

Subcontract Agreement

IN THE STATE OF NEW SOUTH WALES

PROJECT NAME: The Mason, 27-35 Punchbowl Rd, Belfield

TRADE PACKAGE: Wet Fire Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUBCONTRACT AGREEMENT BETWEEN:

CONTRACTOR: Eastern Pacific Design & Construct Pty Ltd

AND

SUBCONTRACTOR: [REDACTED]

The Contractor agrees with the Subcontractor that pursuant to the terms and conditions of this Contract, the Subcontractor must perform and undertake all of the Works for the Project.

WARNING

The Contractor has strongly recommended and advised, and the Subcontractor acknowledges that prior to signing this document that it obtain independent legal advice.

SUBCONTRACT AGREEMENT DOCUMENT CHECKLIST

All the documents listed below form part of the Subcontract agreement and must be included prior to issuing to the Subcontractor, all ticked off prior to the execution by the PM or when presented to Senior Management.

- General Conditions of Contract ☐
- Special Conditions of Contract ☐
- SCHEDULE 1 ☐
- ANNEXURE A – Scopes of Works ☐
- ANNEXURE B – Pricing Schedule & Break-up of costs ☐
- ANNEXURE C – Liquidated Damages ☐
- ANNEXURE D – Project Timeline / Schedule ☐
- ANNEXURE E – Deed of Guarantee & Indemnity ☐
- ANNEXURE F – Warranty Deed ☐
- ANNEXURE G – Novation Deed ☐
- ANNEXURE H – Transmittal & Document Register ☐
- ANNEXURE J – Pro Forma Statutory Declaration ☐
- ANNEXURE K – Deed of Release ☐

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|------------------------------------|--|
| Contracts Administrator Signature: | |
| Contracts Administrator Name: | |
| Project Manager Signature: | |
| Project Manager Name: | |

SUBCONTRACT TERMS

1. DEFINITIONS

In this Contract, except where the context otherwise requires:

- 1.1 **Acceleration Notice** means a written instruction under Clause 32 by the Contractor to the Subcontractor to accelerate the progress of the Works. Such notice is titled "*Acceleration Notice*".
- 1.2 **Agreement** means if referred to this Contract.
- 1.3 **Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, statutory authority, local authority, Council, tribunal or agency.
- 1.4 **Bill of Quantities** means a document named therein as a bill of quantities issued to tenderers by or on behalf of the Contractor, stating estimated quantities of work to be carried out;
- 1.5 **Business Day** means any day other than a Saturday, Sunday or public holiday in the State of New South Wales or 27, 28, 30 or 31 December-from 9:00am to 5:00pm.
- 1.6 **Certificate of Practical Completion** means the certificate as described and referred to in Clause 16.
- 1.7 **Certificate of Commencement of the Defects Liability Period** means the certificate, described and referred to in Clause 14.
- 1.8 **Civil Liability Act** means Part 4 of the Civil Liability Act 2002 (NSW) or equivalent proportionate liability legislation for the State in which the Works are being carried out.
- 1.9 **Codes of Practice** means all relevant codes that apply to the Works including but not limited to Australian Standards, an Authority's condition, National Construction Code, Office of Fair-Trading Guide to Standards and Tolerances and any other guide, code, principles or subordinate legislation in effect from time to time.
- 1.10 **Commencement Date** means the date the Contractor grants access to the Site to permit the Subcontractor to perform the Works as stated in Item 1 of Schedule 1.
- 1.11 **Confidential Information** means information disclosed in the Subcontract Documents and any other documents or information disclosed or made known to the *Subcontractor* that is not in the public domain.
- 1.12 **Construction Certificate** means any construction certificate obtained from an Authority or any other certifying authority in relation to any stage of the *Works*.
- 1.13 **Contract** means this Subcontractor's Agreement.
- 1.14 **Contractor** means the person or entity identified at Item C in Schedule 1 of this Contract.
- 1.15 **Contractor's Construction Program** means the Contractor's Construction Program included in the Subcontract Document at Item 11.13 of Schedule 1 being a statement and timetable detailing the dates by which, or the times within which, the various stages or portions of the Works are to be carried out and/or completed.
- 1.16 **Contractor's Representative** means the person appointed in Item 17 of Schedule 1 as the Contractor's Representative or other person from time to time appointed in writing by the Contractor to be the Contractor's Representative and notified as such in writing to the Subcontractor by the Contractor.
- 1.17 **Date for Completion of Stages** means the date stated in Item 2 of Schedule 1 or any date that may be extended pursuant to Clause 10.
- 1.18 **Date for Practical Completion** means the date stated in Item 2 of Schedule 1 or any date that may be extended pursuant to Clause 10.
- 1.19 **Date for Possession** means the date stated in Item 14 of Schedule 1.
- 1.20 **Development Approval** means any applicable development approvals granted by the relevant Authority in regard to the Works.
- 1.21 **Demolition material** means any construction and demolition waste including excavated material (whether VENM, ENM or other), concrete, bricks and masonry items, timber, plasterboard and packaging material.
- 1.22 **Design and Construct** means the design and construction of the Works.
- 1.23 **Direction** includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.
- 1.24 **Dispute** has the meaning in Clause 41.

- 1.25 **Environment** has the meaning given to that term at common law or in any legislation in force in the State or Territory in which the Site is located and includes all components of the earth including land, air water, any later of the atmosphere, flora, fauna, any organic or inorganic matter, structures, sound or taste.
- 1.26 **Final Payment Claim** means a final payment claim given by the Subcontractor to the Contractor's Representative under Clause 17.
- 1.27 **Financier** means any entity which is providing finance in respect of the Works.
- 1.28 **Force Majeure** means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, provided that event or circumstance is limited to the following:
- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - (b) ionising radiation or contamination, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - (c) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
 - (d) strikes or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers, and which affect an essential portion of the works, but excluding any industrial dispute which is specific to the performance of the works or this contract; and
 - (e) declaration made under section 475 of the *Biosecurity Act 2015* (Cth) or equivalent legislation.
- 1.29 **FF&E items** means the items of fixtures, fittings and appliances to be installed as part of WUC.
- 1.30 **GST** means goods and services tax as provided by the GST Law.
- 1.31 **GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.32 **Head Contract** means the contract between the Contractor and the Principal.
- 1.33 **Home Warranty Cover** means insurance under a contract of insurance required to be entered into by or under Part 6 of the *Home Building Act 1989* (NSW) (if applicable).
- 1.34 **Indemnity Basis** means in relation to Clause 41, all costs, including fees, charges, disbursements and expenses incurred by a party to litigation in undertaking proceedings, provided they have not been unreasonably incurred or are not of an unreasonable amount.
- 1.35 **Intellectual property right** means any patent, registered design, trademark or name, copyright or other protected right.
- 1.36 **Item** means any item in the Schedule annexed to this Contract.
- 1.37 **Month** means calendar month.
- 1.38 **No Claim** means no claim for any moneys or for any adjustment to the contract sum on for any EOT to the date for practical completion or for costs, expense, loss or damage on any basis whatsoever, including no claim:
- (a) pursuant to contract;
 - (b) in tort (including negligence);
 - (c) in quantum meruit;
 - (d) pursuant to quasi contract;
 - (e) for unjust enrichment; or
 - (f) pursuant to any other principle of law or equity.
- 1.39 **Latent site conditions** has the meaning in Clause 6.26.2(f)
- 1.40 **Liquidated Damages** means the damages payable by the Subcontractor in accordance with Clause 11 and at the rate stated in Item 3 of Schedule 2.

- 1.41 **Payment Certificate** means a certificate of payment submitted in accordance with Clause 15.
- 1.42 **Payment Claim** means a claim for payment submitted in accordance with Clause 15.
- 1.43 **Payment Schedule** means a schedule prepared in response to a payment claim in accordance with Clause 15.6.
- 1.44 **Practical Completion** has the meaning in clause 16.
- 1.45 **Pricing Schedule** means the prices and costings agreed by the Contractor to pay an accepted rate for any products or services to be provided by the Subcontractor and as detailed and described in any Pricing Schedule attached to Annexure B.
- 1.46 **Principal** means Belfield Village Investments Pty Ltd (ACN 620 775 037) acting as trustee for Belfield Village Investments Trust.
- 1.47 **Project** means the project stated on the front page of the Contract and further described in Schedule 1.
- 1.48 **Qualifying cause of delay** means:
- (a) a suspension under Clause 25, except to the extent that the suspension is caused or contributed to by the Subcontractor;
 - (b) an industrial dispute affecting the construction industry generally, which is of a state wide or nationwide character, not specific to the subcontractor or the Site and one which has not been caused or contributed to by an act or omission of the subcontractor;
 - (c) conditions affecting the Subcontractor's critical path activities, including:
 - (i) inclement weather;
 - (ii) high winds affecting crane operations; and
 - (iii) latent conditions.
 - (iv) delay by any Authority, other than delay caused by an act or omission of the Subcontractor or, subject to and without limiting any other express provision of the Contract, a delay reasonably foreseeable by a competent subcontractor; and
 - (v) changes in legislative requirements not reasonable foreseeable by a competent subcontractor.
- 1.49 **Reference Date** means the date on which a claim for a progress payment may be made in relation to work carried out or undertaken to be carried out (or related goods and services supplied or undertaken to be supplied) under the Contract referred to at Item 4 of Schedule 1 of this Contract.
- 1.50 **Retention Monies** means the quantum of the moneys held as a Retention Sum.
- 1.51 **Retention Sum** means a certain percentage of the Subcontract Sum determined at Clause 21.2 of this Contract which the Contractor is entitled to retain as Retention Monies.
- 1.52 **Secondary subcontract** means a subcontract between the Subcontractor and a secondary subcontractor.
- 1.53 **Secondary subcontractor** means a subcontractor to the Subcontractor.
- 1.54 **Security** means security in the form of costs or bank guarantee or other form approved by the Contractor under clause 21.8.
- 1.55 **Selected secondary subcontract work** has the meaning in Clause 37.
- 1.56 **Selected secondary subcontractor** has the meaning in Clause 37.
- 1.57 **Site** means the land particularly identified in Item 12 of Schedule 1 and other places to be made available by the Contractor to the Subcontractor for the purpose of performing the Works, and includes any existing buildings, services, or other improvements.
- 1.58 **SOP Act** means the *Building and Construction Industry Security of Payment Act 1999* (NSW).
- 1.59 **Subcontractor** means the entity or person engaged by the Contractor to carry out the Works and named as that party at the front page of this Contract.
- 1.60 **Subcontract Adjustment Advice** means a written notice from the Subcontractor to the Contractor made pursuant to Clause 13.12 of this Contract.

- 1.61 **Subcontractor's Construction Program** means the Subcontractors Construction Program included in the Subcontract Document at Item 11.18 of Schedule 1 being a statement showing the dates by which, or the times within which, the various stages or portions of the Works are to be carried out and/or completed.
- 1.62 **Subcontract Documents** means all documents listed in Item 11 of Schedule 1.
- 1.63 **Subcontract Program** means the program referred to in Item 11.18 of Schedule 1.
- 1.64 **Subcontractor's Representative** means the person stated in Item 18 of Schedule 1 as the Subcontractor's Representative or other person from time to time appointed in writing by the Subcontractor to be the Subcontractor's Representative and notified as such in writing to the Contractor's Representative by the Subcontractor.
- 1.65 **Subcontract Sum** means a lump sum of the sum in Item 6 of Schedule 1 including provisional sums but excluding any additions or deductions which may be required to be made under the *Contract*.
- 1.66 **Subcontractor's Variation Application** means a written notice of a proposed variation under Clause 13.
- 1.67 **Sub-Subcontractor** means any contractor engaged by the Subcontractor to perform the Works on behalf of the Subcontractor and includes any Secondary Subcontractor.
- 1.68 **Supporting Statement** has the same definition as prescribed by Section 13(9) of the *Building and Construction Industry Security of Payment Act 1999* (NSW).
- 1.69 **Survey marks** means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring the Works.
- 1.70 **Target Date** means the milestone date or dates referred to in the Subcontract Program.
- 1.71 **Temporary works** means works used in carrying out and completing the Works, but not forming the Works.
- 1.72 **Tender** means the quotation of price or the Subcontract Sum provided by the Subcontractor to the Contractor prior to entering into this Contract or the quoted or proposed costings provided by the Subcontractor as to the costs to complete the scope of works which the Contractor has relied upon when entering into this Contract.
- 1.73 **Schedule** means the Contract document at Annexure F which sets out against the items of WUC the warranties that the Subcontractor is to provide to the Contractor.
- 1.74 **WH&S** means Work Health and Safety as defined in *Work Health and Safety Act 2011* (NSW).
- 1.75 **WHS Legislation** means the *Work Health & Safety Act 2011* (NSW) and the *Work Health & Safety Regulations 2011* (NSW).
- 1.76 **Works** means the whole or any part of the Works to be designed and/or constructed by the Subcontractor in accordance with this Contract and more importantly as described in the attached Scope of Works which forms part of this Contract, and is attached at Item 5 of Schedule 1 and is to include any variations provided for or allowed by this Contract.

2. INTERPRETATION

- 2.1 The, headings and sub-clause headings in this Contract are for reference purposes only and shall not be used in the interpretation of this Contract.
- 2.2 A reference to this document means this Contract and includes any variation or replacement of it;
- 2.3 "Includes" means includes without limitation;
- 2.4 References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under, the legislation;
- 2.5 Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders;
- 2.6 Grammatical forms of defined words or phrases have corresponding meanings;
- 2.7 Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of New South Wales in Australia;
- 2.8 If the day on or by which anything is to be done is a Saturday, a Sunday or a statutory or public holiday in the place in which it is to be done, then it must be done on the next Business Day;
- 2.9 References to a party are intended to bind their executors, administrators and permitted transferees;
- 2.10 Obligations under this agreement affecting more than one party bind them jointly and each of them severally;

- 2.11 Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- 2.12 A reference to a debt due from a party is deemed to be a reference to a debt immediately due and payable that may be set off against amounts otherwise due to the party owing the debt.
- 2.13 A provision of, or a right created under this Contract may not be:
- (a) waived, except in writing signed by the party granting the waiver;
 - (b) varied, except in writing signed by the parties.

Except where this Contract requires a party to exercise any right, power or remedy within a specified time, to delay or neglect in exercising a right, power or remedy in one instance does not prevent its exercise in any other instance.

- 2.14 In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that it put forward this Contract or any part of it.
- 2.15 Communications between the Contractor, the Contractor's Representative, and the Subcontractor shall be in the English language.
- 2.16 Measurements of physical quantities shall be in legal units of measurement of the jurisdiction where the Site is located.
- 2.17 If it is shown that a particular provision of this Contract is voidable, illegal or unenforceable, or if this Contract would be voidable, illegal or unenforceable unless a particular provision was removed, then that provision shall be and is hereby deemed to be removed from this Contract, without affecting the validity, legality and enforceability of the remainder of this Contract, which shall then be read and take effect as if that provision was not included.

3. SUBCONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

- 3.1 The Subcontractor must, in consideration of the Subcontract Sum stated at Item 6 of Schedule 1, Design and Construct the Works in accordance with this Contract and as detailed and described in the Scope of Works identified in Item 5 of Schedule 1, in a proper and workmanlike manner in accordance with this Contract and in accordance with the Subcontract Documents, WHS Legislation SafeWork Authority, Codes of Practice, *Home Building Act 1989* (NSW), Contractor's Corporate Management System, statutes, by-laws, awards and regulations applying in the State of NSW for the time being in force and affecting or in any way relating to the Works or the Head Contract works as a whole and any amendments thereto.
- 3.2 The Subcontractor warrants that it has satisfied itself as to the accuracy of any designs, plans or specifications which is required to perform the Works and that the design, plan or specification will be fit for its intended purpose.
- 3.3 The Subcontractor must perform and observe all its other obligations under this Contract.
- 3.4 The Scope of Works shall include all the work specifically referred to in this Contract and the Subcontract Documents, all and any variations thereto as may be instructed, directed, authorised, sanctioned or required under the terms of this Contract and all minor items of work to be inferred there from to ensure the proper execution and completion of the Works to the absolute satisfaction of the Contractor and for the proper performance by the Subcontractor of its obligations under this Contract.
- 3.5 The Subcontractor agrees and expressly warrants that:
- (a) it is fully aware of the nature and extent of the Works to be performed;
 - (b) it is aware of, and has, the resource levels and financial resources required to execute the Works in accordance with this Contract;
 - (c) it must commence execution of the Works and thereafter diligently proceed to execute and complete the Works in accordance with the requirements of this Contract so as to bring the Works to Practical Completion by the Date for Practical Completion;
 - (d) any work and/or materials not expressly referred to in or required by this Contract but which is necessary for the satisfactory completion and performance of the Works shall be provided by the Subcontractor at its own cost without any adjustment to the Subcontract Sum;
 - (e) it must ensure that all of its employees or agents, secondary subcontractors, employees or agents of secondary subcontractors are competent, qualified, inducted, and experienced sufficiently to perform the Works.
- 3.6 The Subcontractor further warrants to the Contractor that the Subcontractor:
- (a) at all times shall be and is qualified, licensed with the appropriate Authority and experienced to execute the Works and shall exercise all necessary due care, skill and diligence in the exercise and completion of the Works under this Contract;

- (b) it is aware that the Contractor is relying on the skill, care and diligence of the Subcontractor in the carrying out and completion of the Works
 - (c) shall execute and complete the Works in accordance with this Contract, so that the Works, when completed, shall:
 - (i) be fit for its intended purpose; and
 - (ii) comply with all the requirements of this Contract, an Authority Approval, and required Codes of Practice and all legislative requirements.
- 3.7 The Subcontractor hereby accepts and acknowledges that any approval by any Authority for any part of the Works is not sufficient or determinative and is not to be deemed as evidence that the Subcontractor has complied with the requirements of this Contract and/or the Subcontract Documents unless expressly approved by the Contractor or the Contractor Representative.
- 3.8 Before commencement of any of the Works under this Contract, the Subcontractor must issue a Subcontractor's Construction Program a minimum of seven (7) Business Days prior to the Commencement of the Works on the Site.
- 3.9 The Contractor need not make any payment under this Contract to the Subcontractor unless the Subcontractor has complied with and continues to comply with this Clause 3 and Clause 30 as to insurance requirements.
- 3.10 At all times there must be a person appointed by the Subcontractor to act with its full authority in all matters relating to this Contract as the Subcontractor and must keep the Contractor informed in writing of the name of that person, and of any change. If the Contractor or Contractor's Representative reasonably objects to the person appointed from time to time, the Subcontractor must immediately replace that person.
- 3.11 The Subcontractor's Representative(s), at the discretion of the contractor, must become a member of a WH&S Committee and must attend all WH&S meetings.
- 3.12 The Subcontractor must establish and maintain a work procedure which ensures workplace safety for the Subcontractor, his employees and any other person on the Site. This includes but is not limited to a duty to inspect and ensure any and all equipment is fit for its purpose.
- 3.13 The Subcontractor shall give necessary notices and pay any fees relevant to the Subcontractor's work and will comply with all provisions and requirements, Statutory or otherwise, relevant to the Works.
- 3.14 If the Subcontractor or his employees or any Secondary subcontractor be permitted to use any scaffolding or equipment belonging to or provided by the Contractor then such is on the express condition that no warranty or other liability on the part of the Contractor will be created or implied as to the condition or suitability of the said scaffolding or equipment or otherwise.
- 3.15 If the Subcontractor is a company or a related or subsidiary corporate as defined in the *Corporations Act 2001* (Cth), the Directors of the Subcontractor will be required to provide a duly executed and enforceable Deed of Guarantee and Indemnity on the date of this Contract in accordance with Item 15 of Schedule 1 and the Deed at Annexure E.
- 3.16 The Subcontractor acknowledges that such Deed of Guarantee and Indemnity will act as a joint and several guarantee, and in the event of default of the Subcontractor under this Contract, the Contractor may hold the Guarantors jointly and/or severally liable for the performance of the Subcontractor.
- 3.17 Unless otherwise agreed to or directed by the Contractor or the Contractor's Representative, where any part of the WUC the subject of a provisional sum is to be carried out by a further subcontractor or supplier, the Subcontractor will use reasonable endeavors to (but is not obliged to) obtain 3 quotations for that work from Secondary subcontractors or suppliers.
- 3.18 The Subcontractor must perform its obligations as to document management, correspondence and notices under the Contract by making use of the construction software as provided by the Contractor at Item 26 of Schedule 1.
- 3.19 If the Subcontractor becomes, or should as a reasonably skilled Subcontractor have become aware of any change to a required Codes of Practice or legislative requirement applying to the Work, it shall immediately give the Contractor written notice.

