



# Formal Instrument of Agreement

Between

**Zadro Constructions Pty Ltd**

(ABN [REDACTED])

and



(ABN [REDACTED])  
(Subcontractor)

for

**Formwork, Reinforcement & Concrete**

(Description of Services/Discipline)

***KINDA***

(Project Number/Reference)

*Kindalin*

*Early Learning Centre*

(Project Name)

*Corner Terry Road and Bella Parade,*

*Rouse Hill NSW 2155*

(Project Location)

*30<sup>th</sup> March 2021*

(Date of Agreement)

**Zadro Constructions Pty Ltd**

Suite 49, 83-85 Union Rd, Penrith NSW 2750

Phone: (02) 4574 8000

**FORMAL INSTRUMENT OF AGREEMENT****DATE: 30<sup>th</sup> March 2021****PARTIES**

Zadro Constructions Pty Ltd ABN 81 002 223 967  
of Suite 49, 83-85 Union Rd, Penrith, NSW, 2750  
(Zadro)

.....] ABN .....  
.....  
Contact Name: .....  
Mobile: .....  
Ph: .....  
Email: .....  
(Subcontractor)

**BACKGROUND**

- A. Zadro has entered into the Head Contract with the Principal to *undertake and complete the Kindalin Early Learning Centre. (Head Contract Works).*
- B. The Subcontractor has made an offer to Zadro to carry out the *Supply & Install of Formwork, Fixing of Reinforcement, Pour & Place of Concrete and associated works* in relation to the Head Contract Works and Zadro has accepted the Subcontractor's offer.
- C. Zadro engages the Subcontractor to perform the Works in accordance with the requirements of this Subcontract.

**OPERATIVE PROVISIONS****1. SUBCONTRACT****1.1 Subcontract documents**

Zadro and the Subcontractor agree the following documents comprise the Subcontract between them:

- (a) this Formal Instrument of Agreement; and
- (b) the Subcontract General Conditions and Annexures *Part A – G* inclusive.

**1.2 Subcontract Sum**

The Subcontract Sum is the lump sum of \$ ..... *excluding GST.*

**1.3 Operation of the Subcontract**

The Subcontract applies to all work under the Subcontract, whether the work under the Subcontract is undertaken prior to on or after the date of execution of the Subcontract.

**2. GENERAL****2.1 Order of precedence**

If there is any conflict, inconsistency or discrepancy between the Subcontract documents the following order of precedence will apply:

- (a) this Formal Instrument of Agreement;
- (b) Annexure Part B 'Special Conditions' to the Subcontract General Conditions;
- (c) the Subcontract General Conditions; and
- (d) Annexure Part C 'Subcontract Works Package',

but any ambiguity, conflict, inconsistency or discrepancy in or between the Subcontract Works Package documents will be resolved pursuant to clause 7 of the Subcontract General Conditions.

## 2.2 Entire Agreement

The Subcontract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to the subject matter is replaced by the Subcontract and has no further effect.

## 2.3 Amendment to the Subcontract

The Subcontract can only be amended by written agreement.

## 2.4 Waiver

A term of the Subcontract may only be waived by written agreement.

## 2.5 Counterparts

The Subcontract may be executed in counterparts. Those counterparts taken together constitute one and the same instrument.

**Executed** as an agreement.

### Zadro

Signed for and on behalf of <b>Zadro</b>	)	
<b>Constructions Pty Limited ABN</b> [REDACTED] by	)	.....
its duly authorised representative:	)	Signature
		.....
		Date
		Carmine Strangis
		<b>Full Name</b>
		Director
		<b>Capacity</b>

### Subcontractor

Executed by [REDACTED] <b>ABN</b> [REDACTED]	)
in accordance with section 127 of the <i>Corporations</i>	)
<i>Act</i> 2001 (Cth):	)
	)

.....  
Director

.....  
Name

.....  
Date

.....  
Director / Secretary

.....  
Name

.....  
Date



## **Subcontract General Conditions**

1. DEFINITIONS
2. OBLIGATIONS AND PAYMENT
3. PROVISIONAL SUMS
4. SEPARABLE PORTIONS
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ANNEXURE PART A: SUBCONTRACT PARTICULARS

ANNEXURE PART B: SPECIAL CONDITIONS

ANNEXURE PART C: PARENT COMPANY GUARANTEE

ANNEXURE PART D: SCHEDULE OF RATES

ANNEXURE PART E: SUBCONTRACTOR'S STATEMENT

ANNEXURE PART F: DEED OF RELEASE

ANNEXURE PART G: SUBCONTRACT WORKS PACKAGE

## 1. DEFINITIONS

In this Subcontract:

**Agreed Variation Price** has the meaning given in sub-clause 18.2(c) [*Proposed Variations*].

**Business Day** means any day other than a Saturday, Sunday or Public Holiday.

**Constructional Plant** means equipment and things (such as scaffolding) used in the execution of the work under the Subcontract but not forming part of the Works.

**Date for Practical Completion** means the date (or period of time) stated in Annexure Part A [*Subcontract Particulars*] for Practical Completion (if period of time the last day of that period).

**Date of Practical Completion** means the date certified by Zadro in a certificate of Practical Completion pursuant to sub-clause 21.1 [*Practical Completion*] to be the date on which Practical Completion was reached.

**Deed of Release** means the deed of release set out at Annexure Part F [*Deed of Release*].

**Defects Liability Period** has the meaning given in sub-clause 21.2(a) [*Defects Liability Period*].

**Direction** includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

**Event of Insolvency** means: an admission of insolvency; where execution is levied by a creditor; an act of bankruptcy; where a bankruptcy petition is filed against the Subcontractor; the appointment of an administrator, controller, receiver or liquidator; a winding up order is made by a court; or the entering into any composition or arrangement with creditors; or if Zadro is of the opinion that the Subcontractor lacks the financial capacity to complete the Works.

**Event of Default** means: any breach or default of the Subcontractor's obligations under the Subcontract; if the Subcontractor abandons or intends to abandon the Works; the Subcontractor failing to pursue the Works diligently for a continuous period of 10 Business Days; or a failure to achieve Practical Completion by the Date for Practical Completion.

**Full Design Responsibility** means complete responsibility for the design of the Works as indicated in Annexure Part A [*Subcontract Particulars*].

**Formal Instrument of Agreement** means the document titled 'Formal Instrument of Agreement' to which these Subcontract General Conditions are attached.

**Head Contract** means the contract between Zadro and the Principal as amended at the date of execution of the Subcontract.

**Head Contract WHS Plan** means the WHS plan for the project referenced in the Subcontract Works Package.

**Head Contract Works** means the whole of the work to be executed and completed in accordance with the Head Contract (including variations).

**Intellectual Property Right** means all intellectual property rights, including but not limited to, the following rights: patents, copyright, rights in circuit layouts, registered and unregistered designs, moral rights, registered and unregistered trade marks, service marks, trade names and any right to have confidential information kept confidential; and any application or right to apply for registration of any of those rights.

**Law** means the common law and equity (as they apply in NSW); all present and future Acts of parliament of the Commonwealth and NSW; ordinances, regulations, by-laws, orders or proclamations under Acts and ordinances; persons giving directions, pursuant to the exercise of statutory powers which affect the Works; and fees and charges in connection with the foregoing.

**Payment Claim** has the meaning given in sub-clause 22.1 [*Content of Payment Claims*].

**Payment Schedule** has the meaning given in sub-clause 22.3 [*Payment Schedule in response*].

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Practical Completion** means that stage in the execution of the work under the Subcontract when, the Works are complete except for minor omissions and minor defects, and all requirements for completion set out in the Subcontract Works Package have been met.

**Principal** means the principal, owner or client of Zadro under the Head Contract (as the case may be).

**Provisional Sum** has the meaning in clause 3 [*Provisional Sums*] and includes monetary sum, contingency sum and prime cost item.

**QA Plan** means a documented quality assurance system prepared in accordance with the QA requirements of the Subcontract Works Package, and approved in accordance with sub-clause 12.2 [*Quality Plan*].

**Security** means the amounts retained by Zadro pursuant to sub-clause 5.1 [*Retention*].

**Site Manager** means Zadro's site manager (or delegate).

**Schedule of Rates** means the schedule of rates and prices set out at Annexure Part D [*Schedule of Rates*].

**Subcontract General Conditions** means clauses 1 to 25 of this document.

**Subcontract Sum** means:

- (a) where Zadro has accepted a lump sum, the lump sum amount set out in the Formal Instrument of Agreement;
- (b) where Zadro has accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the priced Schedule of Rates; or
- (c) where Zadro has accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),

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

**Subcontract Works Package** means the document(s) titled 'Subcontract Works Package' set out at Annexure Part G [*Subcontract Works Package*] containing the requirements and details of the work to be executed by the Subcontractor.

**Subcontractor's Program** means the Subcontractor's program approved in accordance with sub-clause 17.2 [*Subcontractor's Program*] for completing the work under the Subcontract.

**Superintendent** means the superintendent under the Head Contract.

**Variation** means any change to the Works or the work under the Subcontract including any addition, decrease, omission, deletion, or removal to or from the Works.

**WHS Act** means *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW), as amended from time to time.

**Work under the Subcontract** means the work which the Subcontractor is or may be required to execute under the Subcontract and includes Variations, remedial work, Constructional Plant and temporary works.

**Works** means the whole of the work to be executed in accordance with the Subcontract, as described or contemplated in the Subcontract Works Package including Variations provided for by the Subcontract.

**Zadro Measurement Sheet** means the Variation measurement sheet signed by Zadro's Site Manager.

## **2. OBLIGATIONS AND PAYMENT**

### **2.1 Subcontractor's primary obligation**

The Subcontractor must complete the Work under the Subcontract by the Date for Practical Completion in accordance with the Subcontract and:

- (a) all applicable Laws, codes and standards; and
- (b) directions of Zadro.

### **2.2 Commencement**

The Subcontractor must commence Work under the Subcontract by the date stated in Annexure Part A [*Subcontract Particulars*] for commencement.

## **2.3 Representatives**

- (a) The Subcontractor must ensure at all times a representative is appointed and given all authority necessary to act on the Subcontractor's behalf under the Subcontract. If Zadro objects to an appointment, the Subcontractor must replace that person. Matters within a representative's knowledge (including directions received) are deemed to be within the Subcontractor's knowledge.
- (b) Zadro's representative stated at Annexure Part A [*Subcontract Particulars*] (as may be changed from time to time) is duly authorised to act on Zadro's behalf under the Subcontract, and is to be the addressee on any notice under the Subcontract.

## **2.4 Cooperation**

- (a) The Subcontractor must cooperate with Zadro, the Principal and other contractors on site and generally minimise any interference with, disruption or hindrance of, or delay to, the performance of works on site being performed by others.
- (b) The Subcontractor acknowledges that the Principal and Zadro (and Zadro's employees, consultants and agents) may have access to any part of the site for any purpose at any time.

## **2.5 Payment**

- (a) Zadro will pay to the Subcontractor the Subcontract Sum, in accordance with the Subcontract, as adjusted by any additions or deductions made pursuant to the Subcontract.
- (b) Incidental items not expressly stated in the Subcontract, but which are clearly necessary for the completion and performance of the Work under the Subcontract, shall be supplied and carried out by the Subcontractor without adjustment to the Subcontract Sum.

## **3. PROVISIONAL SUMS**

- (a) If a Provisional Sum is set out at Annexure Part A [*Subcontract Particulars*] the Subcontractor must, subject to paragraph (b), comply with a direction by Zadro to carry out the work or supply the item to which the Provisional Sum relates.
- (b) Prior to the issue of a direction under paragraph (a), Zadro may direct the Subcontractor to submit prices or quotes for the Provisional Sum work or item. When submitting a quotation for supply of an item, the Subcontractor must (to the extent practicable) submit three (3) quotations.
- (c) A Provisional Sum included in the Subcontract will not itself be payable by Zadro but where pursuant to a direction, any part or the whole of the work or item to which the Provisional Sum relates is carried out or supplied by the Subcontractor, the work or item will be priced by Zadro, and the difference will be added to or deducted from the Subcontract Sum.
- (d) The Subcontract Sum includes an amount for profit and overheads in relation to the Provisional Sums and no amount for profit or overhead in relation to the Provisional Sums will be added to or deducted from the Subcontract Sum.

