subcontractor* shall give the *Superintendent* reasonable advance notice (but not less than 10 *Business Days*) of when the *Subcontractor* needs information, materials, documents or instructions from the *Superintendent* or the *Main Contractor*.

The *Main Contractor* and the *Superintendent* shall not be obliged to give any information, materials, documents or instructions earlier than the *Main Contractor* or the *Superintendent*, as the case may be, should reasonably have anticipated at the *date of acceptance of tender*.

The *Subcontractor* shall co-operate with the *Main Contractor's* other subcontractors and with others engaged by the *Main Contractor* or the *Principal* including *separate contractors* and

subject to the *Main Contractor* being responsible for the overall co-ordination of *WUS* into the work under the *main contract*, the *Main Contractor* and the *Subcontractor* shall co-ordinate *WUS* with the work under the *main contract*.

The *Superintendent* may direct in what order and at what time the various stages or portions of *WUS* 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 the *Superintendent* written notice of the reasons.

A *construction program* is a written statement showing the dates by which, or the times within which, the various stages or portions of *WUS* are to be carried out or completed. The *Subcontractor* shall give the *Superintendent* a proposed *construction program* within 3 *Business Days* of the date of the *Subcontract*, and as a condition precedent to access to the site and payment containing such information and being in a form as is reasonably directed by the *Superintendent*.

If the proposed *construction program* is not in accordance with the requirements of the *Subcontract* or otherwise acceptable to the *Superintendent*, the *Superintendent* shall notify the *Subcontractor* and the *Subcontractor* shall promptly amend and resubmit the proposed *construction program* to the *Superintendent*.

If the proposed *construction program* is in accordance with the requirements of the *Subcontract* and is otherwise acceptable to the *Superintendent*, the *Superintendent* will notify the *Subcontractor*, the proposed *construction program* will become the *construction program* and the *Subcontractor* shall not, without reasonable cause, depart from the *construction program*.

The *construction program* shall not form part of the *Subcontract* but may be used by the *Superintendent* and the *Main Contractor* to monitor and assess the progress of the *WUS*.

No comment on, review, acceptance or rejection of the *construction program* by the *Superintendent* will relieve the *Subcontractor* from any of its liabilities or obligations under the *Subcontract* including the obligation to achieve *practical completion* by the *date for practical completion*.

If at any time the progress of the *WUS* falls behind that shown in the *construction program* or is otherwise not in accordance with the requirements of the *Subcontract*, the *Subcontractor* shall at its own cost take such corrective action as is necessary to ensure that progress is maintained in accordance with the *Subcontract*. Subject to clause 31, such corrective action may include the working of overtime and additional shifts, the application of more resources to carry out the *WUS* and the adjustment and rescheduling of activities. The *Superintendent* from time to time may direct the *Subcontractor* to provide details of the corrective action it plans to take under this clause. If the *Subcontractor* fails to take corrective action in accordance with this clause, the *Superintendent* may direct the *Subcontractor* as to the corrective action it is to take and the *Subcontractor* shall comply with that direction at its own cost.

33 Suspension

33.1 Superintendent's suspension

The *Superintendent* may direct the *Subcontractor* to suspend the carrying out of the whole or part of *WUS* for such time as the *Superintendent* thinks fit, if the *Superintendent* is of the opinion that it is necessary:

- a) because of an act, default or omission of:
 - (i) the *Superintendent*, the *Main Contractor* or its employees, consultants, agents or other contractors (not being employed by the *Subcontractor*); or

- (ii) the *Subcontractor*, a *secondary subcontractor* or either's employees or agents including non-compliance with any of the occupational health and safety obligations under clause 47;
- b) for the protection or safety of any person or property;
- c) to comply with a court order;
- d) because of a *main contract dispute*;
- e) because suspension of work under the *main contract*, in the *Superintendent's* opinion, prevents *WUS*; or
- f) for any other reason that the *Superintendent* in its absolute discretion decides.

33.2 Subcontractor's suspension

If the *Subcontractor* wishes to suspend the carrying out of the whole or part of *WUS*, otherwise than pursuant to subclause 39.9, the *Subcontractor* shall obtain the *Superintendent's* prior written approval. The *Superintendent* may approve the suspension and may impose conditions of approval.

33.3 Recommencement

As soon as the *Superintendent* becomes aware that the reason for any suspension no longer exists, the *Superintendent* shall direct the *Subcontractor* to recommence suspended *WUS* as soon as reasonably practicable.

The *Subcontractor* may recommence *WUS* suspended pursuant to subclause 33.2 or 39.9 at any time after reasonable notice to the *Superintendent*.

33.4 Cost

The *Subcontractor* shall bear the cost of any suspension and shall not be entitled to any extension of time in connection with a suspension unless the reason for the suspension was an act, default or omission of the *Principal*, the *Main Contract Superintendent*, the *Superintendent* or the *Main Contractor*.

Except where the *Subcontractor* is required to bear the cost of a suspension, if the suspension causes the *Subcontractor* to incur more reasonable cost than otherwise would have been incurred, the *Subcontractor* is entitled to claim reasonable additional costs incurred by reason of the suspension, subject to the limitation that the total amount of compensation payable for each day of suspension will not exceed the amount stated in *Item 29*.

34 Time and progress

34.1 Progress

The *Subcontractor* shall ensure that *WUS* reaches *practical completion* by the *date for practical completion*.

The *Subcontractor* shall proceed with the *WUS* with due expedition and without delay.

The *Superintendent* may direct the *Subcontractor* to immediately commence the *WUS* at any time in the 14 days prior to the first date for the commencement of the *WUS* in the *construction program*. The *Subcontractor* is not entitled to any *claim* in relation to a direction given by the *Superintendent* under this clause 34.1.

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34.2 Notice of delay

If the *Subcontractor* becomes aware of anything which may delay the *WUS*, the *Subcontractor* shall promptly (but not later than within 3 *Business Days* of becoming aware) notify the *Superintendent* in writing with details of the possible delay and the cause.

34.3 Claim

The *Subcontractor* shall be entitled to an extension of time to the *date for practical completion* ('*EOT*') if, and only if:

- a) the *Subcontractor* is or will be delayed by a *qualifying cause of delay* in reaching *practical completion* and, where the delay occurs prior to the *date for practical completion*, the *qualifying cause of delay* will delay the *Subcontractor* from reaching *practical completion* until a date which is after the *date for practical completion*; and
- b) the *Subcontractor* has complied with clause 34.2 and, in addition, given the *Superintendent*, within 7 days after the first occurrence of the cause of delay, a written claim for an *EOT* evidencing the facts of causation and of the delay to *WUS* (including extent).

If further delay results from a *qualifying cause of delay* evidenced in a claim under paragraph (b) of this subclause, the *Subcontractor* shall claim an *EOT* for such delay by promptly giving the *Superintendent* a written claim evidencing the facts of that delay.

34.4 Assessment

Where non-qualifying and *qualifying causes of delay* overlap then, to the extent of the concurrency, the *Subcontractor* shall not be entitled to an *EOT*.

34.5 Extension of time

- a) If the *Subcontractor* is entitled to an *EOT*, within 35 days after receiving the *Subcontractor's* claim for an *EOT*, the *Superintendent* shall determine the length of *EOT* which the *Subcontractor* is entitled to and notify the *Subcontractor* in writing.
- b) Notwithstanding that the *Subcontractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time before issuing the *final certificate* and without being obliged to do so for the benefit of the *Subcontractor* or otherwise, extend the *date for practical completion*.
- c) The *Subcontractor* accepts the risk of and liability for bringing the *WUS* to *practical completion* by the *date for practical completion* notwithstanding the encountering of any delay or disruption in the execution of the *WUS* except to the extent provided in this clause 34.
- d) The *Subcontractor* acknowledges and agrees that it will have no entitlement to an *EOT* if it has not strictly complied with the obligations in subclauses 34.2 and 34.3.
- e) If the *Subcontractor* submits a claim for an *EOT*, the *Superintendent* may instruct the *Subcontractor* to accelerate the *WUS* by taking those measures which are necessary to overcome or minimise the extent and effects of some or all of the delay including, if required, in order to achieve *practical completion* by the *date for practical completion*.
- f) If the *Superintendent* gives the *Subcontractor* an instruction to accelerate under subclause 34.5(e) requiring it to accelerate the *WUS* and it only applies to part of the delay, the *Subcontractor's* entitlement to any *EOT* which it otherwise would

have had will only be reduced to the extent to which the instruction to accelerate requires the *Subcontractor* to accelerate to overcome the delay.

- g) If the *Superintendent* gives an instruction to the *Subcontractor* under subclause 34.5(e):
 - (i) the *Subcontractor* must accelerate the *WUS* to overcome or minimise the extent and effect of some or all of the delay as instructed, including, if required, in order to achieve *practical completion* by the *date for practical completion*;
 - (ii) if the *Subcontractor* would, but for the instruction, have been entitled to an *EOT* to the *date for practical completion* for the cause of delay, the *Subcontractor* will be entitled to be paid the extra costs reasonably incurred by it and directly attributable to accelerating the *WUS*; and
 - (iii) the *Subcontractor* will not be entitled to make any *claim* against the *Main Contractor*, arising out of, or in any way in connection with, the cause of delay and the instruction other than for the amount which is payable by the *Main Contractor* under subclause 34.5(g)(ii).
- h) The *Main Contractor's* rights to liquidated damages for a failure by the *Subcontractor* to achieve *practical completion* by the *date for practical completion* are not affected by *Superintendent* giving the *Subcontractor* an instruction to accelerate under subclause 34.5(e).

34.6 Practical completion

The *Subcontractor* shall give the *Superintendent* at least 14 days written notice of the date upon which the *Subcontractor* anticipates that *practical completion* will be reached.

When the *Subcontractor* is of the opinion that *practical completion* has been reached, the *Subcontractor* shall in writing request the *Superintendent* to issue a *certificate of practical completion*. Within 14 days after receiving the request, the *Superintendent* shall give the *Subcontractor* and the *Main Contractor* either a *certificate of practical completion* evidencing the *date of practical completion* or written reasons for not doing so.

If the *Superintendent* is of the opinion that *practical completion* has been reached, the *Superintendent* may issue a *certificate of practical completion* even though no request has been made.

The *Subcontractor* and the *Main Contractor* agree that:

- a) the date on which the *Certificate of Completion* is issued shall not inform, nor affect, the *Date of Completion*; and
- b) the *Subcontractor* is not entitled to an *EOT* or any other *Claim* arising out of or related to the fact that the date on which the *certificate of practical completion* is issued may differ from the *date of practical completion* that is certified in the *certificate of practical completion*.

34.7 Liquidated damages

- a) If *WUS* does not reach *practical completion* by the *date for practical completion*, the *Subcontractor* shall be indebted to the *Main Contractor* for liquidated damages at the rate stated in *Item 27(a)* for every day after the *date for practical completion* to and including the earliest of the *date of practical completion* or termination of

the *Subcontract* or the *Main Contractor* otherwise taking the *WUS* out of the hands of the *Subcontractor*.

- b) If an *EOT* is directed after the *Subcontractor* has paid or the *Main Contractor* has set off liquidated damages, the *Main Contractor* shall forthwith repay to the *Subcontractor* such of those liquidated damages as represent the days the subject of the *EOT*.
- c) Subject to and with the exception of the damages referred to in subclause 34.7A, the amount stipulated as liquidated damages in *Item 27(a)* is an agreed genuine pre-estimate of the *Main Contractor's* loss and damage in the event that *practical completion* occurs after the *date for practical completion*.
- d) If subclause 34.7(a) is found for any reason to be void, invalid, or otherwise inoperative, so as to disentitle the *Main Contractor* from recovering liquidated damages for the *Subcontractor's* failure to achieve *practical completion* by the *date for practical completion*, the *Main Contractor* will be entitled to recover damages from the *Subcontractor* for such failure under general law.

* **34.7A Indemnity**

If the *main contract works* do not reach *practical completion* by their *date for practical completion*, for which a cause is delay by the *Subcontractor* in completing *WUS*, the *Subcontractor* shall indemnify the *Main Contractor* against:

- a) liquidated damages under the *main contract* stated in *Item 27(b)* certified by the *Main Contract Superintendent*; and
- b) damages, other than liquidated damages, which have become due and payable by the *Main Contractor* to the *Principal*.

If an *EOT* is directed after the *Subcontractor* has paid or the *Main Contractor* has set off liquidated damages, the *Main Contractor* shall forthwith repay to the *Subcontractor* such of those liquidated damages as represent the days the subject of the *EOT*.

The *Subcontractor's* indebtedness under this subclause is not included in the liquidated damages applicable to subclause 34.7.

34.8 Bonus for early practical completion

Not Applicable.

34.9 Delay damages

For every day the subject of an *EOT* for a *compensable cause* and in respect of which the *Subcontractor* has given the *Superintendent* a notice of claim pursuant to subclause 41.1, within 35 days after the date of the *claim* the *Superintendent* shall assess the claim and determine the cost actually incurred by the *Subcontractor* on that day by reason of the delay. The amount determined will be determined subject to the limitation that the total amount of

* See Preface

compensation payable under this clause for any one day will not exceed the amount stated in *Item 29*.

The *Subcontractor* agrees that the compensation provided for in this subclause 34.9 and in subclause 33.4 is the only amount which it may recover from the *Main Contractor* for any exclusion, suspension, delay or disruption, including any delay or disruption arising from a breach of the *Subcontract* by the *Main Contractor*.

35 Defects liability

The *defects liability period* stated in *Item 30* shall commence on:

- a) the *date of practical completion* at 4:00 pm; or
- b) if there are *separable portions*, at 4.00pm on the *date of practical completion* of each *separable portion*.

The *Subcontractor* shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of the *Subcontract Works* as is reasonably possible.

As soon as possible after the *date of practical completion*, the *Subcontractor* shall rectify all defects existing at the *date of practical completion*.

During the *defects liability period*, the *Superintendent* may give the *Subcontractor* a direction to rectify a defect which:

- a) shall identify the *defect* and the date for completion of its rectification; and
- b) may state a date for commencement of the rectification and whether there shall be a separate *defects liability period* therefore (not exceeding 12 months, commencing at 4:00 pm on the date the rectification is completed and governed by this clause),

and the *Subcontractor* must comply with the direction.

If the rectification is not commenced or completed by the stated dates, the *Main Contractor* may have the rectification carried out by others but without prejudice to any other rights and remedies the *Main Contractor* may have and the cost incurred shall be a debt due and payable by the *Subcontractor* to the *Main Contractor*.

36 Variations

36.1 Directing variations

The *Subcontractor* shall not vary *WUS* unless it receives an express direction in writing from the *Superintendent* titled "Subcontractor Change Order".

The *Superintendent* may direct the *Subcontractor* to vary *WUS* (*variation*) by directing any one or more of the following which is nevertheless of a character and extent contemplated by, and capable of being carried out under, the provisions of the *Subcontract*:

- a) increase, decrease or omit any part;
- b) change the character or quality;
- c) change the levels, lines, positions or dimensions;
- d) carry out additional work;
- e) demolish or remove material or work no longer required by the *Main Contractor*.

Where the *Subcontractor* considers any direction given by the *Superintendent* constitutes a *variation* even though not identified as such by the issue of a "Subcontractor Change Order",

the *Subcontractor* must notify the *Superintendent* within 3 *Business Days* after receiving the direction and before executing any work the subject matter of that direction. If the *Subcontractor* fails to give the notice as required, it will not be entitled to make any *claim* against the *Main Contractor* in respect of the direction.

To the extent permitted by law, the parties acknowledge and agree that there is no limit on the scope or ambit of the *Superintendent's* power to direct a *variation* including any omission, deletion or addition to the *WUS* and this power will not be invalidated irrespective of the number of *variations* directed or the nature, extent or value of the work the subject of a *variation*.

36.2 Proposed variations

The *Superintendent* may give the *Subcontractor* written notice of a proposed *variation* titled "Request for Quotation".

The *Subcontractor* shall as soon as practicable after receiving such notice, and in any event within 3 *Business Days* after receiving the notice, notify the *Superintendent* whether the proposed *variation* can be effected, together with, if it can be effected, the *Subcontractor's* estimate of the:

- a) effect on the *construction program* (including the *date for practical completion*); and
- b) cost (including all time-related costs, if any) of the proposed *variation*.

The *Superintendent* may direct the *Subcontractor* to give a detailed quotation for the proposed *variation* supported by measurements or other evidence of cost.

The *Subcontractor's* reasonable costs for each compliance with this subclause shall be certified by the *Superintendent* as moneys due to the *Subcontractor*.

36.3 Variations for convenience of Subcontractor

If the *Subcontractor* requests the *Superintendent* to direct a *variation* for the convenience of the *Subcontractor*, the *Superintendent* may do so. The direction shall be written and may be conditional. Unless the direction provides otherwise, the *Subcontractor* shall be entitled to neither extra time nor extra money.

36.4 Pricing

The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- a) prior agreement;
- b) applicable rates or prices in the *Subcontract*;
- c) rates or prices in a *schedule of rates* or schedule of prices, even though not *Subcontract* documents, to the extent that it is reasonable to use them; and
- d) reasonable rates or prices, which shall include a reasonable amount for profit and overheads,

and any deductions shall include a reasonable amount for profit and overheads excluding non-time related on *site* overheads.

That price shall be added to or deducted from the *subcontract sum*.

37 Payment

37.1 Payment claims

- a) If, and only if, the *Subcontractor* has satisfied the conditions precedent in subclause 37.2A, the *Subcontractor* may serve a payment claim on the *Superintendent*:
 - (i) once every ~~month~~ two weeks in accordance with *Item 31* up to the *date of practical completion*; and LJM
 - (ii) once within 10 *Business Days* following the issue of the *certificate of practical completion*.
- b) Each payment claim shall be given in writing, in the form set out in Annexure Part I, to the *Superintendent* and shall:
 - (i) include details of the value of *WUS* done and may include details of other moneys then due to the *Subcontractor* pursuant to provisions of the *Subcontract*; and
 - (ii) adequately describe the work to which the payment claim relates.

The *Subcontractor* agrees with the *Main Contractor* that a payment claim submitted to the *Superintendent* under this subclause 37.1 is received by the *Superintendent* as agent for the *Main Contractor*.

The *Subcontractor* agrees with the *Main Contractor* that the times or stages for payment claims stated in *Item 31* and determined in accordance with this subclause 37.1 are, for the purposes of the *SOP Legislation*, the "reference date".

37.1A Payapps

The *Subcontractor* must submit each payment claim to the *Superintendent* by way of payapps (au.payapps.com), or as otherwise reasonably directed by the *Superintendent*.

The *Subcontractor* agrees that it has no *Claim* in relation to the use of the payapps service, including any subscription fee.

37.2 Certificates

The *Superintendent* shall, within 10 *Business Days*, unless the *Site* is in Queensland and the *SOP Legislation* applies, in which case no later than 20 *Business Days*, after receiving a payment claim issue to the *Subcontractor* on behalf of the *Main Contractor* a *progress certificate* which sets out:

- a) the amount of the payment which is then due under the *Subcontract* from the *Main Contractor* to the *Subcontractor* or by the *Subcontractor* to the *Main Contractor*;
- b) the calculations employed to arrive at the amount;
- c) amounts otherwise due under the *Subcontract* from:
 - (i) the *Main Contractor* to the *Subcontractor*; and
 - (ii) the *Subcontractor* to the *Main Contractor*;
- d) amounts previously paid under the *Subcontract*;
- e) the amount the *Main Contractor* is entitled to retain (whether by way of retention under clause 5 or otherwise), deduct, withhold or set-off under the *Subcontract*;

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- f) the amount (if any) which the *Main Contractor* proposes to pay to the *Subcontractor* (the "*scheduled amount*"); and
- g) if the *scheduled amount* is less than the amount claimed in the payment claim:
 - (i) the reason why the *scheduled amount* is less than the amount claimed in the payment claim; and
 - (ii) if the reason for the difference is that the *Main Contractor* has retained, deducted, withheld or set-off payment for any reason, the reason for the retention, deduction, withholding or setting-off of payment.