4. WORK HEALTH AND SAFETY

4.1 Acknowledgment by Subcontractor

The Subcontractor acknowledges that:

- (a) the Contractor and the Subcontractor may be subject to a range of different potential obligations under work health and safety law to ensure that the Building and the Contractor's Property (or parts of it) are safe (including access to the and egress from the Building);

- (b) there may be risks associated with carrying out of work by contractors or others on or at the Premises (Third Party Work) if the Subcontractor and those engaged in the Third Party Work do not take adequate measures to ensure the health and safety of any person who may be affected by the Third Party Work;
- (c) during the Term, the Subcontractor will have management or control over the Third Party Work; and
- (d) for the purposes of the WH&S Act and the WH&S Regulation, the Subcontractor is the person with the management or control of the Premises and has responsibility for the management and control of the Premises and for this purpose is deemed the Principal Contractor.

4.2 Obligations of Subcontractor

The Subcontractor must:

- (i) ensure that it has adequate systems in place to assess and eliminate hazards associated with any Third Party Work;
- (ii) ensure that where hazards associated with the Third Party Work cannot be eliminated, it does, or procures to be done, all things reasonably practicable to ensure that the risks involved are adequately controlled and minimised;
- (iii) ensure that it and all persons engaged by it or on its behalf are familiar with and comply at all times with any manuals, policies or rules formulated from time to time by the Contractor, including the Site Induction Manual;
- (iv) ensure that only qualified persons are engaged by or on behalf of the Subcontractor to carry out Third Party Work;
- (v) maintain familiarity with and ensure compliance with the requirements of the WH&S Act, the WH&S Regulation and any applicable Codes of Practice under s274 of the WH&S Act;
- (vi) promptly comply with directions on safety issued by any relevant Authority or by the Contractor; and
- (vii) notify the Contractor of:
 - (1) any risks to the health and safety of persons using:
 - (A) the Site; or
 - (B) the Contractor's Property,
 - (2) immediately after becoming aware of such risks, and
 - (3) any notifiable incidents (within the meaning of the WH&S Act) that occur on the Premises immediately after becoming aware of such incidents.

4.3 Appointment of Principal Contractor

(a) Definitions

For the purposes of this clause 4.3 the following definitions apply:

Construction Project has the meaning given to it under clause 289 of the WH&S Regulation.

Construction Work has the meaning given to it under clause 292 of the WH&S Regulation.

Principal Contractor has the meaning given to it under clause 293 of the WH&S Regulation.

(b) Appointment of Subcontractor

If the Subcontractor commissions a Construction Project at the Site during the term of this Contract, without limiting or in any way affecting the Subcontractor's obligations under this Contract, the Subcontractor acknowledges that it will be the Principal Contractor for that Construction Project unless it engages another party for the Construction Project and authorises that party to have the management or control of the Premises and to discharge the duties of a Principal Contractor.

(c) Acknowledgment by Subcontractor

The Subcontractor acknowledges that it must perform the responsibilities connected with its appointment as the Principal Contractor for the work until the expiry or termination of this Agreement.

5. **AUTHORISED PERSONS**

- 5.1 The Contractor must ensure that there must be a person nominated as a Contractor's Representative and at Commencement will be the person named at Item 18 of Schedule 1.
- 5.2 The Subcontractor must ensure that at all times there is a Subcontractor's Representative.
- 5.3 The Subcontractor must promptly comply with all directions and instructions given by the Contractor's Representative(s).
- 5.4 The Contractor's Representative(s) must, for the purpose of performing its functions under this Contract, have:
- (a) after reasonable notice to the Subcontractor, access to any place on the Site where work under this Contract is being carried out or materials are being prepared or stored;
 - (b) access to the Site and the Works under this Contract; and
 - (c) copies of the Contract Documents at the Site at all times.
- 5.5 Neither this Contract nor any other document creates a partnership, joint venture or fiduciary relationship between the Contractor and the Subcontractor. The Subcontractor is not authorised to act as the agent of the Contractor and the Subcontractor must not represent itself as an agent of the Contractor or as being in a partnership or a joint venture with the Contractor. The Subcontractor must not enter into any contract, agreement, arrangement, deed or other arrangement with any third party as agent for or on behalf of the Contractor or Principal.

6. **SUBCONTRACTOR TO INFORM HIMSELF**

- 6.1 The Contractor has and the Subcontractor hereby acknowledges that the Contractor has made available to the Subcontractor all necessary and required information in relation to the Works in order to understand, acknowledge and be able to perform the Works before entering into this Contract. The Contractor makes no representations or warranties as to the accuracy or sufficiency of such information. The Subcontractor is responsible for the interpretation of all such information for the purposes of undertaking and performing the Works and its ability to execute the Works. This includes the Subcontractor satisfying itself prior to the Commencement of the Works that it has read and understood all of the Subcontractor Documents and particularly, that the design and specifications are fit for purpose and the Subcontractor is able to perform the Works in accordance with the *Home Building Act* (if applicable), the information, documentation and plans made available to the Subcontractor.
- 6.2 The Subcontractor, in agreeing to and accepting the Subcontract Sum has prior to execution of this Contract hereby warranted and acknowledged to have:
- (a) examined all the information made available to it by the Contractor for the purpose of tendering or quoting for the Works including consideration of all available the Drawings, Plan Specifications, Terms of Agreements, Bill of Quantities (if Bill of Quantities are provided they are not warranted or guaranteed to be correct and it shall be deemed that the Subcontractor has checked the accuracy thereof), Conditions of Tendering, reports, maps, diagrams, Subcontract Conditions, and the like;
 - (b) examined carefully and acquired actual knowledge of the contents of the Site and has adequately considered all drawings, specifications, schedules, Conditions of Tendering, Subcontract Documents and any other information available to the Subcontractor for the purposes of performing the Works;
 - (c) Inspected the Site before tendering or quoting for the Works or entering into this Contract;
 - (d) examined all information relevant to the risks, contingencies and other circumstances which could affect its Tender, it performing the Works, and which is obtainable by the making of any enquiries; and
 - (e) informed itself and examined the Site and all its physical and environmental conditions and circumstances including sub surface and other Latent site conditions which may have an effect on the Works both above and below the surface of the Site and the climatic conditions at or near the Site; and
 - (f) considered any potential Latent site conditions which are physical conditions on the Site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent Subcontractor at the time of entering into the Contract if the Subcontractor had inspected:
 - (i) All written information made available by the Contractor to the Subcontractor for the purposes of tendering or for the Contract;
 - (ii) All information influencing the risk allocation in the Subcontractor's Tender and reasonably obtainable by the making of reasonable enquiries; and
 - (iii) The Site and its near surrounds.

- (g) informed itself of the nature of the work and materials, plant and equipment necessary for the execution of the Works under this Contract, the means of access to the Site, and transport facilities for deliveries to the Site; and
 - (h) informed itself as to the availability of labour and the accommodation required; and
 - (i) made proper allowance in its Tender for all award payments, site allowances, registered or approved industrial or other agreements that regulate terms and conditions of employment and the insurance requirements payable by the Subcontractor to or in respect to its employees, agents, or sub Subcontractors and for all labour, material and other resources and things necessary to enable it to comply with its obligations under this Contract; and
 - (j) that it has satisfied itself as to the accuracy of any design, plan or specification which it is required to utilise in the performance of its Works whether the said design, plan or specification was prepared by the Subcontractor or by others and that the Works on completion, will be in accordance with the intended design, plan or specification aforesaid and will be fit for purpose.
- 6.3 The Subcontractor by entering into this Contract shall be deemed to have inspected and examined the Site fully and carefully and to have satisfied itself on all matters pertaining thereto which could affect any aspect of the Works and has made due allowance thereof in the Subcontract Sum to perform the Works and the Subcontractor shall not be entitled to claim and shall not claim any adjustment of the Subcontract Sum or to the Date for Practical Completion of the Works or any stage thereof for any delay, cost, loss expense or damage whatsoever sustained in connection with any failure of the Subcontractor to ascertain the actual physical condition and characteristics of the Site including but not limited to surface conditions and previously completed work of others.
- 6.4 Unless otherwise provided for in this Contract, the Contractor does not warrant and shall not be liable in contract, tort or to the extent permitted by law under any statute or otherwise for any costs, losses, expenses or damages suffered or incurred by the Subcontractor, whether arising by or out of the negligence or otherwise of the Contractor, Contractor's Representative, or its employees, consultants or agents, howsoever caused, arising out of or in connection with any prior representations made by the Contractor or any person on behalf of the Contractor, any inference or assumption made by the Subcontractor or the completeness, adequacy, accuracy or content of the information (collectively referred to in this Subcontract as "the information") made available or disclosed to the Subcontractor by the Contractor or any person on behalf of the Contractor prior to the parties entering into this Contract, regardless of whether the information was made available or disclosed for the purpose of tendering or forms part of the Subcontract Documents or whether the information is made available or disclosed to the Subcontractor for its convenience only or otherwise.
- 6.5 The Subcontractor:
- (a) warrants that it has not entered into this Contract on reliance on any representations, warranty, promise or statement made by the Contractor or any person on behalf of the Contractor; and
 - (b) acknowledges that it is aware that the Contractor has entered into this Contract relying upon the warranties and representations made by the Subcontractor to the Contractor; and
 - (c) releases and indemnifies the Contractor from any Claim against the Contractor about any fact, matter or thing arising out of or in any way connected with that information or data whether under this Contract or (in as far as permitted by law) any other principle of law which it now has or in the future may have.
- 6.6 The Subcontractor agrees that unless the Contractor expressly agrees otherwise in writing, any information supplied by the Contractor:
- (a) has been or will be provided only for the Subcontractor's convenience; and
 - (b) has not been and will not be relied upon by the Contractor for any purpose (including entering into the Contract or performing its obligations under the Contract).
- 6.7 The Subcontractor acknowledges and agrees that in respect of any information provided by the Contractor (inclusive of information supplied from the Principal to the Contractor which is then supplied from the Contractor to the Subcontractor), the Contractor:
- (a) does not assume any responsibility or duty of care;
 - (b) warrant, guarantee or make any representation as to the accuracy, completeness or adequacy for the purposes of carrying out the Works;
 - (c) excludes all liability to the Subcontractor in contract, tort, equity under statute or otherwise arising from or in connection to the information supplied.

7. **SUBCONTRACT SUM**

- 7.1 Unless otherwise stated herein, the Subcontract Sum is the amount stated in Item 6 of Schedule 1 and the Subcontract Sum is calculated in accordance with the Pricing Schedule and is not subject to any adjustment on account of any rise and/or fall in labour rates (including any extra amounts payable on account of the conditions in which any work is carried out and any change in the cost of statutory and/or other overheads) cost of materials and plant rates on any account whatsoever
- 7.2 If Item 6 of Schedule 1 and if applicable, Annexure B includes in the Pricing Schedule, an amount for a Bill of Quantities for the Works for which the Subcontractor has accepted by way of rates then the Subcontract Sum will be the sum of the products ascertained by multiplying the measured quantity of each section or item or Work actually carried out pursuant to this Contract by the rate accepted by the Contractor for the section or item adjusted by any additions or deductions made pursuant to this Contract. Under no circumstances, will any prices agreed upon be extended beyond the Pricing Schedule (if applicable).
- 7.3 The Subcontractor agrees to provide all tools, plant, equipment, materials and labour to carry out the Works.

8. **SUBCONTRACT DOCUMENTS**

- 8.1 The Subcontract Documents detailed in Item 11 of Schedule 1 shall be read as integral and complementary and in conjunction with this Contract and what is required by one of them shall be binding as if required by all of them unless expressly stated otherwise.
- 8.2 The Subcontractor acknowledges that the documents referred to in Item 11 of Schedule 1 were provided to the Subcontractor prior to the execution of this Contract and are now deemed to be encompassed and comprised into this Contract.
- 8.3 The Subcontractor shall promptly notify the Contractor in writing should it discover any ambiguity, discrepancy, inconsistency, error, omission or other fault in any document prepared for the purpose of executing the Works issued under this Contract or in any Subcontract Documents. The Contractor may issue a direction to the Subcontractor as to the interpretation to be followed by the Subcontractor in carrying out the Works. The Subcontractor shall comply with any such Direction at its cost, provided that such Direction is consistent with the general character and quality of the work required to be carried out under this Contract.
- 8.4 The Subcontractor will not be entitled to claim or receive any extension of time for any delay in the execution of the work under this Contract, or to claim or to recover, as a variation or otherwise, costs, loss, expense, damage or liability incurred by it by reason of the resolution of an ambiguity, discrepancy, inconsistency, error, omission or other fault not brought to the attention of the Contractor prior to the entering into and execution of this Contract.
- 8.5 The Subcontract Documents shall:
- (a) remain the Contractor's property and be returned to the Contractor on written demand; and
 - (b) not be used, copied nor reproduced for any purpose other than the Works.
- 8.6 The Subcontractor shall keep available to the Contractor's Representative and the Contractor:
- (a) on Site, one complete set of the Subcontract Documents; and
 - (b) at the place of manufacture or assembly of any significant part of the Works off Site, the Subcontract Documents which affect that part.
- 8.7 The Subcontractor irrevocably agrees that it shall not disclose or otherwise reveal directly or indirectly to a third party the Confidential Information without prior specific written consent of the Contractor unless for the purpose of undertaking the Works.
- 8.8 The Subcontractor agrees not to circumvent or attempt to circumvent this Contract and/or the Confidential Information in an effort to gain a benefit while excluding the Contractor.
- 8.9 The Subcontractor acknowledges that figured dimensions in the Subcontract Documents or any documents relevant to carrying out of the Works shall prevail over scaled dimensions in a discrepancy. Otherwise, if the Subcontractor discovers any inconsistency, ambiguity or discrepancy prepared for the purpose of carrying out Works, the Subcontractor must within reasonable time provide written notice to the Contractor upon which the Contractor will direct the Subcontractor as to the interpretation and construction to be followed.
- 8.10 The Subcontractor agrees that:
- (a) it has fully audited all Subcontract Documents and all documents relevant to the carrying out of the Works;
 - (b) it will immediately upon receipt by it or any further documents relevant to the carrying out of Works carry out a full audit for the purpose of satisfying itself that the further documents are adequate and sufficient for the Subcontractor to carry out Works and satisfy its obligations under this Contract;

- (c) it will not be entitled to any Extension of Time, variation, adjustment to the Subcontract Sum or any other claim arising from any inconsistency, ambiguity, discrepancy or inadequacy of the Subcontract Documents that the Subcontractor has not brought to the Contractor's attention before entering into this Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Subcontractor warrants that, unless provided in this Contract, design, materials, Subcontract Documents, methods of working, provided or directed by the Contractor or the Contractor's Representative shall not infringe any intellectual property right.
- 9.2 The Subcontractor irrevocably indemnifies the Contractor against such respective infringements.

10. COMMENCEMENT AND COMPLETION

- 10.1 The Subcontractor must promptly, upon being given access and if applicable possession of the Site, commence the Works on the date nominated in Item 1 of Schedule 1 of this Contract.
- 10.2 The Subcontractor must regularly and diligently execute and complete the Works so that Practical Completion is achieved by the Date of Practical Completion or the Date for Completion of Stages stated in Item 2 of Schedule 1.
- 10.3 The Subcontractor must take all necessary action required to ensure it meets the requirements of the Subcontractor's Construction Program. The Contractor may seek to amend the Construction Program or vary the various stages or portion of the Works to be carried out. The Subcontractor must do all what is reasonably necessary to comply with any varied Direction of the Construction Program. Unless otherwise directed however, the Subcontractor shall not, without a Qualifying cause of Delay, depart from the Subcontractor's Construction Program.

