

**FORMAL INSTRUMENT OF AGREEMENT FOR THE
CONSTRUCTION OF INSTALLATION OF KERB
AND/OR CHANNEL**

Rockhampton Northern Access Upgrade

Subcontract Number: SC-P18-07-SU-50

McIlwain Civil Engineering Pty Ltd & SGQ Pty Ltd

ABN 73 715 843 474

Kerb 2 Road Pty Ltd

ABN 53 164 436 926

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DETAILS

Date

Parties

Contractor

Name McIlwain Civil Engineering Pty Ltd & SGQ Pty Ltd
ABN 73 715 843 474
Notice details Attention Mark Stone
Address First Floor, 1283 Lytton Road, Hemmant QLD 4174
Email mark.stone@rnajv.com
Fax (07) 3390 4775

Subcontractor

Name Kerb 2 Road Pty Ltd
ABN 53 164 436 926
Notice details Attention Craig Carmichael
Address PO Box. 1804 Townsville, QLD 4810
Email Kerb2road@bigpond.com

BACKGROUND

- A The Contractor sought tenders for the construction of the Works in connection with the Project and the Subcontractor submitted a tender.
- B The Subcontractor has represented and continues to represent to the Contractor that it has the skill, experience, ability and resources required to carry out and complete WUS in accordance with the Subcontract.
- C In reliance on the Subcontractor's representations, the Contractor wishes to engage the Subcontractor to carry out and complete WUS.
- D The Subcontractor agrees to accept the engagement on the terms of the Subcontract.

AGREED TERMS

1. DEFINED TERMS AND INTERPRETATION

1.1 DEFINED TERMS

In the Subcontract:

- a) the following terms have the following meanings:

Term	Definition
Subcontract	means the agreement between the Contractor and the Subcontractor comprising the documents listed in clause 4.
Drawings	means the drawings in SCHEDULE 6 - DRAWINGS.
Formal Instrument of Agreement	means this document.
Subcontract Conditions	means the amended AS4901-1998 subcontract conditions as contained in SCHEDULE 1 - SUBCONTRACT CONDITIONS including its annexures.
Scope of Works	(a) means the documents in SCHEDULE 6 - DRAWINGS OF WORKS
Project	means Rockhampton Northern Access Upgrade
Specification	means the specification in SCHEDULE 5 - SPECIFICATION.

- b) all other terms have the meanings given in the Subcontract Conditions unless the context clearly indicates otherwise.

1.2 INTERPRETATION

The interpretation rules are set out in clause 1 of the Subcontract Conditions.

2. PERFORMANCE

- The Subcontractor must carry out and complete WUS for the Contractor in accordance with the terms of the Subcontract.
- In consideration of the execution and completion of WUS in accordance with the Subcontract, the Contractor must pay the Subcontract Sum to the Subcontractor in accordance with the Subcontract.
- The Subcontract applies to all work carried out by the Subcontractor in connection with the Project before this Formal Instrument of Agreement was executed.

3. SUBCONTRACT SUM

- a) The Subcontract Sum is a Schedule of Rates (Refer Schedule 3)
- b) The Subcontract Sum (together with any additions or deductions provided for by the Subcontract):
 - i. includes all items of WUS necessary for the Subcontractor to carry out and complete WUS in accordance with the Subcontract;
 - ii. is deemed to include all necessary components, works or services reasonably inferable as necessary to complete the Works strictly in compliance with the Subcontract and in a complete and serviceable condition; and
 - iii. is not subject to adjustment except to the extent expressly provided for in the Subcontract.

4. EVIDENCE OF SUBCONTRACT

4.1 SUBCONTRACT DOCUMENTS

The Subcontract is comprised of the following documents:

- a) this Formal Instrument of Agreement;
- b) the Subcontract Conditions;
- c) the Special Conditions;
- d) the Scope of Works;
- e) the Specification;
- f) the Drawings;
- g) the Schedule of Rates; and
- h) any other schedules to this Formal Instrument of Agreement.

4.2 ORDER OF PRECEDENCE

Any inconsistency, ambiguity or discrepancy between the documents set out in clause 4.1 is to be resolved and interpreted according to the same order of precedence as the documents that are listed in clause 4.14.1, with the documents higher in the list having higher priority.