## **4. SEPARABLE PORTIONS**

Separable portions may be directed by Zadro, who will identify for each, the:

- (a) portion of the Works;
- (b) Date for Practical Completion; and
- (c) respective amounts for Security, bonus and liquidated damages (all calculated pro rata according to the ratio of Zadro's valuation of the separable portion to the Subcontract Sum).

## **5. SECURITY**

### **5.1 Retention**

- (a) Zadro will retain, from payments due to the Subcontractor, amounts as stated in Annexure Part A [*Subcontract Particulars*].
- (b) If the Subcontract Sum increases Zadro may, at any time and from time to time, retain additional amounts so that the total amount of Security equates to the percentage of the Subcontract Sum (as

adjusted) stated as the limit for retained amounts in Annexure Part A [*Subcontract Particulars*].

## **5.2 Recourse to Security**

Zadro may have recourse to Security if the Subcontractor is indebted to Zadro under the Subcontract, or to pay for any costs, expenses or damages Zadro claims to have incurred (or will incur) under the Subcontract, or if the Subcontractor is in breach of any of its obligations under the Subcontract or if Zadro is entitled to terminate the Subcontract.

## **5.3 Reduction and release of Security**

Subject to sub-clause 5.4 [*No reduction or release during litigation*] and sub-clause 22.8 [*Right to set-off*]:

- (a) Zadro's entitlement to Security will be reduced by 50% and Zadro will return the reduction in Security within 20 Business Days after the later of:
  - (i) the issue of a certificate of practical completion for the Head Contract Works; and
  - (ii) receipt by Zadro of an executed Deed of Release; and
- (b) within 20 Business Days after the later of:
  - (i) the performance by the Subcontractor of all obligations under the Subcontract, including the rectification and making good of all Defects;
  - (ii) issue of a final certificate under the Head Contract; and
  - (iii) receipt by Zadro of a written request from the Subcontractor for release of remaining Security,

Zadro will release and return to the Subcontractor any remaining Security held by Zadro.

## **5.4 No reduction or release during litigation**

If at the time Security is to be reduced or released, a party has commenced legal proceedings against the other party in relation to a dispute referred to in clause 24 [*Claims and Disputes*], Zadro's obligation to reduce or release Security will be postponed until 20 Business Days after the final determination of those proceedings.

## **5.5 Parent company guarantee**

If the Subcontractor is a related or subsidiary corporation the Subcontractor must procure, from a guarantor acceptable to Zadro, the execution of the deed of parent company guarantee set out at Annexure Part C [*Parent Company Guarantee*].

## **6. SERVICE OF DOCUMENTS**

- (a) Any document or notice which is or may be issued or served on either party to the Subcontract may be issued or served by:
  - (i) delivering it by hand to the other party, in which case it is deemed to be served or issued on the day that it is delivered;
  - (ii) sending it by post, in which case it is deemed to be served or issued two (2) Business Days after the day on which it is posted; or
  - (iii) subject to paragraph (b), by email, in which case it is deemed to be served or issued contemporaneously, provided the sender's email system does not indicate it has not been sent.
- (b) Notwithstanding paragraph (a), the Subcontractor may not give a notice by email under clause 19 [*Delays, EOTS and Delay Costs*] or clause 24 [*Claims and Disputes*].

## **7. DOCUMENTS**

### **7.1 Discrepancy in Subcontract Works Package documents**

- (a) Notwithstanding the order of precedence in the Formal Instrument of Agreement, if the Subcontractor becomes aware of an inconsistency, ambiguity, discrepancy, or omission in or between the Subcontract Works Package documents, the Subcontractor must notify Zadro



immediately and paragraph (b) will apply.

- (b) If notified under this clause, or upon Zadro becoming aware of an inconsistency, ambiguity, discrepancy, or omission in or between the Subcontract Works Package documents, Zadro will:
  - (i) inform the Subcontractor of the interpretation to be followed; or
  - (ii) if the inconsistency, ambiguity, discrepancy, or omission can be resolved by amending or altering a Subcontract Works Package document, make the required amendment or alteration, or direct that the amendment or alteration be made.
- (c) The Subcontractor acknowledges it is not entitled to any adjustment to the Subcontract Sum or extension of time due to an instruction by Zadro under paragraph (b).

## **7.2 Zadro supplied documents**

Any document Zadro supplies to the Subcontractor remains Zadro's property to be returned to Zadro on demand and is not to be copied or reproduced for any purpose unrelated to the Subcontract.

## **7.3 Subcontractor documents**

- (a) The Subcontractor must supply documents at the times specified in the Subcontract Works Package or at times agreed with Zadro, or, in respect of any design document or shop drawing, if no time is specified or agreed, the Subcontractor must submit those documents 15 Business Days (at a minimum) prior to when they are required, to:
  - (i) allow for Zadro (and if required the Principal or Superintendent) to review; and
  - (ii) permit re-work if required.
- (b) Zadro will notify the Subcontractor if a document submitted pursuant to paragraph (a) above is approved or rejected and, if rejected, the date for resubmission of that document (and the provisions of this clause will reapply).
- (c) Notwithstanding paragraph (b), Zadro will not be required to check Subcontractor supplied documents for errors, omissions, inconsistencies, ambiguities or discrepancies and any Zadro approval will not relieve the Subcontractor of any of its obligations under the Subcontract.

## **7.4 RFIs**

- (a) If the Subcontractor wishes to clarify an issue arising from the Subcontract documents or the Work under the Subcontract, the Subcontractor may submit a written notice requesting information ("**RFI**"). An RFI must state a time by which the Subcontractor requires a response to that RFI (which must be not less than five (5) Business Days).
- (b) The Subcontractor acknowledges and agrees an RFI does not constitute a notice or claim under clause 19 [*Delays, EOTS and Delay Costs*], clause 18 [*Variations*] or clause 24 [*Claims and Disputes*].

## **7.5 Shop drawings and general design warranty**

If the Subcontractor has Full Design Responsibility for the Works, or is required to complete design of the Works through shop drawings, the Subcontractor warrants that it will carry out all necessary design to, and so produce documents which, meet the requirements of all of:

- (a) the Subcontract;
- (b) Zadro's directions;
- (c) any applicable Law;
- (d) the National Construction Code of Australia; and
- (e) relevant Australian Standards.

## 7A. DESIGN

*This clause applies only if the Subcontractor has Full Design Responsibility for the Works beyond shop drawings or minor design documents. Annexure Part A [Subcontract Particulars] will indicate if the Subcontractor has Full Design Responsibility under the Subcontract.*

### 7A.1 Full Design Responsibility

- (a) Without limiting sub-clause 7.5 [*Shop drawings and general design warranty*], the Subcontractor must:
  - (i) produce design documents which will ensure that the Works and every part of them are fit for the purposes required by the Subcontract (or to be reasonably inferred from the Subcontract documents); and
  - (ii) if the Subcontract Works Package includes design carried out by Zadro (or the Principal) before the commencement of the Subcontract ("**Preliminary Design**"), before submitting design documents the Subcontractor (at its own cost) must:
    - A. check and notify Zadro of any errors or faults in the Preliminary Design;
    - B. amend the Preliminary Design so that the Works will be fit for the purposes required by the Subcontract; and
    - C. accept and adopt the Preliminary Design and Preliminary Design documents as if they were prepared by the Subcontractor (amended by the Subcontractor if necessary) so that they become part of the Subcontractor's design documents.
- (b) The Subcontractor acknowledges that the Preliminary Design is incomplete and may contain errors or faults or conflict with legislative requirements or the National Construction Code of Australia or other codes or standards which the Subcontractor is required to comply with.
- (c) Zadro makes no representation concerning the Preliminary Design and the Subcontractor is not entitled to rely on the completeness or accuracy of the Preliminary Design. Zadro relies on the Subcontractor to identify and remedy errors and faults in the Preliminary Design.
- (d) Further, if the Preliminary Design adopted by the Subcontractor contains an error or fault not notified to Zadro the Subcontractor will not be entitled to an extension of time and will be responsible for the cost of any aborted work arising out of the error or fault and the cost to rectify and the value of any Variation Zadro may direct (in its absolute discretion) as a result of the error or fault will not include the cost of aborted work.
- (e) Unless expressly permitted by the Subcontract the Subcontractor must not depart from the design intent as inferred, shown, evidenced or contemplated by the Subcontract.

### 7A.2 Intellectual Property Rights

- (a) The Subcontractor warrants that the Subcontractor's documents and any related design, materials, documents and methods of working will not infringe any Intellectual Property Rights and indemnifies Zadro against any costs, losses, expenses or damages arising out of any infringement.
- (b) Ownership of Intellectual Property Rights in all design documents vests in Zadro on creation and the Subcontractor will have a license to the Intellectual Property Rights in the design documents for any purpose associated with the Works.

### 7A.3 Professional indemnity and consultants

- (a) The Subcontractor must effect and maintain (and ensure any consultant engaged by the Subcontractor in the design of the Works effects and maintains), professional indemnity insurance with levels of cover and a run-off period not less than that stated in Annexure Part A [*Subcontract Particulars*].
- (b) Any design consultant engaged by the Subcontractor must be suitably qualified and experienced. If directed by Zadro to do so, the Subcontractor must accept the novation of and retain Zadro's Preliminary Design consultants.

## **7A.4 Design review and coordination**

- (a) If requested by Zadro the Subcontractor must undertake design review and:
  - (i) consider the design with Zadro's personnel or personnel of the Principal or with the Superintendent; and
  - (ii) attend design coordination meetings and coordinate with Zadro's design consultants (or other 'design and construct' subcontractors).
- (b) The Subcontractor must further develop the design and Subcontractor's design documents using the outcomes of this review prior to the Subcontractor submitting its design documents in accordance with clause 7.3 [*Subcontractor documents*].
- (c) Notwithstanding any design review and consideration by others the Subcontractor remains fully responsible for all Subcontractor design documents and nothing Zadro does or omits to do in connection with this clause makes Zadro liable for the Subcontractor's design documents.

## **7A.5 Design check**

When requested by Zadro (at any time and from time to time), the Subcontractor must provide to Zadro a design certificate in a form acceptable to Zadro stating that the Subcontractor's design complies with the Subcontract and is fit for purpose.

## **8. SECONDARY SUBCONTRACTORS**

### **8.1 Secondary subcontracting**

- (a) The Subcontractor must not, without the written approval of Zadro (which may be withheld in Zadro's absolute discretion and for any reason), assign any payment or enter into any secondary subcontract, where the amount or value of the secondary subcontract, exceeds 25% of the Subcontract Sum.
- (b) With a request for approval, the Subcontractor must provide to Zadro any information which Zadro requests, including the proposed secondary subcontract documents without prices.
- (c) An approval of a secondary subcontract may be conditional upon that contract including provisions which may be necessary to enable the Subcontractor to fulfil the Subcontractor's obligations to Zadro.

### **8.2 Responsibility for secondary subcontractors**

- (a) The Subcontractor is liable to Zadro for the acts and omissions of secondary subcontractors and employees and agents of secondary subcontractors as if they were acts or omissions of the Subcontractor and anything in a secondary subcontractor's control is taken to be in the Subcontractor's control.
- (b) Approval pursuant to clause 8.1 [*Secondary subcontracting*] will not relieve the Subcontractor from any liability or obligation under the Subcontract.

## **9. REMOVAL OF EMPLOYEES GUILTY OF MISCONDUCT**

The Subcontractor must immediately remove from the site, any employee or agent of the Subcontractor (or employee of a secondary subcontractor) who in Zadro's opinion is guilty of misconduct, or is incompetent or negligent. That person may not then be employed on site without the prior written consent of Zadro.

## **10. WHS ENVIRONMENT AND LAW**

### **10.1 Subcontractor obligation, safe work statement, WHS plan**

- (a) The Subcontractor must comply with the WHS Act and relevant parts of the Head Contract WHS Plan.
- (b) The Subcontractor must prepare and submit to Zadro for review prior to commencing work on site:
  - (i) a written safe work method statement pursuant to the WHS Act; and
  - (ii) any documents or plans required by the Subcontract Works Package.

- (c) When requested to do so, the Subcontractor must demonstrate compliance with its safe work method statement and/or any WHS requirements of the Subcontract Works Package.

## **10.2 Risk assessments**

- (a) The Subcontractor must:
  - (i) carry out risk assessments at appropriate intervals during the carrying out of the work under the Subcontract; and
  - (ii) immediately notify Zadro of any potential breach or non-compliance with the WHS Act in the carrying out of the work under the Subcontract.
- (b) If Zadro considers there is a risk to the environment, a risk of injury to people or a risk of damage to property arising from the work under the Subcontract:
  - (i) Zadro may direct the Subcontractor to change its manner of working or to cease working until the risk is removed; and
  - (ii) the Subcontractor must, at its own cost, comply with any such direction.