If the *Subcontractor* does not make a payment claim in accordance with subclause 37.1, the *Superintendent* may nevertheless issue a *progress certificate*.

Failure by the *Superintendent* to set out in a *progress certificate* an amount which the *Main Contractor* is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the *Subcontractor* by the *Main Contractor* will not prejudice the *Main Contractor's* right to subsequently exercise its right to retain, deduct, withhold or set-off any amount under the *Subcontract*.

The *Subcontractor* agrees that the *scheduled amount* referred to in the *progress certificate* is, for the purposes of the *SOP Legislation*, the amount of the "progress payment" (as defined in the *SOP Legislation*) calculated in accordance with the terms of the *Subcontract* which the *Subcontractor* is entitled to in respect of the *Subcontract*.

37.2A Conditions Precedent to Payment

- a) The *Subcontractor* will have no entitlement to make a payment claim, nor will the *Main Contractor* be obliged to make any payment to the *Subcontractor*, until the *Subcontractor* has delivered to the *Main Contractor*:
 - (i) a declaration complying with the requirements of subclause 38.1;
 - (ii) written evidence, satisfactory to the *Main Contractor*, that all insurances required under the *Subcontract* to be affected and maintained by the *Subcontractor*, have been affected and maintained and that the *Subcontractor* has complied with the requirements of subclause 51(a)(ii);
 - (iii) the *security* to be provided pursuant to subclause 5.1;
 - (iv) any deed of *guarantee, undertaking and substitution* requested pursuant to subclause 5.6 at least 14 days prior to the date of the payment claim; and
 - (v) the *Subcontractor's Warranty* to be provided pursuant to subclause 9.6(c).
- b) Subject to clause 37.2A(a), the *Main Contractor* must pay the *Subcontractor* the *scheduled amount* in respect of all payment claims submitted prior to the *date of practical completion* within 25 *Business Days* after receiving the payment claim.
- c) Subject to clause 37.2A(a), the *Main Contractor* must pay the *Subcontractor* the *scheduled amount* in respect of the payment claim that must be submitted within 10 *Business Days* following the *practical completion* within 25 *Business Days* after the receiving the payment claim.

If a *progress certificate* issued under this clause shows an amount owing by the *Subcontractor* to the *Main Contractor*, the *Subcontractor* must pay the *Main Contractor* that amount within 5 *Business Days* of receipt by the *Subcontractor* of the assessments.

Neither a *progress certificate* nor a payment of moneys shall be evidence that the subject *WUS* has been carried out satisfactorily. Payment shall be payment on account only.

37.3 Unfixed plant and materials

The *Main Contractor* shall not be liable to pay for unfixed plant and materials.

37.3A Deduction of Moneys

Any debt due from the *Subcontractor* to the *Main Contractor* or monies claimed by the *Main Contractor* from the *Subcontractor* under or in connection with this *Subcontract* or the *WUS* may be deducted by the *Main Contractor* from:

- a) any monies which may otherwise become payable to the *Subcontractor* by the *Main Contractor*; and
- b) any security held by the *Main Contractor*.

This clause does not affect the right of the *Main Contractor* to recover the debt, the monies claimed or any balance after exercising any rights under this clause by any other means available under this *Subcontract* or at law.

37.4 Final certificate

Within 28 days after the last to occur of:

- a) receipt of a written request from the *Subcontractor* for the issue of a *final certificate*;
- b) the expiry of the last *defects liability period*;
- c) the rectification by the *Subcontractor* of all *defects* in accordance with clause 35; and
- d) the completion of all obligations of the *Subcontractor* under the *Subcontract*,

the *Superintendent* shall issue to the *Subcontractor*, on behalf of the *Main Contractor*, a document titled "Final Certificate".

If moneys are certified as due and payable by the *Subcontractor* to the *Main Contractor*, those moneys shall be paid by the *Subcontractor*, within 7 days after the *Subcontractor* receives the *final certificate*.

37.5 Interest

Interest in *Item 33* shall be due and payable after the date of default in payment.

38 Payment of workers and secondary subcontractors

38.1 Payment of Workers and Subcontractors

The *Subcontractor* shall give in respect of each payment claim (including the final payment claim) a declaration and the other information (if any) requested in Annexure Part H in the form set out in Annexure Part H.

38.2 Direct Payment

Where the *Main Contractor* is entitled to or is required to make payment to a *secondary subcontractor* of a sum certified by the *Superintendent* as owing to the *secondary subcontractor* under a *secondary subcontract*, the *Main Contractor* may, on behalf of the *Subcontractor*, make the payment directly to the *secondary subcontractor* and the amount so paid shall be a debt due from the *Subcontractor* to the *Main Contractor*.

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*.

39 Default or insolvency

39.1 Preservation of other rights

If a party breaches (including repudiates) the *Subcontract*, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

39.2 Subcontractor's default

If the *Subcontractor* commits a substantial breach of the *Subcontract*, the *Main Contractor* may, by hand, email or by facsimile, give the *Subcontractor* a written notice to show cause.

Substantial breaches include, but are not limited to:

- a) failing to:
 - (i) provide *security*;
 - (ii) provide evidence of insurance;
 - (iii) comply with a direction of the *Superintendent* pursuant to subclause 29.3; or
 - (iv) use the materials or standards of *work* required by the *Subcontract*;
- b) wrongful suspension of *work*;
- c) substantial departure from a *construction program* without reasonable cause or the *Superintendent's* approval;
- d) where there is no *construction program*, failing to proceed with due expedition and without delay; and
- e) in respect of clause 38, knowingly providing documentary evidence containing an untrue statement.

39.3 Main Contractor's notice to show cause

A notice under subclause 39.2 shall state:

- a) that it is a notice under clause 39 of these Subcontract Conditions;
- b) the alleged substantial breach;
- c) that the *Subcontractor* is required to show cause in writing why the *Main Contractor* should not exercise a right referred to in subclause 39.4;
- d) the date and time by which the *Subcontractor* must show cause (which shall not be less than 3 *Business Day* after the notice is received by the *Subcontractor*); and
- e) the place at which cause must be shown.

39.4 Main Contractor's rights

If the *Subcontractor* fails to show reasonable cause by the stated date and time, the *Main Contractor* may by written notice to the *Subcontractor*:

- a) take out of the *Subcontractor's* hands the whole or part of the *work* remaining to be completed and suspend payment until it becomes due and payable pursuant to subclause 39.6; or

- b) terminate the *Subcontract*.

39.5 Take out

The *Main Contractor* shall complete work taken out of the *Subcontractor's* hands and may:

- a) use materials, equipment and other things intended for *WUS*; and
- b) without payment of compensation to the *Subcontractor*:
 - (i) take possession of, and use such of the *construction plant* and other things on or in the vicinity of the *site* as were used by the *Subcontractor*; and
 - (ii) contract with such of the *Subcontractor's secondary subcontractors* and consultants,

as are reasonably required by the *Main Contractor* to facilitate completion of *WUS*.

If the *Main Contractor* takes possession of *construction plant* or other things, the *Main Contractor* shall maintain them and, subject to subclause 39.6, on completion of the work, shall return such of them as are surplus.

The *Superintendent* shall keep records of the cost of completing the work.

39.6 Adjustment on completion of work taken out

When work taken out of the *Subcontractor's* hands has been completed, the *Superintendent* shall assess the cost thereby incurred and shall certify as moneys due and payable accordingly the difference between that cost (showing the calculations therefore) and the amount which would otherwise have been paid to the *Subcontractor* if the work had been completed by the *Subcontractor*.

If the *Subcontractor* is indebted to the *Main Contractor*, the *Main Contractor* may retain *construction plant* or other things taken under subclause 39.5 until the debt is satisfied. If after reasonable notice, the *Subcontractor* fails to pay the debt, the *Main Contractor* may sell the *construction plant* or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the *Subcontractor*.

39.7 Main Contractor's default

If the *Main Contractor* commits a substantial breach of the *Subcontract*, the *Subcontractor* may, by hand or by facsimile, give the *Main Contractor* a written notice to show cause.

Substantial breaches include failing to make a payment due and payable pursuant to the *Subcontract*.

39.8 Subcontractor's notice to show cause

A notice given under subclause 39.7 shall state:

- a) that it is a notice under clause 39 of these Subcontract Conditions;
- b) the alleged substantial breach;
- c) that the *Main Contractor* is required to show cause in writing why the *Subcontractor* should not exercise a right referred to in subclause 39.9;
- d) the date and time by which the *Main Contractor* must show cause (which shall not be less than 7 clear days after the notice is received by the *Main Contractor*); and
- e) the place at which cause must be shown.

39.9 Subcontractor's rights

If the *Main Contractor* fails to show reasonable cause by the stated date and time, the *Subcontractor* may, by written notice to the *Main Contractor*, suspend the whole or any part of *WUS*.

The *Subcontractor* shall remove the suspension if the *Main Contractor* remedies the breach.

The *Subcontractor* may, by written notice to the *Main Contractor*, terminate the *Subcontract*, if within 28 days of the date of suspension under this subclause, the *Main Contractor* fails:

- a) to remedy the breach; or
- b) if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the *Subcontractor*.

39.10 Termination

If the *Subcontract* is terminated pursuant to subclause 39.4(b) or 39.9, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the *Subcontract* had the defaulting party repudiated the *Subcontract* and the other party elected to treat the *Subcontract* as at an end and recover damages.

39.11 Insolvency

If:

- a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the *Subcontract*;
- b) execution is levied against a party by a creditor;
- c) a party is an individual person or a partnership including an individual person, and if that person:
 - (i) commits an act of bankruptcy;
 - (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;
 - (iv) makes a proposal for a scheme of arrangement or a composition; or
 - (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966 (Cth)* or like provision under the law governing the *Subcontract*; or
- d) in relation to a party being a corporation:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - (ii) it enters a deed of company arrangement with creditors;
 - (iii) a controller or administrator is appointed;
 - (iv) an application is made to a court for its winding up and not stayed within 14 days;
 - (v) a winding up order is made in respect of it;
 - (vi) it resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); or
 - (vii) a mortgagee of any of its property takes possession of that property,

then, where the other party is:

- (A) the *Main Contractor*, the *Main Contractor* may, without giving a notice to show cause, exercise the rights under subclauses 39.4(a) or 39.4(b); or
- (B) the *Subcontractor*, the *Subcontractor* may, without giving a notice to show cause, exercise the right under subclause 39.9.

The rights and remedies given by this subclause are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of the *Subcontract*.

40 Termination by frustration

If the *Subcontract* is frustrated:

- a) the *Superintendent* shall issue a *progress certificate* for *WUS* carried out to the date of frustration, evidencing the amount which would have been payable had the *Subcontract* not been frustrated and had the *Subcontractor* been entitled to and made a payment claim on the date of frustration;
- b) the *Main Contractor* shall pay the *Subcontractor*:
 - (i) the amount due to the *Subcontractor* evidenced by all unpaid certificates;
 - (ii) the cost of materials and equipment reasonably ordered by the *Subcontractor* for *WUS* and which the *Subcontractor* is liable to accept, but only if they will become the *Main Contractor's* property upon payment; and
 - (iii) the costs reasonably incurred:
 - (A) removing *temporary works* and *construction plant*;
 - (B) returning to their place of engagement the *Subcontractor* and its employees engaged in *WUS* at the date of frustration; and
 - (C) by the *Subcontractor* in expectation of completing *WUS* and not included in any other payment; and
- c) each party shall promptly release and return all *security* provided by the other.

40A Termination for Convenience

- a) Without prejudice to any of the *Main Contractor's* other rights or entitlements or powers under the *Subcontract*, the *Main Contractor* may:
 - (i) at any time for its sole convenience by written notice to the *Subcontractor* terminate the *Subcontract* from the date stated in the notice; and
 - (ii) thereafter either itself or by third parties complete the uncompleted part of the work under the *Subcontract*.
- b) If the *Main Subcontractor* terminates the *Subcontract* under this clause 40A, the *Subcontractor*:
 - (i) subject to subclause 37.3A, will be entitled to payment of the following amounts as determined by the *Superintendent*:
 - (A) for work carried out prior to the date of termination, the amount which would have been payable if the *Subcontract* had not been terminated and the *Subcontractor* submitted a payment claim for work carried out to the date of termination;

- (B) the costs of goods or materials reasonably ordered by the *Subcontractor* for the *Subcontract Works* for which the *Subcontractor* is legally bound to pay provided that:
 - (1) the value of the goods or materials is not included in the amount payable under subparagraph (A); and
 - (2) title in the goods or materials will vest in the *Main Contractor* upon payment; and
- (C) the reasonable cost of removing from the *site* all labour, *construction plant* and other things used in connection with the *WUS*; and
- (ii) must take all reasonable steps possible to mitigate the costs referred to in sub-paragraphs (b)(i)(B) and (b)(i)(C).
- c) The amount to which the *Subcontractor* is entitled under this clause 40A will be a limitation upon the *Main Contractor's* liability to the *Subcontractor* arising out of, or in any way in connection with, termination of the *Subcontract* under this clause 40A and the *Subcontractor* may not make any claim against the *Main Contractor* arising out of, or in any way in connection with, the termination of the *Subcontract* other than for the amount payable under this clause 40A.
- d) After the *Subcontractor* has satisfied its obligations under this clause 40A, the *Main Contractor* shall release any remaining *security* still held by the *Main Contractor*.

40B Termination of Main Contract

- a) Without prejudice to any of the *Main Contractor's* other rights or entitlements or powers under the *Subcontract*, if the *main contract* is terminated, the *Main Contractor* may either:
 - (i) terminate the *Subcontract* by written notice to the *Subcontractor* under this clause 40B; or
 - (ii) novate the *Subcontract*, on its existing terms, to the *Principal* or the *Principal's* nominee. The *Subcontractor* hereby appoints the *Main Contractor* to act as its attorney to execute all documents and take all other steps necessary to give effect to any such novation.
- b) If the *Main Contractor* terminates the *Subcontract* under this clause 40B, the *Subcontractor*, subject to subclause 37.3A and taking all reasonable steps possible to mitigate those costs, will be entitled to payment of the amounts specified in clauses 40A(b)(i) A, B and C.
- c) The amount to which the *Subcontractor* is entitled under this clause 40B will be a limitation upon the *Main Contractor's* liability to the *Subcontractor* arising out of, or in any way in connection with, termination of the *Subcontract* under this clause 40B and the *Subcontractor* may not make any claim against the *Main Contractor* arising out of, or in any way in connection with, the termination of the *Subcontract* other than for the amount payable under this clause 40B.

41 Notification of claims

41.1 Communication of claims

The *prescribed notice* is a written notice of the general basis and quantum of the *claim*.

Within 3 *Business Days* of the first occurrence of any fact, matter or event in respect of which the *Subcontractor* believes it may be entitled to make a *claim*, the *Subcontractor* shall give to

the *Main Contractor* and to the *Superintendent* the *prescribed notice* or a notice of *dispute* under subclause 42.1 providing detailed particulars of the *claim*.

This subclause and subclause 41.3 shall not apply to any *claim*, including a *claim* for payment (except for *claims* which would, other than for this subclause, have been included in the *final payment claim*), the communication of which is required by another provision of the *Subcontract*.

41.2 Liability for failure to communicate

If the *Subcontractor* fails to comply with the provisions of subclause 41.1 or to communicate a *claim* in accordance with the relevant provision of the *Subcontract*, the *Subcontractor* shall be absolutely barred from making any *claim* against the *Main Contractor* arising out of or in connection with the subject matter of the *claim*.

41.3 Superintendent's decision

Within 28 days of receipt of a *prescribed notice*, the *Superintendent* shall assess the *claim* and notify the parties in writing of the decision. Unless the *Subcontractor* within a further 21 days of such notification gives a notice of dispute under subclause 42.1 which includes such decision, the *Superintendent* shall certify the amount of that assessment to be moneys then due and payable and the *Subcontractor* shall have no further entitlement arising out of or in connection with the subject matter of the *claim*.

42 Dispute resolution

42.1 Notice of dispute

If a difference or dispute (together called a '*dispute*') between the parties arises in connection with the subject matter of the *Subcontract*, including a *dispute* concerning:

- a) a *Superintendent's* direction; or
- 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, by hand or by registered post, give the other and the *Superintendent* a written notice of *dispute* adequately identifying and providing details of the *dispute*.

Notwithstanding the existence of a *dispute*, the parties shall, subject to clauses 39, 40, 40A and 40B continue to perform the *Subcontract*.

42.2 Conference

Within 7 days after receiving a notice of *dispute*, the parties shall confer at least once to resolve the *dispute* or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

42.3 Failure to agree

If the *dispute* has not been resolved within 28 days of service of the notice of *dispute*, subject to clause 43 either party may refer the matter to litigation.

43 Main Contract

Under the *main contract*, disputes and differences between the *Main Contractor* and the *Principal* are required to be determined in accordance with certain procedures ("**Main Contract Dispute Procedures**").

The *Subcontractor* agrees that certain disputes will be determined under the *Main Contract Dispute Procedures* as set out in clauses 43.1 to 43.3 in lieu of the procedures set out in subclause 42.2 to 42.4.

43.1 Main Contract related disputes

If:

- a) the *Subcontractor* gives a notice under subclause 42.1; and
- b) the dispute relates, in whole or in part, to either;
 - (i) an alleged breach of the *Subcontract* by the *Main Contractor*, which assuming the breach has actually occurred, has been caused, or contributed to, by an act or omission (including breach of the *Main Contract*) of the *Principal*; or
 - (ii) a direction given by the *Subcontractor Superintendent*, or by or on behalf of the *Main Contractor*, relating to a particular subject matter in circumstances where a direction has been given by or on behalf of the *Principal* (including but not limited to directions given by the *Main Contract Superintendent* under the *Main Contract*) to the *Main Contractor* relating, in whole or part, to that subject matter, the *Superintendent*, may, within 27 days after receipt of the notice under subclause 42.1, give notice to the *Subcontractor* stating that subclause 43.2 applies in relation to the dispute.

43.2 Procedure for Main Contract related disputes

If a notice is given under subclause 43.1 stating that this subclause 43.2 applies, clauses 42.2 to 42.4 will not apply and:

- a) subject to subclause 43.3 the *Main Contractor* shall:
 - (i) take such steps as are reasonably necessary to progress the *Subcontractor's* dispute under the *Main Contract*;
 - (ii) regularly consult with the *Subcontractor* to ascertain its views as to the progression of the *Subcontractor's* dispute; and
 - (iii) use its reasonable endeavours to ensure that the *Subcontractor's* views, where relevant, are put to any mediator or expert appointed under the *Main Contract Dispute Procedures* or any court which may hear any matter relating to the *Subcontractor's* dispute as between the *Principal* and the *Main Contractor*; and
- b) the *Subcontractor* shall;
 - (i) comply with the *Main Contractors'* reasonable requirements relating to the conduct of the *Main Contract Dispute Procedures* or any relevant court proceedings insofar as they relate to the *Subcontractor's* dispute;
 - (ii) indemnify the *Main Contractor* against all costs and expenses incurred by the *Main Contractor* in complying with paragraph (a); and

- (iii) from time to time as required by the *Main Contractor*, lodge with the *Main Contractor* reasonable cash or other security against the costs and expenses referred to in sub-paragraph (b) (ii).