5. GENERAL

5.1 AMENDMENTS

The Subcontract may only be amended by written agreement between all parties.

5.2 COUNTERPARTS

This Formal Instrument of Agreement may be signed in any number of counterparts. All counterparts together make one instrument.

5.3 ENTIRE AGREEMENT

- a) The Subcontract supersedes all previous agreements about its subject matter. The Subcontract embodies the entire agreement between the parties.
- b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in the Subcontract.

- c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into the Subcontract.

5.4 FURTHER ASSURANCES

Each party must do all things necessary to give effect to the Subcontract and the transactions contemplated by it.

5.5 NO WAIVER

- a) The failure of a party to require full or partial performance of a provision of the Subcontract does not affect the right of that party to require performance subsequently.
- b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- c) A right under the Subcontract may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

5.6 GOVERNING LAW AND JURISDICTION

- a) Queensland law governs the *Subcontract*.
- b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

5.7 SEVERABILITY

- a) A clause or part of a clause of the Subcontract that is illegal or unenforceable may be severed from the Subcontract and the remaining clauses or parts of the clause of the Subcontract continue in force.
- b) If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from the Subcontract in the relevant jurisdiction, but the rest of the Subcontract will not be affected.

5.8 COSTS

Each party bears its own costs in relation to the preparation and signing of the Subcontract.

SIGNING PAGE

EXECUTED as an agreement

**Executed by MCILWAIN CIVIL
ENGINEERING PTY LTD & SGQ PTY LTD
ABN 73 715 843 474 by its authorised
representative:**

Signature

Name and title

Date:

**Executed by Kerb 2 Road Pty Ltd ABN 53
164 436 926 in accordance with section
127 of the *Corporations Act 2001* (Cth):**

Signature of director

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

Name of director (print)

Name of director/company secretary (print)

Date:

Date:

SCHEDULE 1 - SUBCONTRACT CONDITIONS

AS4901 Amended subcontract conditions

SCHEDULE 2 - SPECIAL CONDITIONS

1. Schedule 2A – State of Queensland
2. Schedule 2B – Department of Transport and Main Roads

SCHEDULE 3 – SCHEDULE OF RATES

ITEM No	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Part B_Bruce Highway_Nuttall St to Ramsay Ck				
30451.01	Concrete Kerb Type 5	414	m	\$25.00	RATE ONLY
30451.02	Concrete Kerb Type 9	53	m	\$25.00	RATE ONLY
30451.03	Concrete Kerb Type 11	8245	m	\$25.00	RATE ONLY
30451.04	Concrete Kerb Type 12	13	m	\$25.00	RATE ONLY
30452.01	Concrete Kerb Crossing (Type 22)	40	m	\$40.00	RATE ONLY
30454.01	Concrete Kerb and Channel Type 7	7400	m	\$25.00	RATE ONLY
30454.02	Concrete Kerb and Channel Type 15	136	m	\$25.00	RATE ONLY
30454.03	Concrete Kerb and Channel Type 24	278	m	\$25.00	RATE ONLY
30455.01	Concrete Kerb & Channel Crossings (Pram Ramps)	112	m	\$40.00	RATE ONLY
30455.02	Concrete Kerb & Channel Crossings (Pram Ramps)	16	m	\$40.00	RATE ONLY
30455.03	Concrete Kerb & Channel Crossings (Pram Ramps)	198	m	\$40.00	RATE ONLY
	NOTE: BELOW NOT IN SCHEDULE				
30452.03	Concrete Kerb crossings Type 5	0	m	\$40.00	RATE ONLY
30452.04	Concrete Kerb crossings Type 11	0	m	\$40.00	RATE ONLY
30453.01	Concrete Channel 22	0	m	\$40.00	RATE ONLY
	Part C_Bruce Highway_North of Ramsay Ck				
30451.05	Concrete Kerb Type 11	1657	m	\$25.00	RATE ONLY
30453.02	Concrete Channel Type 28	245	m	\$25.00	RATE ONLY
30454.04	Concrete Kerb and Channel Type 7	0	m	\$25.00	RATE ONLY
30454.05	Concrete Kerb and Channel Type 15	162	m	\$25.00	RATE ONLY
30455.04	Concrete Kerb & Channel Crossings (Pram Ramps)	8	m	\$40.00	RATE ONLY
30455.05	Concrete Kerb & Channel Crossings (Pram Ramps)	4	m	\$40.00	
	NOTE: BELOW NOT IN SCHEDULE				
30451.11	Concrete Kerb Type 13	0	m	\$25.00	RATE ONLY
30454.13	Concrete Kerb and Channel Type 24	0	m	\$25.00	RATE ONLY
	Part D_Boundary Road				
30451.06	Concrete Kerb Type 11	170	m	\$25.00	RATE ONLY
30454.06	Concrete Kerb and Channel Type 7	423	m	\$25.00	RATE ONLY
30454.07	Concrete Kerb and Channel Type 24	20	m	\$25.00	RATE ONLY
	Part E_Southern Service Road				
30451.07	Concrete Kerb Type 5	185	m	\$25.00	RATE ONLY
30453.03	Concrete Channel Type 22	37	m	\$25.00	RATE ONLY
30454.09	Concrete Kerb and Channel Type 7	904	m	\$25.00	RATE ONLY
30454.1	Concrete Kerb and Channel Type 24	874	m	\$25.00	RATE ONLY
30455.06	Concrete Kerb & Channel Crossings (Driveway)	95	m	\$40.00	RATE ONLY
	Part F_Northern Service Road				
30451.08	Concrete Kerb Type 1	61	m	\$25.00	RATE ONLY