## **10.2 Indemnity for contribution to breach of WHS Act**

- (a) The Subcontractor acknowledges Zadro is '*principal contractor*' for all construction work carried out under the Head Contract for the purposes of the WHS Act, and that acts or omissions of the Subcontractor may affect the ability of Zadro to comply with its duties and obligations arising under the WHS Act.
- (b) The Subcontractor must ensure so far as is practicable that it does not by its acts or omissions cause or contribute to any breach by Zadro of any provision of the WHS Act and must take all steps as are practicable to assist Zadro in complying with the provisions of the Act. Although the Subcontractor shall not be required to indemnify Zadro with respect to any prosecution of Zadro for a breach of the WHS Act, the Subcontractor must otherwise indemnify Zadro to the extent permitted by law in respect of any liability, costs, losses or expenses whatsoever arising in connection with any breach of the WHS Act by Zadro to which the Subcontractor has contributed by a breach of this clause.

## **10.3 Environmental pollution**

The Subcontractor must so far as is practicable ensure that in connection with the execution of the Work under the Subcontract, Zadro does not become liable in connection with any environmental pollution or like matter and the Subcontractor must, to the extent permitted by law, indemnify Zadro in respect of any such liability or any allegation thereof and associated costs, losses or expenses.

## **10.4 Compliance with Laws**

The Subcontractor must comply with all Laws, except if only Zadro can comply with such Law, and applicable Australian Standard and National Construction Code of Australia provisions. A change in a Law having effect after the execution of the Subcontract, that necessitates a change to the Works or an increase or decrease in a fee payable or payment of a new fee, is at the Subcontractor's risk. The Subcontractor acknowledges it will have no claim (including to an extension of time) against Zadro due to a change in a Law or Australian Standard or National Construction Code of Australia provision.

# **11. PEOPLE PROPERTY AND WORKS**

## **11.1 Protection of People and Property**

- (a) Insofar as compliance with the Subcontract permits, the Subcontractor must take measures necessary to protect people and property, to avoid unnecessary interference with the passage of people and vehicles, and to prevent nuisance and unreasonable noise and disturbance.
- (b) If the Subcontractor damages property, the Subcontractor must immediately rectify the damage and pay any compensation which the Law requires the Subcontractor to pay.
- (c) If the Subcontractor fails to comply with an obligation under this clause, Zadro, upon providing notice to the Subcontractor, in addition to any other rights and remedies, may have the obligation performed by others. The costs incurred by Zadro will be a debt due from the Subcontractor to Zadro.

## **11.2 Care of the works and Reinstatement**

- (a) The Subcontractor is responsible for care of:
  - (i) the whole of the Work under the Subcontract from and including the date of commencement of the Work under the Subcontract until receipt of a certificate of Practical Completion; and
  - (ii) any work being made good or being repaired in compliance with sub-clause 21.2 [*Defects Liability Period*] and items to be removed from the site by the Subcontractor after Practical Completion.
- (b) The Subcontractor is responsible for the care of and preservation of things entrusted to the Subcontractor by Zadro or brought onto the site by any secondary subcontractors for executing the Work under the Subcontract.
- (c) If loss or damage, other than that caused by Zadro (its employees or agents), occurs to the Works during the period of the Subcontractor's care, the Subcontractor must, at its cost, rectify such loss or damage.

## **11.3 Urgent Protection**

If urgent action is necessary to protect the Work under the Subcontract, other property or people and the Subcontractor fails to take action, in addition to any other rights or remedies of Zadro, Zadro may take the necessary action without prior notice to the Subcontractor. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the costs incurred by Zadro will be a debt due from the Subcontractor to Zadro.

## **11.4 Cleaning up**

- (a) The Subcontractor must keep those parts of the site used for Work under the Subcontract clean and tidy, remove rubbish and surplus material regularly (and as and when directed by Zadro) and at Practical Completion, promptly remove any temporary works and Constructional Plant from the site.
- (b) If the Subcontractor fails to comply with its obligations under paragraph (a), Zadro may have the obligation performed by others and any costs incurred by Zadro will be a debt due from the Subcontractor to Zadro.

## **11.5 Nuisance**

- (a) The Subcontractor must ensure that no damage, nuisance or inconvenience is caused to anyone lawfully on the site and occupiers of adjacent properties or the public by anything, including dust, dirt, water or noise.
- (b) The Subcontractor must keep site access ways clear and unobstructed.

## **12. QUALITY ASSURANCE**

### **12.1 Quality of material and workmanship**

The Subcontractor must use new and fit for purpose material and execute the Work under the Subcontract in accordance with best industry practice.

### **12.2 Quality Plan**

- (a) Prior to commencing works on site the Subcontractor must submit its draft QA Plan to Zadro for approval. Once approved the Subcontractor's draft QA Plan becomes the Subcontractor's QA Plan.
- (b) Zadro will, within five (5) Business Days of receipt of the Subcontractor's draft QA Plan, notify the Subcontractor:
  - (i) the Subcontractor's draft QA Plan is approved; or
  - (ii) the Subcontractor's draft QA Plan is not approved, with reasons, and the date by which the Subcontractor's (amended) draft QA Plan is to be resubmitted.
- (c) If paragraph (b) (ii) applies, the Subcontractor must resubmit its draft QA Plan by the date specified and the provisions of paragraph (a) will reapply.

- (d) The QA Plan will be used as an aid to achieving compliance with the Subcontract and approval by Zadro will not relieve the Subcontractor of the responsibility to comply with the Subcontract.

### **12.3 Defective work**

- (a) If at any time Zadro becomes aware of work done (or material provided) which is not in accordance with the Subcontract, Zadro may provide notice to the Subcontractor of that fact and may direct the Subcontractor to do any one or more of the following (including times for commencement and completion):
- (i) to remove the material from the site;
  - (ii) to demolish the work;
  - (iii) to redesign, reconstruct, replace or correct the material or work; or
  - (iv) not to deliver the material or work to site.
- (b) If the Subcontractor fails to comply with a notice under paragraph (a) Zadro may have the rectification works carried out by others and the costs incurred will be a debt due from the Subcontractor to Zadro.
- (c) Zadro may, instead of giving a notice under paragraph (a) above, direct that Zadro elects to accept the subject work, whereupon there will be a deemed negative Variation.
- (d) Where paragraph (c) above applies, the Subcontract Sum will be decreased by the greater of the:
- (i) cost to Zadro of remedying the material or work, valued in accordance with clause 18 [Variations]; or
  - (ii) resulting decrease in the value to Zadro or the Principal of the Works and any other loss which Zadro is likely to suffer or incur if it accepts the material or work.

## **13. INSURANCE AND INDEMNITY**

### **13.1 Indemnity**

The Subcontractor indemnifies Zadro against:

- (a) loss or damage to property of Zadro or of the Principal (in or upon which Work under the Subcontract is being carried out);
- (b) claims against Zadro by any person in respect of illness, injury or death; and
- (c) claims against Zadro by any person in respect of loss or damage to any property,

arising out of or as a consequence of executing the Work under the Subcontract (or negligent acts or omissions of any secondary subcontractor engaged in the execution of the Work under the Subcontract).

### **13.2 Zadro contract works insurance**

- (a) Zadro will maintain contract works insurance covering the Work under the Subcontract.
- (b) The Subcontractor must pay all excesses in relation to insured matters under the contract works insurance to the extent the Subcontractor's acts or omissions (or the acts or omissions of secondary subcontractors under its control) caused the insurable event.
- (c) The Subcontractor acknowledges extracts of the policy have been provided to it prior to execution of the Subcontract. A copy is available on request.

### **13.3 Subcontractor public liability insurance**

- (a) Prior to commencing work on site the Subcontractor must effect (and maintain until a final certificate is issued) and pay all premiums for, public liability insurance covering the parties' respective liability to each other for loss or damage to property and the death of, or illness to, or injury of any person, arising out of or in connection with performance of the Subcontract.
- (b) Any policy of insurance effected under paragraph (a) must:

- (i) name Zadro as an insured and must cover Zadro, its employees and agents and all secondary subcontractors of the Subcontractor;
- (ii) have a limit of indemnity for each and every occurrence not less than the sum stated in Annexure Part A [*Subcontract Particulars*]; and
- (iii) be effected with a reputable insurer and on terms approved by Zadro (which approval may be withheld in Zadro's absolute discretion).

#### **13.4 Subcontractor third party insurance**

The Subcontractor must ensure it has in place third party property damage insurance for all motor vehicles owned, leased or hired by the Subcontractor, used in connection with the execution of the Work under the Subcontract.

#### **13.5 Subcontractor insurance of site equipment**

The Subcontractor must ensure it has in place material loss or damage insurance covering and for replacement of all Constructional Plant and temporary works against physical loss, damage or destruction.

#### **13.6 Subcontractor workers compensation**

Prior to commencing work on site the Subcontractor must have in place and have paid all premiums for workers compensation and related liability insurance in accordance with the requirements of the *Workers Compensation Act 1987* (NSW) and where possible extended to indemnify Zadro against statutory liability to persons employed by the Subcontractor.

#### **13.7 Asbestos**

Where the Work under the Subcontract involves or may involve the disturbance, removal or disposal of any asbestos, the Subcontractor must effect a policy of insurance in respect of the Subcontractor's liability for occurrences arising as a result of exposure of any person to any asbestos or any compounds related to asbestos. Such policy of insurance shall be for the amount required by Zadro and comply with any relevant Laws. The Subcontractor shall maintain the policy until expiry of the Defects Liability Period.

#### **13.8 Proof of insurance**

Whenever requested to do so by Zadro the Subcontractor must demonstrate:

- (a) it has maintained the public liability policy effected under sub-clause 13.3; and
- (b) has in place those insurances required pursuant to sub-clauses 13.4 to 13.7, by production of a certificate of currency.

#### **13.9 Failure to insure**

If the Subcontractor fails to provide satisfactory evidence of insurance under clause 13.8 [*Proof of insurance*], Zadro may effect and maintain that insurance and pay the necessary premiums. The cost of the premiums will be a debt due from the Subcontractor to Zadro.

#### **13.10 Notice of claim**

The Subcontractor must inform Zadro of any occurrence that may give rise to a claim under a policy of insurance referred to in this clause 13 and keep Zadro informed of subsequent developments concerning that claim.

### **14. SITE**

#### **14.1 Non-exclusive possession**

- (a) At the time the Subcontractor is to commence Work under the Subcontract:
  - (i) Zadro will give the Subcontractor sufficient access to so much of the site as is necessary for the Subcontractor to commence execution of the Work under the Subcontract; and
  - (ii) Zadro will, subject to any other provisions of this Subcontract, thereafter give the Subcontractor sufficient access to the site as is necessary to enable the Work under the Subcontract to be executed.



- (b) Any non compliance with paragraph (a) for a period equal to, or less than that set out in Annexure Part A [*Subcontract Particulars*], will not constitute a breach of the Subcontract by Zadro.

#### **14.2 Site condition risk**

- (a) The Subcontractor warrants that it has entered into the Subcontract relying on its own investigations of the site and accepts the site and any structures on the site in their present condition.
- (b) Zadro makes no representation and gives no warranty with respect to:
  - (i) site conditions (including sub-surface and geo-technical conditions);
  - (ii) any structure on the site (including works completed by previous subcontractors); and
  - (iii) as to the accuracy, adequacy, suitability or competence of any site information document supplied to the Subcontractor.
- (c) The Subcontractor assumes the risk of all increased costs, loss or delay suffered in executing the Work under the Subcontract, arising out of or in connection with the physical conditions and characteristics of the site and its surrounds.

#### **14.3 Minerals, fossils and relics**

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest (inclusive of indigenous), and articles of value found on the site shall as between the parties be and remain the property of Zadro. Immediately upon the discovery of these things the Subcontractor must:

- (a) take precautions to prevent their loss, removal or damage; and
- (b) give Zadro immediate notice of the discovery.

