



ROCKHAMPTON
NORTHERN
ACCESS UPGRADE

SUBCONTRACTOR AGREEMENT – MINOR WORKS

MINOR WORKS SUBCONTRACT EARTHWORKS MACHINERY HIRE

Rockhampton Northern Access Upgrade

Subcontract Number: SC-P18-07-SU-53

McIlwain Civil Engineering Pty Ltd & SGO Pty Ltd

ABN 73 715 843 474

Goody's Earthmoving Pty Ltd

ABN 93 125 807 310

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SUBCONTRACT CONDITIONS

1. OBLIGATIONS OF THE PARTIES

The Subcontractor must carry out and complete the Works:

- (a) in a proper and tradesperson like manner;
- (b) in accordance with the Subcontract and the Contractor's directions;
- (c) in accordance with the all legislative requirements including any relevant Australian Standards applicable to the Works;
- (d) using materials that are new, free of defects and of the highest quality for the purpose or application required; and
- (e) by the Date for Practical Completion.

2. SUBCONTRACT AND SUBCONTRACT SUM

- (a) Where the Subcontractor has provided its own written contract terms, their contract terms shall have no effect and the terms of this Subcontract shall apply and shall constitute the entire agreement between the parties.
- (b) Upon completing the Works to the reasonable satisfaction of the Contractor, the Contractor shall be obliged to pay the Subcontractor the Subcontract Sum.

3. PAYMENT

- (a) The Subcontractor shall be entitled to claim payment upon the date or happening prescribed in the Subcontract Particulars being either:
 - (i) on the last date of the month the Works were carried out (i.e progressively) for Works on and up to the last date of the month; or
 - (ii) upon achievement of a prescribed milestone; or
 - (iii) upon Completion of the Works.
- (b) A progress claim:
 - (i) must be given in writing to the Contractor; and
 - (ii) shall include details of the value of the Works under the Subcontract which has been satisfactorily completed by the Subcontractor; and
 - (iii) may include details of other moneys then due to the Subcontractor pursuant to the provisions of the Subcontract.
- (c) The Contractor shall, within 10 Business Days after receiving such a progress claim, issue to the Subcontractor a progress certificate which:
 - (i) identifies the progress claim to which it relates;
 - (ii) states the amount of the payment, if any, that the Contractor proposes to make (**certified amount**);
 - (iii) if the certified amount is less than the claimed amount, state why the certified amount is less, and if it is less because the Contractor is withholding payment for any reason, the Contractor's reasons for withholding payment; and
 - (iv) states the amount of the retention moneys and moneys due from the Subcontractor to the Contractor pursuant to the Subcontract.
- (d) Provided that the Subcontractor has complied with this clause 3, the Contractor shall within 25 Business Days after receiving the progress claim, pay to the Subcontractor the balance of the progress certificate after deducting retention moneys and setting off such of the amount in paragraph (d) as the Contractor elects to set off. If that setting off produces a negative balance, the Subcontractor shall pay that balance to the Contractor within 7 days of receiving written notice thereof.

- (e) Neither a progress certificate nor a payment of moneys shall be evidence that the subject Works under the Subcontract have been carried out satisfactorily. Payment other than final payment shall be payment on account only.
- (f) Without limiting the requirements of this clause, it is a precondition to the Subcontractor being entitled to make a progress claim that the Subcontractor execute and deliver to the Contractor the Subcontract.