43.3 Further procedures

Where subclause 43.2 applies, the following provisions also apply;

- a) the *Main Contractor* shall not without the prior consent of the *Subcontractor* (such consent not to be unreasonably withheld) agree to a settlement with the *Principal* or any other relevant person of the *Subcontractor's* dispute; and
- b) where a determination is made in relation to the *Subcontractor's* dispute as between the *Principal* and the *Main Contractor*:
 - (i) if the determination is not final and binding upon the *Main Contractor*:
 - (A) the *Main Contractor* is not obliged to appeal against the determination unless the *Subcontractor* gives a notice to the *Main Contractor* requiring such an appeal:
 - (1) within such time as to reasonably enable the *Main Contractor* to comply with any relevant requirements relating to the time for commencement of such appeals; and
 - (2) which contains any particulars required to reasonably enable the *Main Contractor* to progress the appeal in accordance with any relevant requirements; and
 - (B) the *Subcontractor* and the *Main Contractor* shall be bound by and are to give effect to the determination including any findings as to law or fact and will not be entitled to make any *claim* arising out of or in connection with the subject matter of the *Subcontractor's* dispute unless and until the *Subcontractor* is notified that the determination is not accepted by the *Main Contractor* or the determination is reversed, overturned or otherwise changed on appeal as between the *Principal* and *Main Contractor*; and
 - (ii) if the determination is final and binding upon the *Main Contractor*, the:
 - (A) *Subcontractor* and the *Main Contractor* shall be bound by and are to give effect to the determination including any findings as to law or fact; and
 - (B) the *Subcontractor* will not be entitled to make any *claim* (whether under the *Subcontract* or otherwise at law (including for negligence) or in equity) arising out of or in any way in connection with the subject matter of the *Subcontractor's* dispute.

44 Summary relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the *Subcontract* or to seek injunctive or urgent declaratory relief.

45 Waiver of conditions

Except as provided at law or in equity or elsewhere in the *Subcontract*, none of the provisions of the *Subcontract* shall be varied, waived, discharged or released, except with the prior written consent of the parties.

The *Subcontractor* agrees with the *Main Contractor* that any conduct or election of the *Main Contractor* that is inconsistent with any of the *Main Contractor's* rights under this *Subcontract* does not represent any abandonment or waiver of the *Main Contractor's* right to conduct itself or make any election consistently with its rights under this *Subcontract* at any future time.

46 Services and facilities

46.1 Provision of services and facilities

The *Main Contractor* and the *Subcontractor* shall provide, in good order and working condition, the services and facilities stated in *Item 36* as being provided by that party.

Except as provided in this clause or elsewhere in the *Subcontract*, the *Subcontractor* shall provide all other services and facilities necessary for the execution and completion of *WUS*.

The *Subcontractor* shall only use services or facilities provided by the *Main Contractor* for the carrying out of *WUS*.

46.2 Compliance

All services and facilities provided by the *Main Contractor* and the *Subcontractor* shall comply with all *legislative requirements* applicable from time to time to *WUS*.

46.3 Additional services or facilities

If pursuant to a request of the *Subcontractor*, the *Main Contractor* agrees to provide services or facilities additional to those provided by the *Main Contractor* in *Item 36*, the *Subcontractor* shall pay a reasonable charge (which shall not be less than the cost to the *Main Contractor*) for the provision of such additional services or facilities. The rates of hire and the conditions relating to their provision shall be agreed in writing prior to the provision of such additional services or facilities.

47 Occupational Health and Safety and Environment

Without limiting its other obligations under the *Subcontract*, including the obligations pursuant to clause 11, the *Subcontractor* shall:

- a) comply with all applicable occupational health and safety legislative requirements, occupational health and safety codes of practice and Australian Standards;
- b) promptly comply with any occupational health and safety requirement or request of the *Main Contractor* as notified by the *Superintendent* including for the submission of any occupational health and safety documentation by the *Subcontractor*;
- c) comply with all applicable *Environmental Law*;
- d) before commencing *WUS* on *site*, submit to the *Superintendent*:
 - (i) an occupational health and safety system manual;
 - (ii) a project specific occupational health and safety management plan;
 - (iii) a risk and hazard assessment;
- e) during the *WUS*, submit the following to the *Superintendent*:
 - (i) safe work method statements detailing the tasks to be completed by the *Subcontractor* in the performance of the *WUS*, assessing potential hazards associated with those tasks and detailing how those hazards will be eliminated or controlled;

- (ii) a skills and competency register confirming that the *Subcontractor's* employees are trained to a level of competency sufficient to ensure their own health and safety while on *site*;
- (iii) an electrical equipment register listing all electrical equipment the *Subcontractor* intends to bring onto the site and utilise in the performance of the *WUS* and recording all testing and maintenance of that equipment;
- (iv) a plant and machinery register specifying the equipment and appliances to be used by the *Subcontractor* in the performance of the *WUS*, including a risk assessment in relation to the use of such equipment and appliances and records of all testing and maintenance of that equipment;
- (v) a hazardous substances register, including safety material data sheets outlining all hazardous substances to be used by the *Subcontractor* on *site*;
- (vi) an induction register;
- (vii) a first aid register; and
- (viii) any other document, plan or register requested by the *Superintendent*;
- f) familiarise itself with the *Main Contractor's* induction process and occupational health and safety requirements and ensure that it, its employees, consultants and any *secondary subcontractor* have undergone an induction which is consistent with the *Main Contractor's* induction process and comply with those occupational health and safety requirements;
- g) attend any meeting as requested by the *Superintendent* for the purpose of discussing occupational health and safety or environmental issues in relation to the *WUS*;
- h) make available upon request by the *Superintendent* any documents relating to or in connection with occupational health and safety or environmental issues on *site*;
- i) promptly notify the *Superintendent* in writing of any accidents on *site* involving death or injury or of any near misses and, if requested, provide a written report in respect of the incident containing such information as may be requested by the *Superintendent*;
- j) notify the *Superintendent* in writing immediately after becoming aware of any environmental incident, harm, potential harm or any non compliance with the *Environmental Law* on *site* whether caused by the *Subcontractor* or others including the *Subcontractor's* personnel, secondary subcontractors or other contractors.
- k) Other than where the *WUS* is being carried out in the Australian Capital Territory, the *Subcontractor* acknowledges and agrees that for the purposes of the *OH&S Legislation*, the *Principal* has:
 - (i) appointed the *Main Contractor* as the OH&S principal contractor in respect of the *WUS* until the earlier of:
 - (A) the appointment by the *Principal* of another OH&S principal contractor for the *WUS* in accordance with the *OH&S Legislation*; and
 - (B) the *date of practical completion*; and
 - (ii) authorised the *Main Contractor* to manage and control the *site* where the *Main Contractor* will be carrying out the *WUS* to the extent necessary to discharge the duties imposed on an OH&S principal contractor under the *OH&S Legislation* for the *WUS*.

For the purposes of this paragraph (k), "OH&S principal contractor" means:

- (iii) if the *WUS* is being carried out in New South Wales, Victoria or Queensland "principal contractor" as defined in the relevant *OH&S Legislation*; or
- (iv) if the *WUS* is being carried out in Western Australia, "main contractor" as defined in the relevant *OH&S Legislation*.

The *Subcontractor* indemnifies the *Main Contractor* against any loss, damage, action, suit, claim, prosecution, demand, cause of action, proceedings or notice arising out of or in connection with a breach or an alleged breach of the *Subcontractor's* obligations under this clause 47.

Any breach by the *Subcontractor* of this clause 47 is a substantial breach of the *Subcontract*.

48 GST

48.1 GST Exclusive supplies

Unless otherwise stated in the *Subcontract* all dollar amounts are exclusive of GST.

Notwithstanding any other provision in this *Subcontract*, if any party to this *Subcontract* ("**Supplier**") is or becomes liable to pay GST in connection with any supplies made pursuant to this *Subcontract*, ("**the affected supplies**"):

- a) the Supplier may add to the price of all affected supplies the amount of GST for which the Supplier is or becomes liable in respect of those affected supplies, as calculated by Supplier in accordance with the GST law;
- b) the party providing consideration for the affected supplies ("**Recipient**") will pay the amounts or provide any other consideration required to be provided under other provisions of this *Subcontract* for the affected supplies (in this clause "the price") plus the calculated amount in respect of GST;
- c) the additional amount or amounts will be payable at the same time or times as the price is required to be provided to Supplier under the other provisions of this *Subcontract*; and
- d) the Supplier will issue a tax invoice which enables the Recipient, if permitted by the GST law, to claim a credit or refund of GST on the same date as the Recipient is required to pay the additional amounts.

48.2 Necessary adjustments

If the additional amount on account of GST recovered by the Supplier from the Recipient on any supply made under this *Subcontract* differs for any reason from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, including by reason of:

- a) an amendment to the GST Law;
- b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- c) a decision of any tribunal or court; and
- d) any adjustment to the consideration under this *Subcontract*,

the difference between the two said amounts will be payable by the Supplier or the Recipient as appropriate. Where an adjustment event (as defined in the GST Law) has occurred in relation to any supply under this *Subcontract*, the Supplier will provide an adjustment note to the Recipient within 10 *Business Days* of the date of the adjustment event.

48.3 Definitions

"GST", "GST Law" and other terms used in this clause 48 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, except that "GST Law" includes any applicable rulings issued by the Commissioner of Taxation.

48.4 General

Notwithstanding any other provision of this *Subcontract*, a party will not be obliged to pay any amount in respect of GST to the other party (whether under this clause 48 or otherwise) unless and until a tax invoice that complies with the GST Law has been issued by the Supplier in respect of that taxable supply.

49 Proportionate liability

- a) To the maximum extent permitted by law:
 - (i) the parties agree that, if the work is being performed in New South Wales, Victoria or the Australian Capital Territory, the operation of the *Proportionate Liability Legislation* is excluded in relation to all and any rights, obligations and liabilities under the *Subcontract* whether such rights obligations or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at law;
 - (ii) to the extent, notwithstanding clause 49(a)(i), the *Proportionate Liability Legislation* applies:
 - (A) the *Subcontractor* acknowledges and agrees that it is entirely and solely responsible for any failure to take reasonable care on the part of any of its *Associates*; and
 - (B) the *Subcontractor* undertakes to the *Main Contractor*, as a separate and independent obligation, to:
 - (1) rectify or complete any of the *WUS* which is defective, incomplete or otherwise not in conformance with the requirements of the *Subcontract*; or
 - (2) compensate the *Main Contractor* for any costs, loss or expense incurred as a result of having such work rectified or completed by others.
- b) Without limiting subclause 49(a)(i) or subclause 49(a)(ii), the *Subcontractor* indemnifies the *Main Contractor* and its *Associates* for the difference (if any) between:
 - (i) the amount of any loss which, but for the *Proportionate Liability Legislation*, the *Main Contractor* or its *Associates* would have been entitled to recover from the *Subcontractor* arising out of or in connection with an act or omission of the *Subcontractor* or its *Associates* under this *Subcontract*; and
 - (ii) the liability of the *Subcontractor* to the *Main Contractor* and its *Associates* as determined by the court or tribunal pursuant to the *Proportionate Liability Legislation* arising out of or in connection with such act or omission of the *Subcontractor*.

50 Licences

50.1 Licence Requirement

- a) The *Subcontractor* shall hold and maintain all permits and licences required to lawfully undertake *WUS*.
- b) If the *site* is located in Queensland, the *Subcontractor* shall not perform any *WUS* which requires a licence under the *Queensland Building and Construction Commission Act 1991* (Qld) ("**QBCC Act**") unless it holds a licence of the appropriate class from the QBCC permitting the *Subcontractor* to carry out that work.

50.2 Breach of licence requirements

If the *Subcontractor* is unable to perform any *WUS* which requires a licence because it has failed, refused or been unable to obtain a licence, has had its licence suspended or cancelled, has had conditions imposed on its licence or is otherwise in breach of clause 50.1, the *Main Contractor* may, without giving a notice to show cause, exercise a right under subclause 39.4(a) or (b).

51 Industrial Relations

- a) The *Subcontractor* agrees that:
 - (i) subject to the direction of the *Main Contractor*, the *Subcontractor* will assume responsibility for and manage all aspects of industrial relations with respect to its employees and workers including but not limited to complying with the obligations of the *Subcontractor* in this clause;
 - (ii) it shall ensure that the rates of pay and terms and conditions of employment specified in all relevant industrial instruments and any relevant laws, for all employees and workers engaged by the *Subcontractor*, are always observed in full; and
 - (iii) it shall ensure that any directions given by the *Main Contractor* from time to time in relation to the *Subcontract Works*, the entry and exit of vehicles to and from the *site*, the delivery of materials to the *site*, the storage of materials at the *site*, the parking of vehicles at the *site*, and all other such matters affecting the project as a whole are strictly observed.
- b) The *Main Contractor* may request the *Subcontractor* to provide documents to or confirming compliance by the *Subcontractor* with the obligations pursuant to clause 51(a) and the *Subcontractor* must promptly comply with any such request.
- c) If the *Main Contractor* incurs a delay, loss or damage a cause of which is any industrial dispute involving the *Subcontractor's* employees, workers, agents or *secondary subcontractors*, the *Subcontractor* shall be wholly liable for the delay and any additional cost incurred by the *Subcontractor* including additional wages for its workers and any loss or damage incurred by the *Main Contractor* as a debt due and payable from the *Subcontractor* to the *Main Contractor*.
- d) The *Subcontractor* shall not be entitled to any payment, damages or compensation as a result of any industrial dispute that affects the *WUS*.
- e) The *Subcontractor* acknowledges and agrees that the *subcontract sum* allows for all payments to be made to its employees and workers in accordance with all terms and conditions stated in any applicable industrial instrument or laws.
- f) Without limiting its obligations under clause 32 or otherwise under the *Subcontract*, the *Subcontractor* shall co-ordinate the *WUS* with the *Main*

Contractor's program and make available the necessary workforce to maintain the progress of the works in accordance with the main contract program.

- g) The *Subcontractor* must indemnify the *Main Contractor* against any cost, loss, damage or claim arising out of or in connection with a breach of the *Subcontractor's* obligations under this clause 51.

52 National Code of Practice for the Construction Industry

Unless expressly provided for otherwise in *Item 37* of Annexure Part A, the *Subcontractor* shall comply with the following provisions of this clause 52:

- a) The *Subcontractor* acknowledges that the *Main Contractor*:
 - (i) is obliged to comply with the National Code of Practice for the Construction Industry ("**Code**") and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry ("**Guidelines**") on the project in order to undertake present and future Australian Government directly or indirectly funded construction projects; and
 - (ii) is required by the Code and the Guidelines to require all *subcontractors* engaged by the *Main Contractor* to perform work on this project to comply with the Code and the Guidelines.
- b) The *Subcontractor*:
 - (i) warrants that at the time that it entered into the *Subcontract* the *Subcontractor's* work practices and the industrial instruments (as defined in the Guidelines) to which the *Subcontractor* is a party comply with the Code and the Guidelines; and
 - (ii) shall whilst carrying out *WUS*, continue to comply with the Code and the Guidelines on this project and on any other project where the *Subcontractor* is required to comply with the Code and the Guidelines.

Copies of the Code and the Guidelines are available at www.workplace.gov.au/building.

- c) Compliance with the Code or the Guidelines shall not relieve the *Subcontractor* from responsibility to perform the *Subcontract* and works under the *Subcontract* or from liability for any defect in the *Subcontract Works* arising from compliance with the Code or the Guidelines.
- d) Where a change in the *Subcontract* is proposed and that change would affect compliance with the Code or the Guidelines, the *Subcontractor* shall submit a report to the *Main Contractor* specifying the extent to which the *Subcontractor's* compliance with the Code or the Guidelines will be affected.
- e) The *Subcontractor* shall maintain adequate records of the compliance with the Code and Guidelines by:
 - (i) the *Subcontractor*;
 - (ii) any *secondary subcontractors* engaged by the *Subcontractor* to perform any of the work under the *Subcontract* or on or in connection with the project; and
 - (iii) its related entities (as defined in the Guidelines) which are or will be performing works under the *Subcontract* or on or in connection with the project.

- f) For the purpose of monitoring the *Subcontractor's* compliance with the Code and Guidelines ("**Compliance Purpose**"), the *Subcontractor* shall permit a person occupying a position in the Office of the Australian Building and Construction Commissioner ("**ABCC**") to which that person is appointed under the *Building and Construction Industry Improvement Act 2005 (Cth)* , full access to the place or places at which works under the *Subcontract* are being or have been carried out and to any place of business where documents relevant to a Compliance Purpose are held or located.
- g) Without limiting paragraph (f), the *Subcontractor* shall permit the ABCC to:
- (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the project and work under the *Subcontract*;
 - (iii) interview any person;
 - (iv) request the *Subcontractor* to produce a specified document within a specified period, being not less than 14 days in person, by fax or by post,
- as is necessary for a Compliance Purpose.
- h) For the purpose of monitoring compliance with the Code and Guidelines by:
- (i) related entities (as defined in the Guidelines) of the *Subcontractor* engaged on or in connection with the project or work under the *Subcontract*; and
 - (ii) *secondary subcontractors* engaged by *Subcontractor* on or in connection with the project or work under the *Subcontract* ("**Third Party Compliance**"),
- the *Subcontractor* agrees to require that its *secondary subcontractors* and its related entities (as defined in the Guidelines) permit the ABCC:
- (iii) full access to the place or places at which work under the *Subcontract* or in connection with the project are being or have been carried out and to any place of business where documents relevant to Third Party Compliance are held or located; and
 - (iv) without limiting paragraph (h)(iii) hereof:
 - (A) to inspect any work, material, machinery, appliance, article or facility
 - (B) inspect and copy any record relevant to the project and work under the *Subcontract*;
 - (C) interview any person;
 - (D) request such subcontractor or related entity (as defined in the Guidelines) to produce a specified document within a specified period, being not less than 14 days, in person, by fax or by post,
- as is necessary for Third Party Compliance.
- i) The *Subcontractor* shall ensure that all *secondary subcontracts* to which it is a party in connection with the project or work under the *Subcontract* impose obligations on *secondary subcontractors* party to such contracts equivalent to the obligations imposed on the *Subcontractor* under paragraphs (a) to (i) hereof.

53 Indemnities

- a) Each indemnity in this *Subcontract* is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this *Subcontract*.

- b) It is not necessary for the *Main Contractor* to incur expense or to make any payment before enforcing a right of indemnity conferred by this *Subcontract*.
- c) The *Subcontractor* must pay the *Main Contractor*, any sum claimed by the *Main Contractor* pursuant to an indemnity on demand from the *Main Contractor* and without any deduction or set-off.
- d) The *Main Contractor* holds for itself and on trust for the *Main Contractor's Associates*, the *Principal* and the *Principal's Associates*, the benefit of each indemnity in this *Subcontract* expressed to be for the benefit of the *Main Contractor's Associates*, the *Principal* and the *Principal's Associates*.

54 Project Bank Accounts

- a) If the *Site* is in Queensland, the *Subcontractor* acknowledges the *Main Contract* may:
 - (i) be a *Project Bank Account Contract* under the relevant *SOP Legislation*; and/or
 - (ii) become a *Project Bank Account Contract* under the relevant *SOP Legislation* upon the issue of a variation or other amendment (adjustment to the *Main Contract Sum*).
- b) The *Subcontractor* acknowledges that, by executing this *Subcontract*, it has been provided all relevant and required information under the *SOP Legislation* from the *Main Contractor* regarding the *Project Bank Account* prior to entering into this *Subcontract*.
- c) The *Subcontractor* must:
 - (i) provide the *Main Contractor* with all information it reasonably requires in order to administer the *Project Bank Account* within five (5) *Business Days* of the *Date of the Subcontract*, or within five (5) *Business Days* from the date of execution of the *Subcontract* by the *Subcontractor* – whichever is earliest;
 - (ii) provide the *Main Contractor* with all assistance and information necessary to administer and operate the *Project Bank Account* during the time in which the *Project Bank Account* is active, including:
 - (A) notifying the *Main Contractor* within three (3) *Business Days* of becoming aware of a change in information that may impact the *Main Contractor's* requirements under the *SOP Legislation*;
 - (B) providing all information or other matters requested by the *Main Contractor* in relation to the *Project Bank Account* within three (3) *Business Days* of receipt of a request from the *Main Contractor* in writing;
- d) The *Subcontractor* indemnifies the *Main Contractor* against all damage, expense (including lawyer's fees and expenses on a solicitor/client basis), loss (including consequential, economic and pure economic loss) or liability of any nature suffered or incurred by the *Main Contractor* arising out of a failure by the *Subcontractor* to comply with its obligations under this clause.

55 Director's Guarantee

- a) The *Guarantor* personally guarantees to the *Main Contractor*, as a primary obligation and not as surety, the due observance and performance by the

Subcontractor of all of its obligations contained or implied in the *Subcontract* with the *Subcontractor*.