### **15. SETTING OUT, INSPECTIONS, EXAMINATIONS AND TESTING**

#### **15.1 Setting out, errors, care of survey marks**

- (a) (If applicable), Zadro will give the Subcontractor the data and like information necessary for the Subcontractor to set out the Works, together with those survey marks specified in the Subcontract Works Package.
- (b) The Subcontractor will rectify every error in the position, level, dimensions or alignment of any work after promptly notifying Zadro unless Zadro directs otherwise.
- (c) The Subcontractor will keep in their true positions all survey marks supplied by Zadro and promptly notify Zadro if a survey mark is disturbed. If a disturbance to a survey mark is caused by the Subcontractor, or any of its employees, agents or secondary subcontractors, the costs incurred by Zadro in reinstating the survey mark will be a debt due from the Subcontractor to Zadro.

#### **15.2 Inspections**

The Subcontractor must comply with an inspection direction issued by Zadro, the Principal or the Superintendent.

#### **15.3 Examination and Testing**

- (a) The Subcontractor must:
  - (i) carry out (or assist with) tests as stated in the Subcontract Works Package, or as directed by Zadro or the Superintendent; and
  - (ii) if directed to do so, provide assistance to the Superintendent in relation to tests under the Head Contract.
- (b) On completion of testing the Subcontractor must make good (where applicable) Work under the Subcontract. All costs in connection with testing pursuant to this sub-clause will be borne by the Subcontractor.



## **16. SITE MEETINGS AND WORKING HOURS**

### **16.1 Site meetings**

The Subcontractor must, from the date of commencement of work on site, until the Date of Practical Completion:

- (a) attend all site coordination meetings at the time specified in the Subcontract Works Package; and
- (b) if directed by Zadro to do so, attend project meetings under the Head Contract.

### **16.2 Working hours**

- (a) Unless Zadro directs otherwise, customary industry working hours will apply.
- (b) If in the interests of safety of the Work under the Subcontract, or to protect life or property, the Subcontractor finds it necessary to execute work outside customary working hours, the Subcontractor must immediately notify Zadro in writing of the circumstances. If inspection or attendance of Zadro, the Principal or the Superintendent is required, the costs of that inspection or attendance will be borne by the Subcontractor.

## **17. PROGRAMMING AND SUSPENSION**

### **17.1 Programming**

The Subcontractor must:

- (a) program the Work under the Subcontract to ensure Practical Completion is achieved by the Date for Practical Completion; and
- (b) coordinate Work under the Subcontract with works under the Head Contract.

### **17.2 Subcontractor's Program**

- (a) The Subcontractor must submit a draft program to Zadro for approval. When the Subcontractor's draft program is approved by Zadro it becomes the Subcontractor's Program.
- (b) Within five (5) Business Days of receipt of the Subcontractor's draft program, Zadro will notify the Subcontractor if the Subcontractor's draft program is approved, or not approved, with reasons and a date for re-submission.
- (c) If the Subcontractor's draft program is not approved under paragraph (b), the Subcontractor must resubmit the Subcontractor's amended draft program by the date specified and the provisions of paragraph (a) will reapply.
- (d) Notwithstanding Zadro's approval of the Subcontractor's Program, Zadro will not be required to do anything or supply any item (including free issue material) other than as contemplated by the Subcontract.

### **17.3 Re-sequencing**

- (a) Zadro may direct the Subcontractor to re-sequence the Subcontractor's Program:
  - (i) so as to ensure that Practical Completion is achieved by the Date for Practical Completion; or
  - (ii) to accommodate the work under the Head Contract.
- (b) Upon receipt of a direction under paragraph (a) the Subcontractor must immediately comply with the direction.
- (c) The Subcontractor is not entitled to any claim in relation to a re-sequencing direction by Zadro under paragraph (a).

### **17.4 Suspension**

- (a) Zadro may at any time and for any reason direct the Subcontractor to suspend the whole or any part of the Work under the Subcontract.

- (b) Following a suspension direction Zadro will direct the Subcontractor to recommence work on the whole or relevant part of the Work under the Subcontract.
- (c) Subject to paragraph (d), if the Subcontractor suffers a delay to the Date for Practical Completion as a result of a suspension direction under paragraph (a), it will be entitled to an extension of time under clause 19 [*Delays, EOT's and Delay Costs*].
- (d) If Zadro's direction to suspend the whole or any part of the Work under the Subcontract is a result of the Subcontractor's fault or breach of the Subcontract, that suspension is at the cost and risk of the Subcontractor and it will not be entitled to any claim in respect of such suspension under clause 19 [*Delays, EOT's and Delay Costs*] or otherwise.

## **18. VARIATIONS**

### **18.1 Variations generally**

- (a) Zadro may at any time prior to the Date of Practical Completion direct the Subcontractor to carry out a Variation.
- (b) A Variation direction may state the Agreed Variation Price of the Variation (if any). If the price of a Variation is not agreed, the Variation will be valued under sub-clause 18.3 [*Valuation of Variations*].
- (c) For the avoidance of doubt, the Subcontractor must carry out a Variation when directed whether the price of the Variation is agreed or not.
- (d) If a Variation omits any part of the Works Zadro may have that work carried out by another subcontractor or carry that work out itself.

### **18.2 Proposed Variations**

- (a) Zadro may request the Subcontractor to price a proposed Variation ("***Variation Proposal***").
- (b) Within 10 Business Days of receipt of a Variation Proposal the Subcontractor must provide:
  - (i) the estimated cost of the Variation Proposal; and
  - (ii) its likely effect on the Subcontractor's Program.
- (c) If Zadro accepts the Subcontractor's estimate the Subcontractor's estimate will become the Agreed Variation Price.

### **18.3 Valuation of Variations**

The Subcontract Sum will be increased or decreased for all directed Variations by the Agreed Variation Price, or by the following order of precedence:

- (a) prior agreement; or
- (b) by an amount determined by Zadro using any rates or prices set out in the Schedule of Rates; or
- (c) if the rates or prices set out in the Schedule of Rates are not applicable, Zadro will determine:
  - (i) if the Variation involves additional or increased work, a reasonable amount to which will be added, the amount for Subcontractor profit and overhead stated at Annexure Part A [*Subcontract Particulars*]; or
  - (ii) if the Variation involves decreased or omitted work, a reasonable amount.

### **18.4 Direction thought to be a Variation**

Where the Subcontractor considers a direction given by Zadro to constitute a Variation, the Subcontractor must notify Zadro's representative within five (5) Business Days of receiving that direction.

### **18.5 Day works**

Zadro may direct the Subcontractor to carry out a Variation (or part thereof) as day works.

## **19. DELAYS, EOTS AND DELAY COSTS**

### **19.1 First notice**

- (a) The Subcontractor must, upon becoming aware of anything which could delay any part of the work under the Subcontract, within two (2) Business Days, notify Zadro in writing of the nature of the event, the likely extent of delay and impact on the Date for Practical Completion.
- (b) A notice under paragraph (a) is a condition precedent to the Subcontractor's entitlement to an extension of time.

### **19.2 Second notice and EOT entitlement**

- (a) If the Subcontractor is or will be delayed in reaching Practical Completion by the Date for Practical Completion by any of the following causes of delay:
  - (i) an act or omission of Zadro (including an act of prevention), the Principal, the Principal's employees, agents or contractors, or the Superintendent;
  - (ii) a Variation;
  - (iii) a qualifying cause of delay stated at Annexure Part A [*Subcontract Particulars*]; or
  - (iv) a cause of delay giving the Subcontractor an entitlement to an extension of time under another clause of the Subcontract,the Subcontractor may be entitled to an extension of time for Practical Completion.
- (b) If the Subcontractor considers itself entitled to an extension of time for Practical Completion it must notify Zadro in accordance with clause 24 [*Claims and Disputes*].
- (c) If the Subcontractor is entitled to an extension of time Zadro will determine a reasonable extension of time within 10 Business Days of receipt of the Subcontractor's claim under clause 24 [*Claims and Disputes*].

### **19.3 Delay Costs**

The right of the Subcontractor to claim an extension of time under this clause 19 is the Subcontractor's sole remedy in respect of any exclusion, suspension, delay or disruption arising out of or in connection with the Subcontract, including delay or disruption arising from a breach of the Subcontract by Zadro. The Subcontractor is not entitled to any increase or adjustment to the Subcontract Sum, or any other compensation or damages, as a result of any exclusion, suspension, delay or disruption arising out of or in connection with the Subcontract.

### **19.4 Unilateral right to extend**

Notwithstanding that the Subcontractor is not entitled to, or has not claimed, an extension of time, Zadro may in its absolute discretion at any time and from time to time, award an extension of time for any reason. Zadro is not required to exercise its discretion under this sub-clause reasonably, fairly or for the benefit of the Subcontractor.

### **19.5 Acceleration**

- (a) Zadro may instruct the Subcontractor to overcome a delay (including in response to a claim for an extension of time) by accelerating the Works (or part thereof).
- (b) If instructed to accelerate under paragraph (a), the Subcontractor must accelerate the Works (or part thereof) by taking those measures necessary to overcome or minimise the extent and effects of the delay (including, if required, in order to achieve Practical Completion by the Date for Practical Completion). If the Subcontractor would have been entitled to an extension of time if the instruction had not been given, the Subcontractor will be entitled to:
  - (i) its reasonable costs incurred in accelerating the Works (or part thereof); plus
  - (ii) the amount for Subcontractor profit and overhead stated at Annexure Part A [*Subcontract Particulars*].

## **20. LIQUIDATED DAMAGES AND INDEMNITY**

### **20.1 Liquidated damages**

- (a) If the Subcontractor fails to achieve Practical Completion by the Date for Practical Completion, the Subcontractor must pay to Zadro the liquidated damages stated at Annexure Part A [*Subcontract Particulars*] for every day after the Date for Practical Completion until the Date of Practical Completion or termination (whichever occurs first).
- (b) The parties agree the amount for liquidated damages stated at Annexure Part A [*Subcontract Particulars*] is an agreed genuine pre-estimate of Zadro's loss and damages in the event Practical Completion occurs after the Date for Practical Completion.

### **20.2 Indemnity**

- (a) If the Head Contract works do not reach practical completion by their date for practical completion, for which the proximate cause is delay by the Subcontractor in completing the Work under the Subcontract, the Subcontractor must indemnify Zadro against:
  - (i) liquidated damages under the Head Contract certified by the Superintendent; and
  - (ii) damages, other than liquidated damages, which have become due and payable by Zadro to the Principal.
- (b) If the Subcontractor's delay is not the sole cause of Zadro's liability for damages, the Subcontractor must indemnify Zadro only in proportion to the Subcontractor's delay, which will be a debt due from the Subcontractor to Zadro.

## **21. PRACTICAL COMPLETION AND DEFECTS LIABILITY**

### **21.1 Practical Completion**

- (a) The Subcontractor must give Zadro written notice 10 Business Days, and then again two (2) Business Days, before it anticipates achieving Practical Completion.
- (b) When the Subcontractor is of the opinion that Practical Completion has been achieved, the Subcontractor must make a written request to Zadro to issue a certificate of Practical Completion.
- (c) Within 10 Business Days of receipt of a request under paragraph (b) Zadro will give to the Subcontractor:
  - (i) a notice certifying Practical Completion has been achieved and the Date of Practical Completion; or
  - (ii) a notice setting out the reasons for rejecting the Subcontractor's request for a certificate of Practical Completion.

### **21.2 Defects Liability Period**

- (a) The Defects Liability Period will commence on the Date of Practical Completion and will expire on expiry of the last defects liability period under the Head Contract.
- (b) During the Defects Liability Period Zadro may give the Subcontractor a direction to rectify a defect and notify:
  - (i) a time for commencement and completion of the rectification works ("**Rectification Period**"); and
  - (ii) if there will be a separate defects liability period applicable to the rectification works (not exceeding 12 months from the expiry of the last defects liability period under the Head Contract).
- (c) If the rectification work is not completed by the Subcontractor by the date notified under paragraph (b) (i), Zadro may have the rectification works carried out by others and the costs incurred will be a debt due from the Subcontractor to Zadro.
- (d) Notwithstanding a direction under paragraph (b) (i), the Subcontractor must notify Zadro of the specific times in which it intends to carry out the rectification works in the Rectification Period.

- (e) (If applicable), Zadro may direct changed access times to accommodate residents of the project. If changed, access times materially affect the Rectification Period Zadro will direct a new Rectification Period under paragraph (b) (i).

## **22. PAYMENT**

### **22.1 Content of Payment Claims**

A claim for payment must set out the details and value of work completed in performance of the Subcontract up to that time together with any other amounts due to the Subcontractor under the Subcontract (excluding amounts for unfixed plant and material) and must include:

- (a) a completed Subcontractor's Statement in the form set out at Annexure Part E [*Subcontractor's Statement*]; and
- (b) those further details specified in the Subcontract Works Package.