11. LIQUIDATED DAMAGES

- 11.1 If the Subcontractor fails to complete the Works or any stage of the works by any Target Date or by the Date for Practical Completion or fails to complete any stage of the Works by the due date specified by the Contractor or the Contractor's Representative or within any extended time approved in writing by the Contractor, the Subcontractor will then be indebted to the Contractor for Liquidated Damages at a rate stated in Item 3 of Schedule 1 for every day during which the Works or the relevant stage or stages shall remain incomplete.
- 11.2 If the Subcontractor fails to reach Practical Completion by the Date for Practical Completion or complete a stage of its Works by the due date the stage is required to be completed or by any Target Date, the Contractor is entitled, when issuing any Payment Certificate to issue with it a provisional assessment in writing of the amount then provisionally due by way of Liquidated Damages and the Contractor may deduct and or set off such amount from the amount certified and the amount so deducted shall be taken in partial satisfaction of the indebtedness of the Subcontractor to the Contractor for the amount due under clause 11.1
- 11.3 If the Subcontractor fails to reach any Target Date by the date shown in the Subcontract Program for completion by that Target Date, the Subcontractor shall pay and allow to the Contractor by way of Liquidated Damages the sum stated in Item 3 of Schedule 1 for every day after the scheduled date for completion of the Target Date shown in the Subcontract Program to the date of actual completion of the Target Date or the date that this Contract is terminated pursuant to this Contract, whichever first occurs. The Liquidated Damages become due and payable upon the date of Practical Completion and only if Practical Completion occurs after the Date for Practical Completion or upon termination of the Contract, whichever occurs earlier.
- 11.4 Nothing in this clause shall limit the Contractor's entitlement to general damages for delay to the Works failing to reach Practical Completion by the Date for Practical Completion as specified in Item 2 of the Schedule 1 in addition to any Liquidated Damages.
- 11.5 A failure by the Contractor at any time to demand payment or to back charge (deduct), withhold or set off the Liquidated Damages will not amount to a waiver of or otherwise affect the Contractor's rights and entitlements to recover Liquidated Damages.
- 11.6 The Subcontractor acknowledges that the rate for Liquidated Damages set out in Item 3 of Schedule 1 represents a genuine and reasonable pre-estimate of the amount of loss or damage, as calculated at the date of this Contract, which the Contractor is likely to suffer if the Subcontractor fails to reach Practical Completion by the Date for Practical Completion or fails to reach completion of any stage, Target Date or milestone by the agreed date for that stage or milestone. The Subcontractor acknowledges and accepts that the calculation of Liquidated Damages comprises of but is not necessarily limited to the matters contained in Annexure C to this Contract. The Subcontractor warrants that it will not challenge the rate for Liquidated Damages as being in the nature of a penalty.

12. EXTENSIONS OF TIME

- 12.1 If the Subcontractor is or will be delayed in reaching Practical Completion or completion of a stage of works by the due date or a Target Date specified in this Contract by:
- (a) any act, default or omission on the part of the Contractor or the Contractor's Representative; or
- (b) any industry wide dispute only effecting the Subcontractor's critical path as determined by the Contractor's Program; or

- (c) any variation directed by the Contractor in accordance with this Contract only effecting the Subcontractor's critical path as determined by the Contractor's Program;
- (d) conditions of the Site pertaining only to Qualifying cause of Delay in accordance with Clause 1.48; or
- (e) disruptive weather conditions including but not limited to storms, hail and natural disasters which physically preclude the Subcontractor from completing the Works;

the Subcontractor must as soon as possible and in any case within two (2) Business Days after the delay occurs, give to the Contractor or the Contractor's Representative written notice seeking an extension of time for Practical Completion that:

- (a) includes a detailed statement of the facts on which the request is based;
- (b) the estimated delay in reaching Practical Completion or the estimated delay in reaching completion of a stage of works;
- (c) precisely identifies how the delay involves an activity which is or by virtue of the delay becomes critical to the maintenance of progress in the execution of the Works;
- (d) if the EOT claim is a result of rain or high wind, the supporting metrological data recorded by the Australian Bureau of Meteorology's observation station.

- 12.2 The Subcontractor shall only be entitled to make EOT claims in respect of Qualifying cause of Delay which affect the critical path activities highlighted within the revised program submitted to the Contractor prior to the date that the claim is made.
- 12.3 The Subcontractor shall submit EOT claims, if any, on a monthly basis for the duration of the delay.
- 12.4 Within twenty-eight (28) days of the Contractor or the Contractor's Representative receiving a notice for an extension of time to reach Practical Completion, the Contractor or the Contractor's Representative must give to the Subcontractor a written Direction evidencing its determination of any extension to be granted and the new Date for Practical Completion.
- 12.5 In assessing each EOT claim the Contractor or the Contractor's Representative, acting reasonable, shall only have regard to the delays which affect the critical path activities highlighted within the latest revised Contractor's Construction Program submitted to the Contractor prior to the date that the claim is made.
- 12.6 If the Subcontractor fails to give the notice required of this clause within the time stated, the Subcontractor shall not be entitled to any extension of time arising out of or connected or in any way brought about by the relevant delay.
- 12.7 If the Contractor does not grant an extension of time or grants an extension less than the extension of time claimed, the Contractor shall notify the Subcontractor in writing of the reason.
- 12.8 In determining whether the Subcontractor is or will be delayed in reaching Practical Completion or completion of a stage of works by the due date specified in this Contract, regard shall:
 - (a) be had to whether the Subcontractor can reach Practical Completion by the Date for Practical Completion or completion of a stage of works by the due date specified in this Contract without an extension of time;
 - (b) be had to whether the Contractor has been granted an extension of time for the delay under the Head Contract, except where the delay is caused by an act of prevention on the part of the Contractor which is not caused or contributed to by the Principal or any of those for whom the Principal is responsible; and
 - (c) not be had to whether the Subcontractor can, by committing extra resources or incurring extra expenditure, make up the time lost.
- 12.9 An extension of time can only be given for delays occurring on days on which the Subcontractor usually carries out the Works.
- 12.10 The Contractor may in its absolute discretion make a fair extension of time in respect of any delays not caused or contributed to by any act or default of the Subcontractor.
- 12.11 Notwithstanding any other provisions of this Contract, the Subcontractor shall not be entitled to any extension of time to the Date for Practical Completion of the Works or any stage thereof or Target Date unless it has taken proper and reasonable steps both to preclude the occurrence of the cause of the delay and avoid or minimise the consequences thereof.
- 12.12 Notwithstanding any other provisions of this Contract, where any delay is for duration of less than one-(1) full day, the Subcontractor shall not be entitled to claim an extension of time, as a consequence of such delay.

13. **VARIATIONS**

- 13.1 The Contractor or the Contractor's Representative may vary the Works and direct the Subcontractor to do any one or more of the following:
- (a) increase, decrease or omit any part of the Works under this Contract;
 - (b) execute additional work;
 - (c) change the character or quality of any material or work or of anything described in this Contract;
 - (d) change the character or quality of any material or work such as may be necessary due to the existence of a Latent site condition;
 - (e) change the levels, Survey marks, lines, positions or dimensions of any part of the Works under this Contract; or
 - (f) demolish or remove material or Works no longer required by the Contractor.
- 13.2 The Subcontractor shall not vary the Works under this Contract except as expressly directed by the Contractor or the Contractor's Representative. If the Subcontractor does vary the Works without approval from the Contractor or the Contractor Representative, the Subcontractor accepts all risks associated with carrying out the works.
- 13.3
- 13.4 The Contractor or the Contractor's Representative may direct the Subcontractor to provide a detailed quotation for the work of a proposed variation supported by measurements or other evidence of cost. The notification pursuant to Clause 13.4 of a proposed variation shall not of itself amount to a Direction to the Subcontractor to so vary the Works.
- 13.5 The Subcontractor must, within seven (7) days of receiving a direction of a proposed variation pursuant to Clause 13.4, provide to the Contractor or the Contractor's Representative, a Subcontractor's Variation Application.
- 13.6 The Subcontractor's Variation Application must:
- (a) be in writing;
 - (b) notify the company of the effect which the Subcontractor anticipates that the variation will have on the End Date; and
 - (c) state whether the proposed variation can be effected.
 - (d) If the proposed variation can be effected, the Subcontractor's Variation Application must also:
 - (i) notify the Contractor's Representative of the effect which the Subcontractor anticipates that the variation will have on the time for Practical Completion and completion of a stage of the Works or Target Date to which the variation relates;
 - (ii) provide an estimate of the cost including but not limited to Subcontractor's price, for the variation supported by all measurements, quantities, rates and other information used by the Subcontractor in determining such price, delay or disruption costs and the costs or effect on any applicable warranty, of the proposed variation;
 - (iii) if the notice relates to works being decreased or omitted from the Works, the work not now required is to be deducted from the Subcontract Sum. Cost in this case means the actual expense or amount saved by the Contractor because the work is now not required to be done;
- 13.7 If the Subcontractor's Variation Application is not received by the Contractor in the time stipulated in this Clause 13, it is deemed that the Subcontractor has accepted the proposed variation at no cost to the Contractor.
- 13.8 If the Contractor agrees to the Subcontractor's Variation Application, the Subcontractor's Variation Application must be dated and signed by the Contractor or the Contractor's Representative to be valid. If the Subcontractor's Variation Application is not signed, the Subcontractor shall not be entitled to claim and shall not claim any adjustment to the Subcontract Sum, or to the Date for Practical Completion of the Works or any stage thereof or Target Date for any delay, costs, loss, expense, or damage whatsoever consequent upon its obligation to comply with this Clause.
- 13.9 If the Subcontractor requests the Contractor's Representative to direct a variation for the convenience of the Subcontractor, the Contractor's Representative may direct that variation but may only do so in writing. The Direction may be conditional. The Contractor's Representative is not and shall not be obliged to direct a variation for the convenience of the Subcontractor.
- 13.10 If the Contractor or the Contractor's Representative agrees to a proposed variation at the request of the Subcontractor pursuant to this Clause, the variation must be dated and signed by the Contractor's Representative and the Subcontractor's Representative in order to be valid. If the variation is not signed, the Subcontractor shall not be entitled

to claim and shall not claim any adjustment to the Subcontract Sum, or to the Date for Practical Completion of the Works or any stage thereof or Target Date for any delay, costs, loss, expense, or damage whatsoever consequent upon its obligation to comply with this Clause.

- 13.11 The Subcontractor shall vary the Works as required by the Contractor but shall not be entitled to claim payment for any variation not authorised in writing.
- 13.12 No variation shall result in any increase to the Subcontract Sum unless within seven (7) days of being directed to effect work that the Subcontractor considers constitutes a variation, the Subcontractor shall have notified the Contractor in writing of the nature and cost implications of such variation, including the Subcontractor's price for the variation supported by all measurements, quantities, rates and other information used by the Subcontractor in determining such price and the Subcontractor has issued a variation number and a Subcontract Adjustment Advice. If the Subcontractor fails to do so, it shall not be entitled to claim and shall not claim any adjustment of the Subcontract Sum or to the Date for Practical Completion of the Works or any stage thereof or Target Date for any delay, cost, loss, expense, or damage whatsoever consequent upon its obligation to comply with this Clause.
- 13.13 No claim of the Subcontractor for the cost of executing extra work or supplying extra materials or goods not required by the Subcontract Documents need be met by the Contractor unless the Contractor has given a written instruction and written approval for same.
- 13.14 If the Subcontractor carries out work, which he considers to be a variation, not in accordance with this Clause 13, then those unauthorised works will be at the Subcontractor's absolute sole risk and the Subcontractor shall not include those unauthorised works in any Payment Claim.
- 13.15 The cost referred to in Clause 13.5, unless otherwise agreed, will be calculated by the Contractor's Representative as follows:
- (a) for all labour costs whether performed by the Subcontractor's employees, agents, officers, directors or subcontractors, the rates for such labour as determined by the Contractor's Representative.
 - (b) for all materials is the actual cost of the materials to the Subcontractor. The Subcontractor must provide the Contractor's Representative evidence of payment for materials by the Subcontractor together with all quotations, invoices, receipts and other documentary evidence which tends to prove the actual cost of materials.
- 13.16 For abundant clarity, the Subcontractor shall have No Claim in respect of a Variation unless:
- (a) The Contractor or the Contractor's Representative instructs the Subcontractor in writing to execute the Variation;
 - (b) The Subcontractor notifies the Contractor in writing of its intention to make a claim within 10 business days after receiving the instruction from the Contractor or after becoming aware of an event that will result in a claim, whichever is the earlier;
 - (c) The Subcontractor submits to the Contractor the fully detailed claim for adjustment of the Contract Sum in respect of the variation within 10 Business Days after receiving the instruction from the Contractor or after becoming aware of an event that will result in a claim, whichever is the earlier; and
 - (d) The Contractor or the Contractor's Representative will provide the Subcontractor notice of acceptance within seven (7) days of receiving the claim under Clause 15 below.

14. DEFECTS LIABILITY PERIOD

- 14.1 The Defects Liability Period is stated in Item 10 of Schedule 1 and commences on the date of the Contractor issuing the Subcontractor with a Certificate of Commencement of the Defects Liability Period.
- 14.2 The Contractor may issue a Certificate of Commencement of the Defects Liability Period at any time in its absolute discretion.
- 14.3 The Subcontractor must, after the commencement of the Defects Liability Period, immediately and at the very least within two (2) Business Days, rectify any defects or omissions in the work under this Contract.
- 14.4 The Subcontractor must ensure that a competent and appropriately qualified and licensed person who is contactable by the Contractor is appointed by the Subcontractor at all times during the Defects Liability Period and any separate Defects Liability Period to rectify all defects or omission in the work.
- 14.5 At any time during the Defects Liability Period, the Contractor or Contractor's Representative may direct and instruct the Subcontractor to promptly rectify any defect or omission in the Works under this Contract. The Direction must identify the defect or omission and state the date by which the Subcontractor must complete the rectification work and may state a date by which the rectification work must commence.
- 14.6 The Direction in respect of defects or rectification work shall be deemed to provide a separate Defects Liability Period at the discretion of the Contractor. The separate Defects Liability Period shall commence on the date the rectification work is completed.

- 14.7 If it is necessary for the Subcontractor to carry out rectification work, the Subcontractor must do so at the times and in a manner which causes as little inconvenience and is suitable to the occupants of the Works as is reasonably possible.
- 14.8 In the event the rectification work is not commenced or completed by the stated dates, the Contractor's Representative may have the defects and rectification work carried out by a third party at the Subcontractor's expense, without prejudice to any rights or entitlements the Contractor may have against the Subcontractor with respect to the defect or omission and the cost and expense of the rectification of the work incurred by the Contractor shall be a debt due from the Subcontractor to the Contractor.
- 14.9 The following methods and procedures for rectifying defective work immediately prior to practical completion shall be incorporated by the Subcontractor into the Contractor's Construction Program so as not to affect the date for practical completion:
- (a) Within fourteen (14) Business Days of the Subcontractor submitting to the Contractor or the Contractor's Representative a notice of final inspection prior to practical completion, the Contractor or the Contractor's Representative will inspect the Works and provide to the Subcontractor a list of defects;
 - (b) The Subcontractor will be given a reasonable period after receipt of the defects list from the Contractor or the Contractor's Representative to rectify all defects, unless the defects presents a risk or injury or damage, in which case it must be rectified immediately;
 - (c) The Contractor or the Contractor's Representative shall reinspect the Works when advised by the Subcontractor that the listed defects have been rectified and subsequent periods of no greater than three (3) weeks will be given if further defect rectification is required; and
 - (d) During any rectification of defective work, immediately prior to practical completion the Subcontractor must allow the Contractor and their contractors and agents reasonable access to the Works for the installation of FF&E (if not included in the WUC) and sales and marketing requirements.
15. **CLAIMS & PAYMENTS**
- 15.1 The Subcontractor must deliver to the Contractor or the Contractor must deliver to the Subcontractor, Payment Claims on the date stated in Item 4 of Schedule 1. Claims for progress payments under this Clause shall be supported by evidence of the following:
- (a) the amount due to the Subcontractor or Contractor;
 - (b) the total amount previously certified;
 - (c) precise details of the value of the work carried out by the Subcontractor or the Contractor in the performance of this Contract to that time together with details of the value of work to be completed and details of all amounts then otherwise due to the Subcontractor or the Contractor arising out of this Contract;
 - (d) the amount which the Contractor may be entitled to retain as a Retention Sum at that time pursuant to Clause 21 and Item 7 of Schedule 1;
 - (e) proof of valid Insurances and certificates of currency;
 - (f) an accurate and honest Supporting Statement;
 - (g) provision by the Subcontractor of Work Method Statements, Site Specified Safety Plans, Rehabilitation Policy, Site Plan, WH&S inspections and WH&S records;
 - (h) provision by the Subcontractor of Quality Assurance documentation including quality records verifying that all work and material is in accordance with the requirements of this Contract and Inspection and Test Plans;
 - (i) Certification(s) and Warranties (as required);
 - (j) ABN Details;
 - (k) Superannuation Contributions;
 - (l) Subcontractor's Construction Program for the Works if directed by the Contractor;
 - (m) any Goods and Services Tax payable by the Subcontractor; and
 - (n) identify all and any defects arising in the Works.
- 15.2 Any Payment Claim received prior to the finalisation of a stage and/or completion of the Project or Target Date must be made on the Reference Date and the Subcontractor must make no more than one-(1) Payment Claim per Reference Date.