- b) If for any reason, the *Subcontractor* does not pay any amount owing to the *Main Contractor*, the *Guarantor* will immediately on demand pay the amount owing to the *Main Contractor*.
- c) Upon executing the *Formal Instrument of Agreement*, the *Guarantor* acknowledges that it has obtained independent legal advice and that it has read and understood the terms and conditions prior to entering into this guarantee and agree to be bound by those terms and conditions.
- d) This guarantee shall constitute an unconditional and continuing guarantee and accordingly shall be irrevocable and remain in full force and effect until any outstanding obligations and/or moneys owing to the *Main Contractor* by the *Subcontractor* have been fully paid, satisfied and performed.

**ANNEXURE to the Australian Standard
Subcontract Conditions**

Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Subcontract*, is to be attached to the Subcontract Conditions and shall be read as part of the *Subcontract*.

Item

- | | | |
|----|--|---|
| 1 | <i>Main Contractor
(clause 1)</i> | ATG PROJECT & PROPERTY SOLUTIONS PTY LTD
.....
ACN 94 160 517 493..... |
| 2 | <i>Main Contractor's address</i> | Level 3, 127 George Street, Brisbane QLD 4000.....
..... |
| 3 | <i>Subcontractor
(clause 1)</i> | M7 Walls & Ceilings Pty Ltd
ABN 83 608 881 269 |
| 4 | <i>Subcontractor's address</i> | 19 Grenaside Court, QLD 4226 |
| 4A | <i>Guarantor
(clause 56)
Guarantor's address</i> | Matt Bolton

19 Grenaside Court, QLD 4226 |
| 5 | <i>Superintendent
(clause 1)</i> | ATG PROJECTS PROJECT MANAGER: Gary Hughes
.....
.....
..... |
| 6 | <i>Superintendent's
address
Email
Phone</i> | Level 3, 127 George Street, Brisbane QLD 4000
Gary.hughes@atgprojects.com.au
(07) 3210 0024 OR 0478 810 400..... |
| 7 | <i>Superintendent's Representative's
address
Email
Phone</i> | ATG PROJECTS COORDINATOR: Tom Kaiser
Level 3, 127 George Street, Brisbane QLD 4000
Tom.kaiser@atgprojects.com.au
(07) 3210 0024 OR 0480 260 133..... |

LSM

- 9 *Principal*
(clause 1) AMP Capital Funds Management Limited (ACN 159 557 721) as respons
Property Fund I (ABN 92 361 304 513), of 33 Alfred Street, Sydney, New
AMP Capital Funds Management Limited (ACN 159 557 721) as respons
Centre Fund (ABN 98 275 953 042) of 33 Alfred Street, Sydney, New So
Commonwealth Superannuation Corporation (ABN 48 882 817 243) as tr
682 603 202) of Level 24, AMP Sydney Cove Building, 33 Alfred Street, S
(together the Principal)
- 10 *Principal's address* 33 Alfred Street, Sydney New South Wales 2000
- 11 (a) *Date for practical completion*
(clause 1) 02/04/21 refer to tender interview minutes for further milestone
dates
OR
(b) *Period of time for practical completion*
(clause 1)
- 12 *Governing law*
(clause 1) Queensland
If nothing stated, that of the jurisdiction where the *site* is located
- 13 (a) *Currency*
(clause 1) Australian
If nothing stated, that of the jurisdiction where the *site* is located
(b) *Place for payments*
(clause 1)
If nothing stated, the *Main Contractor's* address
(c) *Place of business of bank*
(clause 1)
If nothing stated, the place nearest to where the *site* is located
- 14 *Bills of quantities*
(subclause 2.3)
(a) *Alternative applying*
(subclause 2.3) Bill of quantities does not form part of the subcontract
If nothing stated, Alternative 1 applies
(b) *If Alternative 2 applies, is the bill of quantities to be priced?*
(subclause 2.3) No/Yes (delete one)
If neither deleted, the *bill of quantities* shall not be priced
(c) *Lodgement time*
(subclause 2.4(b))
If nothing stated, 21 days after the *date of the Contract*
- 15 *Quantities in schedule of rates, limits of accuracy*
(subclause 2.5(b)) Upper Limit.....
Lower Limit.....
- 16 *Provisional sum, percentage for profit and attendance*
(clause 3)0 %

LSM

† 17 *Subcontractor's security*

- | | |
|--|--|
| (a) Form
(clause 5) | Retention moneys |
| (b) Amount or maximum percentage of <i>subcontract sum</i>
(clause 5) | 5% of the <i>subcontract sum</i> (as adjusted) |
| (c) If retention moneys, percentage of each <i>progress certificate</i>
(clause 5 and subclause 37.2) | Site is located in Queensland, 10%, until the limit in <i>Item 19(b)</i> |
| (d) Time for provision (except for retention moneys)
(clause 5) | Not Applicable |
| (f) <i>Subcontractor's security</i> upon <i>certificate of practical completion</i> is reduced by
(subclause 5.4) | 50% of amount held |

† 18 *Service of notices*
(clause 7)

- (a) Subcontractor email(s):
- (b) Superintendent & superintendents representative's emails detailed in **Item 6** and **Item 7**.

19 *Main Contractor-supplied documents*
(subclause 8.2)

Document	No. of copies
1 Project Specifications	Procure or Email
2 Project Schedules	Procure or Email
3 Project Drawings	Procure or Email
4 RFIs Responses	Procure or Email
5 Principals PPRs	Procure or Email
6 Construction Programme	Procure or Email

20 *Time for Superintendent's direction about documents*
(subclause 8.3)

.....
If nothing stated, 21 days

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

21 *Secondary subcontract work*
 requiring approval
 (subclause 9.2)
.....
.....

If nothing stated, all secondary subcontract work

22A *Suppliers Warranty (subclause 9.6)* The *Subcontractor* shall procure warranties for the following
items:
.....
.....

If nothing stated, all warranty requirements for the WUS in
accordance with the Contract documents.

23 *Legislative requirements*
 (a) Those already excepted under
 the *main contract*
 (subclause 11.1)

 (b) Those excepted under the
 Subcontract
 (subclause 11.1)

 (c) Identified *WUS*
 (subclause 11.2(a)(ii))

24 *Public liability insurance*
 (clause 17)
 Amount per occurrence shall
 be not less than \$

If nothing stated, then not less than \$20,000,000

25 *Time for giving non-exclusive* withindays after execution of the *Formal*
 possession *Instrument of Agreement*
 (subclause 24.1) If nothing stated, 14 days

26 *Quality Assurance System* A Quality Assurance System is required
 (subclause 29.2) If nothing stated, is required

† 27	(a) <i>Subcontract liquidated damages</i> (subclause 34.7)	SP 2A MM1	\$950.00 per calendar day
		SP 2B MM2	\$950.00 per calendar day
		SP 2C MM3	\$950.00 per calendar day
		SP 2D Amenities	\$950.00 per calendar day
		SP 2E L5 & L6	\$950.00 per calendar day
		SP 2F Common Area L2 & L4	\$950.00 per calendar day

The maximum Subcontract Liquidated Damages will be \$4,100 per day for every day of delay, with no cap in the total value of the calculation.

‡(b)	<i>Main contract liquidated damages</i> (subclause 34.7A)	SP 2A MM1	\$2,602.74 per calendar day
		SP 2B MM2	\$1,863.01 per calendar day
		SP 2C MM3	\$958.90 per calendar day
		SP 2D Amenities	\$500.00 per calendar day
		SP 2E L5 & L6	\$1,150.68 per calendar day
		SP 2F Common Area L2 & L4	\$500.00 per calendar day

The maximum Main Contract Liquidated Damages will be \$3,200 per day for every day of delay, with no cap in the total value of the calculation.

29	Delay damages (subclauses 33.4 and 34.9)	Rate.....
		 Limit of \$1,000 per day

30	<i>Defects liability period</i> (clause 35)	means:
		(a) if there are no <i>separable portions</i> , the period from 4pm on the <i>date of practical completion</i> until:
		i) in the case of Category 1 defects within the meaning of the QBCC Act, seven years after the <i>date of practical completion</i> ;
		ii) for all other defects, the later of:

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

‡ Delete is optional subclause 34.7A is deleted

LSM

A) 12 months after the *date of practical completion*; and

B) 12 months after the date that a final occupancy certificate in respect of the whole of the *main contract works* has been issued; and

(b) if there are *separable portions*, the period from 4pm on the *date of practical completion* of that *separable portion* until:

i) in the case of Category 1 defects within the meaning of the QBCC Act, seven years after the *date of practical completion*;

ii) for all other defects, the later of:

A) 12 months after the *date of practical completion* of the last *separable portion* to achieve *practical completion*; and

B) 12 months after the date that a final occupancy certificate in respect of the whole of the *main contract works* has been issued.

31 Payment claims
(subclause 37.1)

(a) Times for payment claims

Every two weeks for WUS done to the claim date. Claim date schedule below:

	M7 Claim		ATG Schedule		ATG Payment	
Progress Claim 1	Wednesday	24/02/2021	Wednesday	3/03/2021	Wednesday	10/03/2021
Progress Claim 2	Wednesday	10/03/2021	Wednesday	17/03/2021	Wednesday	24/03/2021
Progress Claim 3	Wednesday	24/03/2021	Wednesday	31/03/2021	Wednesday	7/04/2021
Progress Claim 4	Wednesday	7/04/2021	Wednesday	14/04/2021	Wednesday	21/04/2021
Progress Claim 5	Wednesday	21/04/2021	Wednesday	28/04/2021	Wednesday	5/05/2021
Progress Claim 6	Wednesday	5/05/2021	Wednesday	12/05/2021	Wednesday	19/05/2021
Progress Claim 7	Wednesday	19/05/2021	Wednesday	26/05/2021	Wednesday	2/06/2021
Progress Claim 8	Wednesday	2/06/2021	Wednesday	9/06/2021	Wednesday	16/06/2021

OR

(b) Stages of WUS for payment claims

Not applicable

31A Business Days after receiving payment claim for payment
(subclauses 37.2A(b)(ii) & 37.2A(c)(ii))

If the *site* is located within Queensland, 25 Business Days.

32 Unfixed plant and materials for which payment claims may be made
(subclause 37.3)

None

LSM 1

- 33 Interest rate on overdue payments 5 % per annum
(subclause 37.5)
- 34 [Not used]
- 35 [Not used]
- 36 Services and facilities The services and facilities provided by the Main Contractor and
(clause 46) *Subcontractor* are detailed with the tender interview minutes
annexure.
- 37 Compliance with Code and Guidelines The *Subcontractor* must comply with requirements of Clause 52.
(Clause 52)
- 38 This subcontract will be subject to No
payments out of a Project Bank
Account

Part B

Annexure to the Australian Standard Subcontract Conditions

SUBCONTRACTOR'S WARRANTY

THIS DEED POLL is made on, 20.....

BY ABN

OF (*Subcontractor*).

BACKGROUND

- A. ATG Project & Property Solutions Pty Ltd (*the Main Contractor*) has entered into an agreement with Pty Ltd (*the Principal*) for the project described in Schedule 1 below (*Project*).
- B. The *Subcontractor* has entered into an agreement with the *Main Contractor* (*Subcontract*) for the execution and completion of the works and services described in Schedule 1 below (*Subcontract Works*) for the *Project*.

OPERATIVE

1. The *Subcontractor* represents and warrants to the *Principal*, the *Main Contractor* and any other beneficiaries named in Schedule 1:
 - a) that the *Subcontractor* will perform its obligations under the *Subcontract* to a standard of care, skill, judgment and diligence commensurate with a competent contractor experienced in work of a similar nature to the work under the *Subcontract*;
 - b) that the *Subcontractor* will perform its obligations under the *Subcontract* in accordance with the *Subcontract* and all applicable legislative requirements;
 - c) that the *Subcontractor* will construct the *Subcontract Works* in accordance with the requirements under the *Subcontract* using goods and materials of merchantable quality, which are fit for the purpose required: and
 - d) the *Subcontract Works* when completed will be free from defects and deficiencies.
2. The obligations under this Deed Poll are additional to the *Subcontractor's* obligations under the *Subcontract* and do not derogate from those obligations in any way.
3. The persons named in Schedule 1 may assign the benefits and rights accrued under this Deed Poll at any time and in their absolute discretion.
4. This Deed Poll is governed by the laws of the State or Territory described in Schedule 1 below.

Schedule 1	
Subcontract Works	Carpentry Timber Flooring
Project	Carpentry Timber Flooring
Beneficiaries	

LSM J

Governing law	<i>(if nothing stated, the State or Territory in which the Site is located)</i>
Persons who may assign the benefits and rights	<i>Principal, Main Contractor, Beneficiaries</i>

EXECUTED AS A DEED POLL:

Executed by

M7 Walls & Ceilings Pty Ltd (ABN 83 608 881 269)

in accordance with section 127(1) of the
Corporations Act 2001 in the presence of:

 Signature of director

 Signature of witness

 Name of director (please print)

 Name of witness (please print)

SUPPLIER'S WARRANTY

THIS DEED POLL is made on 20.....
BY ACN
OF (**Supplier**).

BACKGROUND

- A. ATG Project & Property Solutions Pty Ltd (**the Main Contractor**) has entered into an agreement with Pty Ltd (**the Principal**) for the project described in Schedule 1 below (**Project**).
- B. The *Main Contractor* has engaged the *Subcontractor* described in Schedule 1 below (**Subcontractor**) to carry out work on the *Project*.
- C. The *Subcontractor* has engaged the *Supplier* supply the product described in Schedule 1 below (**Product**) in accordance with the Specification referred to in Schedule 1 (**Specification**) for the *Project*.

OPERATIVE

1. The *Supplier* represents and warrants to the *Principal*, the *Main Contractor*, the *Subcontractor* and any other beneficiaries named in Schedule 1 that upon delivery to the *Subcontractor* or upon installation if applicable:
- a) the *Product* will meet the requirements of the *Specification*;
 - b) the *Product* will be of merchantable quality;
 - c) the *Product* will be fit for the purpose required; and
 - d) the *Product* will be free from defects and deficiencies.
2. The persons named in Schedule 1 may assign the benefits and rights accrued under this Deed Poll at any time and in their absolute discretion.
3. This Deed Poll is governed by the laws of the State or Territory described in Schedule 1

Schedule 1	
Subcontractor	M7 Walls & Ceilings Pty Ltd
Project	Carpentry Timber Flooring
Specification	• is dated • titled and • consists of pages, except in the event it has been amended the <i>Specification</i> shall mean the Specification as amended.
Beneficiaries	
Governing law	Queensland
Persons who may assign the benefits and rights	<i>Subcontractor, Main Contractor, Principal, Beneficiaries</i>

LSM ✓

EXECUTED AS A DEED POLL:

Executed by

[insert name of SUPPLIER] (ACN) in
accordance with section 127(1) of the
Corporations Act 2001 in the presence of:

Signature of director

Signature of witness

Name of director (please print)

Name of witness (please print)

SUBCONTRACTOR RELEASE

(Clause 37.2A)

THIS DEED POLL is made on, 20..... by
..... of M7 Walls & Ceilings Pty Ltd ABN 83 608 881
269 of 19 Grenaside Court, QLD 4226 ("the Subcontractor")
in favour of:

ATG Project & Property Solutions Pty Ltd ABN 94 160 517 493 of Level 3, 127 George Street,
Brisbane, QLD

1 Meanings

Terms in this Deed Poll have the meaning given in this clause and if not given in this clause will have the meaning given in the Subcontract, as the context requires.

Subcontract means the subcontract between ATG Project & Property Solutions Pty Ltd and the Subcontractor dated 11/02/2021 number 1200028-011

Work under the Subcontract means the work which the Subcontractor is or may be required to carry out and complete under the Subcontract and includes variations, remedial work, construction plant and temporary works, and like words have a corresponding meaning.

2 Release & Indemnity

- 2.1 The Subcontractor agrees that its only entitlement to payment in respect of the Work under the Subcontract is as follows:

Original Subcontract Sum	\$.....
Total of all adjustments & approved variations	\$.....
Final Subcontract Sum	\$.....
Less previous net payments	(\$.....)
Final balance owing (inclusive of retention)	\$.....
Less retention terms (< .. >% of \$< .. >)	(\$.....)
Final balance owing (exclusive of retention)	\$.....

- 2.2 The Subcontractor, subject to receipt of the sum of \$ <insert sum> being the final balance owing (exclusive of retention) in the terms of the Subcontract:

2.2.1 unconditionally releases and discharges ATG Project & Property Solutions Pty Ltd and ATG Project & Property Solutions Pty Ltd's Representative from all claims, demands, debts, accounts, costs, liens, actions and proceedings whether known or unknown which the Subcontractor has or might have against ATG Project & Property Solutions Pty Ltd or ATG Project & Property Solutions Pty Ltd's Representative howsoever arising under the Subcontract or out of its performance except for a claim for return of retention monies and remaining security (if any) after the issue of a final certificate or final payment statement as the Subcontract may require; and

2.2.2 indemnifies ATG Project & Property Solutions Pty Ltd and ATG Project & Property Solutions Pty Ltd's Representative and their officers, servants and agents, from and against all claims, demands, debts, accounts, expenses, costs, liens, actions and proceedings, whether known or unknown, by any person, corporation or firm howsoever arising under the Subcontract or out of its performance.

- 2.3 The Subcontractor acknowledges and agrees that this release does not relieve it from any of its obligations under the Subcontract including its obligations to rectify Defects during the Defects Liability Period.

3. This Deed Poll is governed by the laws of the State or Territory where the Work under the Subcontract was carried out.

LSM

EXECUTED AS A DEED POLL:

Executed by

M7 Walls & Ceilings Pty Ltd (ABN 83 608 881 269) in accordance with section 127(1) of the *Corporations Act 2001* in the presence of:

Signature of director

Signature of witness

Name of director (please print)

Name of witness (please print)

LSM - J

**PRO FORMA STATEMENT TO BE SUBMITTED WITH EACH PAYMENT CLAIM INCLUDING THE FINAL
PAYMENT CLAIM**

SUBCONTRACTOR'S STATEMENT

Written Statement

Subcontractor: **M7 Walls & Ceilings Pty Ltd** ABN: 83 608 881 269 (*Business name*) of 19 Grenaside Court,
QLD 4226 (*Address of subcontractor*)

has entered into a contract with **ATG Project & Property Solutions Pty Ltd** ABN 94 160 517 493 of Level 3,
127 George Street, Brisbane, QLD (*Business name of principal contractor*)

Contract number: 1200028-011 ("**Contract**") _____

This Statement applies for work between: ____ / ____ / ____ and ____ / ____ / ____ inclusive,

the subject of the payment claim dated: ____ / ____ / ____

Declaration

I, a Director or a person authorised by the
Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to
know the truth of the matters which are contained in this Subcontractor's Statement and declare the
following to the best of my knowledge and belief:

1. All remuneration and other entitlements payable to employees engaged on the work under
the Contract during the period outlined above have been paid.
2. All moneys due and payable to subcontractors, suppliers and consultants to the
Subcontractor in connection with work under the Contract have been paid.
3. All relevant taxes including any pay-roll tax due, duties, statutory fees, charges and other
amounts payable by the Subcontractor arising out of or in connection with the Contract or
the work under the Contract have been paid.
4. The Subcontractor has and will maintain in force valid workers compensation insurance
policy, as indicated on the attached Certificate of Currency, in respect of work done in
connection with the Contract and has paid all workers compensation insurance premiums.

Signature

.....

Position/Title

Full Name

Date

ASM - J

Contract Sum Breakdown and Progress Claims

Item	Contract Item	Description	Quantity	UM	Unit Price	Extended Price
1	1	Prelims	1	LS	\$6,350.00	\$6,350.00
2	2	Carpentry Timber Flooring	1	LS	\$206,406.05	\$206,406.05
		TOTAL CONTRACT SUM (EXCLUDING GST)				\$212,756.05

The Subcontractor must submit each payment claim to the Superintendent by way of payapps (au.payapps.com), or as otherwise reasonably directed by the Superintendent.