4. SECURITY

- (a) Security must be provided by the Subcontractor in accordance with Subcontract Particulars.
- (b) If the Subcontract Sum increases, the Contractor may require, and the Subcontractor must provide, additional security.
- (c) The Contractor may have recourse to security:
 - (i) where an amount that is due to the Contractor, under the Subcontract or otherwise, remains unpaid after the time for payment;
 - (ii) in respect of any claim for payment (liquidated or otherwise) that the Contractor may have against the Subcontractor under the Subcontract or otherwise on the giving of written notice to the Subcontractor; or
 - (iii) in respect of any claim against the Contractor by the Principal under the Head Contract where the Contractor is entitled to an indemnity from the Subcontractor under the Subcontract.
- (d) Subject to any right under subclause 4(c), upon Practical Completion, the Contractor's entitlement to security shall be reduced by the percentage or amount in the Subcontract Particulars, and the reduction shall be released and returned within 14 days to the Subcontractor.
- (e) Subject to any right under subclause 4(c), the balance of any remaining security must be released to the Subcontractor within 20 Business Days of the expiry of the Defects Liability Period.

5. DOCUMENTS AND INTELLECTUAL PROPERTY

- (a) Documents provided by the Contractor under the Subcontract or otherwise, remain the Contractor's property and must be returned to the Contractor on demand.
- (b) The Contractor retains all intellectual property in the documents. The Contractor grants to the Subcontractor a licence to use the documents to carry out the Works and any rectification, maintenance or servicing as necessary for the purposes of the Subcontract.
- (c) The Subcontractor must not use, copy or reproduce the documents provided by the Contractor for any purpose other than the Works.

6. VARIATIONS

- (a) The Subcontractor must not vary the Works except in accordance with the Contractor's written Direction.
- (b) The Contractor may direct the Subcontractor to carry out any Variation to the Works. If the Contractor Directs the omission of any part of the Works, the Contractor may (itself or by engaging others) carry out the omitted work.
- (c) The price for a Variation is to be as agreed or if not agreed as determined by the Contractor using the following order of precedence:
 - (i) where the Subcontract prescribes specific rates or prices, applying those rates or prices;



- (ii) where the Subcontract includes a schedule of rates, using those rates or prices to the extent that it is reasonable to use them; then
- (iii) to the extent that neither clauses 6(c)(i)a.i(i) and 6(c)(i) applies, a fair and reasonable valuation of the price of the Variation, which shall include an amount for profit and overheads calculated by using the percentage specified in Subcontract Particulars.
- (d) Despite any other provision of the Subcontract, if the Contractor gives the Subcontractor a Direction which, in the opinion of the Subcontractor, involves a Variation, other than a Direction which the Contractor expressly acknowledges involves a Variation, the Subcontractor shall, within 5 days of receipt of the Direction and in any event before complying with the Direction, notify the Contractor in writing of the Subcontractor's estimate of the additional work necessary to give effect to the Variation (including any likely delay, EOT and cost).
- (e) The Subcontractor shall not be entitled to any claim or additional cost unless it strictly complies with subclause 6(d).

7. SITE CONDITIONS

- (a) The Subcontractor bears the risk of all physical conditions on the site and its surroundings, whether or not those conditions differ from those expected by the Subcontractor at the time it entered into the Subcontract.

8. DEFECTS

- (a) The Subcontractor must rectify at its own cost any part of the Works that is defective (including omitted) within 5 Business Days of being notified in writing by the Contractor.
- (b) As soon as possible after Practical Completion the Subcontractor must rectify all defects existing at Practical Completion.
- (c) During the Defects Liability Period, the Contractor may give the Subcontractor a Direction to rectify a defect within a certain time period. The Subcontractor must carry out rectification as directed and at times and in a manner causing as little inconvenience to the occupants or users of the Project as is reasonably possible.
- (d) If the rectification is not carried out as directed, the Contractor may have the rectification carried out by others and the costs incurred will be a debt due and payable by the Subcontractor to the Contractor.