- 15.3 A Payment Claim received prior to the Reference Date shall be deemed to be a premature Payment Claim and will not be a valid Payment Claim for the purposes of the *Building and Construction Industry Security of Payment Act 1999* (NSW).
- 15.4 The Subcontractor shall not be entitled to any further Reference Dates after the date of termination of this Contract, in the event that the Contract is terminated.
- 15.5 Any Payment Claim received after finalisation of a particular stage shall be deemed for all purposes to be a Payment Claim received on the following Reference Date. Notwithstanding anything in this Contract to the contrary, any certification or payment of any Payment Claim otherwise than in accordance with the terms of this Clause 15 shall not be deemed to be a waiver of the requirements of this Clause 15 and is a payment on account only.
- 15.6 The Contractor's Representative or Contractor shall at its discretion assess the claim and issue to the Subcontractor a Payment Schedule stating the amount of payment which is approved to be made by the Contractor to the Subcontractor within ten (10) Business Days of receipt of a Payment Claim. The Contractor's Representative shall set out in the Payment Schedule the calculations made to arrive at the amount certified and, if the amount is more or less than the amount claimed by the Subcontractor, the reasons for the difference.
- 15.7 The amount certified by the Contractor's Representative or Contractor shall be payable by the Contractor to the Subcontractor at the end of the following month in which a valid Payment Claim was issued. The Subcontractor shall have no claim on any account whatsoever against the Contractor if, notwithstanding the terms of this Clause, the Contractor fails to pay the amount certified to the Subcontractor for a period of fourteen (14) days after the due date for payment.
- 15.8 The Subcontractor may not make a claim for payment under this Clause 15 in respect of a variation, or anything arising out of a variation unless:
- (a) Clause 12 of this Contract has been complied with; and
 - (b) the price for the variation has been agreed to in writing between the Subcontractor and the Contractor's Representative or Contractor.
- 15.9 Any Payment Claim made under the *Building and Construction Industry Security of Payment Act 1999* (NSW) shall be made at the time when a claim for payment may be made by the Subcontractor under this Clause 15. Nothing in this Contract is intended to create a right to make a claim under the *Building and Construction Industry Security of Payment Act 1999* (NSW), to extend the time at which such a claim may be made pursuant to that Act or to provide a period for the purpose of Section 13(4) (a) of that Act.
- 15.10 Payment of any monies by the Contractor to the Subcontractor shall not be evidence of the value of work carried out or admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only.
- 15.11 The Contractor shall not be obliged to pay for any item of unfixed plant or materials that is not incorporated into the Works, however may do so at its sole discretion.
- 15.12 The Contractor may deduct from monies due or claimed to be due to or from the Subcontractor (whether on account of a breach of contract, delay costs or otherwise) to the Contractor and if those monies are insufficient, the Contractor may at his election have recourse to any Security under this Contract.
- 15.13 Notwithstanding anything in this Contract to the contrary, the Contractor is entitled at any time and from time to time to issue a Subcontract Sum reconciliation statement which sets out the Contractor's assessment of the amount then due and payable to the Subcontractor. The Contractor shall be under no obligation to make any payment to the Subcontractor in excess of any amount shown in that statement as being due and payable to the Subcontractor.
- 15.14 Notwithstanding anything in this Contract to the contrary, the Contractor is not obliged to make any payment to the Subcontractor in connection with any Payment Claim or Schedule until the Subcontractor provides to the Contractor a tax invoice in the amount stated in the relevant Payment Certificate.

16. PRACTICAL COMPLETION

- 16.1 The Subcontractor must bring the Works to Practical Completion by the Date for Practical Completion stated in Item 2 of Schedule 1.
- 16.2 The Contractor or the Contractor's Representative may in its absolute discretion issue a Certificate of Practical Completion to the Subcontractor at any time.
- 16.3 The parties agree that the Subcontractor's works will not be deemed complete whether practically or otherwise until the Contractor has issued on the Subcontractor a Certificate of Practical Completion.
- 16.4 Practical Completion occurs on the date recorded on the Certificate of Practical Completion.
- 16.5 In order for the Contractor to determine when the Works are at Practical Completion the Contractor or the Contractor's Representative may have regard to the following:

- (a) The Subcontractor has done all things that it is required to do under the Contract to enable the Contractor to obtain a certificate of occupation from the relevant Authority;
- (b) the Works are complete including rectification of defects;
- (c) any approvals required for occupation (if required by the Contractor) have been obtained from the relevant authorities and copies of documents evidencing the approvals have been provided to the Contractor;
- (d) all certifications, indemnities and warranties have been provided to the Contractor's Representative or the Contractor;
- (e) the expiration of any Defects Liability Period;
- (f) the Works are complete including rectification of any defects but for any defects which the Contractor's Representative determines the Subcontractor has reasonable grounds for not promptly rectifying and the rectification of which will not prejudice the convenient use of the Works for the usual purposes;
- (g) those tests which are required by this Contract to be carried out and passed before the Works reach Practical Completion;
- (h) certificates, testing, documents and other information required under this Contract which, in the Contractor's opinion, are essential for the use, operation and maintenance of the Works have been supplied and completed;
- (i) the testing and commissioning of all electrical plant and equipment, electronic devices, light fittings and the like have been completed;
- (j) the Subcontractor has provided to the Contractor or the Contractor's Representative one pdf electronic copy and two hard copies of the completion folders including all certificates, as-built drawings, manuals, warranties, keys and the like to the satisfaction of the Contractor;
- (k) performance of all obligations by the Subcontractor pursuant to Clause 22.14 of this Contract; and
- (l) all of the matters referred to in Item 5 of Schedule 1 and the Scope of Works have been completed.

17. FINAL CLAIM

17.1 The Subcontractor must submit to the Contractor's Representative a claim for final payment when:

- (a) the Defects Liability Period has ended and the Subcontractor has rectified all defects and finalised all incomplete work it became aware of by instruction from the Contractor's Representative or Contractor or from its own observations during the Defects Liability Period; and
- (b) the Works have been completed in accordance with the provisions of this Contract;
- (c) and endorse it 'Final Payment Claim'.

17.2 The Subcontractor must submit a Final Payment Claim within twenty-one (21) days of the expiry of the Defects Liability Period.

17.3 In addition to claims for payment required to be included in a Payment Claim under Clause 15 of this Contract, the Subcontractor must include in the Final Payment Claim all other claims in connection with the Works which the Subcontractor considers to be due from the Contractor including damages arising out of any alleged breach of this Contract. All such claims, which have not already been barred, shall be barred after the expiration of the period for lodging a Final Payment Claim unless included in the Final Payment Claim and the Contractor shall be taken to be released and discharged.

17.4 If the Subcontractor fails to comply with Clause 17.2 of this clause the Contractor may determine the final claim.

1.2. After a final claim has been made or treated as having been made pursuant to Clause 17.4, the Subcontractor is not entitled to make any further claims on the Contractor under this Contract.

18. FINAL CERTIFICATE / DEED OF RELEASE

18.1 Within ten (10) Business Days of receipt of the Final Payment Claim, the Contractor's Representative must promptly assess the Final Claim. If the Contractor's Representative requires further information to assess the Final Claim, the Contractor's Representative may request the Subcontractor for such information. The Subcontractor must promptly provide the Contractor's Representative any additional information the Contractor's Representative requests.

18.2 The Contractor's Representative must within the ten (10) Business Days period after receiving the final claim or the additional information requested, issue to the Subcontractor and to the Contractor a final certificate of the final amount due from the Contractor to the Subcontractor, if any.

- 18.3 The Final Certificate must:
- (a) identify the amount of GST that has been included;
 - (b) give written reasons for any difference between the final amount certified and the amount claimed; and
 - (c) notify the Contractor of its obligation to release any remaining Security.
- 18.4 If the Subcontractor fails to give the Contractor's Representative any additional information within a reasonable time, the Contractor's Representative must promptly assess the claim on the basis of the information the Contractor's Representative has.
- 18.5 On receiving the Final Certificate from the Contractor's Representative, the Subcontractor must prepare a tax invoice, if applicable, equal in value to the final certificate and present both documents to the Contractor's Representative for payment.
- 18.6 The amount stated as owing in the final certificate must be paid by the Contractor within one calendar month of the Contractor's Representative issuing a Final Certificate to the Subcontractor and to the Contractor, or, within one month of the Contractor's Representative receiving from the Subcontractor a tax invoice (if applicable) and final certificate as stated in Clause 18.5 above. This sub-clause is subject to Clause 21.6.
- 18.7 The Contractor is not required to pay the Subcontractor pursuant to Clause 18 until the Subcontractor duly executes and delivers a Deed of Release to the Contractor in the form required by the Contractor which documents (among other things) that the amount payable in the Final Certificate is in complete satisfaction of this Contract.
19. **EFFECT OF CERTIFICATES**
- 19.1 The issue of a Payment Certificate or a Certificate of Commencement of the Defects Liability or a Certificate of Practical Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim the Contractor may have against the Subcontractor.
20. **INTEREST ON OVERDUE AMOUNTS**
- 20.1 No interest is payable on any monies due and payable to the Subcontractor.
21. **SECURITY & RETENTION MONIES**
- 21.1 Security and Retention Monies are for the purpose of ensuring the due and proper performance of the Works in accordance with this Contract by the Subcontractor.
- 21.2 The Contractor may retain 10% of each Payment Claim up to a maximum of 5% of the Subcontract Sum in accordance with Item 7 of Schedule 1 as a Retention Sum.
- 21.3 The Contractor may make demand on and utilise the Retention Monies to pay for any debt due from the Subcontractor or for any costs, expenses or damages which the Contractor has incurred, or may in the future incur, due to any act or omission of the Subcontractor which the Contractor asserts is a breach of this Contract.
- 21.4 The Subcontractor must not take any steps whatsoever to prevent the Contractor from making any demand, including any interlocutory proceedings for any breach of this Contract.
- 21.5 If the Contractor makes demand on the Retention Monies the Subcontractor must then provide further Retention Monies to the Contractor to meet the requirements of this Contract.
- 21.6 The Contractor's entitlement to Security shall, upon Practical Completion of the Project, but subject to any variation in accordance with Clause 12, be reduced to 50% of the Retention Monies.
- 21.7 The Contractor shall release 50% of the Retention Monies (being 2.5% of the Subcontract Sum) and/or Security on the date of Practical Completion. The Contractor shall release the balance of the Retention Monies twelve months following the expiration of the Defect Liability Period.
- 21.8 The Subcontractor must if stated at Item 20 of Schedule 1 provide Security in the amount stated therein. The Security must be in the form of cash, a bank guarantee, or other form approved by the Contractor. If the Security is not transferrable by delivery, the Subcontractor must provide to the Contractor an executed transfer or such other documentation as is necessary to affect a transfer of the Security. The costs including, but not necessarily limited to Stamp Duty or other taxes of and incidental to the transfer and retransfer, shall be borne by the Subcontractor. The Subcontractor must provide Security on the date of this Contract.
- 21.9 The Contractor may have recourse to Security, Retention Monies or both and may convert into money security that does not consist of money in circumstances where the Contractor has become entitled to exercise of right under this Contract as a result of the Subcontractor's breach or an amount is due to the Contractor by the Subcontractor under or in connection with this Contract.

- 21.10 The Contractor may make demand on and utilise the Security, Retention Monies or both to pay for any debt due from the Subcontractor or for any costs, expenses or damages which the Contractor has incurred or might in the future incur, due to any act or omission of the Subcontractor as a result of the Subcontractor's breach of this Contract.
- 21.11 Should the Contractor make demand on the Security, Retention Monies or both, the Subcontractor must not take any steps whatsoever to prevent the Contractor making demand including, but not necessarily limited to any interlocutory or other Court proceedings.
- 21.12 If the Contractor makes demand on the Security, Retention Monies or both, the Subcontractor must provide further Security to the Contractor to meet the requirements of this Contract.
- 21.13 Without prejudice to any other right, the Contractor may set off or deduct from any monies due to the Subcontractor from any Payment Claim. If those monies are insufficient to meet any amount payable to the Contractor by the Subcontractor then the Contractor may have recourse to any Retention Monies and, if they are insufficient then to any Security under this Contract.
- 21.14 Interest earned on the Security shall belong to the Contractor holding the Security.

22. **PERFORMANCE & EXECUTION OF SCOPE OF WORKS**

- 22.1 Except as may be provided in this Contract or as may be instructed by the Contractor, the Subcontractor is and shall remain responsible for all construction means, methods, techniques, sequences and procedures employed by it for the execution of the Works and for coordinating all portions of and the execution of all portions of the Works.
- 22.2 In the absence of any requirement to the contrary, the Subcontractor shall only use materials that are new, defect free, of merchantable quality and carry out tradesman like workmanship. All materials and workmanship shall be of a kind which is suitable and fit for its purpose and consistent with the nature and character of that part of the Works for which it is used.
- 22.3 Upon request by the Contractor, the Subcontractor shall furnish evidence to prove that all materials and workmanship applied in connection with the Works are of the respective kinds and standards shown or described in the Scope of Works and the Subcontract Documents or if not so shown or described then of an appropriate kind and of satisfactory standard.
- 22.4 The Subcontractor shall control the quality of the Works through the implementation of a quality assurance system. That system must ensure that all aspects of the Works are planned, checked and fully documented and that the performance of the Subcontractor in terms of quality is able to be monitored and audited by the Contractor at any time during the course of and after the completion of the Works. The Subcontractor shall ensure that the quality system is properly, fully and professionally implemented during the course of the Works.
- 22.5 The Subcontractor warrants to the Contractor that prior to signing of the Contract, the Subcontractor has carefully inspected the Site and its near surrounds, the buildings adjoining the Site, the roads and services to the Site in order to ensure that there are no adverse matters that a competent and experienced subcontractor could reasonably identify at the date of the Contract that may affect the Contract Sum and the Date for Practical Completion.
- 22.6 In the event that the Contractor issues a Direction requiring the Subcontractor to open up for inspection any work covered up or to arrange for or carry out any testing of any materials or goods (whether or not already incorporated in the Works) or of any executed work then the cost of such opening up or testing (together with the cost of making good in consequence thereof) shall be added to the Subcontract Sum unless:
- (a) such opening up or testing is consequent upon failure of the Subcontractor to comply with some provision of this Contract;
 - (b) the opening up or testing shows that such work, materials or goods are not in accordance with this Contract.
- 22.7 If the Contractor or the Contractor's Representative discovers material or work provided by the Subcontractor which is not in accordance with this Contract or to an appropriate Codes of Practice or standard, the Contractor's Representative shall as soon as practicable notify the Subcontractor identifying the work and giving reasons why it is not in accordance with this Contract. The Contractor's Representative may direct the Subcontractor and the Subcontractor shall promptly do one or more of the following, as determined by the Contractor's Representative acting reasonably but otherwise in its absolute discretion at no cost to the Contractor:
- (a) remove the material from the Site;
 - (b) demolish the work;
 - (c) redesign, reconstruct, replace or correct the material or work; or
 - (d) not to deliver the material or work to the Site.
- 22.8 The Contractor's Representative may direct the times within which the Subcontractor must commence and complete the removal, demolition, redesign, reconstruction, replacement or correction.

- 22.9 The Contractor may give a Direction pursuant to this clause at any time and from time to time before the issue of the Final Certificate, notwithstanding the making of any progress payment. Nothing in this clause shall prejudice any other right which the Contractor may have against the Subcontractor in connection with any failure to provide work in accordance with this Contract.
- 22.10 The Contractor is hereby authorised to issue any Direction arising out of or in connection with any matter of whatsoever nature in connection with the Works which the Contractor considers is appropriate to be the subject of a Direction and to otherwise fulfill any other function, expressly or impliedly referred to in or required by the terms of this Contract. The Subcontractor shall comply promptly with any such Direction.
- 22.11 If the Subcontractor fails to comply with a direction issued by the Contractor's Representative pursuant to this Clause 22 within the time specified by the Contractor's Representative in the direction, the Contractor may take all or part of the Works out of the hands of the Subcontractor in accordance with Clause 23 of this Contract.
- 22.12 Notwithstanding the limitations imposed by Sections 18E and 48K the Home Building Act 1989 (NSW) (if applicable), the Subcontractor hereby extends the statutory warranty periods for its Works as detailed herein and generally warrants that:
- (a) the materials supplied and all Works performed shall be durable, free from defects, acceptable in appearance and finish, and safe for a period of ten (10) years after the date expiry of the Defects Liability Period and if during that ten (10) year period, any defect or fault in the materials supplied or Works performed by the Subcontractor is identified and the cause of that defect or fault is caused by the Subcontractor, then the Subcontractor must at the Contractor's election:
 - (i) return to the Site and carry out any necessary repair required to rectify such defect or fault at his own cost; or
 - (ii) pay to the Contractor the reasonable costs of rectifying the defect or fault as determined by the Contractor.
 - (b) the Works will be performed in a proper and workmanlike manner and in accordance with this Contract;
 - (c) all materials supplied by the Subcontractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this Contract, they will be new;
 - (d) the Works will be done in accordance with, and will comply with all Codes of Practice, the Home Building Act 1989 (as amended) (NSW), the Environmental Planning and Assessment Act 1979 (NSW), the Building Code of Australia, Australian Standards and all other relevant legislative requirements;
 - (e) the Works and any material used in doing the work will be fit for their stated purpose as required under this Contract;
 - (f) the Works will be done with due diligence, within the time stipulated in this Contract;
 - (g) if the Works consist of the construction of a dwelling as defined by the *Home Building Act 1989* (NSW), the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the Works will result in a dwelling that is reasonably fit for occupation as a dwelling;
 - (h) it is aware of all relevant legislative requirements in connection with work health and safety;
 - (i) it accepts the entire responsibility for compliance with all relevant work health and safety legislative requirements by it, its workers and Sub-Subcontractors involved in carrying out the Works;
 - (j) the Works and every part thereof will be carried out and completed in accordance with good and safe work practices so as to comply strictly with this Contract;
 - (k) if in connection with the carrying out of the Works, the Subcontractor is required to carry out any work or do anything which may reasonably pose a threat to the safety of the Contractor's employees or consultants or agents or any other person on or about the Site or any other place for which the Contractor is or may be responsible, in addition to any other obligation to give notice or otherwise, the Subcontractor shall take all necessary steps to ensure that such threat or danger is absolutely and totally averted and will not proceed with such work until the safety of every person possibly affected by such work is assured, and that the Subcontractor is aware that the Contractor has entered into this Contract in reliance upon such warranties.
- 22.13 The Subcontractor shall:
- (a) utilise, and ensure that its workmen utilise, the most practical methods available of noise suppression on all machinery of whatsoever description to ensure that the noise level emanating from the Site during the execution of the Works is kept to a minimum and within the requirements of any code, standard or law;