The Subcontractor agrees that it has no Claim in relation to the use of the payapps service, including any subscription fee.

Tender Interview Minutes



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PM FORM
Project Management

Tenderers Questionnaire and Meeting Form

→ Tender Sum: Carpentry Flooring \$212,756.05

OVERVIEW

COP: \$562,243.95 + GST

Project Name: ISC Mini Majors

Interview Date: 09/02/2021

Works: Ceilings, Partitions, Linings, Carpentry, Doors & Hardware

Tenderer: M7 Interiors

Tender Sum: \$775,000 + GST

Tenderer QBCC No: 15016090

TENDERER CONTACT INFORMATION

Registered Address & Postcode 19 Grenaside Court, QLD 4226

ABN: 83 608 881 269

Phone No:

Representative Name: Matt Bolton

Representative Position: Director

Representative Phone No: 0416 732 032

Representative E-mail: matt@m7pty.com

Supervisor Name:

Supervisor E-mail:

Director (Guarantor): Matt Bolton

Director Address: 19 Grenaside Court, QLD 4226

TENDERER EMPLOYEE NUMBERS

- How many employees does the Tenderer have? 25 No. direct employees
- ATG require the tenderers employee qualifications, confirm this shall be provided on request? Yes ☒ No ☐
- Confirm the number of operatives that you anticipate would be required for the works on this project:
 - Carpentry Flooring - 4 No. operatives on average per working day
 - Level 3 Works - 6 No. operatives on average per working day
 - Level 5 & 6 Works - no operatives on average per working day

PROJECT DOCUMENTS & SCOPE

- Confirm your tender is based on the project documents listed in the attached document register. Yes ☒ No ☐
- Comments or clarifications in relation to any elements of your tender that conflict with the project documentation issued:
- Confirm your tender allows for all works detailed on the attached Scope of Works; this covers all items and supersedes all previous scopes, quotes and correspondence. Do you accept this? Yes ☐ No ☐
- Confirm your tender allows for all works to be compliant with current legislative requirements. This includes AS 1170.4 seismic restraints for non-structural elements. The building certifier may require this compliance to be stated on your Form-16. Do you accept this? Yes ☒ No ☐

PROGRAMME

- | | | |
|---|--|---|
| 1 | Tenderer has allowed for programming, staging, sequencing and coordination with other trades?
(Discuss the Construction Programme including separable portion where applicable) | Yes ☒ No ☐ |
| 2 | Tenderer has allowed for carrying out the works in line with the attached Construction Programme to ensure the works reach Practical Completion by the date for Practical Completion? | Yes ☒ No ☐ |
| 3 | Tenderer key dates extracted from the Construction Programme:
(a) a. Amenities, corridor & store ITW framing and floor framing: Start 22/02/21 - Complete 26/02/21
(b) b. Corridor & store plywood sheeting and stair: Start 01/03/21 - Complete 02/03/21
(c) c. Amenities perimeter wall framing, plywood & tile underlay: Start 08/03/21 - Complete 12/03/21
(d) d. MM1 & MM2 ITW framing: Start 09/03/21 - Complete 16/03/21
(e) e. MM3 ITW framing and floor framing: Start 15/03/21 - Complete 26/03/21
(f) f. Amenities Internal wall & ceiling framing: Start 15/03/21 - Complete 22/03/21
(g) g. L6 Workshop wall framing: Start 22/03/21 - Complete 26/03/21
(h) h. MM1 & MM2 ITW Sheet & Set: Start 25/03/21 - Complete 12/04/21 | |

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PM FORM
Project Management

Tenderers Questionnaire and Meeting Form

- (i) I. MM3 plywood floor sheeting: Start 29/03/21 – Complete 02/04/21
(j) J. Amenities Sheeting & Set: Start 29/03/21 – Complete 02/04/21
(k) K. L6 Workshop sheeting & Set: Start 05/04/21 – Complete 09/04/21
(l) L. MM3 ITW Sheeting & Set: Start 12/04/21 – Complete 27/04/21

4	Do you understand that you are required to maintain your work programme and if you should fall behind it, you are required to work additional overtime, at your own expense and with shift work if required, to recover and maintain the programme?	Yes ☒	No ☐
5	Do you accept that any nominated lead times are to be written into the Scope of Works and agreed to? (All other lead time items are the full responsibility of the Subcontractor who must adhere to the Construction Programme.)	Yes ☒	No ☐
6	Do you accept that any costs incurred by you due to inclement weather or industrial actions are your responsibility?	Yes ☒	No ☐
7	Do you accept that certain areas of work and/or loading of materials may be required to be done after hours?	Yes ☒	No ☐
8	Do you accept that some works may need to be completed out of sequence due to site logistics and programming and that any costs associated with out of sequence works are the responsibility of the Subcontractor?	Yes ☒	No ☐
9	Do you acknowledge and accept the following Project Site Working Days & Hours? (a) Monday to Friday, standard hours 5:30am to 6pm (b) Saturday, standard hours 7am to 3pm (c) Sunday and Public Holidays are not site working days (d) Refer to task specific requirements for public interface elements and noisy works	Yes ☒	No ☐
10	The Tenderer shall provide an adequate workforce on site to maintain the Subcontract Program. Additional hours as required to maintain the Subcontract Program may be required. All works are considered critical as other trades follow on.	Yes ☒	No ☐
11	Has the Tenderer availability to increase manpower? How?	Yes ☒	No ☐

SITE CONDUCT

1	The tenderer will attend meetings as required for the purposes of site coordination and maintaining programme. This will include pre-starts and weekly SC coordination meeting.	Yes ☒	No ☐
2	The tenderer will maintain a high level of supervision onsite to ensure works are handed over on time and to a high quality.	Yes ☒	No ☐
3	The Tenderer accepts that all works, shop drawings and samples shall be in accordance with the project documents. Any works not in accordance with these documents shall be clearly advised as an alternative and approved in writing prior to proceeding. Inclusion of alternatives in shop drawings or samples without identification and prior approval is not permitted and does not constitute acceptance.	Yes ☒	No ☐
4	The tenderer has allowed for all shop drawings including penetration drawings, where required?	Yes ☐	No ☒
5	The tenderer has allowed for penetrations, chases, caulking, fire rating, coring, saw cutting, protection of works during construction and when completed?	Yes ☐	No ☒
6	Tenderer has allowed for all materials handling?	Yes ☒	No ☐
7	Agreed what plant and equipment the Tenderer intends to have on site? (a) If Yes, these are: (b) Plant register and maintenance records shall be provided on request?	Yes ☒	No ☐
8	Has the Tenderer the availability to get extra equipment, if required?	Yes ☒	No ☐
9	Tenderer has allowed for all necessary task lighting for his own work? ATG to provide general site temporary lighting	Yes ☒	No ☐

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Tenderers Questionnaire and Meeting Form

10	Discuss and make appropriate notes in relation to storage area availability. - Site establishment plan discussed. - M7 to be given an allocated area for storage of materials & rubbish - Storage of minimal materials		
11	Discuss and make appropriate notes in relation to access conditions on site. - As per ATG site establishment plan - Complete ATG site induction on Hammertech prior to attending site		
12	Have you allowed for all off-site storage as required?	Yes ☐	No ☒
13	Clean Up: <u>AT the end of each working day.</u> A consistent clean-up is required to maintain a safe working environment. If at any time you fail to maintain a clean working environment, ATG may engage others to do so and the costs for the clean-up will be set off against your contract. Do you understand and accept this?	Yes ☒	No ☐
14	Noise Control: The building shall be operating through the Works. The tenderer has made allowance for undertaking at noisy works between 5.30am to 8.30am or by prior written approval at other times. No definitive classification has been provided on what is deemed noisy works. However, the general ethos is that noise levels cannot hamper or impact on the building user's ability to function without restriction. Based on this, we would anticipate that construction related noise more than 65dB would be deemed noisy works. Do you understand and accept this?	Yes ☒	No ☐
15	Dust Control: The building shall be operating the Works. The tenderer requires to take all required control measures to control dust generated from the works. Do you understand and accept this?	Yes ☒	No ☐
16	Environmental Control: A responsible approach must be taken by the tenderer to control the works from impacting on the surrounding environment; ensuring land, stormwater and wastewater is protected from pollutants such as sediment, concrete, cement, plaster, adhesives, paints, solvents and cleaning agents. Tenderers are responsible for developing and implementing their own environmental controls; including sediment trap/separation, wash down procedure and spill response procedure as appropriate for the works. They must be inspected and maintained / cleaned regularly to ensure the local environment is not being contaminated. Do you understand and accept this?	Yes ☒	No ☐
17	No parking is available free of charge within the building. Do you understand and accept this?	Yes ☒	No ☐
18	Material deliveries and waste removal must be out of the building's operational hours, permitted times are 5.30am to 8.30am or 6pm - 10pm or by prior written approval at other times. This must be agreed with ATG site foreman in advance. Do you understand and accept this?	Yes ☒	No ☐
19	Tenderer must allow for all Permits required by ATG, local authorities and governing bodies to complete your works, including Hot Works. Do you understand and accept this? <u>ISC & ATG permits only</u>	Yes ☒	No ☐
20	It is the tenderers representative's responsibility to communicate all agreements made here in this document with your company personnel. Do you understand and accept this?	Yes ☒	No ☐

COMMERCIAL

1	Do you understand and confirm that the Tender Sum is a Fixed Lump Sum for the Works?	Yes ☒	No ☐								
2	Please confirm acceptance of Day Labour Rates (inclusive of all overhead & margin): <table border="1"><thead><tr><th>Skilled Standard:</th><th>Non-Skilled Standard:</th><th>Skilled Overtime:</th><th>Non-Skilled Overtime:</th></tr></thead><tbody><tr><td>\$85.30 per Hour</td><td>\$55.30 per Hour</td><td>\$125.30 per Hour</td><td>\$95.30 per Hour</td></tr></tbody></table>	Skilled Standard:	Non-Skilled Standard:	Skilled Overtime:	Non-Skilled Overtime:	\$85.30 per Hour	\$55.30 per Hour	\$125.30 per Hour	\$95.30 per Hour	Yes ☒	No ☐
Skilled Standard:	Non-Skilled Standard:	Skilled Overtime:	Non-Skilled Overtime:								
\$85.30 per Hour	\$55.30 per Hour	\$125.30 per Hour	\$95.30 per Hour								
3	Do you accept that any rates, breakdowns, break-out pricing, provisional sums, prime cost items, as included in the Scope of Works, can be used to evaluating progress claims and variations?	Yes ☒	No ☐								
4	Do you confirm that you have, and will maintain, Public Liability, WorkCover and Motor Vehicle Insurances as per the Subcontract? (Certificates of Currency to be provided & updated as required)	Yes ☒	No ☐								

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PM FORM

Project Management

Tenderers Questionnaire and Meeting Form

5	Will you be outsourcing any part of your design work to a third party?	Yes ☒ No ☐
	If yes, do you confirm that they will provide their Professional Indemnity Insurance and sign a Tripartite Deed of Collateral Warranty? (copy available upon request)	Yes ☒ No ☐
6	Do you accept that Cash Retention will be held at a rate of 10% to maximum of 5% of the Subcontract Sum?	Yes ☒ No ☐
7	Do you understand and accept that Payment Claims must be submitted by the 25th day of each month for works carried out during that month up to the 25th (reference date). The scheduled sum will be paid by the end of the following month. Any payment claims submitted after the 25th will be considered payment claims for the following month, delaying payment by a further 30 days. All Subcontractors to ATG Project & Property Solutions Pty Ltd must use "au.payapps.com" to submit payment claims on ATG Project & Property Solutions Pty Ltd projects. Payapps have a subscription fee of \$30.00 + GST per month for the duration for the service. Do you understand this, agree to issue progress claims through payapps and accept the fee?	Yes ☒ No ☐ <i>14 day Payment accepted. Schedule to begin contract.</i>
8	Do you accept that the Subcontract must be signed before any payments are made?	Yes ☐ No ☐
9	Further to the Scope of Works, do you confirm that you have allowed for all Materials Handling (horizontal & vertical), Access requirements, Barricading, Site Measurements, Task Lighting, Protection of Works and Protection of adjacent surfaces?	Yes ☒ No ☐
10	Do you confirm that you have allowed for all your own Cranes, Scaffolding, Hoisting and Access Equipment (Except where specifically noted in the Scope of Works or Site Logistics Plans that these are to be provided by ATG)? M7 are to be responsible for all horizontal & vertical movements on and off site.	Yes ☒ No ☐
11	Do you acknowledge that you must immediately report to ATG any threatened or actual Industrial disputes, actions or disagreements that will affect this Project?	Yes ☒ No ☐
12	Do you acknowledge that you require ATG's written permission to engage any Secondary Subcontractors to do any part of your Subcontract Works?	Yes ☒ No ☐
13	Do you understand and accept that any secondary subcontractors engaged by the Tenderer to carry out any part of the works must comply with all requirements of this Post-Tender Interview (Site Conduct, Safety, Quality Management, Supervision, Workforce/Employees, and Environmental Management). The secondary subcontractor must provide to ATG evidence of compliance (i.e. WorkCover insurance, Public Liability and General Construction Industry safety induction training, Safety & SWMS) and gain written approval before commencing.	Yes ☒ No ☐
14	All project documents: drawings, specifications, schedules and RFIs shall be available on Procore. The tender requires to confirm they shall access all relevant information on Procore. ATG shall not provide the tenderer hard copy documents on site. Do you understand and accept this?	Yes ☒ No ☐
15	Are you aware that the Subcontract allows the Contractor to appoint other contractors to complete works that you have left outstanding with appropriate notice, and with additional costs set off against your contract?	Yes ☒ No ☐
16	Do you understand and accept the Damages listed below?	Yes ☒ No ☐
(a) Subcontract liquidated damages –		
1. SP 2A MM1 \$950.00 per calendar day		
2. SP 2B MM2 \$950.00 per calendar day		
3. SP 2C MM3 \$850.00 per calendar day		
4. SP 2D Amenities \$950.00 per calendar day		
5. SP 2E L5 & L6 \$950.00 per calendar day		
6. SP 2F Common Area L2 & L4 \$950.00 per calendar day		
The maximum Subcontract Liquidated Damages will be \$4,100 per day for every day of delay, with no cap in the total value of the calculation.		
(b) Main contract liquidated damages –		
1. SP 2A MM1 \$2,602.74 per calendar day		
2. SP 2B MM2 \$1,863.01 per calendar day		

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Tenderers Questionnaire and Meeting Form

3. SP 2C MM3 \$958.90 per calendar day
4. SP 2D Amenities \$500.00 per calendar day
5. SP 2E L5 & L6 \$1,150.68 per calendar day
6. SP 2F Common Area L2 & L4 \$500.00 per calendar day

The maximum Main Contract Liquidated Damages will be \$3,200 per day for every day of delay, with no cap in the total value of the calculation.

(c) Delay damages – Limit of \$1,000 per day

QUALITY

1	Who are the responsible persons in your company for quality control?	Adrian Deacan	
2	Do you have a Quality Management System? E.g. ISO 9001	Yes ☐	No ☒
3	All works require to be checked for quality compliance progressively; in addition to this specific hold points shall be identified through the projects 'Inspection Test Plan' (ITP). The tenderer's responsible person must complete the applicable ITP's on Procore with ATG's supervisor. Do you understand and accept this?	Yes ☒	No ☐
4	Have you allowed adequate personnel and resources to complete your works and attend to any defects progressively that may arise in relation to the Scope of Works?	Yes ☒	No ☐
5	Do you accept that sole responsibility for theft and/or damage is with you, and that no claim can be made against ATG?	Yes ☐	No ☒
6	Do you accept that all Warranties and Operation and Maintenance Information as required must be provided prior to Practical Completion being granted and final payment?	Yes ☒	No ☐
7	Do you agree to carry out defect rectification promptly during the Defects Liability Period, including outside normal hours if required?	Yes ☒	No ☐
8	Will you be sourcing any raw or manufactured materials, fixtures, etc. from Overseas?	TBC	
9	Are you aware of your requirement to provide the following as part of the written agreement with ATG.	Yes ☐	No ☐
	a) Shop drawings – if required.	Yes ☐	No ☒
	b) Samples.	Yes ☐	No ☒
	c) Spares.	Yes ☒	No ☐
	d) Authority approvals, Inspection records etc.	Yes ☐	No ☒
	e) Technical data for the subcontracts works as proposed.	Yes ☒	No ☐

SAFETY

1	Have you inspected the site and the logistics plans and agree to deal with any constraints regarding site access?	Yes ☒	No ☐
2	Are you aware that this site prohibits the consumption of alcohol and the use of prohibited substances?	Yes ☒	No ☐
3	Do you understand and accept that there is no smoking in any of the site complexes or any enclosed spaces in the structure?	Yes ☒	No ☐
4	Do you accept your obligation to adhere to onsite safety requirements as determined by ATG and in conjunction with the project's OHS Committee?	Yes ☒	No ☐
5	(a) Do you accept your obligation to provide Safe Work Method Statements (SWMS's) and Risk Assessments specific for the work you are to carry out for the Contractor?	Yes ☒	No ☐
	(b) Do you accept that all SWMS, RA and relevant safety documentation must be submitted to ATG through Hammertech for review prior to commencement of works on site?	Yes ☒	No ☐
	(c) To ensure no delays are incurred due to late supply of SWMS, RA and safety documentation; the tenderer agrees to submit all relevant information through Hammertech for review by: 20/02/2021 (subject to receipt of subcontract or letter of intent before close of business 11/02/2021)	Yes ☒	No ☐

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Issue No. 4.0
10/01/2020

PM FORM
Project Management

Tenderers Questionnaire and Meeting Form

(d)	ATG confirm that they shall review submitted SWMS, RA and safety documentation submitted within Hammertech and provide an 'Accepted' or 'Rejected' status within 3-business days of receipt. Do you accept this?	Yes ☒	No ☐
(e)	Do you accept that "Rejected" SWMS require to be amended urgently and re-submitted to ensure they do not delay the commencement of the works? (Delays caused by late provision of safety documentation, do not form a qualifying cause of delay)	Yes ☒	No ☐
6	Are you able to verify that all plant and equipment required for the works shall be tested and tagged?	Yes ☒	No ☐
7	Are you able to verify that your employees hold all relevant licenses, qualifications and competencies ensuring that they are appropriately skilled and trained to undertake the nominated works?	Yes ☒	No ☐
8	Have you ensured that all your employees will be provided with all the compliant personal protective equipment including but not limited to hard hat, hi visibility shirt / vest, safety boots (It is mandatory that this equipment be worn). Safety glasses, ear plugs, and gloves are task specific.	Yes ☒	No ☐
9	Are you aware of your obligation to undertake and record weekly toolbox talks with all of your employees and subcontractor's? Copies of the toolbox talks signed by the participants must be provided to ATG. Do you understand and accept this?	Yes ☒	No ☐
10	(a) Are you aware of the risks associated with Respirable Crystalline Silica (RCS).	Yes ☒	No ☐
	(b) Do you understand that "concrete, mortar, brick, blocks, pavers, tiles, natural stone, composite stone, fibre-cement sheeting and cement-based materials" contain Silica?	Yes ☒	No ☐
	(c) Do you understand that "cutting, crushing, drilling, polishing, sawing or grinding" of products that contain silica generates dust that contains Respirable Crystalline Silica?	Yes ☒	No ☐
	(d) Do you understand that your workers must not be exposed to Respirable Crystalline Silica (RCS) levels above the national exposure standard of 0.1 mg/m3 (in an 8-hour Time Weighted Average period)?	Yes ☒	No ☐
	(e) Do you understand and accept responsibility to control Respirable Crystalline Silica (RCS) you generate when undertaking your works?	Yes ☒	No ☐
	(f) Please confirm the control measures you shall be implementing to control Respirable Crystalline Silica (RCS):		
	(i) Isolation through use of Enclosures	Yes ☐	No ☒
	(ii) Local Exhaust Ventilation	Yes ☐	No ☒
	(iii) Water Suppression (wet cutting)	Yes ☐	No ☒
	(iv) Tools with dust extracting attachments and filters	Yes ☒	No ☐
	(v) PPE Respiratory Equipment (minimum P2 efficiency half face respirator), including fit testing	Yes ☒	No ☐
	(vi) H-Classified Vacuum and filters	Yes ☒	No ☐
	(vii) Other, provide details:	Yes ☐	No ☐

AGREEMENT

7. Variation Costs are to be provided prior to commencing additional works unless ATG specifically ask you to complete additional works on signed day work sheets.
8. By signing this agreement, you authorise ATG to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

By signing the below, you acknowledge that you are an authorised person acting on behalf of the Tenderer, and hereby confirm that all information noted in this document is accurate, true and current at the time of signing. Additionally, you will communicate this to all your personnel, subcontractors and you will advise ATG of any change in circumstances.