9. INDEMNITY AND INSURANCE

- (a) The Subcontractor must indemnify, and keep indemnified, the Contractor from and against all claims, proceedings, expenses, costs (including legal costs on a solicitor and own client basis), damages, losses and other liabilities of any kind arising directly or indirectly from any breach of any warranty or any of the other terms and conditions of the Subcontract by the Subcontractor or the Subcontractor's personnel or any negligent act or omission of the Subcontractor or the Subcontractor's personnel, except to the extent of liability which is caused by the wilful misconduct or a negligent act or omission of the Contractor or the Contractor's personnel.
- (b) Without limiting the preceding paragraph, the Subcontractor indemnifies the Contractor against:
 - (i) loss or damage to property, including existing property on or around the site including property belonging to third parties;
 - (ii) claims against the Contractor in respect of personal injury, death, or loss or damage to any property; and

- (iii) any costs, losses or damages that the Contractor pays or becomes liable to pay under the Head Contract, or otherwise, to the extent that such payment or liability arises out of the Subcontractor's failure to comply with the Subcontract.

- (c) The Subcontractor must effect and maintain the insurance specified in Subcontract Particulars and each policy of insurance must be on the terms satisfactory to the Contractor and, other than workers' compensation insurance, name the Contractor as an insured. If the Subcontractor fails to effectively maintain the insurance the Contractor may do so and the cost will be a debt due and payable by the Subcontractor to the Contractor.

10. CARE OF WORKS

- (a) The Subcontractor is responsible for care of the Works from and including the Date for Commencement, or earlier non-exclusive possession of the site granted to the Subcontractor, until 4:00 pm on the date of Practical Completion.

11. TIME AND PROGRESS

- (a) The Subcontractor will be entitled to make a written claim for an extension of time ("EOT") if the Subcontractor is, or will be, delayed in achieving Practical Completion by the Date for Practical Completion by a Qualifying Cause of Delay. That claim must be given to the Contractor within 5 Business Days of the occurrence of the delay.
- (b) Within 10 Business Days of receiving the Subcontractor's claim for an EOT, the Contractor will give the Subcontractor a written notice assessing the EOT claim.
- (c) If the Subcontractor does not comply strictly with the requirements of this clause 11 it will not be entitled to make a claim, nor be granted an EOT.
- (d) Notwithstanding that the Subcontractor is not entitled to or has not claimed an EOT, the Contractor may at any time and from time to time direct an EOT for any reason in its sole discretion (including for an act or omission of the Contractor or the Contractor's employees, agents, other contractors and consultants). The discretion granted to the Contractor is for the benefit of the Contractor and the Contractor is not under any obligation to exercise this discretion for the benefit of the Subcontractor. The Subcontractor shall not be entitled to any additional payment or to make any claim because of any EOT directed by the Contractor under this subclause 11(d)(d).
- (e) The Subcontractor shall not be entitled to make any claim because of any delay or disruption to the Works which results from the Subcontractor's obligation to cooperate and/or coordinate with other contractors, of any kind, on the site.

12. LIQUIDATED DAMAGES

- (a) If the Subcontractor does not achieve Practical Completion by the Date for Practical Completion, the Contractor is entitled to levy liquidated damages as specified in Subcontract Particulars for every day after the Date for Practical Completion up to and including the Date of Practical Completion. The amount calculated shall be a debt due and payable by the Subcontractor to the Contractor.

13. ASSIGNMENT AND SUBCONTRACTING

- (a) The Subcontractor must not assign the Subcontract or any right, benefit or interest under the Subcontract or subcontract any part of the Works without the Contractor's written approval which will not be unreasonably withheld.



14. COMPLIANCE WITH STATUTES

- (a) The Subcontractor must comply with all legislative requirements relating to the Works, including any direction from a local authority or other body having jurisdiction over the carrying out of the Works.
- (b) The Subcontractor indemnifies the Contractor against all loss, damage, expenses or costs incurred or suffered by the Contractor arising out of or in connection with a breach of the Subcontractor's statutory and contractual obligations under clause 14.