### **22.2 Time for making Payment Claims**

- (a) The Subcontractor may submit a Payment Claim:
  - (i) once every month provided the Subcontractor has performed Works in that month, on or after the date for making Payment Claims stated at Annexure Part A [*Subcontract Particulars*], up to the Date of Practical Completion;
  - (ii) on or after 10 Business Days from the Date of Practical Completion; and
  - (iii) (if applicable), a 'Final Payment Claim' in accordance with clause 22.7.
- (b) An early Payment Claim is deemed to be received on the date for making that Payment Claim.
- (c) Payment claims will be addressed and submitted by email to [accounts@zadro.com.au](mailto:accounts@zadro.com.au).
- (d) This clause 22.2 does not survive termination of the Subcontract.

### **22.3 Payment Schedule in response**

Within 10 Business Days of receipt of a Payment Claim Zadro will issue:

- (a) a payment schedule:
  - (i) identifying the Payment Claim to which it relates;
  - (ii) stating the amount Zadro proposes to pay to the Subcontractor or the amount due from the Subcontractor to Zadro ("**Scheduled Amount**"); and
  - (iii) if the Scheduled Amount is less than the claimed amount, reasons for the difference; and
- (b) a recipient created tax invoice (**RCTI**).

### **22.4 Tax Invoices**

- (a) Zadro and the Subcontractor both agree that:
  - (i) Zadro can issue RCTIs in respect of the Works; and
  - (ii) the Subcontractor will not issue tax invoices in respect of the Works.
- (b) The Subcontractor acknowledges that it is registered for GST when it enters into this Subcontract and must immediately notify Zadro if it ceases to be registered.
- (c) Zadro acknowledges that it is registered for GST when it enters into this Subcontract and that it will notify the Subcontractor if it ceases to be registered.

### **22.5 Payment Date**

- (a) Zadro will pay the Subcontractor the amount indicated in the RCTI 20 Business Days after Zadro receives a Payment Claim submitted in accordance with the Subcontract. For the sake of clarity submission of documents required to be submitted under this clause, inclusive of those documents required to be submitted under clause 22.1 [*Content of Payment Claims*], is a precondition to payment of any amount and Zadro may withhold moneys until the Subcontractor complies with this clause.

- (b) Payment by Zadro under paragraph (a) is not an admission that work has been executed satisfactorily but is payment on account only.

## **22.6 Deed of Release**

Within five (5) Business Days of receipt of a Payment Schedule issued in response to a Payment Claim submitted pursuant to clause 22.2(a)(ii), following the Date of Practical Completion, the Subcontractor must execute and deliver to Zadro the Deed of Release set out at Annexure Part F [*Deed of Release*].

## **22.7 Final claim and final certificate**

- (a) Within 20 Business Days of expiry of the Defects Liability Period, the Subcontractor may give Zadro a final Payment Claim endorsed 'Final Payment Claim'.
- (b) Within 10 Business Days of receipt of the Final Payment Claim (or the expiration of the period for submitting a final Payment Claim under paragraph (a) Zadro will issue a final Payment Schedule endorsed 'Final Certificate' (with accompanying RCTI) in which Zadro will certify the amount, in its opinion, is finally due from Zadro to the Subcontractor or from the Subcontractor to Zadro arising out of the Subcontract or any alleged breach of the Subcontract.
- (c) After the date for submitting the 'Final Payment Claim' has expired the Subcontractor releases Zadro from any claim in respect of any fact, matter or thing arising out of or in connection with the Work under the Subcontract.

## **22.8 Right to set-off**

Without limiting any other right under the Subcontract, Zadro may deduct from amounts payable to the Subcontractor, any debt due from the Subcontractor to Zadro or any other claim (including any future claim) to money Zadro may have against the Subcontractor (including a debt due under another contract between the Subcontractor and Zadro).

## **22.9 Direct payment**

- (a) Where Zadro is entitled to or is required to make payment to a worker or secondary subcontractor, Zadro may make that payment directly to the worker or secondary subcontractor and the amount paid will be a debt due from the Subcontractor to Zadro.
- (b) If any worker or secondary subcontractor obtains a court order in respect of monies owed to it by the Subcontractor, Zadro may pay the amount of the order to the worker or secondary subcontractor and the amount paid will be a debt due from the Subcontractor to Zadro.

## **23. TERMINATION**

### **23.1 Termination for Default or Insolvency**

- (a) If the Subcontractor commits an Event of Default Zadro may give the Subcontractor a written notice setting out:
  - (i) details of the Event of Default; and
  - (ii) the date by which the Event of Default must be cured,

("Default Notice"). Upon giving a Default Notice under this clause, Zadro may suspend payment to the Subcontractor until the Event of Default is remedied.
- (b) If the Event of Default is not remedied by the time specified in the Default Notice or, subject to sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (**Corporations Act**) (as the case may be), if an Event of Insolvency occurs in respect of the Subcontractor or if any party having or exercising control over the Subcontractor becomes a Chapter 5 body corporate (as defined in the Corporations Act), Zadro may do one of the following:
  - (i) terminate the Subcontract; or
  - (ii) take over a part or all of the Works ("Step-In").
- (c) If Zadro terminates the Subcontract under this clause:
  - (i) Zadro may:

- A. in its absolute discretion engage another subcontractor to complete the Work under the Subcontract (or it may complete itself);
- B. have recourse to Security;
- C. without payment of compensation to the Subcontractor, take possession of the Subcontractor's Constructional Plant and other equipment and materials as necessary to complete the Works; and
- D. suspend payment until the Work under the Subcontract has been completed;
- (ii) the Subcontractor must assign or novate all contracts (including secondary subcontracts) concerning the Works to Zadro and do everything and sign all documents necessary to give effect to this sub-clause; and
- (iii) if the costs to complete the Work under the Subcontract exceed that which Zadro would have paid the Subcontractor, those costs will be a debt due from the Subcontractor to Zadro.
- (d) If Zadro takes over a part or all of the Works under this clause:
  - (i) the Subcontractor's obligations under the Subcontract are suspended for the period the Subcontractor is prevented from performing the Subcontract by Zadro exercising its Step-In right and Zadro may suspend payment until the Work under the Subcontract has been completed;
  - (ii) the Subcontractor must assist Zadro to ensure Zadro is able to exercise its Step-In right effectively and expeditiously; and
  - (iii) any cost incurred by Zadro arising out of or in connection with the exercise of its Step-In right will be a debt due from the Subcontractor to Zadro.

## **23.2 Termination for Convenience**

- (a) Zadro may, in its absolute discretion (and for any reason), upon five (5) Business Days' notice, terminate the Subcontract.
- (b) If Zadro gives a notice under paragraph (a), the Subcontractor must comply with directions of Zadro and:
  - (i) not place any further orders in relation to the Work under the Subcontract; and
  - (ii) (if requested), make arrangements for the transfer of Constructional Plant and the assignment or novation of all contracts concerning the Works, to Zadro.
- (c) If Zadro terminates the Subcontract under this clause Zadro may in its absolute discretion engage another subcontractor to complete the Work under the Subcontract (or it may complete itself) and must pay to the Subcontractor:
  - (i) the amount due to the Subcontractor for the Works performed in the relevant period up to the date of termination (as well as any amount for works directed after the date of termination);
  - (ii) the cost of materials (necessarily and reasonably) ordered prior to the date of termination and for which Zadro is legally bound to pay provided those materials are thereafter the property of Zadro;
  - (iii) the Subcontractor's reasonable costs of demobilisation; and
  - (iv) a reasonable amount for Constructional Plant left on site at Zadro's direction.
- (d) Except as set out in paragraph (c) the Subcontractor is not entitled to any other amounts, including for consequential costs, losses or damage under or in connection with the Subcontract.

## **24. CLAIMS AND DISPUTES**

### **24.1 Claims**

- (a) In addition to any other notice requirement in the Subcontract, if the Subcontractor considers itself to be entitled to claim any time or money under the Subcontract, or otherwise in connection with



the Subcontract, the Subcontractor must give written notice to Zadro within 20 Business Days after the Subcontractor became aware, or should have reasonably become aware, of the event or circumstance giving rise to the claim unless another clause of this Subcontract specifies an earlier time.

- (b) A notice under paragraph (a) must include details of the event or circumstance giving rise to the claim, details of Zadro's direction (if applicable) and:
  - (i) if a claim for extra money pursuant to a Variation direction (as applicable):
    - A. timesheets signed by Zadro's Site Manager;
    - B. the Zadro Measurement Sheet; or
    - C. calculations and measurements;
  - (ii) if a claim for an extension of time, a revised Subcontractor's Program showing the effect of the delay on the critical path; and
  - (iii) if a claim for delay costs, substantiation of the Subcontractor's delay costs and details of why they were incurred.
- (c) If the Subcontractor fails to comply with this clause, Zadro will not be liable upon any claim by the Subcontractor arising out of or in connection with the relevant event, circumstance, fact or direction.

## **24.2 Disputes**

- (a) If a dispute between the Subcontractor and Zadro arises out of or in connection with the Subcontract either party may issue to the other party a notice of dispute outlining the details of the dispute and the following procedure will apply:
  - (i) within five (5) Business Days (or such other time as agreed) after issue of the notice of dispute the Subcontractor's representative and Zadro's representative (or nominee) must meet and attempt (in good faith) to resolve the dispute;
  - (ii) if the dispute has not been resolved in accordance with paragraph (a) (i), a senior executive of each party must meet within 10 Business Day after issue of the notice of dispute (or such other time as agreed) and attempt (in good faith) to resolve the dispute; and
  - (iii) if a dispute has not been resolved within 15 Business Days after issue of the notice of dispute (or such other time as agreed) either party may refer the dispute to litigation.
- (b) It is a condition precedent to the referral of a dispute to litigation that the parties follow the procedure set out at paragraph (a).

## **24.3 Subcontractor must continue to perform**

Notwithstanding the existence of a dispute the Subcontractor must continue to perform the Subcontract.

## **24.4 Head Contract dispute**

- (a) If a dispute under the Head Contract concerns or touches on the Work under the Subcontract (or performance of the Work under the Subcontract) Zadro may direct the Subcontractor to join the Head Contract dispute.
- (b) Following a direction under paragraph (a), Zadro will provide a copy of the Head Contract dispute resolution procedure to the Subcontractor.

## **24.5 Urgent relief**

The Subcontract dispute resolution process does not prevent a party from seeking an urgent declaration or injunction from a court.

## **25. GENERAL**

### **25.1 Confidential information**

- (a) The Subcontractor must not disclose or publicise details of the Subcontract without Zadro's prior written consent.



- (b) The Subcontractor must deliver immediately to Zadro, if directed or upon termination under the Subcontract, all confidential information of Zadro which it holds (including documents).

## 25.2 Assignment

- (a) The Subcontractor must not assign a right or interest under the Subcontract without Zadro's prior written consent, which may be withheld in Zadro's absolute discretion.
- (b) Zadro may, without the prior consent of the Subcontractor, assign a right or interest under the Subcontract.

## 25.3 Novation

The Subcontractor must, if directed to do so by Zadro, for any reason (including a termination event under the Head Contract) execute a deed of novation in the form provided by Zadro within five (5) Business Days.

## 25.4 Survival of Conditions

- (a) The parties agree that a construction of a Subcontract that results in all provisions being enforceable is to be preferred to a construction that does not so result.
- (b) If, despite the application of this clause, a provision of the Subcontract is illegal or unenforceable, if the provision would not be illegal or unenforceable if a word or words were omitted, that word or the whole provision is severed, and the remainder of the Subcontract continues in force.

## 25.5 Civil Liability Act

The operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded, to the extent permitted by law, in relation to all rights, obligations and liabilities of the parties with respect to any matter to which Part 4 of that Act would apply but for this sub-clause.

## 25.6 Warranties

If the Subcontract requires the Subcontractor to provide a warranty, that warranty (unless otherwise advised by Zadro) must be for the benefit of the Principal and Zadro and in a form acceptable to Zadro.