- (b) ensure that all persons engaged by it in connection with the Works avoid nuisance and trespass to adjacent and adjoining properties and the owners or occupiers thereof and the public from dust, debris, noise, obstruction or vibration emanating from the Works;
 - (c) provide all things and take all measures necessary to protect people and property;
 - (d) avoid unnecessary interference with the passage of people and vehicles.
- 22.14 As a pre-condition to Practical Completion of the whole of the Works (or by such later date as the parties may agree), the Subcontractor must provide to the Contractor or the Contractor's Representative, in a form reasonably satisfactory to the Contractor:
- (a) All warranties and guarantees relating to the WUC in connection with the matters, and for the periods, referred to in the Annexure F;
 - (b) all certificates, warranties and guarantees which have not already been provided by the Subcontractor to the Contractor at each stage of completion of the Works; and
 - (c) all certificates and warranties and guarantees from manufacturers and suppliers of products and material used on or incorporated into the Works [warranties and guarantees are to be for a minimum period of ten (10) years] per scope or warranty; and
 - (d) all certification inclusive of all necessary Council Forms for supply and installation of essential and non-essential Works and services; and
 - (e) all performance and test results as required by the Contractor or other Authorities; and
 - (f) all maintenance and operating manuals in respect of the Works and all information reasonably required for the satisfactory operation and maintenance of all plant, equipment and services forming part of the Works; and
 - (g) an executed Deed of Guarantee and Indemnity; and
 - (h) all as-built drawings as required under the Scope of Works.
- 22.15 The Contractor shall not be entitled to any release of retention or Security or final payment pending its compliance in full of the above.
- 22.16 Upon Practical Completion, the subcontractor hereby releases and indemnifies the Contractor and any related entities or associated group of companies against all liability relating to or arising out of the works provided and/or supplied by the sub-contractor to the Contractor under this Contract, whenever and wherever performed or situated. For that purpose, the subcontractor hereby releases and indemnifies and forever discharges the contractor, its related entities and all of its associated group of companies from all and any actions, costs, claims, demands, proceedings and any loss, expense or damage howsoever arising from the dispute and relating to the works provided by the subcontractor.
- 23. TAKING WORKS OUT OF THE HANDS OF THE SUBCONTRACTOR**
- 23.1 The Contractor may take part of or all of the Works out of the Subcontractor's hands if the Subcontractor:
- (a) The Subcontractor fails to comply with a direction given under Clause 22;
 - (b) Fails to rectify defective works in accordance with Clause 28;
 - (c) Fails to obtain, maintain or keep current appropriate insurance policies in accordance with Clause 30;
 - (d) Fails to comply with an instruction to accelerate works pursuant to Clause 32; and
 - (e) Fails to show reasonable cause pursuant to Clause 38.4.
- 23.2 Prior to taking the Works out of the Subcontractor's hands, the Contractor must give the Subcontractor a notice in writing that:
- (a) Part or all of the Works are suspended in accordance with this Contract;
 - (b) Identifies works that the Contractor intends to take out of the hands of the Subcontractor;
 - (c) Provides an estimate of the value of the works it intends to take out of the Subcontractor's hands; and
 - (d) Provides an estimate of the time to complete the works proposed to be taken out of the Subcontractor's hands.
- 23.3 Notwithstanding any estimate provided in the notice pursuant to Clause 23.2 (d), the actual cost incurred by the Contractor shall be a debt due and payable from the Subcontractor to the Contractor and may be deducted by the

Contractor from any monies or may be payable to the Contractor by the Subcontractor as a progress payment pursuant this Contract.

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

- (a) use materials, equipment and other things intended for Works; and
- (b) without payment of compensation to the Subcontractor:
 - (1) take possession of, and use, such of the construction plant and other things on or in the vicinity of the site as were used by the Subcontractor;
 - (2) contract with such of the Subcontractor's consultants and subcontractors; and
 - (3) take possession of, and use, such of the design documents,

as are reasonably required by the Contractor to facilitate completion of Works taken out.

23.5 The Contractor shall keep records of the cost of completing the work taken out.

23.6 For the purposes of this clause, the parties acknowledge that any costs incurred by the Contractor will be as a "head contractor" and the Contractor may seek recovery for payment against the Subcontractor under the *Building and Construction Industry Security of Payment Act 1999* (NSW).

23.7 The Subcontractor shall remain responsible to the Contractor for such work executed by others as if the same had been executed by the Subcontractor pursuant to this Contract and the Subcontractor shall have no claim on any basis whatsoever against the Contractor in connection with any action taken pursuant to this subclause.

24. THE SITE, THE SITE ACCESS, SITE MEETINGS & SITE INSTRUCTIONS

24.1 The Subcontractor will not be given exclusive possession of the Site but will be given access to those parts or areas of the Site from the Date of Possession as is necessary to enable the Subcontractor to execute the Works in accordance with this Contract.

24.2 Access to the Site (whether in whole or in part) shall confer on the Subcontractor a right only to such use and control of the Site as is necessary to enable the Subcontractor to execute and perform the Works.

24.3 Before Design and Construction work commences, the Subcontractor must comply to the extent specified in this Contract and Schedule 2 to this Contract with requirements for industrial relations, environmental, safety (including under all Work Health and Safety legislation) and quality management, under statutory requirements and any other requirements specified in this Contract to be complied with by the Subcontractor before Design and Construction work commences. The Subcontractor is not entitled to access to the Site or any part of the Site until the Subcontractor demonstrates to the Contractor that it complies with those requirements.

24.4 The Subcontractor acknowledges that, prior to execution of this Contract, it inspected the Site, its access and its surroundings and has:

- (a) examined all information relevant to the risks, contingencies and other circumstances having an effect on this Contract and obtainable by the making of reasonable enquiries; and
- (b) examined all information made available in writing by the Contractor to the Subcontractor (the Subcontractor being hereby deemed to have satisfied itself that such information is complete and sufficient to enable the Subcontractor to carry out the Works).

24.5 The Subcontractor must provide the Contractor and the Contractor's Representative with access to all areas where the Works are being carried out, manufactured, obtained or purchased. The Subcontractor at all times remains responsible for the proper access to all persons within the Site and for the proper security at all times at the Site.

24.6 Should conditions beneath the surface of the Site be found to differ from those shown or described in or otherwise contemplated by this Contract, the Subcontractor shall immediately notify the Contractor in writing and seek instructions before continuing with any relevant construction work.

24.7 The Subcontractor must keep the Site and the Work clean and tidy and must regularly remove rubbish. Should the Subcontractor fail to adhere to same, the Contractor may clean tidy and remove rubbish at the expense of the Subcontractor.

24.8 The Subcontractor shall indemnify and keep indemnified the Contractor in relation to any claim of whatsoever nature arising out of the Subcontractor's failure to comply with the obligations required of it under this Clause 24.

24.9 The Subcontractor must ensure that the Subcontractor, its employees and if applicable, the Secondary subcontractor and its employees:

- (a) do not enter the Site or any place notified by the Principal or the Contractor in writing as a place to which the Subcontractor is not to have access, without the prior written consent of the Principal;
 - (b) do all things reasonably necessary to give effect to the Works by this Contract;
 - (c) have completed such safety or other training or induction prior to accessing the Site;
 - (d) keep themselves informed and comply with any procedures, policies, rules adopted by the Principal or Contractor
 - (e) comply with all directions given by the Contractor in connection with the Site;
 - (f) only access the Site during the hours and days directed by the Contractor; and
 - (g) ensure that the Site is kept safe and secure.
- 24.10 The Subcontractor agrees that it is responsible for the care and preservation of property, material, plant, tools or equipment it has brought on Site.
- 24.11 The Subcontractor must ensure that all materials, equipment and machinery used on the Site complies with all relevant legislative requirements, Codes of Practices and Australian Standards.
- 24.12 The Subcontractor shall be responsible for the supervision of the Works so as to ensure that they are executed in accordance with this Contract. The Subcontractor shall maintain on Site a competent English-speaking and qualified Foreman who is required to monitor and supervise daily all Works that are in progress. Any direction or requests given to the foreman either verbally or in writing, by the Contractor or the Contractor's Representative shall be deemed to have been given or made directly to the Subcontractor.
- 24.13 The Subcontractor (or its representative) must attend meetings, whether urgent or otherwise, on request by the Contractor or Contractor's Representative.
- 24.14 The Subcontractor must ensure they are adequately parked and any expense incurred in relation to parking is the Subcontractor's responsibility.
- 24.15 The Contractor may issue instructions, Directions, notices or orders to the Subcontractor in respect of any work or thing under this Contract including, but not limited to the programming execution, quality, character or extent of the Works, and the Subcontractor shall comply with such Directions, instructions and notices. This applies to any Directions provided by the Contractor's Representative.
- 24.16 If the Subcontractor receives from the Contractor or the Contractor's Representative an instruction, Direction, notice or order which it considers to constitute or involve a variation, but is not stated as such, the Subcontractor must comply with the conditions of Clause 13 in relation to variations.
- 24.17 The Subcontractor shall keep the Site clean and tidy and shall regularly remove any rubbish or surplus material. If the Subcontractor does not do so, the Contractor may do the cleaning and/or removal of any rubbish and all costs and expenses associated with the rubbish removal so incurred by the Contractor shall be a debt due by the Subcontractor to the Builder.
- 24.18 The Subcontractor shall be responsible for all levels and dimensions as set out by its employees, agents or subcontractors from set out points, recovery marks and data and levels that may be established by the Contractor.
- 24.19 If the Subcontractor supplies any materials for the purpose of installation or incorporation into the Works at the Site and those materials are stored or kept on Site for any period of time, the parties agree that upon those materials passing onto the Site, the Contractor shall have title in those Materials and may deal with those Materials in its absolute discretion.
- 24.20 The Subcontractor is responsible for securing any of its plant, machinery and materials or any property which is stored on Site. The Subcontractor indemnifies the Contractor against any claim, suit, loss or damages arising from the theft of any of the Subcontractor's property which is stored on Site.
25. **SUSPENSION OF WORKS**
- 25.1 The Contractor's Representative may direct the Subcontractor to suspend the whole or part of the Works at any time. If the suspension is due to an act or omission of the Contractor or those for whom it is responsible, and the suspension causes the Subcontractor to incur more or less cost than would otherwise have been incurred but for the suspension,

the difference shall be valued by the Contractor's Representative and added to or deducted from the Subcontract Sum as the case may require.

25.2 If the Subcontractor wishes to suspend the whole or part of the Works under this Contract, the Subcontractor shall obtain the prior written approval of the Contractor's Representative. The Contractor's Representative may approve the suspension and may impose conditions of approval.

25.3 The Contractor's Representative may suspend the Works pursuant to Clause 25.1 if it is of the opinion that it is necessary:

- (a) because of an act, default or omission of the Subcontractor or Secondary subcontractor or either's employees or agents of this Contract;
- (b) for the protection or safety of any person or property;
- (c) to comply with a Court order;
- (d) because of a dispute under the Head Contract;
- (e) because of a breach by the Subcontractor of Clause 22 of this Contract; or
- (f) because of a suspension of work under the Head Contract, in the opinion of the Contractor's Representative prevents the Works.

25.4 The Subcontractor may recommence work at any time after reasonable notice to the Contractor's Representative.

25.5 As soon as the Contractor's Representative becomes aware that the reason for any suspension no longer exists, the Contractor's Representative shall direct the Subcontractor to recommence work immediately on the whole or on the relevant part of the work under this Contract.

25.6 The Subcontractor shall bear the cost of suspension pursuant to Clause 25.1 and Clause 25.2.

26. HOURS OF WORK

26.1 The Subcontractor shall perform its work on days and during ordinary work hours, six days a week, Monday to Friday between the hours of 7:00am to 6:00pm and Saturday between the hours of 8:00am and 6:00pm unless restricted by any Development Approval by an Authority. No part of the Works must be executed outside the ordinary working hours without the consent of the Contractor or the Contractor's Representative, which must not be unreasonably withheld. Any penalties imposed by an Authority as a consequence of the Subcontractor's failure to comply with the hours of work is to be set off in accordance with Clause 33.

26.2 The Subcontractor must comply with the Construction Zone (if a Construction Zone is provided) approved times and all Council, Police, Transit Authority, Parking and Street requirements, as amended from time to time.

26.3 The Subcontractor shall provide a twenty-four (24) hour contact number for emergencies and/or urgent work. The Subcontractor must carry out any such emergency and/or urgent work immediately, if required by the Contractor.

26.4 If urgent action is necessary to protect the Works incidental and relating to this Contract and the Subcontractor fails to take action, in addition to any other remedies of the Contractor, the Contractor's Representative may take necessary action to protect the Works.

26.5 If the action was an action that the Subcontractor should have performed at the Subcontractor's cost, the Contractor's Representative shall certify the reasonable cost incurred by the Contractor which shall be a debt due from the Subcontractor to the Contractor.

26.6 The Subcontractor has no entitlement to claim and must not claim any adjustment to the Subcontract Sum or to the Date for Practical Completion of the Works or any stage thereof or Target Date or for any overtime, shift work, acceleration cost, delay, loss, expense, or damage whatsoever save except where the Contractor expressly agrees to pay for the same in writing prior to execution of the Works.

27. REMOVAL OF THE WORKMEN

27.1 The Contractor's Representative may require removal from the Works of any person employed by the Subcontractor who in the opinion of the Contractor's Representative is incompetent or is guilty of misconduct.

28. DAMAGE

28.1 Insofar as compliance with this Contract permits, the Subcontractor shall:

- (a) Take all measures necessary to protect people and property;
- (b) Avoid unnecessary interference with the passage of people and vehicles; and

(c) Prevent nuisance and unreasonable noise and disturbance.

28.2 If loss or damage occurs to the Works under this Contract during the period for which the Subcontractor is responsible for the Site and Works thereof, the Subcontractor must, at the Subcontractor's cost, rectify such loss or damage so that the Works under this Contract conforms in every respect with the provisions of this Contract.

28.3 The Subcontractor must pay to the Contractor the cost of making good any damage done by him or his employees or Sub subcontractors to the Works or anything on the Site incurred by Contractor or of any other subcontractor.

28.4 The Subcontractor must take all necessary steps to protect the Works including where necessary the provision of temporary covers and protection to prevent damage. Should any damage be caused by the Subcontractor or its employees or others carrying out Works under this Contract in whatever manner then the Subcontractor shall rectify or repair or replace the damage immediately upon verbal or written request from the Contractor or the Contractor's Representative or alternatively the Contractor may at its absolute discretion and without notice to the Subcontractor may rectify or repair or replace the damage on behalf of the Subcontractor and at the Subcontractor's expense and the cost of doing so shall be a debt due by the Subcontractor to the Contractor.

28.5 The Subcontractor must attend to rectification of defective works immediately, should the defective work be hazardous to the health or safety of any person or to the public.

29. DEFECTS

29.1 The Contractor considers the Subcontractor to be an expert in the Design and Construction of the Works and holds the Subcontractor responsible for its Works. The Contractor requires at Practical Completion the Works to be defect free.

29.2 The Subcontractor must identify at the completion of each stage of its Works, all defects, whether minor or otherwise, in its Works and inform the Contractor or Contractor's Representative(s), in writing, of the defects and the date the defects will be rectified and completed for inspection by the Contractor or the Contractor's Representative(s). Should the Subcontractor or Subcontractor's Representative(s) fail to rectify and complete the defects prior to the date notified, the Subcontractor will become immediately liable to the Contractor for expenses incurred and associated with inspecting the defective Works following an initial inspection conducted by the Contractor or the Contractor's Representative(s).

29.3 The Subcontractor must maintain the Works until completion and thereafter make good all defects that may subsequently appear or be discovered during the Defects Liability Period stated in Item 10 of Schedule 1. Such rectification shall be carried out by the Subcontractor at times and in a manner, which causes as little inconvenience as is reasonably possible to others working on or occupying the Site.

29.4 The Subcontractor must ensure that a competent and appropriately qualified and licensed person who is contactable by the Contractor is appointed by the Subcontractor at all times during the Defects Liability Period.

29.5 If defects are not rectified within three (3) days of a written request from the Contractor (or such lesser period as the Contractor shall in his absolute discretion deem sufficient in the circumstances) the Contractor may take part or all of the Works out of the Subcontractor's hands in accordance with Clause 23 of this Contract.

29.6 If defects are present in the Works and those defects may cause damage to other parts of the Works, those defects must be rectified within 6 hours of a request made by the Contractor to the Subcontractor or from when those defects are identified, whichever occurs earlier.

29.7 The Defect Liability period as noted in Item 10 of Schedule 1 shall commence on the date the Contractor issues a Certificate of Commencement of the Defects Liability Period.

30. INDEMNITY & INSURANCES

30.1 The Subcontractor must indemnify and keep indemnified the Contractor against:

- (a) loss of or damage to property of the Contractor, including existing property in or upon which the Works are being carried out; and
- (b) claims by any person against the Contractor in respect of personal injury or death or loss of or damage to property, and
- (c) any claims for loss or damage by any person (including but not limited to the Principal) against the Contractor for any acts, defaults, omissions attributable to the Subcontractor and if applicable, the Secondary subcontractor,

arising out of or as a consequence of the carrying out by the Subcontractor of the Works. The Subcontractor's liability to indemnify the Contractor shall be reduced proportionately to the extent that the act or omission of the Contractor or the Contractor's Representative, Contractor's other contractors, employees, consultants or agents contributed to the loss, damage, death, or injury.