15. DEFAULT AND TERMINATION

- (a) If the Subcontractor commits a breach of the Subcontract, the Contractor may issue a notice to show cause to the Subcontractor requiring the Subcontractor to show cause why the Contractor should not terminate the Subcontract.
- (b) If the Subcontractor fails to show reasonable cause within 7 days of receipt of the notice, the Contractor may, by further notice in writing:
 - (i) terminate the Subcontract; or
 - (ii) take out of the Subcontractor's hands the whole or part of the Works remaining to be completed and suspend payment.
- (c) Where the whole or part of the Works are taken out of the Subcontractor's hands or the Subcontract is terminated and as a result, the Contractor incurs additional costs, those costs will be a debt due and payable by the Subcontractor to the Contractor.
- (d) If the Subcontract is terminated for a party's default, including repudiation, the parties' remedies, rights and liabilities will 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.
- (e) Without prejudice to any of the Contractor's other rights under the Subcontract, the Contractor may:
 - (i) at any time and for any reason, by written notice to the Subcontractor, terminate the Subcontract; and
 - (ii) either itself or by a third party complete the uncompleted part of the work under this Subcontract,and the Subcontractor is entitled to claim for the cost of Works incurred up to that date but is not entitled to any payment for loss of profit on the Works that have not been performed at the time of termination of the Subcontract.

16. INSOLVENCY

If either party:

- (a) being a person, becomes bankrupt or makes an assignment of its estate for the benefit of its creditors;
- (b) being a company, becomes insolvent, has a liquidator, provisional liquidator, administrator or receiver appointed or takes or has taken or instituted against it any action which may result in the liquidation of the company or if it enters into any Subcontract with its creditors,

the other party may, without issuing a notice to show cause, terminate the Subcontract by written notice.

17. DISPUTE RESOLUTION

- (a) In the event of a dispute or difference between the Contractor and the Subcontractor in respect of any matter or thing arising out of or in connection with this Subcontract, no party shall commence any proceedings in or make any application to any Court, tribunal or authority in respect of the dispute or difference until representatives of each of the parties have met to discuss the dispute or difference in an attempt to resolve the matter.

18. NOTIFICATION OF CLAIMS

- (a) If the Subcontractor becomes aware of any claim in connection with the subject matter of the Subcontract, the Subcontractor must give the Contractor written notice no later than 5 days after the Subcontractor becomes aware of the claim. The notice shall contain particulars of the claim, including the quantum.
- (b) Subclause 1818(a) shall not apply to any claim, including a claim for payment, the communication of which is required by another provision of the Subcontract.
- (c) If the Subcontractor does not give the Contractor the notice in accordance with subclause 18(a), or communicate a claim in accordance with the relevant provision of the Subcontract, the Subcontractor shall not be entitled to the claim and the Contractor shall be released from all time from the claim.
- (d) Within 20 Business Days of receipt of the notice, the Contractor shall assess the claim and shall certify the amount of that assessment to be moneys then due and payable.

19. GOODS AND SERVICES TAX (GST)

- (a) It is agreed that the Subcontract Sum is exclusive of GST.
- (b) Notwithstanding any other clause in the Subcontract, if any supply made under or in connection with the Subcontract constitutes a taxable supply, then the recipient of the supply of goods or services ("the Recipient") must determine and pay to the Subcontractor of the goods or services ("the Subcontractor") the amount of GST required to be accounted for by the Subcontractor to the Commissioner of Taxation in respect of the supply in addition to any amount or consideration expressed as payable elsewhere in the Subcontract.

20. GOVERNING LAW

- (a) The Subcontract must be governed in all respects by the laws of the jurisdiction within which the work is carried out.

21. ORDER OF PRECEDENCE

In the event of any ambiguity, inconsistency or discrepancy between any of the documents comprising the Subcontract, the documents shall be read in the following order of priority:

- (a) Item 14 of the Subcontract Particulars (Special Conditions);
- (b) Subcontract Particulars;
- (c) these General Conditions;
- (d) Schedule 3 to this Subcontract (Scope of Work).