30451.09	Concrete Kerb Type 5	135	m	\$25.00	RATE ONLY
30451.1	Concrete Kerb Type 11	53	m	\$25.00	RATE ONLY
30452.02	Concrete Kerb Crossings	8	m	\$25.00	RATE ONLY
30453.04	Concrete Channel Type 22 (Type 15)	41	m	\$25.00	RATE ONLY
30454.1	Concrete Kerb and Channel Type 7	752	m	\$25.00	RATE ONLY
30454.12	Concrete Kerb and Channel Type 24	547	m	\$25.00	RATE ONLY
30455.07	Concrete Kerb and Channel Crossings	8	m	\$40.00	RATE ONLY
	Miscellaneous				
	Establishment	TBC	LS	\$4,000.00	RATE ONLY
	Day Rate (Min. 168m/Day Available)	TBC	Day	\$4,200.00	RATE ONLY
	Gully Pit Connections	350	Ea	\$300.00	RATE ONLY
	Accommodation (Included)				
	TOTAL				

The above quantities used for establishing the subcontract sum are estimate quantities only and the subcontract sum is subject to adjustment based on the actual work that is required to be undertaken.

Accordingly, the WUS is subject to remeasurement and the quantities used for establishing the Subcontractor's entitlement to payment shall be calculated using the relevant Transport and Main Roads Method of Measurement MRS01 & MRS03.

NOTES:

Inclusions and Exclusions as set out with reference to Schedule 4 – Scope of Works

Subcontractor:

- Kerb Machine
- Formwork and Consumables
- Sand & Cement (Slurry)
- Work vehicles (utilities and crew trucks)
- Project compliant in accordance with plant pack and project requirements
- Hand & Power Tools (Concrete Saw, Shovels, etc.)
- Concrete Tools and Equipment (i.e. Mixer, Trowel, Mixing Buckets, Spray Containers etc.)
- Other materials, consumables, tools and equipment not specifically detailed elsewhere as by the Main Contractor

Main Contractor:

- Concrete
- Testing
- Cast in items (Service Markers, etc.)
- Cellflex or approved equivalent (Bitumen board)
- Concrete Curing Compounds (DTMR approved)

Quantities shall be tracked and documented no later than 1 shift after the works activity (i.e. the following day) and shall be discussed, agreed and signed by the RNA JV Foreman or Engineer.

CANCELLATION

Where 24 hours' notice is not provided prior to travel departure, a \$1,500.00 fee will apply.

WET WEATHER

Where inclement weather is associated with the works while Kerb 2 Road are onsite, Schedule 1 shall apply.