- 30.2 To the extent permitted by law, Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations or liabilities of either party under this Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise. Without limiting the general nature of the above, the rights, obligations and liabilities of the parties relating to proportionate liability are as specified in this Contract and not otherwise, whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- 30.3 The Subcontractor must include, in any further contract that it entered into with a third party for the carrying out of the Works, a term that, to the extent permitted by law, the application of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations or liabilities of either party under each further contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- 30.4 Before the Subcontractor commences work under this Contract, the Subcontractor must:
- (i) effect a public liability policy of insurance of not less than the amount referred to in Item 13 of Schedule 1 in the joint names of the Contractor and the Subcontractor which covers the Contractor, the Contractor's Representative, the Subcontractor, all consultants, all Sub-Subcontractors and other persons employed or with an interest in the Site in respect of personal injury to or death arising by accident of any person whomsoever (not being a person who at the time of the accident is defined as a worker of the insured under any statute relating to workers compensation insurance) and in respect of any injury, loss or damage whatsoever arising by accident to any property, real or personal, including property (other than the Works) belonging to the Contractor or in which it is interested and where the accident arises out of or is caused by the execution of the Works. The public liability policy shall be for an amount in respect of any one occurrence not less than the amount referred to in Item 13 of Schedule 1. The policy should be maintained until the Final Certificate is issued.
 - (ii) obtain workers compensation insurance which will insure against liability for death of or injury to persons employed or contracted by the Subcontractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed. Where permitted by law, the insurance policy shall be extended to indemnify the Contractor for the Contractor's statutory liability to persons employed by the Subcontractor. If Workers Compensation cover cannot be legally obtained, insure under a personal accident policy of insurance to cover personal accidents and related liability.
 - (iii) must ensure that the Secondary subcontractors have similarly insured their employees and shall, when requested by the Contractor's Representative provide evidence of such insurance affected by the Sub-Subcontractors.
 - (iv) obtain Construction Risk Insurance which shall ensure that any insurance cover will be maintained during the course of all work that is completed. Such insurance must cover the Contractor, the Contractor's representative, the Subcontractor, all consultants, all Sub-Subcontractors and other persons employed or with an interest in the Site. The value of the Construction Risk Insurance must be for at least the full reinstatement value of the Works and include all fixed and unfixed materials stored on Site.
 - (v) obtain professional indemnity insurance of not less than the amount referred to in Item 13 of Schedule 1 in the joint names of the Contractor and the Subcontractor which covers the Contractor, the Contractor's Representative, the Subcontractor, all consultants, all Sub-Subcontractors and other persons employed or with an interest in the Site, noting the Works include Design and Construction.
- 30.5 Before the Subcontractor commences work under this Contract and in accordance with the provisions of this Contract and whenever requested in writing by the Contractor's Representative or the Contractor, a party liable to effect or maintain insurance must produce evidence to the satisfaction and approval of the Contractor of the insurance effected, is kept current and maintained.
- 30.6 The Subcontractor must take all necessary and required action to ensure that every Sub-Subcontractor and consultant engaged or contracted by the Subcontractor is at all times insured;
- (a) for Workers Compensation and related liability in accordance with the requirements of the Workers Compensation Act 1987 (NSW) and related Work Health and Safety Act 2011 (NSW); or
 - (i) if Workers Compensation cover cannot be legally obtained, insured under a personal accident policy of insurance to cover personal accidents and related liability.
- 30.7 The Subcontractor must ensure that each policy required to be effected and maintained under this Contract, including any Secondary subcontract or agreements with consultants is in effect for the relevant period specified in this Contract and specifically for all times where the Subcontractor continues to perform the Works.
- 30.8 If this Contract requires the Subcontractor to take out additional insurance, all such policies must:
- (b) require the insurer to notify the Contractor at the same time as the insurer receives or gives any notice consenting to the policy must provide the Contractor at least fourteen (14) days' notice before any proposed cancellation of a policy; and

- (c) provide that a notice of claim given to the insurer by the Principal, the Contractor, the Subcontractor, or a Sub-Subcontractor, supplier or consultant will be accepted by the insurer as a notice of a claim given by all of the insured.
- 30.9 If the Subcontractor fails to comply with this Clause 30, where possible, the Contractor may do any of the following at its absolute discretion:
- (a) effect and maintain that insurance and pay the necessary premiums. If required to do so the Contractor may recover from the Subcontractor the cost of the premiums and the Contractor's reasonable costs of effecting and maintaining the insurance, as a deduction from the Subcontract Sum or will be deemed a debt due to the Contractor by the Subcontractor; or
 - (a) terminate this Contract without notice and without penalty
- 30.10 The Subcontractor must bear all excesses under the policies of insurance taken out by the Contractor which
- 30.11 Whenever insurance is to be effected in joint names, the policy of such insurance shall provide that in so far as the policy may cover more than one insured all insuring agreements and endorsements with the exception of limits of liability shall operate in the same manner as if there were a separate policy of insurance covering each party comprising the insured. Such policy shall provide that the insurer waives all rights, remedies and relief to which it might become entitled by subrogation against any other parties comprising the insured and that failure by any insured to observe and fulfill the terms of the policy shall not prejudice the insurance in regard to any other insured.
- 30.12 The effecting of insurance shall not limit the liabilities and obligations of the Subcontractor under other provisions of this Contract.
- 30.13 The Subcontractor must immediately inform the Contractor in writing of any occurrence that may give rise to a claim under a policy of insurance required under this clause 30 and must keep the Contractor informed of subsequent developments concerning the claim. The Subcontractor must ensure that each Sub-Subcontractor informs it of the occurrence of any circumstance that may give rise to a claim under a policy of insurance and must inform the Contractor in writing of any occurrence that may give rise under a policy of insurance which it is required to ensure is maintained by a Sub-Subcontractor and keep the Contractor informed of subsequent developments concerning such claim.
- 30.14 Upon settlement of a claim of insurance:
- (a) the Contractor is entitled to receive monies paid as a payment or allowance by the Contractor to the Subcontractor;
 - (i) to the extent the work to be reinstated has not been the subject of a payment or allowance by the Contractor to the Subcontractor, the Subcontractor shall be entitled immediately to receive from monies received, the cost of effecting the reinstatement, including the supply of goods and materials on site whether or not incorporated into the Works; and
 - (ii) the Subcontractor authorises payment of a claim.

31. DELAYS

- 31.1 If in the opinion of the Contractor the Subcontractor at any time is not employing or providing sufficient suitable supervision, labour, men, plant, materials or goods to carry out the Works within the time provided for by the Contractor's Construction Program, the Contractor may after giving three (3) business days' written notice (or such lesser period as the Contractor shall in its absolute discretion deem sufficient in the circumstances) employ such number of additional supervision, labour, men, plant and purchase materials and manufacture goods as it considers reasonable and necessary and the cost of doing so shall be a debt due by the Subcontractor to the Contractor. The Contractor may apply the whole or any part of the monies, which may be or before due to the Subcontractor herein in repayment of such debt.
- 31.2 Where the Contractor so requests the Subcontractor shall provide within five (5) business days (or such less period as the Contractor shall in its absolute discretion deem sufficient in the circumstances) of the request a Subcontractor's Construction Program which must be in parallel and consistent with the current Contractor's Construction Program. Revisions to same shall be executed by the Subcontractor as requested by the Contractor at no additional cost to the Contractor.
- 31.3 The Contractor shall be entitled to direct the Subcontractor to undertake any work or part of the Works in any sequence whatsoever whether in accordance with the Contractor's Construction Program or a Subcontractor's Construction Program approved by the Contractor or otherwise.
- 31.4 Where this Contract states an anticipated Date of Commencement or the Contractor's Construction Program states a date for commencement for a stage or stages of the Works and the Contractor fails to give the Subcontractor access to the Site on the day, such failure shall not be a breach of this Contract and the Subcontractor has no entitlement to claim and shall not claim any adjustment of the Subcontract Sum or of the Date of Practical Completion of the works or any stage thereof or any delay, cost, loss, expense or damage consequent upon such failure to provide access to the Site other than in accordance with Clause 10 of this Contract.

- 31.5 Where the Subcontractor cannot commence off-site fabrication or manufacture for any reason whatsoever whether prevented by some act or omission of the Contractor or the Contractor's Representative or its servants or its agents or otherwise, the Subcontractor shall not be entitled to claim and shall not claim any adjustment of the Subcontract Sum or of the Date of Practical Completion of the Works or any stage thereof or for any delay, cost, loss, expense or damage arising out of or in connection therewith other than in accordance with Clause 13 of this Contract.

32. ACCELERATION NOTICE

- 32.1 The Contractor or the Contractor's Representative may instruct the Subcontractor to accelerate progress of the carrying out of the Works. The instruction must be in the form of a written Acceleration Notice, and the Subcontractor must comply unless, before taking any steps to accelerate, it demonstrates to the satisfaction of the Contractor that the acceleration as instructed cannot be reasonably achieved.
- 32.2 The Subcontractor is not entitled to any additional payment under this Clause 32 unless both parties have agreed on an additional payment.
- 32.3 Whenever possible, the parties must agree on the steps to be taken and basis for acceleration before the Subcontractor takes those steps.

33. DEDUCTIONS BY CONTRACTOR

- 33.1 Any debt due or sum claimed by the Contractor under this Contract, whether liquidated or unliquidated, may be deducted from any sums held by or to be paid the Contractor (whether by way of bank guarantee, Security, Retention, progress payment, other amount or otherwise) and if those funds are insufficient, any deficiency remaining may be recovered by the Contractor as a debt due and payable, or to become due from the Subcontractor.

34. COORDINATION WITH OTHER SUBCONTRACTORS

- 34.1 The Subcontractor must coordinate its Works with other work proceeding on the Site and shall not disrupt the work of other subcontractors. The Subcontractor shall indemnify and keep indemnified the Contractor in respect of all fees, fines, penalties, delays, costs, losses, expenses or any damages of any nature whatsoever from any other subcontractor or third party caused by or arising out of any failure of the Subcontractor to co-ordinate the Works with other works proceeding on the Site.
- 34.2 The Subcontractor has no entitlement to Claim and cannot claim any adjustment of the Subcontract Sum or to the Date of Practical Completion of the Works or any stages thereof or a Target Date for any delay, cost, loss, expense or damage whatsoever consequent upon any failure by the Subcontractor to co-ordinate its Works with other works proceeding on the Site or for the failure of any other subcontractor or third party to co-ordinate their Works with that of the Subcontractor.

35. SUBCONTRACTOR'S WARRANTIES

- 35.1 For each trade or area of work, the Subcontractor must provide to the Contractor, before the Subcontractor completes its Work, a warranty in the form of Annexure F to remedy any defect and to remedy or replace design, materials or workmanship which has not complied with this Contract.
- 35.2 Clause 35.1 does not affect any of the Subcontractor's other obligations under this Contract.
- 35.3 The Subcontractor acknowledges that it:
- (a) has examined the design of the Works, the drawings and the documents provided by the Contractor, the design documents and that such design of the Works, drawings and documents are suitable, appropriate and adequate for the Works; and
 - (b) shall have no claim and the Contractor shall not be liable for, or in connection with, any information supplied by or on behalf of the Principal where the inappropriateness or inadequacy of the same should have been apparent to a competent subcontractor.

36. DISCREPANCIES

- 36.1 All documents shall be mutually explanatory, and anything contained in one but not in another shall be equally binding as if contained in all documents.
- 36.2 If the Subcontractor discovers any ambiguity or discrepancy in any document, then it shall notify the Contractor in writing of the ambiguity or discrepancy. In the event of the ambiguity or discrepancy being discovered and brought to the attention of the Contractor, or discovered by the Contractor, the Contractor shall direct the Subcontractor as to the interpretation to be followed by applying the order of precedence contained in Item 27 of Schedule 1.
- 36.3 The Subcontractor shall not be entitled to Claim and shall not claim any adjustment of the Subcontract Sum or to the Date of Practical Completion of the Works or any stage thereof or Target Date for any delay, cost, loss, expense or damage whatsoever in consequence out of its obligation to comply with this clause or with any Contractor's Direction given pursuant to this clause.

37. **ASSIGNMENT & SUBCONTRACTING**

- 37.1 The Subcontractor shall not assign, novate, charge, pledge or otherwise deal with or encumber this Contract or any payment or other right, obligation, benefit, or interest under this Contract (except as required by this clause 37) without the prior written consent of the Contractor which consent may, in the Contractor's sole and unfettered discretion, be withheld or given (and, if given, with such conditions as required by the Contractor).
- 37.2 The Contractor reserves the right to approve all Secondary subcontractors and labour employed by the Subcontractor in connection with the Works and reserves the right to remove from the Site any person with whom the Contractor believes is not performing in a diligent, competent and safe tradesman like manner.
- 37.3 The Subcontractor shall not subcontract any of the Works to any Secondary subcontractor without the prior written consent of the Contractor. The Contractor may impose conditions on any such consent. No consent by the Contractor under this clause shall relieve the Subcontractor of any of its obligations or liabilities under this Contract and the Subcontractor shall be liable for the acts, defaults and omissions of its Secondary subcontractors as if they were the acts, defaults, omissions of the Subcontractor.
- 37.4 The Subcontractor must ensure that the Contractor and Principal are severally and jointly entitled to the benefit of any and all contractual warranties or statutory warranties in relation to works carried out by a Secondary contractor.
- 37.5 If the Contractor has included in its invitation to Tender or in any of the Subcontract Documents one or more Selected secondary subcontractors for particular Works, the Subcontractor shall subcontract that work to a Selected secondary subcontractor and thereupon give the Contractor's Representative written notice of that Selected Secondary subcontractor's name.
- 37.6 The Contractor may assign this Contract or any payment or other right, benefit or interest thereunder (including any bank guarantees, performance bonds, retention monies and warranties relating to this Contract) at any time to any other entity without the Subcontractor's further approval.
- 37.7 The Subcontractor acknowledges that the Financier may at any time require the Contractor to, and the Contractor must, novate this Contract to the Principal, the Financier or a third party nominated by the Financier (**Incoming Party**) on the basis that:
- (a) the Contractor will have the benefit of and be responsible for all rights, obligations and liabilities accruing or incurred up until the day before the date of the novation deed; and
 - (b) the Incoming Party will have the benefit of and be responsible for all rights, obligations and liabilities accruing or incurred on and from the date of the novation deed.
- 37.8 If the Contractor or the Financier notifies the Subcontractor that a novation is required in accordance with clause 37.7, the Subcontractor must promptly (and in any case within 5 Business Days of receipt of such notice) effect the novation by duly completing and executing a deed in the form set out in Annexure G and delivering an original executed counterpart to each of the Principal, the Financier and the Contractor.
- 37.9 The Subcontractor hereby irrevocably appoints the Contractor to be the Subcontractor's attorney, solely for the purpose of effecting such novation and only if the Subcontractor fails to comply with clause 37.8 within the time period required, with authority to execute such documents as are necessary to give effect to the novation and to bind the Subcontractor accordingly. The power of attorney created under this clause is granted to secure the Subcontractor's performance of its obligations to the Contractor under this Contract.

38. **DEFAULT**

- 38.1 If a party breaches or repudiates this Contract, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right.
- 38.2 If either party commits a substantial breach of this Contract, the other party may give to the party who committed the breach a written notice to show cause. That notice shall:
- (a) state that it is a notice under this clause;
 - (i) specify the alleged substantial breach;
 - (ii) require the party who committed the breach to show cause in writing why the party giving the notice should not exercise a right referred to in this clause as the case may be;
 - (iii) specify the time and date by which the party who committed the breach must show cause (being not less than 2 calendar days after the notice is given to that party); and
 - (iv) specify the place at which cause must be shown.
- 38.3 Substantial breaches as noted in Clause 38.1 of this clause on the part of the Subcontractor include, but are not limited to:
- (i) becomes insolvent;

- (ii) a breach of any provisions of this Contract;
- (iii) failing to provide evidence of insurance or any statement in relation to it;
- (iv) failing to maintain a current building license;
- (v) failing to comply with a Direction of the Contractor or the Contractor's Representative;
- (vi) failing to use materials or standards of workmanship required by this Contract;
- (vii) wrongful suspension of work;
- (viii) failing to proceed with due expedition and without delay;
- (ix) knowingly or recklessly providing a statutory declaration or documentary evidence which contains a statement that is untrue;
- (x) failure to provide the written statement referred to in Section 31H of the Payroll Tax Act 1971 (as amended) in accordance with this Contract;
- (xi) departure from the Subcontractor's Construction Program without reasonable cause or the Contractor's Representative's prior written approval;
- (xii) Failing to rectify defective works in accordance with the Contractor's or Contractor Representative Direction or instruction;
- (xiii) Failing to respond to any notice provided pursuant to Clause 35(d) within the time allowed;
- (xiv) Failing to diligently and with due process pursue and complete the performance of the Works.

38.4 If the Subcontractor is the party who fails to show reasonable cause, the Contractor may, by written notice to the Subcontractor:

- (a) take out of the hands of the Subcontractor the whole or part of the Works remaining to be completed; or
 - (i) terminate this Contract.

38.5 Upon the Contractor giving of the notice to the Subcontractor, the Contractor may suspend payments to the Subcontractor.

38.6 If the Contractor exercises the right under clause 38.4(a) the Subcontractor shall not be entitled to any further payments in respect of the work taken out of the hands of the Subcontractor.

38.7 If the Contractor takes work out of the hands of the Subcontractor, the Contractor shall complete that work and the Contractor may without payment of compensation take possession of:

- (a) the Construction plant materials, Temporary works, tools and other things on or in the vicinity of the Site as are owned by the Subcontractor;
 - (i) the design documents and other documents, information, materials and the like produced by the Subcontractor; and
 - (ii) all books of account and all other records relating to the Works,

that are reasonably required by the Contractor to facilitate completion of the Works. The Contractor shall keep records of the costs associated in completing the Works.

38.8 If the Contractor takes possession of the constructional plant, design documents or other things but not materials as described at Clause 24.19, the Contractor shall maintain them and on completion of the Works the Contractor shall return to the Subcontractor those documents and any things taken.