22. WORK HEALTH SAFETY AND THE ENVIRONMENT

- (e) The Subcontractor must comply with all WHS Legislation, related Law and any Contractor work, health, safety and environmental requirements and policies (as amended from time to time).
- (f) The Subcontractor has a duty to consult, cooperate and coordinate, so far as is reasonably practicable, with other duty holders in relation to the Works and the site and must ensure that the Works do not affect work, health, safety and environmental obligations required of the Contractor or on the site.
- (g) When directed by the Contractor, the Subcontractor must provide reasonable evidence of such compliance with this clause 21.
- (h) The Subcontractor must immediately rectify any unsafe condition, act or omission in relation to the Works and give the Contractor written notice and adequate details of any such event and as required under any WHS Legislation.
- (i) Where the Contractor becomes aware of any unsafe condition, act or omission it may give written notice to the



Subcontractor to immediately (and not more than one (1) day after issue of the notice by the Contractor) remedy and rectify that unsafe condition, act or omission.

- (j) Should the Subcontractor fail to remedy or rectify an unsafe condition, act or omission within the time provided in any Contractor's notice under subclause 21(e) and/or to the satisfaction of the Contractor, the Contractor may at its sole and absolute discretion and without liability:
- (i) suspend the performance of the Works and the Contractor will correct the unsafe condition (and the costs incurred by the Contractor shall be a debt due and owing to Contractor by the Subcontractor);
 - (ii) immediately and without notice, terminate the Subcontract.

23. DEFINITIONS AND INTERPRETATION

In the Subcontract except where the context otherwise requires:

"Business Day" means a day that is not a Saturday or Sunday; or a public holiday, special holiday or bank holiday in the place in which the site is located.

"claim" means any claim for an entitlement to an extension of time, an adjustment to the Subcontract Sum or the recovery of cash, expenses, damages, liabilities or other amounts under the Subcontract or otherwise.

"Completion" means where identified in the Subcontract Particulars, the Date for Practical Completion or otherwise upon completion of the Works.

"Date for Commencement" means the date stated in Subcontract Particulars or such other date nominated by the Contractor in writing.

"Date for Practical Completion" means the date stated in Subcontract Particulars, as adjusted in accordance with the Subcontract.

"Date of Practical Completion" means the date on which the Subcontractor achieves Practical Completion.

"day" means calendar day.

"Defects Liability Period" means the period commencing on the date of Practical Completion and ending on the date of expiry of the last defects liability period under the Head Contract, or such earlier time as the Contractor determines in the Subcontract Particulars.

"Direction" includes any direction, instruction or communication.

"Head Contract" means the contract between the Principal and the Contractor for the execution of the Project.

"Law" means any national, federal (including Commonwealth), state, territory or local government legislation, statutes, ordinances and other laws including regulations, by-laws and other subordinate legislation or law, common law, equity and approvals (including any condition or requirement under them).

"month" means calendar month.

"Practical Completion" means the stage when the Works are complete except for minor defects and/or omissions that do not prevent the Works from being capable of being used for their intended purpose.

"Principal" means the person or entity stated in the Subcontract Particulars being the Principal under the Head Contract.

"Project" means the whole of the work to be carried out and completed by the Contractor under the Head Contract, which is briefly described in the Subcontract Particulars.

"Qualifying Cause of Delay" means any act, default or omission of the Contractor, the Principal or their agents or other contractors (not being employed by the Subcontractor) and a Variation.

"Scope of Work" means the scope of work referred to in Schedule 3 and any subsequent modification approved by the Contractor.

"security" means cash retention, an approved unconditional undertaking or an approved performance undertaking given by an approved financial institution or major Australian trading bank, or other form approved by the Contractor.

"site" means the address in Subcontract Particulars.

"Subcontract" means the Subcontract Particulars, these General Conditions and the documents at Schedule 3 (Scope of Work).

"Subcontract Sum" means the amount payable to the Subcontractor by the Contractor, as set out in Subcontract Particulars, as adjusted in accordance with the Subcontract.