## 25.7 Security of Payment Act

- (a) In the event of an adjudication application under the *Building and Construction Industry Security of Payment Act* NSW 1999 ("**Security of Payment Act**") the Subcontractor must make an application to the nominating authority stated in Annexure Part A [*Subcontract Particulars*].
- (b) The date stated in Annexure Part A [*Subcontract Particulars*] as the time for making Payment Claims, pursuant to clause 22.2 [*Time for making Payment Claims*], is for the purpose of the Security of Payment Act, the date for service of payment claims.
- (c) If the Subcontractor becomes aware that a secondary subcontractor is entitled to, or does, suspend work pursuant to the Security of Payment Act:
  - (i) the Subcontractor must inform Zadro immediately; and
  - (ii) Zadro may pay the secondary subcontractor such money that is or may be owed by the Subcontractor to the secondary subcontractor in respect of that work, and any money paid by Zadro will be a debt due from the Subcontractor to Zadro.
- (d) In relation to section 26A of the Security of Payment Act the Subcontractor:
  - (i) must immediately provide a copy of any "payment withholding request" issued to the Principal; and
  - (ii) indemnifies Zadro against any cost, loss or expense (including legal fees) incurred as a result of, or arising out of, an overstatement of an amount due to the Subcontractor under a "payment withholding request".
- (e) The Subcontractor indemnifies Zadro against any cost, loss or expense (including legal fees) incurred as a result of, or arising out of, a notice of claim being served on Zadro under Part 2 of the *Contractors Debt Act 1997* (NSW) in connection with the work under the Subcontract.

## 25.8 GST and taxes

- (a) If any work / supply made under this Subcontract is or becomes subject to GST, the party to whom the supply is made ("the Recipient") must pay to the party making the supply ("the Supplier"), as consideration in addition to any consideration payable or to be provided elsewhere in this Subcontract, subject to issuing a valid tax invoice, an additional amount on account of GST (such amount is to be calculated by multiplying the consideration by the applicable rate of GST).
- (b) The Subcontractor must pay all taxes, GST, PAYG taxes, consumptions tax; value added taxes, payroll tax, levies, charges and overseas taxes due in connection with the execution of the Works.

## 25.9 PPSA

Defined terms used in this sub-clause have the meaning given to those terms under the PPSA.

- (a) The Subcontractor acknowledges the terms of this Subcontract may constitute one or more Security Interests for the purposes of the PPSA.
- (b) The Subcontractor consents to:
  - (i) Zadro registering a Financing Statement in respect of a Security Interest on the PPS Register; and
  - (ii) undertakes to promptly sign any documents and provide any such information which Zadro may require to protect its Security Interest.
- (c) The Subcontractor waives its right to receive a Verification Statement under section 157 and any subsequent notification prescribed under sections: 95; 121; 125; 129; 130; 132; 135; 142; and 143 of the PPSA.

## 25.10 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Except where the context makes it clear that a rule is not intended to apply, a reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (v) anything (including a right, obligation or concept) includes each part of it;
  - (vi) a singular word includes the plural, and vice versa;
  - (vii) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and
  - (viii) the words subsidiary and related body corporate have the same meanings as in the Corporations Act.
- (c) If Zadro is entitled to act in its absolute discretion, then: Zadro is entitled to act as it considers appropriate and is not obliged to consider the interests of the Subcontractor; any obligation to act in good faith does not apply in respect of the exercise of the discretion; the exercise of the discretion shall not be reviewable; and Zadro shall not be constrained from acting by any principle of common law.

- (d) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision of it or because that party relies on a provision of this document to protect itself.

**ANNEXURE PART A: SUBCONTRACT PARTICULARS**

Description	Detail
<b>Zadro details</b>	<div> <div> <b>Office</b>  Suite 49, 83-85 Union Rd  Penrith NSW 2750   <b>Phone:</b> (02) 4574 8000   <b>ABN</b> 81 002 223 967 </div> <div> <b>Mail</b>  Suite 49, 83-85 Union Rd  Penrith NSW 2750 </div> </div>
<b>Zadro's representative</b> (sub-clause 2.3)	Christian Curmi
<b>Subcontractor details</b>	<div> <div> <div> <div></div> <div></div> <div></div> </div> <div> <b>ABN</b> </div> <div> <b>Address:</b> </div> </div> </div>
<b>Subcontractor's representative</b> (sub-clause 2.3)	<div> <div> <div></div> <div></div> </div> </div>
<b>Commencement</b> (sub-clause 2.2)	If no time stated within five (5) Business Days following execution of the Subcontract.
<b>Date for Practical Completion</b> (sub-clause 2.1)	23 <sup>rd</sup> November 2021
<b>Provisional Sums</b> (clause 3)	Nil
<b>Retention amounts</b> (sub-clause 5.1)	■% from each payment due to the Subcontractor until ■% of the Subcontract Sum is reached.
<b>Full Design Responsibility</b> (If Applicable) (clause 7A)	No
<b>Professional Indemnity</b> (level of cover and run-off) (If Applicable) (sub-clause 7A.3)	

<b>Public liability insurance</b> (sub-clause 13.3)	\$..... If nothing stated \$ [REDACTED]
<b>Latest time to give site access</b> (sub-clause 14.1 (b))	1 month.
<b>Subcontractor Profit and Overhead</b> (sub-clauses 18.3 and 19.5)	[REDACTED] % .....
<b>Additional qualifying causes of delay</b> (sub-clause 19.2)	None
<b>Liquidated damages</b> (sub-clause 20.1)	\$ [REDACTED] per day
<b>Date for making Payment Claims</b> (sub-clause 22.2)	25 <sup>th</sup> day of the Month
<b>Nominating Authority</b> (sub-clause 25.7)	The Institute of Arbitrators and Mediators Australia New South Wales Chapter Level 9, 52 Phillip Street, SYDNEY NSW 2000

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***ANNEXURE PART B: Special Conditions***

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If there is any inconsistency between the conditions in this schedule (**Special Conditions**) and the Subcontract General Conditions these Special Conditions shall prevail to the extent of the inconsistency.

***ANNEXURE PART C: Parent Company Guarantee***

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**ANNEXURE PART D: SCHEDULE OF RATES**

The rates and prices set out in this annexure include amounts for profit and overhead.

DAY LABOUR RATES			
Personnel	\$85.00 per hour	Normal Time	
Personnel	\$112.50 per hour	Time and Half	
Personnel	\$135.00 per hour	Double Time	
Supervisor	\$100.00 per hour	Normal Time	
Supervisor	\$135.00 per hour	Time and Half	
Supervisor	\$158.00 per hour	Double Time	
Materials	15% Margin		
4-hour minimum charge for normal time works. Excluding supply of equipment, deliveries, etc.			
	Normal Time	Time and Half	Double Time
Mon to Fri	7.00am - 3.00pm	3.00pm - 5.00pm	5.00pm - 7.00am
Saturday	N/A	7.00am - 12.00pm (First 2 hours)	All remaining hours
Sunday	N/A	N/A	All hours



## • ANNEXURE PART E: Subcontractor's Statement



### SUBCONTRACTOR'S STATEMENT

☐ **Workers Compensation**

S175B Workers Compensation Act 1987

☐ **Payroll Tax**

Part 5B s31G-31J Payroll Tax act 1971

☐ **Remuneration**

Ss127, 127A Industrial Relations Act

Sub Contractor: ..... ABN: .....  
(Business Name)

of, (Address).....  
(Address of Subcontractor)

has entered into a contract with ..... (Note 2)  
(Business name of principle contractor)

ABN: ..... For work between: ...../...../..... and ...../...../..... (Note 3)

and/or Payment Claims Details: ..... (Note 4)

Nature of contract work: ..... (Note 5)

### DECLARATION

I, ..... a director of / a person authorised by the subcontractor on whose behalf this declaration is made, hereby state that the abovementioned subcontractor:

Is either:

☐ A sole trader or partnership without workers or subcontractor (Note 6)  
OR

☐ Has and will maintain in force valid workers compensation insurance,

Policy number.....

Held with ..... (Insurance company) as indicated on the attached Certificate of Currency dated ...../...../....., in respect of work done in connection with the contract, during any period of the contract and has paid all workers compensation insurance premiums payable in connection with the contract.

(Note 7)

☐ Is ☐ Is not also a principal contractor in connection with the work under contract. (Note 8)

☐ Has ☐ Has not been given a written statement by subcontractors in connection with the work. (Note 8)

☐ Is ☐ Is not required to be registered as an employer under the Pay-roll Tax Act 1971.

..... (Pay-roll tax client No.)

☐ Has paid all pay-roll tax due in respect of employees who performed the work for the principal contractor, as required at the date of this statement. (Note 9)

☐ Has paid all remuneration payable to relevant employees, for work done under the contract during the period outlined above. (Note 10)

Signature ..... Full Name .....  
(Please print)

Position / Title ..... Dated ...../...../.....

**WARNING**

- Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence (Maximum penalty 100 units or \$11,000).
- Any written statement will not relieve the principal contractor of liability if, at the time the written statement was provided, the principal contractor believed the written statement to be false.
- The principal contractor must retain a copy of any written statement for a period of not less than five years (Pay-roll tax), six years (Remuneration) or seven years (Workers compensation).
- **This statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987**

**NOTES**

1. This form is prepared for the purpose of section 175B of the Workers Compensation Act 1987, Part 5B section 31G – 31J of the Pay-roll Tax Act 1971 and section 127 of the Industrial Relations Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.
2. For the purpose of this statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity), referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal.
3. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates. Section 127(11) Industrial Relations Act defines remuneration as 'remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.' Section 127(11) Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is owner or occupier of the building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'
4. Payment claim details – where a subcontractor has entered into a payment schedule with a principal contractor they must identify the period or payment to which the statement applies.
5. An accurate description of the work covered by the contract must be included.
6. In completing the statement, a subcontractor declares that they are a sole trader or partnership without workers or subcontractors and is not required to hold workers compensation insurance.
7. In completing the statement, a subcontractor declares that workers compensation premiums payable up to and including the dates(s) on the statement have been paid, and all premiums owing during the term of the contract will be paid.
8. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out work. If your business falls within this category you should also obtain statements from your subcontractors.
9. In completing the statement, a subcontractor declares that all pay-roll tax payable relating to work undertaken as part of the contract has been paid.
10. In completing the statement, a subcontractor declares that all remuneration payable has been paid.
11. Failure to complete this statement may result in the principal contractor withholding any payment due to the subcontractor. Any penalty for late payment under the contract does not apply to any payment withheld under this subsection. Subcontractors may wish to keep a copy of the statement for their own records.

**ANNEXURE PART F: DEED OF RELEASE****DEED OF RELEASE**

THIS DEED POLL is made on: 30<sup>th</sup> March 2021

■■■■■ ABN ■■■■■ ("Subcontractor")

Project: *Kindalin Early Learning Centre*

Subcontract Sum:	\$	0.00
Approved adjustments:	\$	0.00
Other claims:	\$	<b>0.00</b>
Revised Contract sum:	\$	<b>0.00</b>
Total amount paid:	\$	0.00
Less retention held:	\$	0.00
Amount due from Zadro ("Balance Due"):	\$	<b>0.00</b>

NOTE: Above amounts are excluding GST

**OPERATIVE PROVISIONS**

- (1) The Subcontractor hereby releases and forever holds harmless Zadro, its agents, consultants and employees from all liabilities, claims, damages, expenses and costs arising out of or in connection with the Subcontract or the Works, except for:
- (a) a claim for payment of the Balance Due; and
  - (b) a claim for release of any retention which is yet to fall due for release,
- and whether such liabilities, claims, damages, expenses and costs be direct or indirect or consequential, past, present or future, certain or contingent, ascertained or not ascertained and whether for monies payable pursuant to the Subcontract for liabilities, claims, damages, expenses, costs arising out of the Subcontract or otherwise and the Subcontractor agrees to indemnify and keep indemnified Zadro, its agents, consultants and employees from all such liabilities, claims, damages, expenses and costs.
- (2) The Subcontractor hereby warrants: all employees, secondary subcontractors, suppliers, consultants and others engaged on the work under the Subcontract, have been paid all wages and monies due to them in respect of their engagement on the work under the Subcontract; all suppliers of plant, equipment and material used for work under the Subcontract have been paid in full; and all statutory requirements, including but not limited to taxation requirements, workers compensation, public liability insurance premiums, long service leave, superannuation and redundancy provision requirements have been paid in full.