SCHEDULE 4 - SCOPE OF WORKS

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:
 - Kerb Machine
 - Formwork and Consumables
 - Sand & Cement (Slurry)
 - Work vehicles (utilities and crew trucks)
 - Project compliant in accordance with plant pack and project requirements
 - Hand & Power Tools (Concrete Saw, Shovels, etc.)
 - Concrete Tools and Equipment (i.e. Mixer, Trowel, Mixing Buckets, Spray Containers etc.)
 - Other materials, consumables, tools and equipment not specifically detailed elsewhere as by the Main Contractor
2. Liaison with Main Contractor to ensure all relevant permits, approvals and procedures are in place prior to the commencement of activities
3. Attendance of weekly site meetings
4. Assurance that all work will be conducted in accordance with the Department of Transport and Main Roads specifications, project specific specifications and the contract drawings, including all developed Construction Procedures.
5. Assurance that all work will be conducted in accordance with the relevant Safe Work Method Statements and associated project specific plans/procedures
6. Any associated non-conformances, directly relating to the scope of works as listed in this agreement and the borne costs as applicable for any rework/rectification
7. Removal and reinstatement of temporary traffic barriers and fencing (which can be man handled) at start and end of shift as required for access/egress in accordance with the project specific traffic plans
8. Liaison with Main Contractor for survey requirements, as a minimum 1 day prior
9. Maintaining survey set out information as provided by the Main Contractor
10. Maintaining and reinstatement as required for onsite environmental controls in accordance with the project specific procedures/plans
11. Liaison with Main Contractor to identify resources required and ensure availability (Concrete, Survey, Etc.)
12. Maintaining a clean & tidy worksite
13. Disposal of waste and materials as required to the relevant service bins or disposal locations

Main Contractor is responsible for:

1. Ensuring applicable notice of works is provided to the Subcontractor to ensure availability and resourcing.
 - 1 Week Minimum Notice
2. Ensuring that all known services are identified and relocated outside of the line of the permanent and temporary works (if able) or protection of services as required
3. Development and issuing of relevant project permits and approvals
4. Providing suitable survey set out and pre-pour inspections as agreed with the Subcontractor for the works.
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 the following containers:
 - 1 x Hazchem
8. Development and implementation of project construction procedures, including but not limited to the following:
 - Concrete
 - Curing
 - Hot Weather
9. The provision and servicing of waste bins as necessary
10. The provision of general lighting for night works (mobile light towers). To be agreed with Main Contractor prior to night works commencing.
11. The provision of water supply for construction, curing and cleaning purposes
12. The Supply of permanent materials:
 - Concrete
 - Cast in items (Service Markers, etc.)
 - Cellflex or approved equivalent (Bitumen board)
 - Concrete Curing Compounds (DTMR approved)

Excavation

Subcontractor is responsible for:

1. N/A – Works to be completed by another provider

Main Contractor responsibilities include:

1. The excavation/level of kerb foundations to the specified design levels and extents

Concrete

Subcontractor is responsible for:

1. Liaising with the Main Contractor for concrete pours with sufficient time to order concrete without causing delay. Concrete scheduling requirements to be communicated by way of 2-week lookahead programme and weekly construction meetings with Main Contractor. A minimum of 48 hours' notice required to schedule day concrete delivery. A minimum of 72 hours' notice is required to schedule night concrete delivery. A minimum of 24 hours' notice is required to make changes to, and/or cancel, scheduled day and night concrete deliveries. Additional alterations to the pour (i.e. slight adjustments to quantities or time on site) may be made within 3 hours of the agreed time. Any additional costs, which relate to the Subcontractor's poor planning or negligence may be charged to the Subcontractor.
2. The prevention of environmental contamination due to excess concrete
3. Curing of concrete in accordance with relevant specifications and procedures
4. Ensuring finished design surface is clean of concrete debris associated with kerb placement

Main Contractor responsibilities include:

1. Supply of concrete in accordance with MRTS03, including all fees associated with night opening of batch plant and surcharges.
2. Testing of concrete in accordance with MRTS03 (If Applicable)
3. Direct liaison with Client in relation to all Hold Points and Witness Points in accordance with the relevant specifications as listed in this Subcontract Agreement.
4. Provision of concrete wash down area at site access / egress.