38.9 In the event work is taken out of the hands of the Subcontractor and completed by the Contractor, the Contractor's Representative shall ascertain the cost incurred by the Contractor in completing the work and shall issue a certificate to the Contractor and the Subcontractor certifying:

- (a) the amount of that cost and setting out the calculations employed to arrive at that cost;
 - (i) the amount which would otherwise have been paid to the Subcontractor if the work had been completed by the Subcontractor; and
 - (ii) the difference.

- 38.10 In the event the costs incurred are greater than the amount which would have been paid to the Subcontractor if the work had been completed by the Subcontractor, the difference shall be a debt due by the Subcontractor to the Contractor.
- 38.11 In the event the Subcontractor is indebted to the Contractor, the Contractor may retain security or Retention Monies, or both, and set off the same against the debt that is due and payable or commence proceedings for the debt due.
- 38.12 In the event this Contract is terminated, the respective rights and obligations of the parties shall be as follows:
- (a) the Subcontractor shall with all reasonable dispatch and in such manner and with such precautions to avoid injury, death or damage to person or property remove from the Works all construction plant, Temporary works and any other equipment, plant, tools, goods and materials which are not the subject of clause 38.7; and
 - (i) after taking into account amounts previously paid, the Subcontractor shall be paid by the Contractor:
 - (1) the contract value of work executed and completed as at the date of termination;
 - (2) the costs of materials or goods properly ordered for the Works for which the Subcontractor shall have paid or for which the Subcontractor is legally bound to pay and on such payment by the Contractor any material so paid for shall become the property of the Contractor; and
 - (3) Notwithstanding anything in this clause to the contrary, the Contractor shall be entitled to set off against any amount so payable any amounts claimed from the Subcontractor in connection with any breach by the Subcontractor of this Contract.

39. Termination for Convenience or Frustration

The Contractor may, at its sole and absolute discretion, terminate this Contract at any time and for any reason by notice in writing to the Subcontractor of not less than seven (7) days.

If the Contractor exercises its right to terminate the Contract for convenience or frustration under this Subclause:

- (a) the Subcontractor must cease carrying out Works upon receipt of the notice;
- (b) the Contractor will pay the Subcontractor for work completed up to the date of termination;
- (c) the Subcontractor must deliver to the Contractor, all property, documentation, material or information provided by the Contractor;
- (d) terminate any Secondary subcontracts;
- (e) the Subcontractor will have no other claim, including but not limited to any overhead, loss of profits, costs, expenses damages, losses or other liabilities arising as a consequence of the Contractor's termination; and
- (f) the Contractor may engage a third party to complete all or part of the Works.

39.2 Termination of Head Contract

If the head contract between the Contractor and Principal is terminated for any reason, the Contractor may immediately terminate this Contract by written notice to the Subcontractor. If the Contractor terminates the Contract under this Subclause:

- (a) the Subcontractor must cease carrying out Works upon receipt of the notice;
- (b) the Contractor will pay the Subcontractor for work completed up to the date of termination;
- (c) the Subcontractor must deliver to the Contractor, all property, documentation, material or information provided by the Contractor;

- (d) terminate any Secondary subcontracts; and
- (e) the Subcontractor will have no other claim, including but not limited to any overhead, loss of profits, costs, expenses damages, losses or other liabilities arising as a consequence of the Contractor's termination.

39.3 Termination of this Contract will not affect or prejudice any rights or liabilities of the parties that accrued prior to termination.

40. **INSOLVENCY**

40.1 A party to this Agreement shall be deemed insolvent if:

- (a) a party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with this Contract;
- (b) execution is levied against a party by a creditor;
- (c) a party is an individual person or a partnership including an individual person, and if that person:
 - (i) commits an act of bankruptcy;
 - (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
 - (iii) is made bankrupt;
 - (iv) makes a proposal for a scheme of arrangement or a composition; or
 - (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part IV of the Bankruptcy Act 1966 (Cth); or
- (d) in relation to a party being a corporation:
 - (i) notice is given of a meeting of creditors with a view to the corporation entering a Deed of Company Arrangement;
 - (ii) the party enters a deed of company arrangement with creditors;
 - (iii) a controller or administrator is appointed;
 - (iv) an application is made to a court for the winding-up of the party;
 - (v) a winding-up order is made in respect of the party;
 - (vi) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up); or
 - (vii) a mortgagee of any property of the party takes possession of that property, then, where the other party is:
 - (A) the Contractor, the Contractor, may, without giving notice to show cause, exercise a right under clause 38.4 ; or
 - (B) the Subcontractor, the Subcontractor may, without giving a notice to show cause, exercise the right to suspend work under clause 23.

40.2 The rights given by this clause are in addition to any rights.

41. **MANAGEMENT SERVICES**

41.1 The Subcontractor must perform management services as follows:

- (a) establish and maintain such records and registers as may be reasonably necessary to effectively administer the Works;
- (b) attend fortnightly site meeting and monthly project meetings as required by the Contractor from time to time and ensure that together with a representative of the Subcontractor there shall attend representatives of such subcontractors as may be required by the Contractor to be in attendance at that meeting;
- (c) provide such monthly written reports to the Contractor's Representative as the Contractor's Representative may reasonably require; and

(d) keep the Contractor fully advised in relation to progress of the WUC.

42. DISPUTE RESOLUTION

- 42.1 If a dispute or difference arises out of or in relation to this Contract, the parties must continue to perform their obligations as required under this Contract unless the Contractor's Representative determines that the dispute involves a breach of this Contract which renders performance of the obligations of the respective parties impossible.
- 42.2 Where any dispute or difference arises hereunder or in any way in connection with this Contract or the Works or otherwise and whether or not this Contract has been determined, either party may give notice in writing adequately identifying and providing details of the dispute and shall deliver by hand or facsimile or registered post to the other of such dispute or difference.
- 42.3 A party served with a notice of dispute may give a written response to the notice to the other party and to the Contractor's Representative within fourteen (14) days of the receipt of the notice.
- 42.4 Within seven (7) days of service on the Contractor's Representative of a notice of dispute or within fourteen (14) days of the receipt by the Contractor's Representative of the written response, whichever is the earlier, the Contractor's Representative shall give each party a written decision on the dispute together with reasons for the decision.
- 42.5 If either party is dissatisfied with the decision of the Contractor's Representative or if the Contractor's Representative fails to give a written decision on the dispute within the time required under clause 42.4 the parties shall within fourteen (14) days of the date upon which the decision should have been given by the Contractor's Representative, confer at least once to attempt to resolve or agree on methods of resolving the dispute.
- 42.6 If a dispute cannot be resolved between the parties or the other party is not making reasonable efforts to resolve the dispute, upon seven (7) days written notice either party may refer the dispute to expert determination before an expert agreed between the parties. If parties cannot agree on an expert, the chairperson of the New South Wales Chapter of The Institute of Arbitrators Australia shall nominate the expert.
- 42.7 The Contractor and Subcontractor shall pay one half (1/2) of the expert's fees and expenses, each. The Contractor and Subcontractor shall bear its own costs in respect of any dispute or difference.
- 42.8 The expert must not act as an arbitrator and, as a condition of appointment; the expert must agree to issue a written decision within fourteen (14) days after the expert's appointment, unless the parties agree in writing to a longer period.
- 42.9 Any expert determination is to be conducted in accordance with the Rules for Expert Determination of Commercial Disputes of The Institute of Arbitrators & Mediators Australia. Any determination made by the expert will be binding on the parties.
- 42.10 The decision of the expert is not subject to review under this Contract. If any party disputes the decision of the expert it may begin any legal proceedings available to it.
- 42.11 If it is shown that a particular provision of this Contract is voidable, illegal or unenforceable, or if this Contract would be voidable, illegal or unenforceable unless a particular provision was removed, then that provision shall be and is hereby deemed to be removed from this Contract, without affecting the validity, legality and enforceability of the remainder of this Contract, which shall then be read and take effect as if that provision was not included.
- 42.12 The parties agree that any communications whether verbally or written specified as being "without prejudice" must not be revealed or used in any other proceedings except for the question of costs.

43. GOODS AND SERVICES TAX

- 43.1 The work under this Agreement is subject to GST.
- 43.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under the Contract are exclusive of GST.
- 43.3 The Subcontractor is the party liable to pay the proper amount of GST applicable to the Works.
- 43.4 A party will not be obliged to pay any amount in respect of GST to the other party unless and until a tax invoice that complies with the GST legislation has been issued in respect of that GST. Each party agrees to do all things, including providing invoices or other documentation, that may be necessary and desirable to:
- (a) Enable or assist the other party to claim input tax credits to the maximum extent possible; or
 - (b) Itself claim all input tax credits that might be available to it in order to reduce the amount recoverable from the other party under this Contract.
- 43.5 For the purposes of this Contract, GST means the tax payable on taxable supplies under the GST legislation which is referable to the A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax. Any terms defined in GST legislation will have the meaning given to them in GST legislation.

- 43.6 Except where provided under this Clause 42, the recipient will pay the amount referred to in clause 42 in addition to and at the same time that the consideration for the supply is to be provided under the Contract.
- 43.7 The supplier must deliver a tax invoice, or an adjustment note to the recipient before the supplier is entitled to payment of an amount under this Clause 42. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
- 43.8 If an adjustment event arises in respect of a taxable supply made by a supplier under the Contract, the amount payable by the recipient under this Clause 42 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- 43.9 Where a party is required under the Contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) The amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (b) If the payment or reimbursement is subject to GST, an amount equal to that GST.
44. **CHARGE OVER PERSONAL PROPERTY COLLATERAL OF THE SUBCONTRACTOR**
- 44.1 The Subcontractor as the beneficial owner states that it is absolutely entitled to grant this security interest and in consideration of the Contractor agreeing to enter into this Contract hereby charges in favour of the Contractor all his personal property present and future and wheresoever situated with the payment to the Contractor of all monies secured by this Contract. Such security interest shall be a non-circulating and specific security interest on all of the abovementioned personal property now or in the future belonging to the Subcontractor and a circulating security interest on all other assets and property of the Subcontractor.
- 44.2 The Subcontractor must not create any security interest ranking in priority or of equal rank to this Contract without first obtaining the Contractor's written consent. The Contractor must not before this circulating security interest becomes non-circulating create a security interest on any of his Personal Property.
- 44.3 In the event of the Subcontractor's default of this Contract, the Contractor may appoint a receiver and or manager of the Subcontractor as the case may be without derogating from its other rights under this Contract.
- 44.4 The Subcontractor irrevocably appoints the Contractor and any receiver or manager appointed by the Contractor to be the Subcontractor's joint and several attorneys to execute, sign and perform in his name and on his behalf all agreements, contracts, Instruments, acts and things whatsoever which the Subcontractor is required or reasonably expected to execute, sign and perform under the covenants contained in this Contract and generally to use the Subcontractor's name in the exercise of all or any of the powers conferred on the Contractor or any receiver or manager appointed by the Contractor as the case may be.
- 44.5 For the purposes of this paragraph:
- (a) Financing statement has the meaning given to it by the PPSA;
 - (b) Financing change statement has the meaning given to it by the PPSA;
 - (c) "Security agreement" means the security agreement under the PPSA created between the Subcontractor and the Contractor whether described as a security interest, charge or other expression herein and without limiting those other expressions; and
 - (d) "Security interest" has the meaning given to it by the PPSA and without limiting the meaning in the PPSA includes this document however described and when executed as a guarantee.
- 44.6 The Subcontractor agrees that the Subcontractor's execution of their respective parts of this Contract and the provisions set out herein constitute a security agreement for the purposes of the PPSA and create the security interest as set out in the respective executed document.
- 44.7 The Subcontractor shall indemnify or pay the Contractor at the Contractor's sole discretion for all expenses incurred or to be incurred in registering a financing statement or financing change statement in the PPSR or releasing any interest thereunder.
- 44.8 The Subcontractor shall not create or cause or set in chain to be created a financing statement or financing change statement in respect of a security interest without the prior written consent of the Contractor.
- 44.9 The Subcontractor shall not register, cause to be registered or do any action or execute anything which may enable the registration of a financing statement or a financing change statement in relation to the Personal Property Secured herein in favour of a third party without the prior written consent of the Contractor.

- 44.10 The Subcontractor shall immediately advise the Contractor of any material change in its business practices, corporate structure, financial structure and solvency which would otherwise jeopardise the security interests of the Contractor.
- 44.11 The Contractor and the Subcontractor agree that sections 96, 115 and 125 of the PPSA do not apply to the security interest created by the Contract.
- 44.12 The Subcontractor hereby waives his rights to receive notices under sections 95, 118, 121 (4), 130, 132 (3)(d) and 132 (4) of the PPSA.
- 44.13 The Subcontractor waives its, his, her and their rights as a grantor and or a debtor pursuant to sections 142 and 143 of the PPSA.
- 44.14 The parties agree that the Subcontractor is the debtor for the purposes of Section 275(6)(a) of the PPSA and that the parties will not disclose information of the kind mentioned in Section 275(1) of the PPSA. This clause constitutes a confidentiality agreement for the purpose of Section 275(6)(a) of the PPSA.

45. **CHARGE OVER REAL PROPERTY OF SUBCONTRACTOR**

- 45.1 To the extent that any monies remain outstanding between the Subcontractor and the Contractor, that indebtedness shall constitute a charge over any real property held by the Subcontractor and such charge may be registered by the Contractor as a charge and constitutes in the Contractor a caveatable interest. The Subcontractor shall neither raise complaint nor require the lapsing of a caveat or charge as the case may be where the Contractor registers such interest pursuant to this Contract. This chargeable interest accrues and is applicable under the *Real Property Act 1900* (NSW) and applicable interstate land registration statute and under the Common Law.

46. **NOTICES**

- 46.1 A notice (and other documents) shall be deemed to have been given and received if:
- (a) served personally on the Subcontractor or the Subcontractor's Representative at the address stated in Item 21 of Schedule 1 or on the Contractor or the Contractor's Representative as the case may be;
 - (b) sent by prepaid post addressed to the person to whom it is necessary or required to be given at the address appearing herein or at his last known place of abode or business three days after posting; or
 - (c) emailed directly to the Subcontractor or the Subcontractor's Representative's email address upon confirmation of correct transmission of email.

47. **DEBT COLLECTION COSTS**

- 47.1 The Subcontractor must pay to the Contractor any debt collection costs, including any legal fees on an Indemnity Basis and costs associated with recovering or attempted recovery of an amount under this Contract, including defence of such debt recovery claim.

48. **GOVERNING LAW**

- 48.1 The Law governing this Contract, its interpretation and construction is the law of New South Wales. The parties hereto submit to the jurisdiction of the Courts of that State and of any court in appeal there from.

49. **FORCE MAJEURE**

- 49.1 For the purposes of this Clause, "Force Majeure" means an act of foreign enemies, war, blockade or insurrection, act or terrorism, riot or civil disturbance, landslide, earthquake, flood, epidemic or any other serious, disruptive matter of similar character to the extent that any such events or circumstances did not arise directly or indirectly as a result of any act or omission of the Subcontractor.
- 49.2 Where an event of force majeure occurs, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.
- 49.3 As soon as the Contractor becomes aware that the reason for the suspension no longer exists, the Contractor shall direct the Subcontractor to recommence the work suspended as soon as reasonably practicable. The Subcontractor may recommence work suspended pursuant to this clause at any time after reasonable notice to the Contractor.
- 49.4 An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
- 49.5 The Subcontractor has no entitlement and the Contractor no liability for:
- 49.6 Any costs, losses, expenses, damages or the payment of any part of the Subcontract Sum during an event of force majeure; and

- (a) Any delay costs in any way incurred by the Subcontractor due to an event of force majeure.
- 49.7 Nothing in this clause shall restrict or otherwise modify the operation of Clauses 44 and 45 hereof.
50. **FURTHER ASSURANCE AND GOOD FAITH**
- 50.1 Each party must promptly at its own cost do all things (including but not limited to executing all documents) necessary or desirable to give full effect to this Contract.
- 50.2 Each Party must act in good faith, honestly and reasonably in the performance of its obligations under this Contract with the object of achieving the commercial efficacy intended under this Contract.
51. **NATURE OF THIS AGREEMENT**
- 51.1 The parties acknowledge that this Contract is signed, sealed and attested pursuant to section 38 of the Conveyancing Act 1919 (NSW) and is in solemn deed form.
52. **LEGAL COSTS**
- 52.1 Except as expressly stated otherwise in this Contract, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.
53. **COUNTERPARTS**
- 53.1 This Contract may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.
54. **GENERAL**
- 54.1 This Contract contains the entire understanding between the parties as to the subject matter contain in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are supersede by this document and have no effect.
- 54.2 The only valid forms of communication to be accepted in the interpretation of this Contract are the following:
- (a) The use of the selected software 'Procore'; and
- (b) Email Correspondence.
55. **WRITTEN NOTICE REQUIREMENTS**
- 55.1 Where the Subcontractor is required under this Contract to give written notice, the validity of such notice is contingent on the Subcontractor:
- (a) serving the Notice to the Contractor's nominated Address for Service of Notices in Item 21 of Schedule 1 to this Contract;
- (b) identifying the specific term under this Contract or under any Code of Practice or legislation to which it relates; and
- (c) providing sufficient facts, details, reasons, or calculations for the Contractor to verify and assess the notice.
56. **RECORDS AND ACCESS TO RECORDS**
- 56.1 The Subcontractor agrees:
- (a) to make, keep and provide within reasonable time when requested by the Contractor, Principal or agent of the Principal, any documents required by law or this Contract, including but not limited to accurate records of Works carried or to be carried out including any and all information required under the Contract, by statute, diary records of daily tasks, complete photographic records, Quality Assurance Plans, manning and equipment records, results of the examination and testing of any work or materials, cost to date records, costs to complete calculations, time records, all cost records relating in any way to delays, variations and day works, consultant reports, all necessary supporting documentation, invoices, records, related financial statements whether in writing or stored on any other medium; and

- (b) that it is not entitled to refuse inspection of any record other than on the basis that legal professional privilege attaches to said record.