**EXECUTED as a DEED POLL by the Subcontractor in favour of Zadro**

For and on behalf of ■■■■■  
■■■■■ (Subcontractor) by its duly authorised representative:

.....  
Signature

.....  
Full Name

.....  
Capacity

.....  
Date

**ANNEXURE PART G: SUBCONTRACT WORKS PACKAGE**

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**1. Clause 22.1 Content of Payment Claims**

Additional information required with each Progress Claim

- (a) Copies of Current Insurances including but not limited too; and
  - a. Public Liability
  - b. Workers Compensation
  - c. Professional Indemnity (if contract contains a design component)
- (b) Proof of Superannuation payments for workers ; and
- (c) Current Tool Tagging register for all electrical tools used on Site; and
- (d) Latest internal tool box talk.
- (e) Close out of Corrective Action Reports (CAR) including evidence of Actions taken

ADD ANY ITEMS THAT YOU MAY BE SPECIFIC TO YOUR PROJECT i.e. Truck Dockets for Hazardous Materials

All of the above are a pre-condition to payment of any payment claim.

---

## SCOPE of Works

Formwork, Reinforcement & Concrete Works

Thursday, 25th March 2021

KINDA - Kindalin Early Learning Centre Rouse Hill

Item	Description
	Formwork, Reinforcement & Concrete Works ~ incl but not limited to:
	Confirm quotation price of
1	The below refers to Scope of Works for the noted project - Kindalin Earling Learning Centre,
2	The Subcontract Works shall consist of the supply of all materials, labour, plant, equipment and all resources necessary to carry out and complete the Formwork, Reinforcement & Reinforcement Works, all in accordance with the Subcontract Documents as per the attached document transmittal and including but not limited to the works described below.
3	Concrete Works
4	Allow for placement of all concrete including but not limited to: footings, columns, suspended slabs, slab on ground, lift pit, plinths, concrete stairs, reinforced block fill, hydronic slab, kerbs, carpark works and external works etc.
5	Allow for concrete works to conform to AS3600 and ACSE Specifications.
6	Allow for all concrete pumps and sundries as required.
7	Allow to provide, operate and maintain all necessary equipment including but not limited to mobile pumps, static line pumps, chutes, tremies, vibrators and motors as required for placement of concrete.
8	Allow for concrete finish as specified including all sealants
9	Allow to patch concrete surfaces which are damaged as a result of poor concrete installation.
10	Allow to patch where required due to poor vibration, finishing or compaction.
11	Allow for placement of all joints and plastic as specified.
12	Allow for placement of concrete with correct falls as per RL's specified.
13	Allow to pour around penetrations as required.
14	Allow to fully compact concrete as required using high frequency mechanical vibrators and hand methods such as tampering, slicing and spading.
15	Allow for all concrete curing as required including the correct application "curers" as specified.
16	Allow to protect concrete during curing as required.
17	Allow for concrete cutting as required.
18	Allow to ensure that all reinforcing steel, plumbing cores, electrical conduits and penetration forms to be cast integrally with the concrete and not to be disturbed in any way during concreting works.
19	The decision to commence any concrete pour at the risk of being affected by the wether will be the Subcontractor's decision, following consultation with Zadro's foreman, unless otherwise directed. The Subcontractor is to rectify any damage caused by inclement weathe at their own costs.
20	Allow for all pumping and pump establishment as required.
21	Allow to complete a pre-pour clean of the slab to ensure no debris is on the slab.
22	Allow for wet area falls and step downs as specified.

INCL / EXCL	Comments
INCL	
INCL	Formwork supplied, labour supplied, pump supplied. All permanent materials supplied by Zadro.
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	Supply of sealants excluded
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	Will clean up steel/formwork – not responsible for other trades.
INCL	

23	Allow for soff cutting as required.
24	Allow for concrete evaporation control as specified.
25	Allow for supply and placing of sub-base and base course as specified.
26	Allow to apply colour to concrete driveway and parking areas.
27	The subcontractor shall ensure all reinforcing steel, plumbing cores, electrical conduits and penetration forms are cast with the concrete and not disturbed in any way during concrete operations. Any expense arising from negligence of these conditions will be borne by the subcontractor.
28	Allow for pour breaks as required
29	Allow for saw cutting as required
30	Allow for supply and install of expansion joint as required
31	Allow for dowel joints as required
32	Allow for install of hydronic screed as required
33	Allow for supply and install of pvc sheet as specified
34	Allow for glazing recess as required
35	Allow for crossover works as specified
36	Allow for falls to louvre beams as required
37	<b>Reinforcement Works</b>
38	Allow to install and fix all reinforcing steel as specified including the tie wires, support chairs and spacers as required.
39	Allow for all reinforcement works to be in accordance with AS 1302 and AS 4671.
40	Allow for splicing as required.
41	Allow for concrete cover as specified.
42	Allow to tie all reinforcing at each intersection as required using annealed steel wire.
43	Allow to provide protective coatings as specified.
44	Allow to install metal or plastic plates under each support to prevent puncturing or damaging waterproofing membrane and vapour barriers.
45	No welding or cuttings unless indicated on drawings or approved by Engineer.
46	Allow to lap reinforcing mesh and bars as specified.
47	Allow sufficient time for inspection of all reinforcement works by Zadro & Structural Engineer.
48	Allow to remove surplus reinforcing steel, bar chairs, wire off cuts, bar tags and bar caps from the areas being fixed on the formwork deck.
49	Allow for install and fix of starter bars as required.
50	Allow for the install and fix of reinforcement mesh as required
51	Allow for crossover work as required
52	Allow for placement of lifting eye in lift shaft
53	Allow for supply and install of galvanised angle for grated drains as required
54	Allow to drill threaded dowwels into walls as required
55	<b>Formwork</b>
56	Allow to supply, erect and strip all formwork, but not limited to the following areas; concrete columns, lift pit, suspended slabs, concrete stairs, slab edge forms, penetrations, suspended floor beams, slab soffits, carpark and external works.
57	Allow for all formwork to conform to AS1509 and AS1510 as specified.
58	Allow to prepare surfaces prior to installing formwork.

INCL	
INCL	
INCL	
INCL	
INCL	
INCL	As per drawings provided
INCL	As per drawings provided
INCL	Supply of expansion joint excluded
INCL	As per drawings provided. Supply of materials excluded
INCL	Excluded
INCL	
INCL	
INCL	
INCL	
INCL	
INCL	Excludes supply of permanent material.
INCL	
INCL	
INCL	
INCL	
INCL	Excluded
INCL	
INCL	
INCL	
INCL	Zadro to provide waste bins
INCL	
INCL	
INCL	
INCL	
INCL	Supply of materials excluded
INCL	
INCL	
INCL	As per drawings provided
INCL	
INCL	Excludes excavation



59	Allow for supply of formwork as specified.
60	Allow for propping up of all frames as required for suspended slabs.
61	Allow for finishes of formwork as specified.
62	Allow for all setdowns and rebates as required.
63	Allow for hobs, edge beams and plinths as required.
64	Allow to form for all service penetrations as required.
65	Allow for engineer inspection prior to pour and stripping formwork.
66	Allow for formwork to be stripped when concrete strength reaches 80% of the design strength.
67	Allow to provide temporary handrails and platforms where required for safe working.
68	Allow to provide all temporary bracing and propping as required.
69	Allow to form for all fillets as required.
70	Allow to remove debris and formwork from each area after concrete is stripped.
71	Allow to clean down all decks upon completion of formwork.
72	Allow for all formwork to be straight and plumb as required.
73	Allow to clean off concrete slurry marks on building elements resulted from formwork not holding wet concrete.
74	Allow to remove formwork from site once concrete has been stripped.
75	Allow for material and labour to form multiple areas at a single time.
76	Allow to patch damaged concrete in result of installation and removal of formwork.
77	Allow to plug collar tie penetrations as required.
78	Allow to supply labour for each concrete pour to carry out rectification to formwork where required.
79	Allow to provide other trades access to all columns and walls prior to closing formwork.
80	Allow to hammer in all support pegs below the top lip of formwork.
81	Allow to provide laser and dumpy calibration certificates prior to commencing work.
82	Allow to cover all openings in formwork as required
83	Allow to form for all chamfers & Drip Grooves as required
84	Allow for all temp propping as required
85	Allow for all crossover work as required
86	Allow for all falls to section at base of louvre
87	Allow for supply and install of all landing plates as required
88	Allow to finish all fillets, chamfers, drip grooves & glazing recesses as required
89	<b>General Items</b>
90	Allow for a Defects Liability period of 12 Months from the date of Practical Completion.
91	Allow to provide Zadro with Relevant handover documents upon completion including but not limited to certificate of conformity.
92	Allow for handling, hoisting and placing in position including all horizontal & vertical movements.
93	Allow for Client & Consultant Inspections as required.
94	Allow for testing & commissioning of all systems, including supply of all apparatus and materials necessary.
95	Allow for quality assurance procedures, including but not limited to, Inspection Test Plans & Checklists
96	Allow for attendance to WHS meetings
97	Allow for wash down of all trade related machinery and vehicles exiting site

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INCL	As per drawings provided
INCL	As per drawings provided
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INCL	Allowed for prior to concrete pour
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INCL	On formwork decks only
INCL	For formwork/steel and concrete
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INCL	For formwork/steel and concrete
INCL	For formwork/steel and concrete
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INCL	Provide advance notice by email and toolbox talks
INCL	Clarify support pegs
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INCL	For formwork and concrete shapes only.
INCL	Quantities nominated in offer
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INCL	Hose and water to be provided by Zadro

98	Allow parking to be co ordinated with Zadro
99	Allow to coordinate works per the builders programme
100	No rise & fall in prices
101	Allow to provide all required transport of materials
102	Allow for all access and elevated work platform requirements i.e. installation of high level fixtures, etc by appropriate access equipment like scissor lifts and boom lifts
103	Allow for resources and man power to maintain programme
104	All works are to be carried out to the plans, specifications and Zadro instructions
105	The sub-contractor is aware that a full-time, on-site, competent English speaking foreman is to be allocated for the concrete works and that this foreman is to be maintained for the duration of the works until completion and will attend all meetings as required by Zadro.
106	SWMS & WHS requirement allowed & provision for non-management employee to sit on the WHS Committee if required.
107	All insurances are current and can be provided upon request, including workers compensation, public liability, contract works and professional indemnity if required.
108	No Work off step ladders on site (Zadro Policy) use platform ladders or mobile platforms may be permitted with appropriate risk assessment and swms.
109	Allow for Site Measure and Set out as required
110	The subcontractor understands that there will be no variations that arise from site related issues and co-ordination issues between trades and disciplines, or other matters. It will be the subcontractors responsibility to identify these clashes and provide alternate solutions that are cost neutral. Design changes requested by the client will constitute variations and are to be issued in accordance with the subcontract agreement.
111	All return visits to site as necessary to complete the Works.
112	All rubbish associated with the Subcontractor's works will be placed in bins provided by Zadro, and emptied by the Subcontractor at the main bin located on Ground Level, on a daily basis. Should the Subcontractor fail to observe this requirement Zadro will undertake the above on the Subcontractor's behalf, with all associated costs being deducted from the Subcontract Sum.
113	Provision for all necessary scaffolding to complete the works on the basis that : • All external perimeter scaffolding will be provided by the Builder, to suit the edge profile of typical floors. • All other scaffolding is to be supplied, erected and dismantled by the Subcontractor.
114	All Non-conformances (NCR's) or Corrective Actions (CA's) raised by the Zadro must be rectified to Zadro satisfaction within the timeframe given in the notification
115	Provision that all employees report to the site office prior to commencing any works onsite to complete the following: - Site Induction - Sign ToolBox Inspection Forms - Read Daily Risk Assessment Form All necessary personal protective equipment to all on-site employees of the Subcontractor.
116	The Subcontractor shall submit a Safe Work Method Statement for approval 7 days prior to commencement of the works on site. This document shall incorporate all aspects of the works.
117	Provision for 3 monthly electrical safety checks and tagging of all power tools/leads
118	The provision and removal of appropriate temporary protection as required to the Subcontract Works and/or adjacent work by other trades.
119	Provision to stack materials in such a manner so as to not overload any element of the building structure. All stacked materials to be secured at all times
120	All workers to have industry WH&S "White Card" in accordance with NSW legislation.