Kerb Construction

Subcontractor is responsible for:

1. Construction of kerb in accordance with the relevant Department of Transport and Main Roads specifications, project specific specifications and the contract drawings, including all developed Construction Procedures. This shall include but not be limited to:
 - Setout
 - Placement
 - Finishing
 - Curing
 - Joint Install (Expansion & Contraction)
 - Kerb Linkups
2. Installation of expansion and contraction joints as per the requirements of the relevant Department of Transport and Main Roads specifications, project specific specifications and the contract drawings, including all developed Construction Procedures.
3. Erection, strip and removal of all formwork as required for kerb linkups and handwork as required
 - Supply of all materials as required
4. Installation of cast-in items (i.e. Service markers, etc.) where provided in advance of placing kerb and channel
5. Compliance with relevant specifications, SWMS and project standards
6. Any movement of materials
7. Maintaining safe access/egress to the work zone throughout the work activity
8. Removal of surplus material to nominated bins or nominated point
9. Quality and standard of workmanship performed shall be in accordance with the relevant specifications and procedures, any associated Non-Conformances resulting from poor workmanship/standard of work shall be borne onto the Subcontractor along with the costs of repair/rectification. This shall include, but is not limited to the following:
 - Finished Surface Level (Outside specified tolerance)
 - Compaction of Concrete (Poor compaction, resulting in honeycombing, etc.)
 - Location (Outside specified positional tolerance)
 - Finish (Excluding general patching requirements, i.e. bagging of concrete, etc.)

Main Contractor is responsible for:

1. The provision of RNA JV labour to assist with the following:
 - Removal of surplus material
 - Survey requirements
 - Quality assurance compliance (i.e. Concrete Tracking)
 - Site house keeping

Documentation

Subcontractor is responsible for:

1. The provision of all personnel and associated plant/equipment documentation in relation to the project induction and safety requirements prior to the commencement of any works, this includes but is not limited to the following:
 - White/Blue Card
 - Relevant tickets/WII
 - Service history
2. The provision of all dockets and day sheets for the works no less than 1 shift after the works activity
 - Dockets and day sheets shall be signed off and agreed by the RNA JV Foreman no less than 1 shift after the works activity
3. The provision of documentation as required including construction procedures and as built records for the works, including but not limited to:
 - Safe Work Method Statements

Main Contractor responsibilities include:

1. The provision of documentation as required including construction procedures and as built records for the works, including but not limited to:
 - Target program
 - Construction Procedures
 - ITP's
2. Supply of a surveyor for setting As-Constructed information
3. Direct liaison with Client in relation to all Hold Points and Witness Points in accordance with the relevant specifications as listed in this Subcontract Agreement.

Occupational Health and Safety

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 Work Health and Safety legislation, the project Construction Safety Management Plan and the project Site Work Procedures
2. Implementation of approved SWMS as agreed for the works as outlined in this scope of works
3. Submission of all relevant plant pack checklists and associated documents at least 14 days prior to mobilisation onto site.
4. Ensuring that all relevant personnel have been inducted into the specific Job SWMS for that work activity prior to the commencement of works
5. Ensuring that the crew has a qualified first aider as part of the work force at all times
6. Supply and compliance of PPE for all Subcontract employees to meet site rules
7. Attendance of all site personnel at daily site pre-start and toolbox
8. Attendance and completion of RNA-JV online and site induction (Monday/Thursday)
9. Completion of RNA JV Pre-Task Assessments as per WHS plan
10. Completion of daily plant inspection checklists prior to commencement of days' work
11. The provision of verification of competencies to comply with relevant legislative requirements.

Main Contractor responsibilities include:

1. Provision of overarching Project Safety Management Plan
2. Provision of safety resources to assist & audit the Subcontractor compliance as required
3. Completion of plant inspection

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
3. Maintaining environmental controls setup by the Main Contractor in accordance with the ERSER plan for that area
4. Ensuring prevention measures in place for spill of materials, oils, fuels etc

Main Contractor responsibilities include:

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

Training

The Queensland Government Building and construction Training Policy, Version 3 applies to the RNA JV. A core requirement of this policy is that a minimum of 10 per cent of the total labour hours on the project is to be undertaken by apprentices and/ or trainees and through other workforce training.

Deemed hours for the training policy to be provided by the Subcontractor in association with the performance of the Works are 860 Hours, calculated from $(\$2,604,800 + \text{GST}) \times 0.03\%$. A minimum of 60% of the deemed hours are to be allocated towards the employment of apprentices and trainees (new entrants only).