Tenderer:

ATG Projects

Signature

Name and Title

Date


Tom Kaiser [CA]
11/2/21

Signature

Name and Title

Date


Matt Bolton
11-02-2021

LM

**Annexure to the Australian Standard
Subcontract Conditions**

Part H

Construction Programme

#	Activity ID	Activity Name	Original Start	Finish
1		ISC Mini Majors rev7	227 01 Oct 2020	30 Sep 2021
2		Project Milestones	227 01 Oct 2020	30 Sep 2021
3		Key Milestones	148 01 Oct 2020	10 Jun 2021
4	T1000	Contract Award - Separable Portion 1	0 01 Oct 2020*	01 Dec 2020
5	T1060	Construction Issue Drawings Provided	0 19 Nov 2020	01 Dec 2020
6	T1070	Practical Completion - Separable Portion 1	0	01 Dec 2020
7	T1070	Contract Award - Separable Portion 2	0	01 Dec 2020
8	T1040	Mobilisation to Site	0 07 Dec 2020	01 Dec 2020
9	T1080	Demolition Commencement	0 10 Dec 2020	10 Dec 2020*
10	T1090	Ex Tenax Stop Trading (NEW)	0 10 Dec 2020	11 Dec 2020
11	T1100	Ex Tenax Stock Removal (NEW)	2 10 Dec 2020	11 Dec 2020
12	T1400	Procurement Complete	0	11 Jun 2021
13	T1050	Construction Commencement	0 08 Mar 2021	25 May 2021
14	T1480	Construction Completion	0	25 May 2021
15	T1470	Internal Defect Walkthrough	0	25 May 2021
16	T1460	Client Defect Walkthrough	0 03 Jun 2021	
17	T1480	Defects Complete	0	09 Jun 2021
18	T1680	Project Finish	0	10 Jun 2021
19	T1450	Practical Completion - Separable Portion 1	0	10 Jun 2021
20		Scope Milestones	65 16 Feb 2021	20 May 2021
21	A2240	Steel Commencement	0 16 Feb 2021	
22	A2280	Armenties Commencement	0 16 Mar 2021	
23	A2290	Steel Completion	0	30 Apr 2021
24	A2280	Armenties Completion	0	20 May 2021
25		Tenancy Milestones	74 17 Feb 2021	
26	A3440	MMT Tenancy Design Provided	0	17 Feb 2021
27	A3460	Myer Entry Closure	0	17 Feb 2021
28	A3460	MAC Tenancy Design Provided	0	24 Feb 2021
29	A3450	MAC Tenancy Design Provided	0	24 Feb 2021
30	A3280	MMT Mapos 3 - Construction Commencement	0	08 Mar 2021
31	A3270	MMT Mapos 2 - Construction Commencement	0	08 Mar 2021
32	A3280	MMT Mapos 1 - Construction Commencement	0	08 Mar 2021
33	A3170	MMT Mapos 1 - Base Build Handover	0	25 May 2021
34	A3180	MMT Mapos 2 - Base Build Handover	0	02 Jun 2021
35	A3190	MMT Mapos 3 - Base Build Handover	0	04 Jun 2021
36		Tenancy Milestones	91 25 May 2021	30 Sep 2021
37	A3470	MMT Base Build Complete	0	25 May 2021
38	A3500	MMT Floor Commencement	0 26 May 2021	
39	A3480	MAC Base Build Complete	0	02 Jun 2021
40	A3510	MAC Floor Commencement	0 03 Jun 2021	
41	A3490	MAC Base Build Complete	0	04 Jun 2021
42	A3520	MAC Floor Commencement	0 07 Jun 2021	
43	A3530	MMT Floor Complete	0	25 May 2021
44	A3550	MAC Floor Complete	0	06 Sep 2021
45	A3540	MAC Floor Complete	0	30 Sep 2021
46		Separable Portion 1	42 13 Oct 2020	09 Dec 2020
47		Planning	13 20 Oct 2020	05 Nov 2020
48		Internal Handover	5 20 Oct 2020*	26 Oct 2020
49	T1380	Estimating Handover	1 20 Oct 2020*	20 Oct 2020
50	T1360	Internal Procurement Meeting	1 22 Oct 2020*	22 Oct 2020
51	T1000	Project Prestart Meeting	1 23 Oct 2020*	23 Oct 2020
52	T1020	Discover Client Objectives and Develop	1 26 Oct 2020*	26 Oct 2020
53		Project Planning	10 23 Oct 2020	05 Nov 2020
54	A2380	Develop Quality Management Plan &	5 23 Oct 2020	29 Oct 2020
55	A2350	Develop Safety Management Plan	5 23 Oct 2020	29 Oct 2020
56	A2340	Develop Procurement Plan	5 23 Oct 2020	29 Oct 2020
57	A2330	Develop Construction Programme	5 23 Oct 2020	29 Oct 2020
58	A2320	Develop Project Management Plan	10 23 Oct 2020	05 Nov 2020
59		Design & Documentation	42 13 Oct 2020	09 Dec 2020
60	A2340	Consulting Procurement	9 27 Oct 2020	08 Nov 2020
61	A2340	Architect	9 27 Oct 2020	08 Nov 2020
62	A2350	Service Consultant	9 27 Oct 2020	08 Nov 2020

Contract Award - Separable Portion 1

Construction Issue Drawings Provided

Practical Completion - Separable Portion 1

Contract Award - Separable Portion 2

Mobilisation to Site

Demolition Commencement

Ex Tenax Stop Trading (NEW)

Ex Tenax Stock Removal (NEW)

Procurement Complete

Construction Commencement

Construction Completion

Internal Defect Walkthrough

Client Defect Walkthrough

Defects Complete

Project Finish

Practical Completion - Separable Portion 1

Steel Commencement

Armenties Commencement

Steel Completion

Armenties Completion

MMT Tenancy Design Provided

Myer Entry Closure

MAC Tenancy Design Provided

MAC Tenancy Design Provided

MMT Mapos 3 - Construction Commencement

MMT Mapos 2 - Construction Commencement

MMT Mapos 1 - Construction Commencement

MMT Mapos 1 - Base Build Handover

MMT Mapos 2 - Base Build Handover

MMT Mapos 3 - Base Build Handover

MMT Base Build Complete

MMT Floor Commencement

MAC Base Build Complete

MAC Floor Commencement

MAC Base Build Complete

MAC Floor Complete

MMT Floor Complete

MAC Floor Complete

MAC Floor Complete

Estimating Handover

Internal Procurement Meeting

Project Prestart Meeting

Discover Client Objectives and Develop

Develop Quality Management Plan & ITT's

Develop Safety Management Plan

Develop Procurement Plan

Develop Construction Programme

Develop Project Management Plan

Architect

Service Consultant

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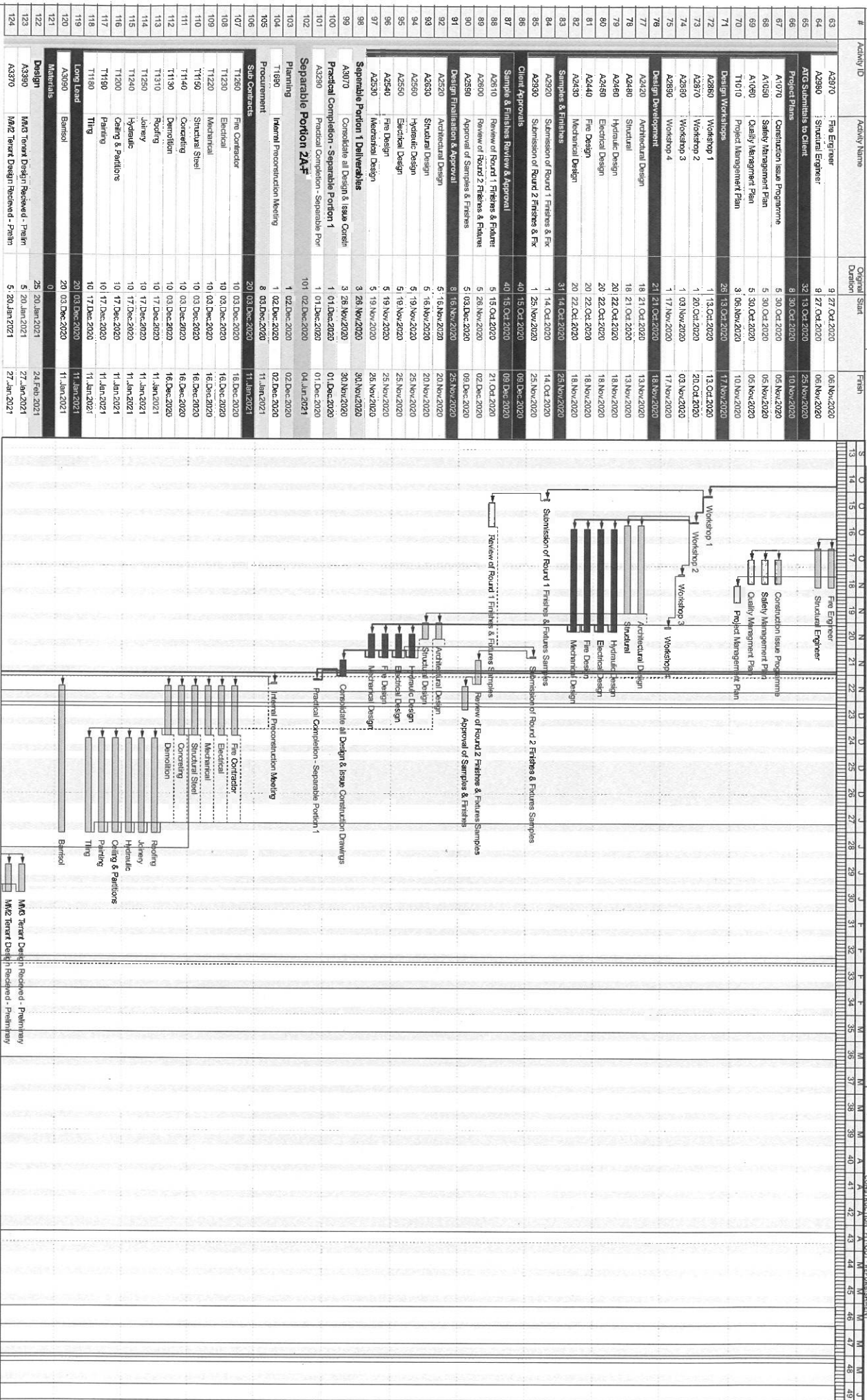
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Remaining Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Critical Constraint

Milestone

Project Baseline -

TASK Filter: All Activities

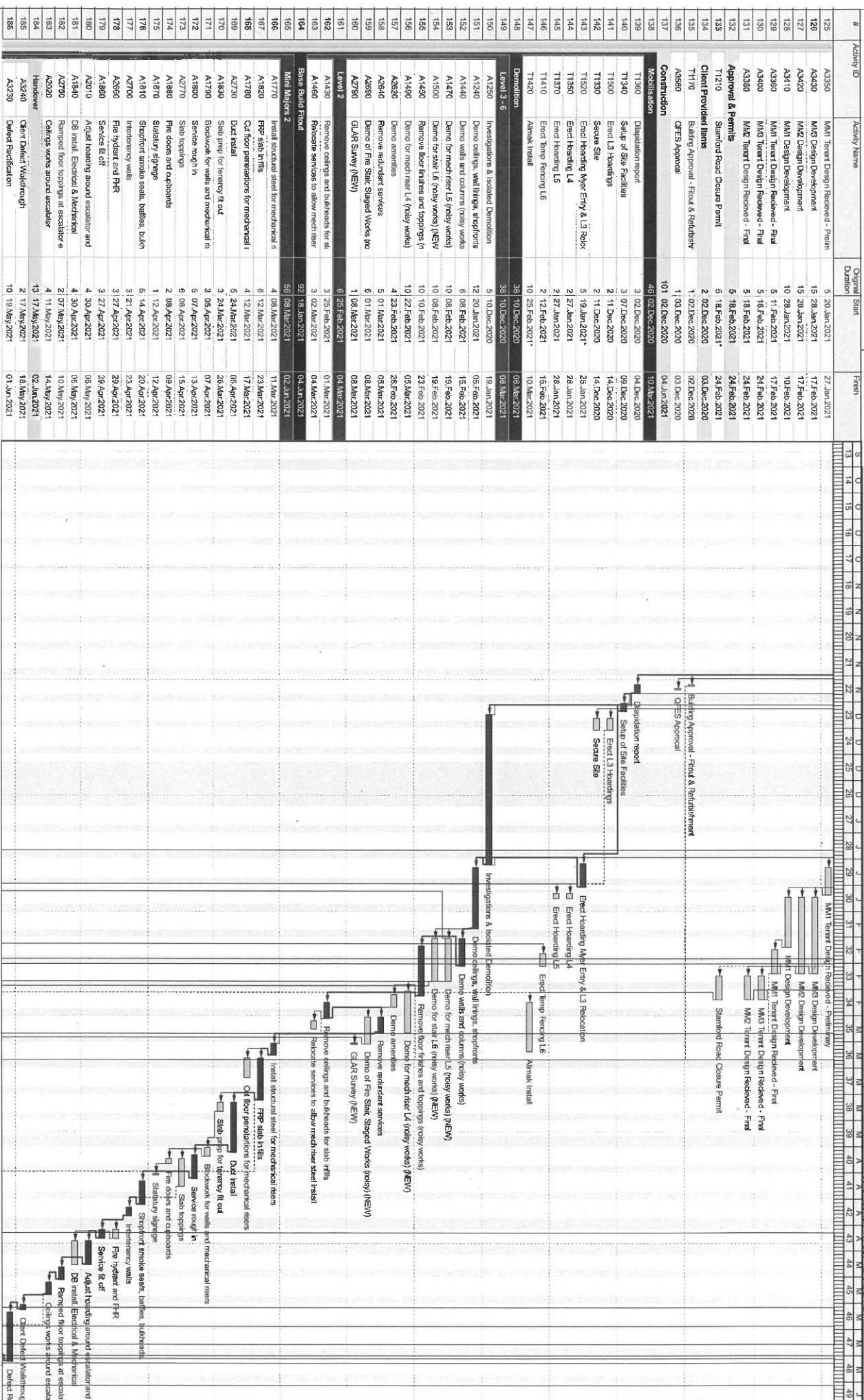
Page 2 of 5

Date

Revision

Check...

Approved



Remaining Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Finish Contingency

Milestone

Project Baseline -

TASK filter: All Activities

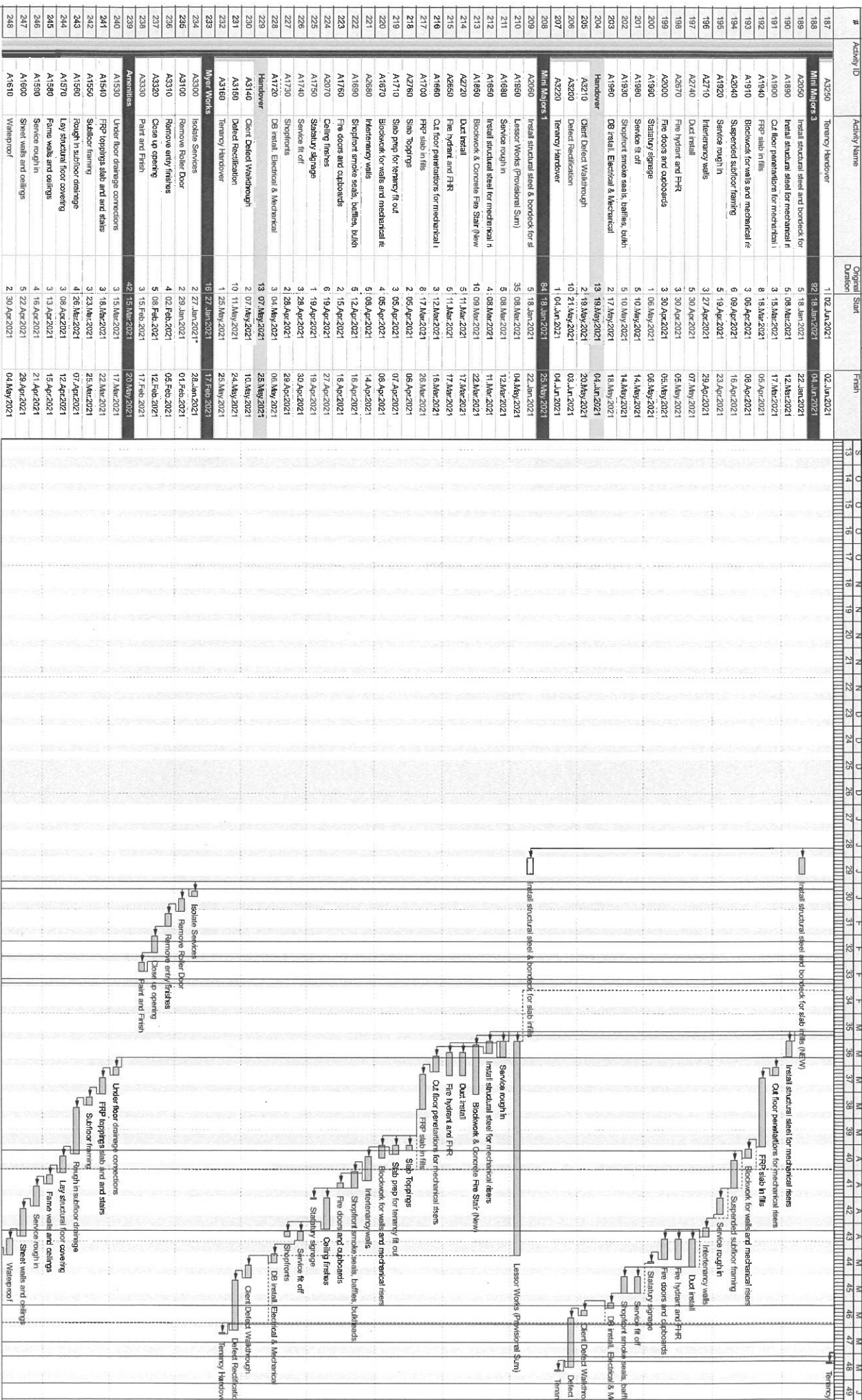
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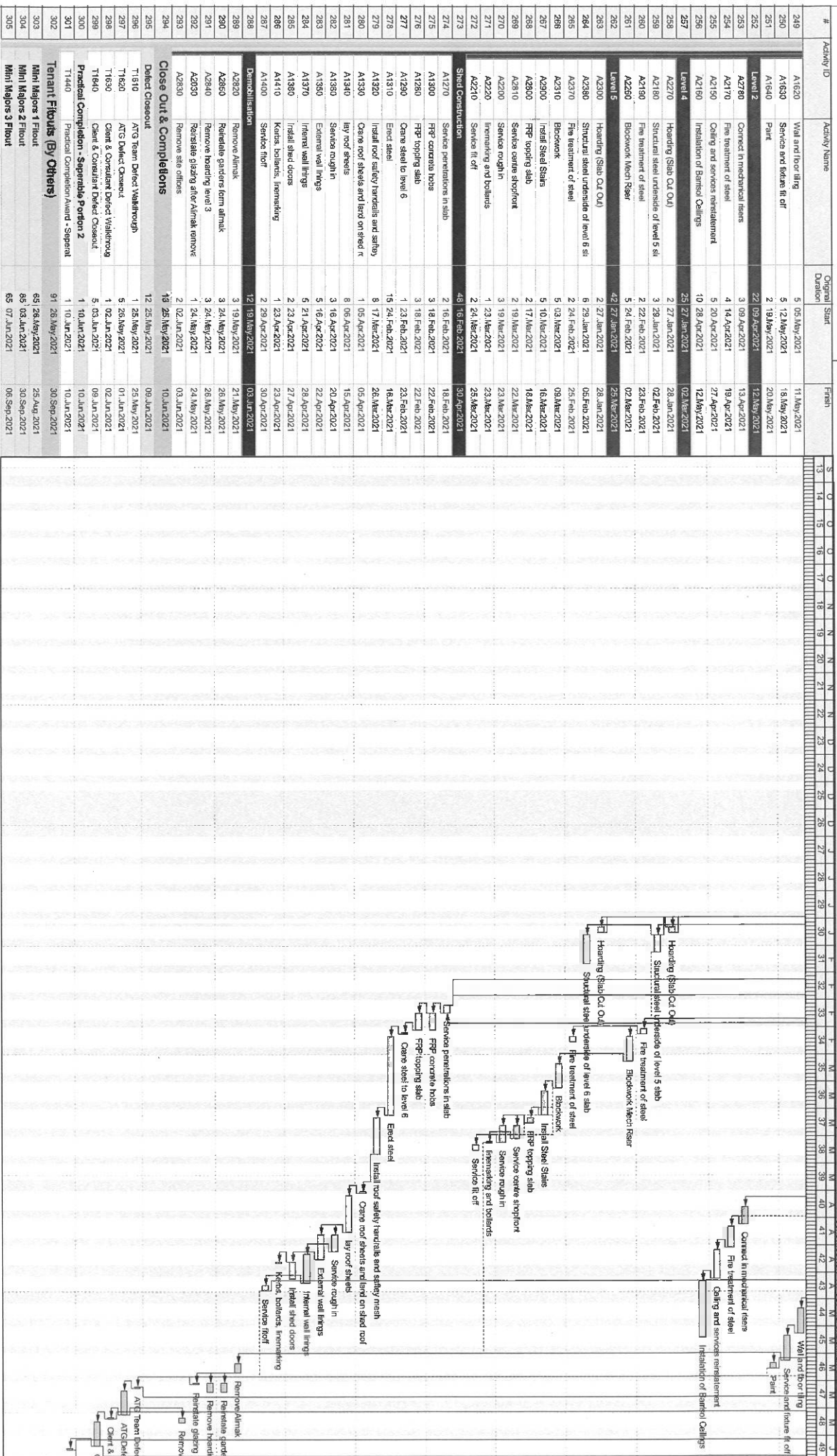
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Revision