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INCL	Any site instructions to be confirmed in writing
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INCL	No Professional Indemnity Insurance
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INCL	No allowance in tender for waste bins and removal cost.
INCL	No allowance has been made for scaffolding in tender offer.
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121	If the BoQ has been received by the subcontractor, the subcontractor has confirmed the quantities and familiarised themselves with the project and the works required to be undertaken. Zadro does not take any responsibility of the quantities in the BoQ. All tenders/prices are based upon the drawings and specification. The BoQ should be used as a guide only.
122	All works associated with the execution of this trade package which may not be specifically indicated but are required to achieve the level of quality, design, performance and functionality (including 'fit for purpose') corresponding to the high standards of Zadro constructions are deemed to be included within the extent of the Subcontract Works.
123	The Subcontractor is responsible for repairs to adjacent finishes or services if the damage or defect is a result of the Subcontractor works
124	The Subcontractor is responsible for any damage to materials during delivery, unloading, storage and installation and prior to practical completion.
125	Allow to coordinate all deliveries with Zadro site management.
126	Cooperate and coordinate with all other trades, especially those directly related to the Subcontractor's work.
127	Cash retention will be taken from each progress claim (maximum of 10% per claim) until 5% of the contract sum is held. Half of the retention (or 2.5% total amount) will be released upon practical completion (Practical completion determined by the client) and the other half will be released 12 months from practical completion date (defects liability). Variation costs will also be added to the contract value and retention will be taken from the adjusted sum as necessary. Bank Guarantees will be accepted in lieu of cash retention.
128	Progress Payments are due no later than the 25th of each month, and are to be in the form of a progress payment NOT A TAX INVOICE. Zadro will assess the payment requested, and confirm via a request for credit (if the sum is not agreed) or forward a recipient created tax invoice (RCTI). The payment will then be paid at the end of the following month.
129	The Subcontractor will ensure the availability of all products relevant to the works, including sufficient lead-time to ensure on-time deliveries.
130	Coordinate and review Drawings, Specifications in connection with the Subcontract Works to ensure completion of design and documentation and promptly advise the Builder in writing if the works or / and portion thereof either conflict or do not meet minimum requirements of any Australian Standard, code, regulation or best industry practice of fabrication, manufacture, installation, function or operation.
131	Allow for traffic control for all contract works including but not limited to entering/ exiting site, floating machines etc.
132	Note: Confirm that you understand that your companies quotation and associated notes do not form part of the contract conditions. Contract Scope of Works is based on this document

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### Formwork, Reinforcement & Concrete Works

.....\$ [REDACTED] excl GST.....(Contract Value)

.....(Hourly Rate)

[REDACTED] .....(Print Name)

[REDACTED] (signed)

26/03/2021 (date)

**DAY LABOUR RATES:**

For any day labour works, please see our rates below:

DAY LABOUR RATES			
Personnel	\$75.00 per hour	Normal Time	
Personnel	\$112.50 per hour	Time and Half	
Personnel	\$135.00 per hour	Double Time	
Supervisor	\$100.00 per hour	Normal Time	
Supervisor	\$135.00 per hour	Time and Half	
Supervisor	\$158.00 per hour	Double Time	
Materials	15% Margin		
4-hour minimum charge for normal time works. Excluding supply of equipment, deliveries, etc.			
	Normal Time	Time and Half	Double Time
Mon to Fri	7.00am - 3.00pm	3.00pm - 5.00pm	5.00pm - 7.00am
Saturday	N/A	7.00am - 12.00pm (First 2 hours)	All remaining hours
Sunday	N/A	N/A	All hours

# DOCUMENT REGISTER

**PROJECT:** Kindalin Early Learning Centre Rouse Hill  
**CLIENT:** Tom Simmat & Associates Pty Ltd  
**ADDRESS:** Corner of Terry Road and Bella Parade, Rouse Hill NSW 2155  
**DATE:** 22<sup>nd</sup> March 2021

**ZADRO**  
**CONSTRUCTIONS**

Discipline	Description / Doc. Type	Doc. No.	Rev	Status	Copy
<b>PLANS, DRAWINGS &amp; REPORTS</b>					
Architectural	Drawing Schedule	CON-00	B	CONSTRUCTION	
Architectural	Site Plan	CON-01	B	CONSTRUCTION	
Architectural	Set Out Plan	CON-02	B	CONSTRUCTION	
Architectural	Basement Plan	CON-03	B	CONSTRUCTION	
Architectural	Basement Reflected Ceiling Plan	CON-04	B	CONSTRUCTION	
Architectural	Ground Floor Plan	CON-05	B	CONSTRUCTION	
Architectural	Ground Floor Reflected Ceiling Plan	CON-08	B	CONSTRUCTION	
Architectural	Staff Mezzanine Floor Plans	CON-11	B	CONSTRUCTION	
Architectural	Staff Mezzanine Reflected Ceiling Plans	CON-12	B	CONSTRUCTION	
Architectural	Roof Plan	CON-13	B	CONSTRUCTION	
Architectural	North, South, East Elevations	CON-14	B	CONSTRUCTION	
Architectural	West Elevation, Section A-A, B-B	CON-15	B	CONSTRUCTION	
Architectural	Section C-C, D-D	CON-16	B	CONSTRUCTION	
Architectural	Landscape Plan	CON-17a	B	CONSTRUCTION	
Architectural	Landscape Plan and Details	CON-17b	B	CONSTRUCTION	
Architectural	Window and Door Schedules – 1	CON-18	B	CONSTRUCTION	
Architectural	Window and Door Schedule – 2	CON-19	B	CONSTRUCTION	
Architectural	Disabled Toilets & Cleaners Store Details – 1	CON-20-1	B	CONSTRUCTION	
Architectural	Disabled Toilets & Cleaners Store Details – 2	CON-20-2	B	CONSTRUCTION	
Architectural	Toilet-2, Nappy Change, Craft Details Plan	CON-21-1	B	CONSTRUCTION	
Architectural	Toilet-2, Nappy Change, Craft Details Plan	CON-21-2	B	CONSTRUCTION	
Architectural	Toilet Details	CON-22	B	CONSTRUCTION	
Architectural	Toilet Details	CON-23	B	CONSTRUCTION	
Architectural	Toilet-5 Details-Staff Mezzanine	CON-24-1	B	CONSTRUCTION	
Architectural	Toilet-5 Details-Staff Mezzanine	CON-24-2	B	CONSTRUCTION	
Architectural	Laundry Plan Details	CON-25	B	CONSTRUCTION	
Architectural	Main Stair Details	CON-26	B	CONSTRUCTION	
Architectural	Stair 2	CON-27	B	CONSTRUCTION	
Architectural	Kitchen-1, Pantry, Coolroom, Store Detail Plan, Elevations	CON-31-1	B	CONSTRUCTION	
Architectural	Kitchen-1, Pantry, Coolroom, Store Detail Elevations	CON-31-2	B	CONSTRUCTION	
Architectural	Servery-2 Floor Plan	CON-32-1	B	CONSTRUCTION	
Architectural	Servery-2 Interior Elevations AB	CON-32-2	B	CONSTRUCTION	
Architectural	Servery-2 Interior Elevations CD	CON-33-3	B	CONSTRUCTION	
Architectural	Servery-3 Detail Plan	CON-33-1	B	CONSTRUCTION	
Architectural	Servery-3 Interior Elevations AB	CON-33-2	B	CONSTRUCTION	
Architectural	Servery-3 Interior Elevations CD	CON-33-3	B	CONSTRUCTION	
Architectural	Servery-4 Details Plan On Mezzanine Interior Elevations AB	CON-34	B	CONSTRUCTION	
Architectural	Kindalin Rouse Hill Architectural Schedule	HFE			
Architectural	Kindalin Rouse Hill Architectural Specification		B	CONTRACT	
Structural	Cover Sheet	N01	1	CONSTRUCTION	

(Subcontractor).....*ML*.....(Zadro).....

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**ZADRO**  
**CONSTRUCTIONS**

Structural	Specification Sheet	N02	0	CONSTRUCTION	
Structural	Loading Diagram 1	N03	0	CONSTRUCTION	
Structural	Foundation plan	C01	0	CONSTRUCTION	
Structural	Foundation details	C02	0	CONSTRUCTION	
Structural	Basement Floor Plan	C03	0	CONSTRUCTION	
Structural	Ground Floor Formwork Plan	C04	0	CONSTRUCTION	
Structural	Ground Floor Reinforcing Plan	C05	0	CONSTRUCTION	
Structural	Ground Floor External Plan	C06	0	CONSTRUCTION	
Structural	Mezzanine Floor Plan	C07	0	CONSTRUCTION	
Structural	Stair 1	C08	0	CONSTRUCTION	
Structural	Stair 2	C09	0	CONSTRUCTION	
Structural	Ground Floor Slab Sections	C10	0	CONSTRUCTION	
Structural	Steel Roof plan	S01	0	CONSTRUCTION	
Structural	Craft Mezzanine plan	S02	0	CONSTRUCTION	
Structural	Steel Sections	S03	1	CONSTRUCTION	
Structural	Steel Detail Sheet 1	S04	0	CONSTRUCTION	
Structural	Steel Detail Sheet 2	S05	0	CONSTRUCTION	
Structural	Steel Detail Sheet 3	S06	0	CONSTRUCTION	
Electrical	Cover page & Drawing Schedule	E001	1	CONSTRUCTION	
Electrical	Specification, General Notes, Schedule & Legend	E002	1	CONSTRUCTION	
Electrical	Basement and Mezzanine Lighting & Fire Detection Layout	E100	1	CONSTRUCTION	
Electrical	Ground Floor Lighting & Fire Detection Layout	E101	1	CONSTRUCTION	
Electrical	Basement and Mezzanine Power & Communications Layout	E200	1	CONSTRUCTION	
Electrical	Ground Floor Power & Communications Layout	E201	1	CONSTRUCTION	
Electrical	Switchboard Schematics	E300	1	CONSTRUCTION	
Hydraulic	Cover Page & Drawing Schedule	H001	2	CONSTRUCTION	
Hydraulic	Equipment Schedules	H002	2	CONSTRUCTION	
Hydraulic	Equipment Schedules, General Notes and Legend of Symbols	H003	2	CONSTRUCTION	
Hydraulic	Basement & Mezzanine Level Sanitary and Stormwater Drainage Layout	H100	2	CONSTRUCTION	
Hydraulic	Ground Floor and External Sanitary & Stormwater Drainage Layout	H101	3	CONSTRUCTION	
Hydraulic	Roof Plan Stormwater Drainage Layout	H102	2	CONSTRUCTION	
Hydraulic	Basement and Mezzanine Hot/Cold Water, Fire Hose Reel Supply & Natural Gas Layouts	H200	3	CONSTRUCTION	
Hydraulic	Ground Floor and External Hot/Cold Water, Fire Hose Reel Supply & Natural Gas Layouts	H201	3	CONSTRUCTION	
Hydraulic	Basement Water Services		0	TENDER	
Hydraulic	Details Water Services		0	TENDER	
Hydraulic	Mezzanine Water Services		0	TENDER	
Mechanical	Cover Page & Drawing Schedule	M001	1	CONSTRUCTION	
Mechanical	Equipment Schedules & Drawing Legends	M002	1	CONSTRUCTION	

(Subcontractor).....*ML*.....(Zadro).....

# DOCUMENT REGISTER

**ZADRO**  
CONSTRUCTIONS

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**DATE:** 22<sup>nd</sup> March 2021

Mechanical	Basement Carpark Ventilation Layout	M100	1	CONSTRUCTION	
Mechanical	Ground Floor Air Conditioning & Ventilation Layout	M101	1	CONSTRUCTION	
Mechanical	Mezzanine Level Air Conditioning & Ventilation Layout	M102	1	CONSTRUCTION	
Mechanical	Basement Carpark Hydronic Heating Equipment Layout	M200	1	CONSTRUCTION	
Mechanical	Ground Floor Hydronic Heating	M201	1	CONSTRUCTION	
Mechanical	UFH Circuit Layout	P1	A	First Issue	
Mechanical	UFH Circuit Layout	P2	A	First Issue	
Mechanical	UFH Circuit Layout	P3	A	First Issue	
Mechanical	UFH Circuit Layout	P4	A	First Issue	
Mechanical	UFH Circuit Layout	P5	A	First Issue	
Mechanical	UFH Circuit Layout	P6	A	First Issue	
Mechanical	Mechanical Services Specification		1	CONSTRUCTION	
Geotechnical	Geotechnical Report	14601/1	AA		
Acoustic	Acoustic Assessment	2018011	A		
Section J	Section J report	18-1256	02		
BASIX	Nathers and Basix Assessment	18-1257	A		
BASIX	Nathers Stamped Architecturals				

DOCUMENTS <https://www.dropbox.com/sh/q0srwah8ivfzs1v/AAACCKK4AD73mvWGWMI4-RCsa?dl=0>

\_\_\_\_\_. (Print Name)

\_\_\_\_\_. (Company Name)

..... (Sign)

\_\_\_\_\_. (Date)

(Subcontractor).....M.L.....(Zadro).....