To assist the tracking of training undertaken, the Subcontractor must provide detailed records of:

1. Employment and training opportunities for apprentices and trainees offered within its organisation;
2. Upskilling of existing workers through training that is delivered by registered training organisations and which leads to nationally recognised building and civil construction qualifications;
3. Upskilling existing workers through industry recognised training;
4. Upskilling existing workers through apprenticeships or traineeships;
5. Opportunities for Aboriginal and Torres Strait Islander Queenslanders;
6. Employing students in undergraduate programs or offering of cadetships that apply to formal tertiary, professional or technical education; and
7. Provision of the number of employees engaging in professional development or training programs.

SCHEDULE 5 - SPECIFICATION

CN-8677 TMR Standard Document List; Relevant Specifications *Identification Numbers* include:

- MRS/MRTS 01 October 2017
- MRS/MRTS 02 July 2017
- Annexure MRTS02.1 – CN-8677
- MRS/MRTS 03 July 2017
- Annexure MRTS03.1 – CN-8677
- MRS/MRTS 50 July 2017
- MRS/MRTS 51 July 2017
- Annexure MRTS51.1 – CN-8677
- MRS/MRTS 52 July 2017
- Annexure MRTS52.1 – CN-8677
- MRS/MRTS 70 July 2017

NOTE: the above listed Specifications and other Documents are provided in electronic copy only. It is the responsibility of the Subcontractor to ensure they are working to the current specifications. Updated specifications will be provided to the Subcontractor electronically.

SCHEDULE 6 - DRAWINGS

NOTE: Drawings are provided in electronic copy only. Hard copies in A3 of current revision of drawings will be available to view in the Main Contractors site buildings. It is the responsibility of the Subcontractor to ensure they are working to the current drawings. Updated drawings will be provided to the Subcontractor electronically.

SCHEDULE 7 - STATUTORY DECLARATION

FORM OF STATUTORY DECLARATION

(Clause 37.1 Subcontract Conditions)

I, [insert full name] of [insert address] do hereby solemnly declare and affirm that:

- a) I am the representative of [insert Subcontractor's name] (*Subcontractor*) in the office bearer capacity of [insert position/title of declarant] having a contract for *the Subcontract Works* for the construction of [insert project name] and I am in the position to know the facts attested to in this declaration.
- b) All workers who have at any time been engaged by the *Subcontractor* have been paid all moneys due and payable to them for the performance of the *WUS* and the supply of materials for use in the *WUS*, with the exception of the subcontractors and suppliers and the respective amounts listed below:
 - i. [insert names and addresses of workers, the amounts owing, and whether in respect of wages, holiday pay, allowances, etc].
- c) All subcontractors and suppliers to the *Subcontractor* have been paid all moneys due and payable to them for the performance of *WUS* and the supply of materials for use in the *WUS*, with the exception of the subcontractors and suppliers and the respective amounts listed below:
 - i. [insert names and addresses of workers, the amounts owing, and whether in respect of wages, holiday pay, allowances, etc].

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

Declared at []

In the State of []

This [] day of [] 20[]

Before me:

(Full Name and Address)

SCHEDULE 8 - DEED OF RELEASE – PRACTICAL COMPLETION

DEED OF RELEASE – PRACTICAL COMPLETION

(Clause 37 Subcontract Conditions)

Main Contractor

ABN

Address

Subcontractor

ABN

Address

Contract

Contract number

Date of contract

RECITALS

- a) The *Subcontractor* has performed *WUS* for the *Main Contractor*.
- b) A *certificate of practical completion* has been issued in accordance with the *Subcontract*.
- c) The *Subcontractor* makes this deed for the benefit of the *Main Contractor*.