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Approved





 Remaining Level of Effort
 Actual Work
 Remaining Work

 Critical Remaining Work
 Finish Constant
 Milestone

Project Baseline -
 TASK filter: All Activities
 Page 5 of 5

Date	Revision	Check	Approved

Scope of Works



ATG Projects
Level 3, 127 George Street
Brisbane QLD 4000
Phone: +61 7 3210 0024

Project: P1200028
Project Description: ISC Mini Majors
Address: 322 Moggill Road, Indooroopilly Shopping Centre QLD 4068

SCOPE OF WORKS – Carpentry

1.1 Project Specific Scope of Works

The subcontractor shall provide all necessary labour, plant, mechanics, tools, equipment & materials to carry out works under the subcontract (WUS) in accordance with the contract Drawings, Specifications, Schedules, Technical Specification, DA conditions, Australian Standards, Statutory Acts and Regulations, codes of practice, Tender Meetings and in general shall include but not be limited to the following.

1.2 General Scope of Work

Notwithstanding that all works are to be carried out in accordance with the contract documents, works are to be carried out in accordance with the following: -

- Works to be carried out with minimal disruption to the neighbouring tenants existing businesses.
- Liaise with all key stakeholders, including Consultants and Principal as required by ATG.
- Protect any existing service and building fabric that are on or on the site and interface with the scope of works.
- Dust, Noise and other potential hazards must be minimised through appropriate work methodologies.
- All Subcontractors must sign in and out on a Daily Basis to access the Construction Areas. All Subcontractors are to be clearly identified.
- All Subcontractor inductions via AMP on the Rapid Global System shall be at the expense of the Subcontractor price is \$22.00 ex GST per inductee undertaking the induction. ATG based site inductions will not incur any charges however are carried out at strict times daily/weekly, failure to arrive on time on the correct day may result in a worker being asked to reschedule to the next available time for inductions to be undertaken
- Working hours;
 - Day Shift 6:00am-4:00pm (Mon-Fri) Saturday as required*
 - Night Shift 8:30pm to 6:30am (Sunday to Thursday) Friday as required*
- Noisy Works, the project requires to work within two strict noise impact constraints:
 - a) Generally **Trading Tenancies** within the centre cannot be adversely impacted from construction noise from 8:30am to 9:00pm
 - b) Generally **Residential Neighbours** cannot be adversely impacted from construction noise from 6:30pm to 6:30am (noise produced is not rated via decibel based noise conformance, rather the BCC will use the stance of noise effecting residence based on "audible noise" this is noise that can reasonably be heard from activities in the centre by surrounding residence) and subsequently not acceptable
- Noisy Works are to be approved by ATG prior to works occurring.
- In regard to all site access, Operatives shall be directed to park within specific areas of the centre to minimise impact on customers during the day and minimise noise impact on residential neighbours at night. A dedicated access route shall be provided from the dedicated parking zone to the construction zone to minimise interface with the centre. Subcontractors are asked not to congregate in car park areas prior, during or after shift.
- In regard to deliveries, we confirm the following:
 - a) Internal goods lift at Dock 10 (large), off Stamford Road. Available full programme duration between the hours of 6pm – 10pm. This must be cleaned after each use by the relevant trade. Any hours outside this shall be at the Clients discretion and retail tenants will always be given priority.
 - b) All Deliveries to be coordinated with ATG Site Management at least 3 days minimum in advance.
- All materials and equipment to be installed are to be new unless otherwise noted on the documentation.

- The extent of the work and the items and areas are described within the documents.
- Allow for all floatage charges, cartages or any other fees or charges associated with all works during the Works.
- Allow for all works required to maintain fire & acoustic ratings including junctions and or penetrations to other materials and at works to suit services installation. Allow to make good and seal any penetrations provided for the sub-contract works.
- The Subcontractor acknowledges that they have satisfied themselves to the extent of staging and sequencing and that no other charges will be applicable.
- It should be noted that the works may not be continuous throughout the subcontract.
- On receipt of drawings, Specifications and/or instructions the Subcontractor shall check all sections affecting his work and shall notify the Builder in writing of any discrepancies and/or errors before proceeding with the works. The Subcontractor shall be responsible for building the Works to the sizes and in the locations shown on the drawings or as specifically directed by the Builder. Should site measurements differ from designed dimensions the Subcontractor shall notify the Builder, identify the discrepancy and seek directions prior to fabricating or commencing installation.
- It is deemed that the Subcontractor has inspected the existing site conditions and services and they are fully aware of their obligations to complete the works.
- The Subcontractor shall inspect existing surfaces and trade works and accept these as being suitable for their work or advise the Builder, prior to commencement. Commencement of trade work shall be considered acceptance of existing surfaces and trade works. All surfaces or works shall be left clean and suitable for following trades.
- The Subcontractor shall be responsible for carrying out all ITP's, production of Quality Plans testing, taking of samples, reports and commissioning in accordance with the Contract Documents. Should the Builder carry out works on behalf of the Subcontractor to satisfy this clause the associated costs shall be allocated to the Subcontractor's account.
- Claims for work carried out on a day work basis shall be accompanied by dockets signed by the site manager. It is the responsibility of the Subcontractor to present dockets for signing on the day the work took place. The Builder shall not be obliged to sign for any day works dockets not presented on the day of the works taking place.
- If the subcontractor considers that a direction by ATG involves a Variation but it has not been expressly acknowledged by ATG to be a Variation direction or if the subcontractor considers that a direction by ATG is likely to prevent the subcontractor from fulfilling its obligations, the subcontractor must notify ATG in what respect it considers the direction to involve a Variation or that it is likely to prevent it from fulfilling its obligations. Such notice must be given within 2 Business Days of the date of the direction and before the subcontractor proceeds with the direction. If the subcontractor fails to submit such notice as required, the subcontractor will not be entitled to submit any claim for a Variation or otherwise with respect to the direction.
- Works are to commence and be completed as per ATG program.

1.3 Carpentry Specific Scope of Works

- Without limiting the general description of the Work Scope in clause 1.2, the following specific requirements form part of the Work Scope:
 - Provide all materials, plant, supervision, labour, fees, taxes, insurances and operations of whatever kind necessary for the complete manufacture, supply, delivery, handling, installation, placement, testing, RPEQ installation certification and tolerance checks for the Work Package.
 - The Subcontractor is to provide all vertical and horizontal materials handling for their scope of Works.
 - Submit QBCC Form 16 installation certificates as required by the certifier (Where required)
 - Supply all material test certificates and reports for inspection if requested (Where applicable)
 - ~~Subcontractor to provide temporary power and or water required to complete their works.~~ LJM
 - The Subcontractor has allowed for all items required to operate plant including, but not limited to fuel, consumables, maintenance, certification, operators, licenses and in accordance with the ATG safety requirements
 - ~~Provide As-Built Drawings for the Scope of the Works. (Where applicable)~~ LJM

- Provide an Operations and Maintenance manual detailing the ongoing cleaning and maintenance requirements of the Works. (Where applicable)
- All Works are to comply with the current relevant Australian Standards and to the requirements of the Statutory Authorities.
- Allow for all carpentry works including but not limited to:
 - Subcontractor to allow for the complete supply & install of Structural Timber Flooring to Tenancy MM3, Amenities Corridor, Amenities and Storeroom per Construction Issue Documentation.
 - Subcontractor to allow to supply and install suitable tile underlay to be nailed and glued on top of amenities corridor and amenities area (where floor tiles will be laid on-top of ply flooring).
 - Subcontractor to allow to ensure the FFL of timber flooring within Tenancy MM3 finishes 45mm below existing Mall Tiles outside of MM3 shopfront line.
 - Subcontractor to allow to ensure and create correct levels throughout timber flooring as required to suit existing slab conditions and subsequent construction works such as tiling.
 - Subcontractor to ensure the below design requirements are adhered to if the Subcontractor looks to alter any part of the design from the Engineers detail:
 - Design live load of structure is required to be 5kPa and 3.6kN point load
 - Overall system must be RPEQ certified for the above loads
 - System will need to suit the existing sloping floors
 - The total weight of the system would require to be re-confirmed. The existing structure can support a weight of up to 1kPa (100kg per square metre) for the flooring system
 - The minimum depth of the system would need to be re-confirmed. Where the floor framing is over the Bondek slab there may need to be a section of timber framing to transition between the proprietary topping and the ASP system.
 - Subcontractor to allow to supply & install compliant timber stairs to the end of the amenities corridor with regards to stair treads and risers. ATG to complete handrail and tactile's. Allow to supply and install temporary handrail constructed out of off-cut studs if required.
 - Subcontractor to allow to complete noisy works out of hours such as drilling into slab.
 - Subcontractor to allow to complete out of hours deliveries for large items such as 6m studs.
 - Subcontractor to allow to monitor noise from drop saws and allow to setup a cutting room area on-site if required to mitigate noise disruption to tenants.
 - Subcontractor to allow to begin arranging deliveries 7 days in advance with ATG site Management to allow ATG to confirm with ISC security. This is crucial to long length materials loading.
 - Subcontractor to allow to supply and install Door D307.
 - Subcontractor to allow to coordinate with other trades on-site and ATG Site Management with particular attention to Fire and Hydraulic Services.
 - Subcontractor to ensure all off-cuts, shavings, dust and miscellaneous rubbish & materials are removed before ply-wood sheeting is fixed down to framing.
 - Subcontractor to allow for hold point inspections by Engineer as required.
 - Subcontractor to allow to complete ITP's with ATG in conjunction with Hydraulic and Fire Services Trades.
 - Subcontractor to allow to attend Subcontractor meetings as required.
 - Subcontractor to allow to complete Storeroom and Amenities ply-wood flooring section as Stage 1 first before internal works to MM3 commence.
 - Subcontractor to allow to remove all trade generated waste, rubbish and left-over materials from site. M7 Waste only
 - Subcontractor to allow to have direct employee in attendance during materials deliveries to site.

Project Documents

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
0 - Principals Project Requirements					
2	PPR	2	2/9/20	2/9/20	PPR
1 - Architectural Specification					
1	Architectural Trade Spec	0	24/3/20	24/3/20	Architectural
2 - Architectural Finishes Schedule					
2.1	Architectural Finishes Schedule Rev G	G	4/2/21	4/2/21	Architectural
2.2	Architectural Amenities Concept	A	29/9/20	29/9/20	Architectural
3 - Electrical Specification					
3	Electrical Specification	1	20/3/20	20/3/20	Electrical
4 - Fire Service Specification					
4	Fire Service Specification	1	23/3/20	23/3/20	Fire Services
5 - Hydraulic Specification					
5	Hydraulic Specification	1	23/3/20	23/3/20	Hydraulic
6 - Mechanical Specification					
6	Mechanical Specification	1	13/3/20	13/3/20	Mechanical
7 - Fire Engineering Report					
7.1	Fire Engineering Report	2	30/9/20	30/9/20	Fire Engineering
7.2	Fire Alarm Cause & Effect (Rev A - Jan 2017)	0	21/1/17	21/1/17	Fire Engineering
8 - Development Approval					
8.1	DA Decision Notice	0	20/2/20	20/2/20	Development Approval
8.2	DA Conditions	0	20/2/20	20/2/20	Development Approval
8.3	DA Approved Plans	0	20/2/20	20/2/20	Development Approval
9 - Tenancy Lessor Scope					
9.1	MM1 Lessor Scope (Fitness First)	0	14/5/20	14/5/20	Tenancy Lessor Scope
9.2	MM2 Lessor Scope (Auto Showroom)	0	14/5/20	14/5/20	Tenancy Lessor Scope
9.3	MM2 Lessor Scope (Vehicle Stacker)	0	14/5/20	14/5/20	Tenancy Lessor Scope
9.4	MM3 Lessor Scope (Cotton On)	0	14/5/20	14/5/20	Tenancy Lessor Scope
10 - Asbestos					
10.1	Asbestos Register Nov 18	0	1/11/18	1/11/18	Asbestos Reports
10.2	Asbestos Materials Re-Inspection Oct 2018	0	1/10/18	1/10/18	Asbestos Reports
10.3	Asbestos Management Plan Oct 2018	0	1/10/18	1/10/18	Asbestos Reports
10.11	Lifts Design and Install	0	18/11/20	18/11/20	Building Approval
11 - AMP Documents					

Number	Description	Revision	Issued Date	Received Date	Set
11.1	AMP - Tenancy Design Requirements (Oct-17)	0	15/5/20	15/5/20	AMP Documents
11.2	AMP - Principal Contractors Guide (V01 2019)	0	15/5/20	15/5/20	AMP Documents
11.3	AMP - Specialty Shops Fitout Manual (June 2018)	0	15/5/20	15/5/20	AMP Documents
11.4	AMP - OH&S Guide Tenants & Principal Contractors	0	15/5/20	15/5/20	AMP Documents
11.5	AMP - Whistleblowing Policy (Apr 2015)	0	15/5/20	15/5/20	AMP Documents
11.6	AMP - Conflicts of Interest Policy (Nov 2013)	0	15/5/20	15/5/20	AMP Documents
11.7	AMP - WH&S People & Culture Policy (June 2015)	0	15/5/20	15/5/20	AMP Documents
11.8	AMP - Ceiling Access Safety Guide (V1.1 July 2016)	0	15/5/20	15/5/20	AMP Documents
11.9	AMP - BBP Stripout Waste Guidelines (V1.1 July 2018)	0	15/5/20	15/5/20	AMP Documents
11.10	AMP - Interface Standards (Sept 2020)	0	15/5/20	15/5/20	AMP Documents
11.11	Construction Management Plan	0	4/9/20	4/10/20	AMP Documents
11.12	Noise and Vibration Management Plan	4	9/2/21	9/2/21	AMP Documents
12	Building Certification	0	9/2/21	9/2/21	AMP Documents
12.1	BCA Compliance Report (17/04/20)	0	17/4/20	17/4/20	Building Approval
13	Building Approval	0	17/4/20	17/4/20	Building Approval
13.0	Decision Notice Approval	0	27/11/20	27/11/20	Building Approval
13.1	Combined Architecturals	0	27/11/20	27/11/20	Building Approval
13.2	Combined Electrical	0	27/11/20	27/11/20	Building Approval
13.3	Combined Fire Services	0	18/11/20	18/11/20	Building Approval
13.4	Combined Hydraulics	1	18/11/20	18/11/20	Building Approval
13.5	Combined Mechanical	1	18/11/20	18/11/20	Building Approval
13.6	Combined Structural	0	27/11/20	27/11/20	Building Approval
13.7	BA OFES	0	18/11/20	18/11/20	Building Approval
13.8	BA Assessment of Performance Solutions	0	18/11/20	18/11/20	Building Approval
13.9	BA Fire Engineering Report	2	18/11/20	18/11/20	Building Approval
13.10	BA MMP External Wall Assessment	0	18/11/20	18/11/20	Building Approval