"the Works" means the whole of the work to be designed and carried out by the Subcontractor or reasonably inferable from the Subcontract, and includes, temporary works, constructional plant and Variations, which is generally described in Subcontract Particulars and more particularly described in Schedule 3 (Scope of Work).

"Variation" means to vary the Works by changing, adding to or omitting from the Works.

"WHS Legislation" means the relevant Work Health and Safety Acts, Work Health and Safety Regulations and Codes of Practice, as in force and amended from time to time.

In the Subcontract:

- > clause headings and subclause headings do not form part of, nor are to be used in the interpretation of, the Subcontract;
- > words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
- > the words "include", "includes", "including" are to be read as if they are followed with "(without limitation)"; and
- > no clause of the Subcontract will be construed against a party on the basis that the party or its lawyers were responsible for the drafting of that clause.



SIGNING PAGE

EXECUTED as an agreement

Executed by MCILWAIN CIVIL ENGINEERING PTY LTD &
SGQ PTY LTD ABN 73 715 843 474 in accordance with
section 127 of the Corporations Act 2001 (Cth):

Signature

Name and Title (print)

Date:

20-07-2020

Executed by Goody's Earthmoving ABN 93 125 807 310 in
accordance with section 127 of the Corporations Act 2001
(Cth):

Signature

Name and Title (print)

Date: 18/07/2020

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Date:



SCHEDULE 1

Subcontract Particulars

BETWEEN

Contractor

MCILWAIN CIVIL ENGINEERING PTY LTD & SGQ PTY LTD

ABN 73 715 843 474
Address First Floor, 1283 Lytton Road, Hemmant QLD 4174
Phone (07) 3348 8199
Fax (07) 3390 4775
Email Mark.stone@majv.com

AND

Subcontractor

GOODY'S EARTHMOVING PTY LTD

ACN
ABN 93 125 807 310
Address 52361 Burnett Highway, Bouldercombe QLD 4702
Phone
Fax [insert]
Email accounts@goodysem.com.au

1. **Principal** (clause 22) The State of Queensland acting through the Department of Main Roads and Transport
2. **Project** (description and address) (clause 22) Rockhampton Northern Access Upgrade
3. **Site** (description and address) (clause 22) RNAU Project Limits
Main Office Compound at 1 Olive Street, Parkhurst, QLD 4702
4. **Brief description of the Works** (clause 22) Earthworks Equipment Hire
5. **Date for Commencement** (clause 22) 1st May 2020
6. **Date for Practical Completion** (Clause 22) As applicable
7. **Subcontract Sum** (clause 22)

(a) The Subcontract Sum is the sum of the products ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Subcontract by the rate accepted by the Main Contractor for the section or item (refer Schedule of Rates in Schedule 4).

(b) The Subcontract Sum includes the following provisional sums:

DESCRIPTION OF PROVISIONAL SUM	PROVISIONAL SUM AMOUNT

8. **Payment claim** (clause 3) Invoices sent fortnightly, EOM invoice due by 5th following month
9. **Profit Percentage for Variations** (clause 6) N/A
10. **Security** (clause 4) Type: N/A
Amount: N/A
Reduction upon Practical Completion: N/A
11. **Insurance by Subcontractor** (clause 9)
Public liability \$ 20,000,000.00



- | | | |
|-----|---|--|
| | Plant and Equipment | As per policy |
| | The Works / Risk Policy | \$ |
| | Workers Compensation, personal accident and illness or any other insurance required under Statute | Current |
| 12. | Defects Liability Period (clause 8) <i>21</i> | Commencing: On Date of Practical Completion <i>17</i> |
| 13. | Liquidated damages (clause 12) <i>21</i> | Expiring: N/A <i>21</i> |
| 14. | Special Conditions | \$ per day <i>21</i> |
| | | Refer to Schedule 2 |
- [Handwritten signatures]*



ROCKHAMPTON
NORTHERN
ACCESS UPGRADE

SUBCONTRACTOR AGREEMENT – MINOR WORKS

SCHEDULE 2

Special Conditions

1. Queensland-specific Special Conditions in Schedule 2A.
2. Queensland Government project (TMR Special Conditions) refer to Schedule 2C



SCHEDULE 3

Scope of Work

Working Hours

Monday - Friday 0630hrs to 1730hrs, Saturday 0600hrs to 1500hrs:

Out of Hours (Night) work is generally to be carried out from Sunday to Thursday unless agreed otherwise. Typical out of Hours work where traffic control is required will be in accordance with MRTS02.1.