OPERATIVE PART

- a) The *Subcontractor* acknowledges that the value of work carried out by the *Subcontractor* arising out of the *Subcontract Works* or the *Subcontract* up to and including the date of this deed is as follows:

Original Subcontract Sum	\$
Total of all adjustments & approved variations	\$
Subcontract Sum at Practical Completion	\$
Less previous net payments	\$
Final balance owing (inclusive of retention)	\$
Less retention terms (< >% of \$< >)	\$
Balance owing at Practical Completion (exclusive of retention)	\$
- a) The *Subcontractor* hereby releases and discharges the *Main Contractor* from and against all *Claims* (including claims based on statute, common law, unjust enrichment or equity) arising out of or in connection with *WUS*, except for:
 - i. any claim for payment in the amount shown above as payable to the *Subcontractor* for all works performed up to the date of this deed (exclusive of retention);
 - ii. any claim for release of any retention or *security* which falls due for release after execution of this deed; and
 - iii. any claim which is then the subject of a dispute notified in accordance with clause 42 of the *Subcontract*.

- b) This deed may be relied upon and enforced by the *Main Contractor* in accordance with its terms even though the *Main Contractor* is not a party to it. This deed may be amended only by another deed approved in writing by the *Main Contractor*.
- c) The *Subcontractor* warrants that:
- all remuneration and other entitlements payable to or on behalf of the *Subcontractor's* employees for *WUS* have been paid;
 - all amounts payable by the *Subcontractor* to any *secondary subcontractor* in respect of *WUS* have been paid;
 - all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the *Subcontract* and payable by the *Subcontractor* have been paid;
 - any and all goods to be supplied or supplied by the *Subcontractor* pursuant to the *Subcontract* are released from any security interest (including a “security interest” as defined under the *Personal Property Securities Act 2009* (Cth) (PPSA)) held by the *Subcontractor* on the date of this deed; and
 - if the security interest is registered on the Personal Property Securities Register established under the PPSA, it undertakes to register a “financing change statement” (as defined under the PPSA) to reflect the release required by the above paragraph 4(d) within 10 days.

EXECUTED as a Deed Poll.

SIGNED SEALED AND DELIVERED

Executed by [insert name]:

Signature of director

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

Name of director (print)

Name of director/company secretary (print)

SCHEDULE 9 - DEED OF RELEASE – FINAL COMPLETION

DEED OF RELEASE – FINAL COMPLETION

(Clause 37 Subcontract Conditions)

Main Contractor

ABN

Address

Subcontractor

ABN

Address

Contract

Contract number

Date of contract

RECITALS

- a) The *Subcontractor* has performed *WUS* for the *Main Contractor*.
- b) The *Subcontractor* has given the *Main Contractor* a *final payment claim* under the *Subcontract* and makes this deed for the benefit of the *Main Contractor*.

OPERATIVE PART

- a) The *Subcontractor* hereby releases and discharges the *Main Contractor* from and against all *Claims* (including claims based on statute, common law, unjust enrichment or equity) arising out of or in connection with *WUS*, except for:
 - i. any claim for payment in the amount shown as payable to the *Subcontractor* in the *final certificate* (if applicable) in accordance with subclause 37.4 of the *Subcontract*;
 - ii. any claim for release of any retention or *security* which falls due for release after execution of this deed; and
 - iii. any claim which is then the subject of a dispute notified in accordance with clause 42 of the *Subcontract*.
- b) This deed may be relied upon and enforced by the *Main Contractor* in accordance with its terms even though the *Main Contractor* is not a party to it. This deed may be amended only by another deed approved in writing by the *Main Contractor*.
- c) The *Subcontractor* warrants that:
 - i. all remuneration and other entitlements payable to or on behalf of the *Subcontractor's* employees for *WUS* have been paid;
 - ii. all amounts payable by the *Subcontractor* to any *secondary subcontractor* in respect of *WUS* have been paid;
 - iii. all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the *Subcontract* and payable by the *Subcontractor* have been paid;

- iv. any and all goods to be supplied or supplied by the *Subcontractor* pursuant to the *Subcontract* are released from any security interest (including a “security interest” as defined under the *Personal Property Securities Act 2009* (Cth) (PPSA)) held by the *Subcontractor* on the date of this deed; and
- v. if the security interest is registered on the Personal Property Securities Register established under the PPSA, it undertakes to register a “financing change statement” (as defined under the PPSA) to reflect the release required by the above paragraph 4(d) within 10 days.

EXECUTED as a Deed Poll.

SIGNED SEALED AND DELIVERED

Executed by **[insert name]**:

Signature of director

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

Name of director (print)

Name of director/company secretary (print)