Mr Robert Divens
Director and Partner
Hamilton Hayes Henderson Architects
8 Pacific Avenue
Miami QLD 4220

RE: 5 Cottonwood Place Office Development (D&C) – CLIENT ACCEPTANCE FORM

Dear Robert,

Thank you for providing Alder the opportunity to submit a Tender Offer for the required D&C works for 5 Cottonwood Place Office Development.

The scope of work Alder Constructions will undertake is outlined in the attached Price schedule, offering a concise overview of the project.

Our estimation suggests completion within 189 Days, with the exception of delays due to inclement weather.

QUALIFICATIONS

- The scope of works is as detailed by the enclosed Offer Breakup
- No allowance has been made for any security and/or retention for the works
- All quoted rates exclude GST, unless otherwise advised.

INCLUSIONS:

- All required supervision to complete the works
- All plant and labour to complete the works.
- All materials to complete the works.

EXCLUSIONS:

- Survey
- Traffic Control (Alder to co-ordinate only)
- No allowance has been made for the temporary support/relocation of existing services that may encroach on the required works
- Effects of wet weather

ASSUMPTIONS:

- Working hours are 6.30am to 5.30pm Monday to Friday.

REQUESTS:

- Request for any applicable amendments.

OFFER BREAKUP:

	TRADE BREAKUP	TOTAL Excl GST	
DIRECT COSTS			
1	Civil Earthworks and Roadworks	$	190,705.00
2	Civil Stormwater	$	181.400.00
3	Concrete Place Package	$	114,900.00
4	Formwork	$	317,421.00
5	Reo Steel Supply	$	143,386.00
6	Concrete Supply and Testing	$	108,868.00
7	Concrete Grinding & Honing	$	17,221.00
8	Reo Steel Fix	$	69,955.00
9	Brick & Block Work	$	163,370.00
10	Structural Steel	$	351,840.00
11	Metal Roofing & Cladding	$	231,320.00
12	Sheet Metal and FC Cladding	$	430,176.00
13	Aluminium Windows & Doors	$	545,744.00
14	Roller Doors & Shutters	$	8,800.00
15	Architectural Metalwork	$	241,005.00
16	Doors, Frames, and Hardware Supply	$	47,750.00
17	Ceilings, Partitions, and Fitout Carpentry	$	411,549.00
18	Waterproofing	$	16,520.00
19	Painting	$	33,640.00
20	Toilet Partitions	$	14,025.00
21	Glazed Partitions	$	72,715.00
22	Tiling Supply and Lay	$	51,730.00
23	Floor Mats, Tactiles and Stair Nosing	$	10,502.00
24	Joinery and Fitments	$	15,040.00
25	Statutory Signage	$	2,024.00
26	Electrical and Data	$	427,520.00
27	Dry Fire Protection	$	69,500.00
28	Hydraulic Works	$	231,601.00
29	Sanitary Fixtures & Fittings	$	40,038.00
30	Mechanical Services	$	370,707.00
31	Lift Services	$	145,000.00
32	Landscaping Package	$	22,216.00
PRELIMINARIES			
33	Bonds, Guarantees and Insurances	$	69,247.00
34	Other mobilisation costs	$	55,105.00
35	Staff	$	609,846.00
36	Survey	$	23,000.00
37	General Running Costs	$	53,848.00
38	Cleaning and Rubbish Removal	$	62,386.00
39	Plant and Equipment	$	52,130.00
40	Scaffold and Access	$	213,789.00
DESIGN AND APPROVALS			
41	Consultant Fees	$	202,096.00
42	Fees & Approvals	$	59,802.00
OVERHEADS AND MARGIN			
43	Overheads and Margin	$	629,460.00
Sub-Total		**$**	**6,947,497.00**
Total (Excluding GST)		**$**	**6,947,497.00**
Goods and Service Tax (GST)		$	694,749.70

TOTAL (Including GST)	$	7,642,246.70

Date for Commencement: Friday 14th of June 2024

Estimated Date of Completion: Friday 28th of March 2025

Payment Intervals: 30 Days EOM

This Quotation expires and may no longer be accepted 60 days from the heading date.

If you would like us to proceed with these works, then please sign and return this Client Acceptance form.

Yours faithfully,

For Alder Constructions Pty Ltd

Tyanna Childs

Contract Administrator

0434575242

Tyanna.childs@aldercon.com.au

TENDER ACCEPTANCE

I accept this Quotation and the Terms and Conditions contained herein on behalf of the Principal.