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Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
1. Architectural					
MMP-00-0010	MMP TITLE SHEET MMP	N	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-00-0011	MMP SITE PLAN / CENTRE PLAN MMP	I	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L2-1301	CEILING AND UNDER SLAB PLAN LEVEL 2 MMP	K	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L2-1302	CEILING PLAN - LEVEL 2 CONTINUED MMP	I	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L2-1303	CEILING PLAN - LEVEL 2 CONTINUED MMP	A	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L3-0101	DEMOLITION FLOOR PLAN - LEVEL 3 ISC MM MINOR CHANGE	C	26/3/2020	26/3/2020	Architectural (17/3/20)
MMP-L3-0111	DEMOLITION FLOOR PLAN - LEVEL 3 MMP	P	11/2/2021	11/2/2021	Architectural (17/3/20)
MMP-L3-0112	DEMOLITION FLOOR PLAN - LEVEL 3 CONTINUED MMP	L	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-0113	MMP DEMOLITION FLOOR PLAN - LEVEL 3 OVERALL MMP	D	14/12/2020	14/12/2020	Architectural (17/3/20)
MMP-L3-1005	LEVEL 3 SLAB PLAN MMP	N	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-1006	LEVEL 3 SLAB PLAN - CONTINUED MMP	J	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-1110	PROPOSED OVERALL FLOOR PLAN LEVEL 3 MMP	O	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-1111	PROPOSED OVERALL FLOOR PLAN LEVEL 3 CONTINUED MMP	M	1/2/2021	1/2/2021	Architectural (17/3/20)
MMP-L3-1112	PROPOSED FLOOR PLAN LEVEL 3 - OVERALL MMP	C	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-1132	PROPOSED DETAIL PLANS - LEVEL 3 - AMENITIES MMP	F	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L3-1133	CEILING PLAN LEVEL 3 MMP	D	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L3-1302	LEVEL 3 CEILING CONTINUED MMP	J	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L3-1303	PROPOSED REFLECTED CEILING PLAN MMP	F	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L3-3331	PROPOSED AMENITIES ELEVATIONS MMP	D	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L3-3332	PROPOSED AMENITIES ELEVATIONS	E	20/1/2020	22/1/2021	Architectural (17/3/20)
MMP-L3-3333	PROPOSED AMENITIES JOINERY DETAILS MMP	A	13/11/2020	13/11/2020	Architectural (17/3/20)
MMP-L4-1111	MMP DEMOLITION FLOOR PLAN - LEVEL 4 MMP	I	14/12/2020	14/12/2020	Architectural (17/3/20)
MMP-L4-1112	SLAB PLAN - LEVEL 5 & 6 SERVICE CENTRE MMP	K	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L5-0113	PROPOSED FLOOR PLAN - LEVEL 5 & 6 SERVICE CENTRE MMP	O	2/2/2021	2/2/2021	Architectural (17/3/20)
MMP-L5-1007	CEILING PLAN - LEVEL 5 & 6 SERVICE CENTRE MMP	J	14/12/2020	14/12/2020	Architectural (17/3/20)
MMP-L5-1112	DEMOLITION FLOOR PLAN - LEVEL 5 MMP	K	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L5-1121	MMP PROPOSED FLOOR PLAN - LEVEL 5 MMP	K	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-L5-1310	PROPOSED FLOOR PLAN - LEVEL 5 & 6 SERVICE CENTRE MMP	O	2/2/2021	2/2/2021	Architectural (17/3/20)
MMP-L6-0114	DEMOLITION PLAN - LEVEL 6 MMP	J	14/12/2020	14/12/2020	Architectural (17/3/20)
MMP-L6-1113	MMP PROPOSED FLOOR PLAN - LEVEL 6 MMP	M	2/2/2021	2/2/2021	Architectural (17/3/20)
MMP-LR-1401	SERVICE CENTRE - ROOF PLAN MMP	K	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-2001	OVERALL SECTIONS MMP	J	22/1/2021	22/1/2021	Architectural (17/3/20)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
MMP-XX-2010	SERVICE CENTRE SECTIONS MMP	D	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-3001	MMP ELEVATIONS - STAMFORD ROAD MMP	K	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-3002	ELEVATIONS - INTERNAL MMP	E	2/2/2021	2/2/2021	Architectural (17/3/20)
MMP-XX-3010	SERVICE CENTRE ELEVATIONS MMP	O	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-4010	DETAIL SECTIONS MMP	L	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-XX-4011	DETAIL SECTIONS MMP	J	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-4012	MMP DETAIL SECTIONS SERVICE CENTRE MMP	C	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-XX-4020	DETAILS MMP	E	2/2/2021	2/2/2021	Architectural (17/3/20)
MMP-XX-4300	MMP MM1 - ESCAPE STAIR DETAILS MMP	D	13/1/2021	13/1/2021	Architectural (17/3/20)
MMP-XX-4301	MMP STAIRS AND STAIR DETAILS MMP	D	22/1/2021	22/1/2021	Architectural (17/3/20)
MMP-XX-5001	DOOR SCHEDULE MMP	F	4/2/2021	4/2/2021	Architectural (17/3/20)
MMP-XX-5002	WINDOW SCHEDULE MMP	E	4/2/2021	4/2/2021	Architectural (17/3/20)
2. Structural					
8224	REGISTER / TRANSMITTAL	2	25/1/2021	25/1/2021	Structural (19/3/20)
S0.01	CONSTRUCTION NOTES AND LOCATION PLAN	1	20/1/2021	20/1/2021	Structural (19/3/20)
S0.02	TYPICAL DETAILS SHEET 1	1	20/1/2021	20/1/2021	Structural (19/3/20)
S0.03	TYPICAL DETAILS - SHEET 2	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.01	LEVEL 3 KEYPLAN	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.02	LEVEL 3 SLAB MODIFICATIONS SHEET 1	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.03	LEVEL 3 SLAB MODIFICATIONS SHEET 2	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.04	LEVEL 3 SLAB MODIFICATIONS SHEET 3	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.05	LEVEL 3 SLAB MODIFICATIONS SHEET 4	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.10	LEVEL 3 TENANCY FLOOR PLAN	1	20/1/2021	20/1/2021	Structural (19/3/20)
S3.11	LEVEL 3 TENANCY FLOOR PART PLAN	1	20/1/2021	20/1/2021	Structural (19/3/20)
S4.01	LEVEL 4 AND 5 SLAB MODIFICATIONS	1	20/1/2021	20/1/2021	Structural (19/3/20)
S6.01	LEVEL 6 SLAB MODIFICATIONS	2	25/1/2021	25/1/2021	Structural (19/3/20)
S6.02	LEVEL 6 SLAB MODIFICATION DETAILS	1	20/1/2021	20/1/2021	Structural (19/3/20)
S7.01	LEVEL 6 ROOF FRAMING PLAN	1	20/1/2021	20/1/2021	Structural (19/3/20)
S7.02	LEVEL 6 ROOF SCHEMATIC SECTIONS	2	25/1/2021	25/1/2021	Structural (19/3/20)
S7.11	LEVEL 6 FRAMING DETAILS - SHEET 1	1	20/1/2021	20/1/2021	Structural (19/3/20)
S7.12	LEVEL 6 FRAMING DETAILS - SHEET 2	1	20/1/2021	20/1/2021	Structural (19/3/20)
3. Electrical					
MMP-E-0000	ELECTRICAL SERVICES COVER SHEET & DRAWING INDEX	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-0001	ELECTRICAL SERVICES LEGEND & GENERAL NOTES	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1021	ELECTRICAL SERVICES LEVEL 2 LIGHTING DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1022	ELECTRICAL SERVICES LEVEL 2 LIGHTING DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1031	ELECTRICAL SERVICES LEVEL 3 LIGHTING DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1032	ELECTRICAL SERVICES LEVEL 3 LIGHTING DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)



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MMP-E-1041	ELECTRICAL SERVICES LEVEL 4 LIGHTING DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1042	ELECTRICAL SERVICES LEVEL 4 LIGHTING DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1051	ELECTRICAL SERVICES LEVEL 5 LIGHTING DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1052	ELECTRICAL SERVICES LEVEL 5 LIGHTING DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1061	ELECTRICAL SERVICES LEVEL 6 LIGHTING DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1062	ELECTRICAL SERVICES LEVEL 6 LIGHTING DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1121	ELECTRICAL SERVICES LEVEL 2 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1122	ELECTRICAL SERVICES LEVEL 2 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1131	ELECTRICAL SERVICES LEVEL 3 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1132	ELECTRICAL SERVICES LEVEL 3 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1141	ELECTRICAL SERVICES LEVEL 4 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1142	ELECTRICAL SERVICES LEVEL 4 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1151	ELECTRICAL SERVICES LEVEL 5 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1152	ELECTRICAL SERVICES LEVEL 5 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1161	ELECTRICAL SERVICES LEVEL 6 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-1162	ELECTRICAL SERVICES LEVEL 6 POWER & COMMUNICATIONS DEMO LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2021	ELECTRICAL SERVICES LEVEL 2 LIGHTING LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2022	ELECTRICAL SERVICES LEVEL 2 LIGHTING LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2031	ELECTRICAL SERVICES LEVEL 3 LIGHTING LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2032	ELECTRICAL SERVICES LEVEL 3 LIGHTING LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2041	ELECTRICAL SERVICES LEVEL 4 LIGHTING LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2042	ELECTRICAL SERVICES LEVEL 4 LIGHTING LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2051	ELECTRICAL SERVICES LEVEL 5 LIGHTING LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2052	ELECTRICAL SERVICES LEVEL 5 LIGHTING LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2061	ELECTRICAL SERVICES LEVEL 6 LIGHTING LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-2062	ELECTRICAL SERVICES LEVEL 6 LIGHTING LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3021	ELECTRICAL SERVICES LEVEL 2 POWER & COMMUNICATIONS LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3022	ELECTRICAL SERVICES LEVEL 2 POWER & COMMUNICATIONS LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3031	ELECTRICAL SERVICES LEVEL 3 POWER & COMMUNICATIONS LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3032	ELECTRICAL SERVICES LEVEL 3 POWER & COMMUNICATIONS LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3041	ELECTRICAL SERVICES LEVEL 4 POWER & COMMUNICATIONS LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3042	ELECTRICAL SERVICES LEVEL 4 POWER & COMMUNICATIONS LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3051	ELECTRICAL SERVICES LEVEL 5 POWER & COMMUNICATIONS LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3052	ELECTRICAL SERVICES LEVEL 5 POWER & COMMUNICATIONS LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3061	ELECTRICAL SERVICES LEVEL 6 POWER & COMMUNICATIONS LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-3062	ELECTRICAL SERVICES LEVEL 6 POWER & COMMUNICATIONS LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4021	ELECTRICAL SERVICES LEVEL 2 FIRE DETECTION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4022	ELECTRICAL SERVICES LEVEL 2 FIRE DETECTION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)



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MMP-E-4031	ELECTRICAL SERVICES LEVEL 3 FIRE DETECTION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4032	ELECTRICAL SERVICES LEVEL 3 FIRE DETECTION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4041	ELECTRICAL SERVICES LEVEL 4 FIRE DETECTION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4042	ELECTRICAL SERVICES LEVEL 4 FIRE DETECTION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4051	ELECTRICAL SERVICES LEVEL 5 FIRE DETECTION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4052	ELECTRICAL SERVICES LEVEL 5 FIRE DETECTION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4061	ELECTRICAL SERVICES LEVEL 6 FIRE DETECTION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-4062	ELECTRICAL SERVICES LEVEL 6 FIRE DETECTION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-5000	ELECTRICAL SERVICES MAIN SWITCHBOARD SINGLE LINE DIAGRAM	A	8/2/2021	8/2/2021	Electrical (23/3/20)
MMP-E-5001	ELECTRICAL SERVICES DISTRIBUTION BOARD SINGLE LINE DIAGRAM	A	8/2/2021	8/2/2021	Electrical (23/3/20)
4. Fire Services					
MMP-F-0000	FIRE SERVICES COVER SHEET & DRAWING INDEX				
MMP-F-0001	FIRE SERVICES LEGEND & GENERAL NOTES	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-1030	FIRE SERVICES LEVEL 3 SPRINKLER DEMOLITION LAYOUT	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2021	FIRE SERVICES LEVEL 2 SPRINKLER LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2022	FIRE SERVICES LEVEL 2 SPRINKLER LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2031	FIRE SERVICES LEVEL 3 SPRINKLER LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2032	FIRE SERVICES LEVEL 3 SPRINKLER LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2033	FIRE SERVICES LEVEL 3 MM3 UNDER FLOOR SPRINKLER LAYOUT	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2040	FIRE SERVICES LEVEL 4 SPRINKLER LAYOUT	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2050	FIRE SERVICES LEVEL 5 SPRINKLER LAYOUT	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2051	FIRE SERVICES LEVEL 5 SPRINKLER LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2052	FIRE SERVICES LEVEL 5 SPRINKLER LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
MMP-F-2060	FIRE SERVICES LEVEL 6 SPRINKLER LAYOUT	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
SK FC 001-B	MINI MAJOR FIRE COVERAGE	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
SK FC 002-B	MINI MAJOR FIRE COVERAGE	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
SK FC 003-B	MINI MAJOR FIRE COVERAGE	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
SK FC 004-B	MINI MAJOR FIRE COVERAGE	A	8/2/2021	8/2/2021	Fire Services (22/3/20)
5. Hydraulic					
MMP-H-0000	HYDRAULIC SERVICES COVER SHEET & DRAWING INDEX				
MMP-H-0001	HYDRAULIC SERVICES LEGEND & GENERAL NOTES	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-2031	HYDRAULIC SERVICES LEVEL 3 DRAINAGE LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-2032	HYDRAULIC SERVICES LEVEL 3 DRAINAGE LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-2050	HYDRAULIC SERVICES LEVEL 5 DRAINAGE LAYOUT	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-2060	HYDRAULIC SERVICES LEVEL 6 DRAINAGE LAYOUT	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-2070	HYDRAULIC SERVICES ROOF DRAINAGE LAYOUT	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-3031	HYDRAULIC SERVICES LEVEL 3 WATER LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-3032	HYDRAULIC SERVICES LEVEL 3 WATER LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
MMP-H-3050	HYDRAULIC SERVICES LEVEL 5 WATER LAYOUT	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-3060	HYDRAULIC SERVICES LEVEL 6 WATER LAYOUT	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-4000	HYDRAULIC SERVICES DRAINAGE SCHEMATIC	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
MMP-H-4001	HYDRAULIC SERVICES WATER SCHEMATIC	A	8/2/2021	8/2/2021	Hydraulic (23/3/20)
6. Mechanical					
MMP-M-0000	MECHANICAL SERVICES COVER SHEET & DRAWING INDEX	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-0001	MECHANICAL SERVICES LEGEND & GENERAL NOTES	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-0010	MECHANICAL SERVICES SCHEDULES	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-0020	MECHANICAL SERVICES STANDARD DETAILS	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-0030	MECHANICAL SERVICES SCHEMATICS	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-1031	MECHANICAL SERVICES LEVEL 3 HVAC DEMOLITION LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-1032	MECHANICAL SERVICES LEVEL 3 HVAC DEMOLITION LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2021	MECHANICAL SERVICES LEVEL 2 HVAC LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2022	MECHANICAL SERVICES LEVEL 2 HVAC LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2031	MECHANICAL SERVICES LEVEL 3 HVAC LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2032	MECHANICAL SERVICES LEVEL 3 HVAC LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2051	MECHANICAL SERVICES LEVEL 5 HVAC LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2052	MECHANICAL SERVICES LEVEL 5 HVAC LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2061	MECHANICAL SERVICES LEVEL 6 HVAC LAYOUT SHEET 1	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
MMP-M-2062	MECHANICAL SERVICES LEVEL 6 HVAC LAYOUT SHEET 2	A	8/2/2021	8/2/2021	Mechanical (23/3/20)
Existing Structural					
48	AREA C LEVEL 3	I	1/1/2010	1/1/2010	Existing Structural (1/1/10)
51	AREA B LEVEL 3	J	1/1/2010	1/1/2010	Existing Structural (1/1/10)
53	AREA H&J LEVEL 3	K	1/1/2010	1/1/2010	Existing Structural (1/1/10)
54	AREAS A&E LEVEL 3	I	1/1/2010	1/1/2010	Existing Structural (1/1/10)
63	AREA B&E LEVEL 3	H	1/1/2010	1/1/2010	Existing Structural (1/1/10)
64	AREA H LEVEL 3	F	1/1/2010	1/1/2010	Existing Structural (1/1/10)
87	AREA F LEVEL 3 SOUTH	D	1/1/2010	1/1/2010	Existing Structural (1/1/10)
90	AREA J LEVEL 3 PRESTRESSING	I	1/1/2010	1/1/2010	Existing Structural (1/1/10)
Tenancy Plans					
A-TP-MM1-01	TENANCY MM1 - FLOOR PLAN	C	4/12/2020	4/12/2020	Tenancy Plans (1/3/20)
A-TP-MM1-02	TENANCY MM1 - REFLECTED CEILING	C	4/12/2020	4/12/2020	Tenancy Plans (1/3/20)
A-TP-MM1-03	TENANCY MM1 - ELEVATIONS & SECTIONS	C	4/12/2020	4/12/2020	Tenancy Plans (1/3/20)
A-TP-MM2-01	TENANCY MM2 - FLOOR PLAN	E	11/12/2020	11/12/2020	Tenancy Plans (1/3/20)
A-TP-MM2-02	TENANCY MM2 - CEILING PLAN	D	3/12/2020	30/12/2020	Tenancy Plans (1/3/20)
A-TP-MM2-03	TENANCY MM2 - ELEVATIONS & SECTIONS	C	3/12/2020	30/12/2020	Tenancy Plans (1/3/20)
A-TP-MM2-04	TENANCY MM2 LEVEL 5 & 6 - FLOOR	C	13/1/2021	13/1/2021	Architectural (17/3/20)
A-TP-MM2-05	TENANCY MM2A - OVERALL LEVEL 5	B	3/12/2020	30/12/2020	Tenancy Plans (1/3/20)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A-TP-MM2-06	TENANCY MM2B - OVERALL LEVEL 6	C	13/1/2021	13/1/2021	Architectural (17/3/20)
A-TP-MM3-01	TENANCY MM3 - FLOOR PLAN	C	3/12/2020	30/12/2020	Tenancy Plans (13/3/20)
A-TP-MM3-02	TENANCY MM3 - REFLECTED CEILING PLAN	C	3/12/2020	30/12/2020	Tenancy Plans (13/3/20)
A-TP-MM3-03	TENANCY MM3 - ELEVATIONS & SECTIONS	C	3/12/2020	30/12/2020	Tenancy Plans (13/3/20)
MLP-L1/1 [6]	LEVEL 1 MASTER LEASE PLAN SHEET 1 OF 5	6	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L1/2 [6]	LEVEL 1 MASTER LEASE PLAN SHEET 2 OF 5	6	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L1/3 [6]	LEVEL 1 MASTER LEASE PLAN SHEET 3 OF 5	6	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L1/4 [6]	LEVEL 1 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 4 OF 5	6	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L1/5 [6]	LEVEL 1 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 5 OF 5	6	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/1 [5]	LEVEL 2 MASTER LEASE PLAN SHEET 1 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/2 [5]	LEVEL 2 MASTER LEASE PLAN SHEET 2 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/3 [4]	LEVEL 2 MASTER LEASE PLAN SHEET 3 OF 7	4	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/4 [5]	LEVEL 2 MASTER LEASE PLAN SHEET 4 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/5 [5]	LEVEL 2 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 5 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/6 [5]	LEVEL 2 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 6 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L2/7 [5]	LEVEL 2 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 7 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/1	LEVEL 3 MASTER LEASE PLAN SHEET 1 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/2	LEVEL 3 MASTER LEASE PLAN SHEET 2 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/3	LEVEL 3 MASTER LEASE PLAN SHEET 3 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/4	LEVEL 3 MASTER LEASE PLAN SHEET 4 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/5	LEVEL 3 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 5 OF 7	5	23/3/2020	23/3/2020	Tenancy Plans (13/3/20)
MLP-L3/6	LEVEL 3 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 6 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
MLP-L3/7	LEVEL 3 MASTER LEASE PLAN - WITH TENANT NAMES SHEET 7 OF 7	5	27/3/2020	27/3/2020	Tenancy Plans (13/3/20)
Traffic Management					
FIG ASC - 1	LEVEL 5 LAYOUT (CIRCULATION)	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)
FIG ASC - 2	LEVEL 5 LAYOUT (CIRCULATION)	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)
FIG ASC - 3	LEVEL 6 LAYOUT CIRCULATION	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)
FIG ASC - 4	DIMENSIONS FOR LEVEL 6	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)
FIG ASC - 5	4.91m (B85) MEDIUM CAR MANOEUVRING REQUIREMENT TO CIRCULATE CAR PARK LAYOUT OF LEVEL 5	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)
FIG ASC - 6	4.91m (B85) MEDIUM CAR MANOEUVRING REQUIREMENT 1 TO CIRCULATE CAR PARK LAYOUT OF LEVEL 6	0	16/10/2019	16/10/2019	Traffic Management (15/10/19)

Schedule of Rates (If applicable)

Pre-commencement deliverables checklist

1. Site specific safe working method statements, including noise mitigation and dust control measures 5-business days before commencement on site.
2. Nominated supervisor.
3. Employee register.
4. Plant register.
5. Tools register, including dates of testing and tagging.
6. All employees and subcontractors that shall be working on the site require to complete the site induction prior to attending site.
7. All employees involved with the relevant tasks require to understand and sign the SWMS before commencing works.
8. Shop drawings as required under the contract.
9. Samples of finishes proposed or specified.
10. Marked up plans with locations of required access panels (service trades).
11. Attend pre-start meeting within 1-week of commencement.

Practical Completion deliverables checklist

1. Relevant certification required by the certifier for the WUS, including Form-16s.
2. Operation and maintenance manuals in prescribed format.
3. Testing and commissioning records (service trades).
4. As-built drawings in CAD & PDF format.
5. ITP sign off for all relevant WUS.

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GPO Box 5420 Sydney NSW 2001

Administration Phone (02) 8206 6000 Fax (02) 8206 6001 Email mail@standards.com.au

Customer Service Phone 1300 65 46 46 Fax 1300 65 49 49 Email sales@standards.com.au

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