General Responsibilities

Subcontractor is responsible for:

1. The supply of all resources, plant, equipment and labour required to complete the Subcontract Works in accordance with the Project Specifications and Program. This shall include but not be limited to:
 - Body Trucks
 - Water Carts
 - Truck & Dogs
 - Floats
 - Any tools and equipment not specifically detailed elsewhere as by the Main Contractor
 - All maintenance, Servicing & Fluids for equipment used.
2. All work will be conducted in accordance with the Department of Transport and Main Roads specifications, project specific specifications and the contract drawings *UNDER THE DIRECTION OF MAIN SUPERVISOR (FULL SUPERVISED CONTRACTOR)* *15 / ok*
3. Maintain a clean & tidy worksite
4. Ensure current excavation permit exists before commencing any ground penetration.

Main Contractor is responsible for:

5. The provision of main compound crib and ablution facilities
6. The provision of traffic control subject to the agreed work methods
7. The provision of general lighting for night works (mobile light towers). To be agreed with Main Contractor prior to night works commencing.
8. Ensuring that all known services are identified and positively located, with current DBYD supplied and excavation permit issued

Documentation

Subcontractor is responsible for:

1. The provision of documentation as required for the Construction Works, including but not limited to:
 - Plant Pack Details (Vehicles, Generators, Etc.)

Occupational Health and Safety

Subcontractor is responsible for:

1. Referring to the HSE Handbook and complying.- *Supervised subcontractor* *15 / ok*

Environmental

Subcontractor is responsible for:

1. The supply of all resources, plant, equipment and materials required to complete the works as outlined in this scope of works and in accordance with current Project Environmental Management Plan and approvals/permits
2. Prevent damage of local vegetation and contamination of adjoining waterways and creeks during the Subcontractor's works (Specifically Limestone and Ramsay Creeks)
3. Maintaining environmental controls setup by the Main Contractor in accordance with the ESCP for that area
4. Prevent spill of materials, oils, fuels etc during works

Main Contractor responsibilities include:

5. Provision of overarching Project Environmental Management Plan
6. Provision of all Environmental Approvals required for the Construction of the Works
7. Provision of Environmental resources to assist & audit the Subcontractor compliance as required
8. Provision of all environmental controls (except those listed above) to control sedimentation run off from the site.
9. Installation of temporary silt fences or other controls to stockpiles and the remainder of the site as required to comply with the EMP.
10. The provision of dust, noise and vibration monitoring if required.



SCHEDULE 4 – SCHEDULE OF RATES

DESCRIPTION	UNIT	RATE	TOTAL
Tip Truck	Hr	\$90.00	RATE ONLY
Float Hire	Hr	\$160.00	RATE ONLY
Water Truck	Hr	\$90.00	RATE ONLY
Truck & Super Dog	Hr	\$130.00	RATE ONLY
Truck & Quad Dog	Hr	\$160.00	RATE ONLY
Loader	Hr	\$135.00 \$150	RATE ONLY
14T Excavator	Hr	\$120.00	RATE ONLY
6T Digger & Truck	Hr	\$120.00	RATE ONLY
TOTAL			

Day shift only

ALL NIGHTSHIFT - ADD \$7 per hour

NIGHTSHIFT (LESS THEN 3 NIGHTS IN A ROW) - ADD \$30 per hour (overtime wages)

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ok