Company and ABN:

Signed:

Name:

Position:

Date:

TERMS AND CONDITIONS

1. Alder will undertake the Works in a proper and workmanlike manner and in accordance with this contract.
2. If the Quotation states that the Basis is a Lump Sum, the Contract Price is payable in full. If the Quotation states that the Basis is a Schedule of Rates, the Contract Price will be calculated in accordance with the Schedule of Rates annexed using the measured quantity of each item of work as determined by the Contractor (acting reasonably).
3. The Contractor may subcontract any part of the Works without the consent of the Principal. Subcontracting of the Works does not relieve the Contractor of its obligation under this Contract.
4. The Principal must provide the Contractor sufficient access to the site by the Date for Commencement and to enable the Contractor to carry out and execute the Works, including any access to or over adjoining land that may be required
5. The Works will be considered to be complete on the date the physical works are complete except for minor defects which do not prevent the Works from being reasonably capable of being used for the purpose stated in or reasonably ascertainable from this Contract.
6. The Contractor must use reasonable endeavours to complete the Works by the Estimated Date of Completion. If the Contractor is delayed in the execution of the Works then the Contractor will advise the Principal of the new Estimated Date of Completion.
7. The Principal must pay the Contractor the reasonable costs the Contractor incurs, plus a reasonable margin, as a result of any delay or disruption experienced due to events beyond the Contractor's reasonable control.
8. If the Contractor becomes aware of anything (including physical conditions on site) which differs from that which could reasonably have been anticipated by the Contractor then the Contractor will be entitled to be paid any reasonable costs it incurs as a result, plus a reasonable margin.
9. The Defects Liability Period for the Work commences on date of Completion of the Work and expires three months following. During the Defects Liability Period the Principal may direct the Contractor in writing to correct any defects in the Work to ensure the Works comply with this Contract. The Contractor is not required to correct a defect that occurs because of an act or omission of the Principal or caused by ordinary wear and tear. The correction of the defect or the redoing of the relevant part of the Works will be the Principal's sole and exclusive remedy and no other warranty is provided regarding the Works.
10. Contractor will maintain the insurances it considers in its absolute discretion are appropriate in connection with its business.
11. The Contractor must comply with all statutory requirements applicable to it in the performance of the Works. The Principal must obtain any statutory approvals required for the performance of the Works. The Contractor will be entitled to be paid any costs it incurs plus a reasonable margin as a result of a change in statutory requirements.
12. The Contractor will issue tax invoices as per the Payment Intervals stated within the Quotation. The Principal must pay the Contractor the amount shown on each tax invoice within fourteen days of receipt. If the Principal does not pay a tax invoice on time the Principal must pay interest at the rate of 12% per annum on the amount outstanding plus the Contractor's reasonable costs of recovering the amounts the Principal owes to the Contractor. The Contractor may terminate this Contract by notice in writing to the Principal if the Principal does not pay the Contractor an amount owing under this Contract and that payment is more than thirty days overdue.
13. The Principal does not own or have any right, title or interest in materials the Contractor may supply under the Contract until the Principal has paid the Contractor in full. The Principal grants the Contractor the right to enter the site or any other place for the purpose of retrieving any materials supplied by the Contractor for which the Contractor has not been paid in full.
14. If a party becomes bankrupt, commits an act of bankruptcy, enters into a scheme or arrangement with its Creditors, is placed in official management, has a Receiver and or Administrator appointed, has a liquidator appointed, or has a provisional liquidator appointed, then the other party may immediately terminate this Contract by notice in writing. The Principal may only terminate this Contract if the Contractor fails to remedy a substantial breach within 14 days of the Principal's written notice specifying the breach.
15. If a dispute arises in connection with the Works for this contract then either party may give the other party notice in writing of the dispute. Within fourteen days of the date of the notice senior representatives of the parties with authority to settle the dispute are to meet in good faith and attempt to agree to a resolution. If the dispute has not been resolved within one month of the date of the notice either party may refer the dispute to litigation.
16. This Contract will be interpreted and construed in accordance with the laws of the state in which the Works are to be performed.
17. The expressions "GST", "Supplier" and "Recipient" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999, "GST Act".* The Contract Price and, unless otherwise stated, all other prices or sums payable are exclusive of GST. If GST is imposed under the GST Act on any Supply made under this Contract (as that term is defined in the GST Act) the supplier may, in addition to the consideration for the supply, recover from the Recipient an additional amount equal to the consideration payable by the Recipient of the Supply for the relevant supply multiplied by the prevailing GST rate. That amount is payable at the same time and in the same manner as the consideration of the supply to which it relates.
18. The Principal may transfer its rights under this Contract to anyone else if the Contractor consents in writing.

19. This Contract applies to the performance of the Works before, on or after the date of the Contract.
20. This Contract may only be varied or replaced by a document duly executed by the parties. This Contract constitutes the entire agreement between the Parties and replaces and excludes all prior agreements, representations, warranties and statements. This contract constitutes the entire agreement between the Parties and replaces and excludes all prior agreements, representation, warranties and statements.
21. Notwithstanding any other provision of this Contract and to the full extent permitted by law, the Contractor's maximum aggregate liability to the Principal (or any person claiming through the Principal) arising out of or in connection with the Works or Contract including at law, for breach of this Contract, in tort, under statute or in equity is limited in every respect to the Contract price. Clause 21 applies to the calculation of the liability which is limited under this clause.
22. Neither party will be liable to the other for any loss of revenue, loss of profit, loss of use, loss of financial opportunity, economical loss or for any indirect or consequential loss, damage or expense.
23. Contractor must comply in the performance of this Contract with the requirements of the National Code of Practice for the Construction Industry revised August 2009 ("the Code") and the implementation guidelines of the Code.

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