56.2 The Subcontractor agrees to indemnify the Contractor for any loss or damage suffered as a result of a failure to keep or provide adequate information as stipulated under this Clause.

57. INTELLECTUAL PROPERTY RIGHTS

57.1 The Subcontractor agrees and acknowledges that:

- (a) intellectual property rights and property in the design documents hereby vest in the Principal, and the Principal has granted to the Contractor an irrevocable licence to use the design documents for WUC and the Works. Such vesting shall not extend to components of the design which have been developed by the Contractor for general use in the Contractor's work and have not been specially developed for incorporation in the design documents;
- (b) the Subcontractor shall do everything necessary to perfect such vesting and to ensure that the Contractor is not liable for infringement of Intellectual Property for work carried out by the Subcontractor;
- (c) the Subcontractor shall ensure that any Subcontract Documents, information or other documents provided to the Subcontractor by the Contractor are to be used, copied and supplied only for the purpose of the Work; and
- (d) if the Subcontractor uses any pre-existing intellectual property rights in carrying out the Work, the Subcontractor must procure for the Contractor's and Principal's benefit, free of all third party rights, a royalty free perpetual, non-exclusive, irrevocable, worldwide and transferrable licence in relation to such pre-existing intellectual property rights. This licence survives termination or expiry of this Contract.

58. CONFIDENTIAL INFORMATION

58.1 The Subcontractor warrants that it :

- (a) Only will use Confidential Information for the purposes of this Contract; and
- (b) will keep confidential, all Confidential Information, except where required by law to disclose any Confidential Information.

58.2 If the Contractor considers that the Subcontractor, or any person involved in the performance of the Subcontractor's obligations including but not limited to Secondary subcontractors is disclosing or has disclosed Confidential Information in breach of this Clause, the Contractor may at its own discretion, direct orally or in writing the Subcontractor to return and destroy any and all information, documents and materials inclusive of the Subcontract Documents which contain or are based upon Confidential Information.

58.3 Upon receipt of a direction under Clause 38.2 of this Contract, the Subcontractor at its own expense must immediately return to the Contractor all documents and materials containing or based upon Confidential Information inclusive of documents and materials provided to third parties.

59. ENVIRONMENT

59.1 The Subcontractor shall comply with:

- (a) All legislative requirements relating to the Environment; and
- (b) Policies, requirements, plans and procedures provided by the Principal and Contractor.

59.2 The **Subcontractor** warrants that it will use all reasonable care to ensure that there is nothing provided by it or in the construction plant used by it to construct the Works which would reasonably be expected to cause:

- (a) nuisance, death, injury or ill health; or
- (b) damage to property, Site or Environment.

60. **PLANS AND SPECIFICATIONS**

- 60.1 All plans and specifications for work to be done under this contract, including any variations to those plans and specifications, are taken to form part of this contract.
- 60.2 Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by or on behalf of each party to this contract.
- 60.3 This clause only applies to a contract to which section 7AA (Consumer information) of the Home Building Act 1989 applies.

61. **FORCE MAJEURE**

- 61.1 The parties agree that should an event of Force Majeure occur:
- (a) neither party is responsible for any failure to perform its obligations under this Contract if it is prevented from, or delayed in, performing those obligations by an event of Force Majeure; and
 - (b) the parties will have no entitlement to any costs, losses, damages or payment during the event of Force Majeure unless liability for said costs, losses, damages or payment arose prior to the event of Force Majeure.
- 61.2 Where there is an event of Force Majeure, the party prevented from, or delayed in, performing its obligations under this Contract must:
- (a) immediately give written notice to the other party by giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from, or delaying that party in, performing its obligations under the Contract; and
 - (b) use its reasonable efforts to mitigate the effect of the event of the Force Majeure upon the performance of its obligations under the Contract.
- 61.3 Where the event of Force Majeure lasts longer than ninety (90) calendar days, the Contractor may elect to terminate the Contract.
- 61.4 When the event of Force Majeure no longer exists, the affected party must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract. Where the affected party is the Subcontractor, the Subcontractor must provide to the Contractor a revised Subcontractor's Construction Program under Item 11.12 of Schedule 1 of the Contract.

EXECUTION PAGE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first herein before written.

Executed in accordance with Section 126 of the)
Corporations Act 2001 the authorised)
officer of the **Contractor**)
signed in the presence of:



.....

Authorised Agent



.....

Witness Signature

.....

Date

.....

Witness Name

[*If a company]

Executed in accordance with Section 127 of)
the Corporations Act 2001 the authorised)
Officers of the **Subcontractor** described at)
Item A of Schedule 1 of this Contract)
signed in the presence of:)



.....

Director

.....

Witness Signature

.....

Director/Secretary

.....

Witness Name



.....

Date

[*If an individual]

Executed by the Subcontractor described)
at Item A of Schedule 1 in the presence of)



.....

Subcontractor

.....

Witness Signature



.....

Witness Name

.....

Date

SUBCONTRACTOR INITIALS

SCHEDULE 1

| | |
|----|---|
| A. | SUBCONTRACTOR: [REDACTED] (ACN): [REDACTED] |
| B. | GUARANTOR(s): |
| 1 | [REDACTED] |
| 2 | |
| C. | CONTRACTOR: Eastern Pacific Design & Construct Pty Ltd |
| 1 | COMMENCEMENT DATE: As per PM's Programme |
| 2 | DATE FOR COMPLETION OF STAGES AND PRACTICAL COMPLETION: As per PM's Programme |
| 3 | LIQUIDATED DAMAGES: \$8000 per calendar day. Please refer to Annexure C as to calculation of genuine estimate. |
| 4 | REFERENCE DATE: The completion of a stage of the Contractor's Construction Program; or Completion of the Project in accordance with Item 2 above, whichever is the earlier and subject to Clause 14 of this Contract; or The 25 th day of each month. |
| 5 | SCOPE OF WORKS: See Annexure "A" – Scope of Works Including but not limited to Scope of Works attached to this Contract or Annexure A . |
| 6 | SUB-CONTRACT SUM \$240,430 +GST as per attached Pricing Schedule detailed in Annexure B |
| 7 | RETENTION 10% of the claimed amount until 5% of the adjustment Contract value is reached |
| 8 | GST The Contract Sum includes GST, levies and any other government taxes. The Contractor shall be responsible for all payments in force at the date of this Contract or subsequently prevailing. |
| 9 | SITE ALLOWANCE If at any time a site, project, productivity or any other allowance is paid, then all costs associated are deemed to be included by the Contractor. No variations to the Contract Sum are applicable for allowance whatsoever. |
| 10 | DEFECT LIABILITY PERIOD 104 weeks following Practical Completion |
| 11 | DOCUMENTS FORMING PART OF AGREEMENT The Contract Documents shall include, but are not limited to the following: <div style="margin-left: 20px;"> 11.1 Design and Construct Deed 11.2 Scope of Works 11.3 Pricing Schedule 11.4 Safe Work Method Statement 11.5 Safety Induction Statement & Register 11.6 Progress Claim or invoice including Statutory Declaration 11.7 Certificate of Release 11.8 Break-Up of Costs 11.9 Contractor License 11.10 Public Liability Insurance Certificate 11.11 Workers Compensation Insurance Certificate 11.12 Personal Sickness & Accident Insurance Certificate (if applicable) 11.13 Contractor's Construction Program 11.14 Pro forma statutory declaration 11.15 Drawings and specifications 11.16 DA Condition and subsequent s 96 and s 455 approval 11.17 Subcontractor's Construction Program 11.18 Subcontract Program </div> |
| 12 | SITE (address): 27-35 Punchbowl Rd, Belfield |

| | |
|----|---|
| 13 | INSURANCE Public & Products Liability \$20,000,000 – Policy No: NFIA 010115 LIA / PI Professional Indemnity \$10,000,000 – Policy No: NFIA 010115 LIA/PI Workers Compensation \$444,446.74 – Policy No: 110371001 |
| 14 | DATE FOR POSSESSION: As per PM's Programme |
| 15 | GUARANTEE AND INDEMNITY As per Annexure E |
| 16 | CONTRACT PROGRAM As per Annexure D |
| 17 | CONTRACTOR'S REPRESENTATIVE Mr. Syed Azizi |
| 18 | SUBCONTRACTOR'S REPRESENTATIVE Mr. [REDACTED] |
| 19 | WARRANTIES As per Annexure F |
| 20 | SECURITY Deposit Bond in the sum of \$ Cash Deposit in the sum of \$ |
| 21 | Intended Purpose Execute the Wet Fire Service Package as required |
| 22 | Structural Warranty Period: 10 years from the date of Practical Completion. |
| 23 | Non-Structural Warranty Period: 3 years from the date of Practical Completion. |
| 24 | ADDRESSES FOR SERVICES OF NOTICES: Site Address: 27-35 Punchbowl Rd, Belfield CONTRACTOR'S REPRESENTATIVE: Mr. Syed Azizi Address: Level 3, Suite 3.01, 14-16 Lexington Dr, Bella Vista NSW Ph: (02) 8854 6000 Fax: N/A Email: accounts@easternpacific.com.au Mobile: 0423 078 500 SUBCONTRACTOR'S REPRESENTATIVE: Mr. [REDACTED] Address: [REDACTED] Ph: [REDACTED] Fax: Email: [REDACTED] Mobile: [REDACTED] |
| 25 | Bonus for early practical completion (a) Rate: \$ _____ per day (b) Limit: \$ _____ |
| 26 | Construction Software to be used by Subcontractor: Procore |

27 Order of Precedents of Subcontract Documents:

1. Schedule 1 to the Subcontract Agreement;
2. Scope of Works to the Subcontract Agreement;
3. The Subcontract Agreement;
4. The Subcontract terms annexed to the Subcontract Agreement (including all parts, annexures and schedules); and
5. All other documents referred to as the Subcontract Documents.

ANNEXURE A
SCOPE OF WORKS

Scope of Work

Wet Fire Services

27-35 Punchbowl Rd, Belfield

1.0 Project Generally

The following specific items are deemed to be included in the Subcontractor's price together with all consequential and incidental work that may or may not become necessary though not specific or shown in detail:

- (a) Provision of all supervision, labour, materials, plant and equipment to undertake the Subcontract Works as defined hereunder and in accordance with the tender documentation.
- (b) All Subcontract Works is to comply with the requirements of Council, relevant Authorities, Australian Standards, the Building Code of Australia (**BCA**) and the National Construction Code (**NCC**).
- (c) Any **Bill of Quantities** provided is NOT a contract document and is for pricing assistance only. The Subcontractor must refer to the specifications, Scopes of Work and drawings for the full details and extent of work required.

Nothing in this Scope of Work should be read to limit or restrict any obligation on the Subcontractor. Insofar as the Conditions of Subcontract and this Scope of Work contain notification and procedural requirements, in the event of any inconsistency in respect of those requirements then the **Conditions of Subcontract** take precedence. The proforma Conditions of Subcontract including the associated Schedules has been issued as a pdf file with the tender documents.

2.0 Project Specific

The following scope of works are specific to this project, are included in the Subcontractors agreed price and will be undertaken by the Subcontractor in accordance with the requirements outlined in 'Section 1.0 Project Generally':

- 2.0.1 The proposed development is known as The Mason located at 27-35 Punchbowl Road, Belfield.
- 2.0.2 The Subcontractor is to supply all of their personnel with the following **PPE** which is to be worn by all personnel at all times whilst on site:
 - a) Hi-visibility clothing or vest
 - b) Hard hats.
 - c) Safety boots
 - d) Hearing protection (to be kept on person and used if / when required)
 - e) Safety Gloves
- 2.0.3 The Subcontractor shall provide full time on **site supervision** for the duration of their works.
- 2.0.4 The Subcontractor is to ensure that all works carried out are to comply with council requirements for all aspects of their work including dust control, noise, traffic management plans, working hours and the like. Works are to comply with Notice of Determination Approval **DA2016/017 & Project specific CTMP**.

- 2.0.5 The Subcontractor is to regularly **remove rubbish** from work areas in bins / trolleys provided by the Contractor and emptied into waste bins (provided by Builder) located at street level or basement or other assigned level. The Subcontractor agrees for the Builder to deduct from the Subcontract Amount at a rate of \$600 excluding GST per occurrence(s) per day per person where the Builder is required remove rubbish from work areas where bins/trolleys have been left by the Contractor. Site cleanliness is a fundamental part of the Subcontract Works and the Builder may make deduction from the Subcontract Amount without notice to the Subcontractor for failing to observed direction to clean up.
- 2.0.6 The Subcontractor shall be responsible for the **protection of their work** and work areas until the day of Practical Completion or until advised otherwise by the Builder.
- 2.0.7 The Subcontractor shall supply and install all **temporary barriers**, handrails, task lighting, warning signs as required or as necessary for the protection of site personnel, site visitors and the subcontract works.
- 2.0.8 The Subcontractor shall only stockpile materials in areas designated by the Builder. **Minimal storage space** is available on site and all storage areas must be approved and agreed by the Builder prior to commencement.
- 2.0.9 The Subcontractor to **dewater** all their works areas following any wet weather.
- 2.0.10 The Subcontractor agrees to the **Builder's program and methodology** requirements. The Subcontractor is expected to make all reasonable efforts and attempts to meet the agreed program regardless. The Builder will not accept any delay cost or variations due to the effect of inclement weather.
- 2.0.11 The Subcontractor shall complete their subcontract works **out of sequence** if required by the Builder.
- 2.0.12 The Subcontractor shall **coordinate with all other** Subcontractors engaged on site during the course of their work.
- 2.0.13 If the Subcontractor's plant or equipment is discovered **untagged** or unserviceable, or the Subcontractor fails to produce testing & maintenance records, the Subcontractor shall immediately remove it from the workplace and rectify the fault. Should the Subcontractor fail to take such action the Builder may remove the item and may carry out tagging or testing on behalf of the Subcontractor. The costs of such action will be a debt due to the Builder.
- 2.0.14 The Subcontractor is responsible for the reticulation of power from the temporary boards provided by the Builder to their workspace. The Builder will provide **temporary boards** to the site.
- 2.0.15 It is the Subcontractor's responsibility to ensure that all persons employed in connection with the execution of the Subcontract Works are working off the **most current drawings** and Subcontract documents. The Builder will maintain a document register on site.
- 2.0.16 During the structure phase of the building, the Builder will be providing a centrally located **tower crane & man, materials hoist (to blocks A & B only)** on site. The Builder's site manager will coordinate all aspects of the cranes and hoists. Subcontractors are to coordinate with the site manager to gain use of the cranes and hoists.

When utilizing the crane and/or hoist it is the responsibility of the Subcontractor to:

- a) Ensure any item being lifted is suitably packed for safe lifting. Failure to comply will result in the Builder turning delivery vehicles away without being unloaded at the cost of the Subcontractor. In the event the Subcontractor's employee are engaged in making safe the items to be craned or hoisted, the Subcontractor will be charged the rate of \$70.00 per hour per employee.
- b) Coordinate all rigging layouts or lifting requirements with the Builder well prior to delivery.

- c) Collect and take control of all deliveries. The Subcontractor must provide a representative to take all deliveries. All deliveries are to be coordinated to enable direct installation and minimise on site storage. Any goods that arrive at site that are not collected by the Subcontractor may be sent away at the cost of the Subcontractor.
 - d) Unload all goods (including the provision of suitable plant or manpower), positioning and stacking.
 - e) Leave roads and footpaths clean and unobstructed and safe to the public; and
 - f) Wash down vehicles when leaving the project.
 - g) Apart from these provisions, the Subcontractor is fully responsible for providing **all horizontal and vertical material, plant and equipment handling** for his work.
- 2.0.17 The hours for deliveries are between **0700 and 1700 Monday to Friday and 0800 to 1300 Saturday**. Deliveries outside of these hours will be by prior approval only. Any costs incurred by the Builder for out of hours deliveries will be borne by the Subcontractor.
- 2.0.18 Should the Subcontractor fail to develop their Project Specific **Safety Plan** and/or Safe Work Method Statement(s) (**SWMS**) to the required standards, or delay their development affecting the commencement of their works, the Builder will provide 24-hours notice to complete the plan to the required standards. If the Subcontractor fails to complete them within the notice period, the Builder may arrange an external consultant (with consultation with the Subcontractor) to complete them. The costs of the external consultant will be a debt due to the Builder.
- 2.0.19 The Subcontractor shall provide their **own storage** on site. The Builder prior to commencement on site must approve all storage space on site. The Builder takes no responsibility for any goods or materials stored on site by the Subcontractor.
- 2.0.20 The Subcontractor is responsible for the complete **measurement and set out** of all their works. The Builder will provide 3 gridlines north south, 3 gridlines east west and 2 datum points per floor only.
- 2.0.21 The Subcontractor to complete a full and complete **inspection** of the site prior to commencing work. The Subcontractor must inform the Builder in writing of any concerns they may have regarding the existing building elements/fabric. Once work has commenced the Subcontractor is deemed to have accepted the existing building elements as suitable and ready for commencement of works. No claims for existing site conditions will be accepted by the Builder.
- 2.0.22 The Subcontractor shall **confirm the correctness** of all elements and substrates prior to commencement of work and notify the Builder of any discrepancies found in any of the drawings, specification or any of the tender documents
- 2.0.23 In the event that the Subcontractor provides **scaffold** to a nominated scope, any alterations of general scaffold works, which fall outside of the scaffolders' subcontracted Scope of Work, shall be borne by the individual Subcontractor. The Subcontractor must notify the Builder of the alteration required and under no circumstances will any unauthorised personnel remove or adjust the scaffold. Where there is no reference to scaffold being provided by the Subcontractor then the Subcontractor is deemed to have included the supply, erection, rental, alteration and removal of scaffold or access equipment required to complete their Subcontract Work
- 2.0.24 No **parking** will be permitted on site
- 2.0.25 Unless otherwise noted elsewhere in this Scope of Work the Contractor will provide the following free of charge to the Subcontractor:
- a. General access/safety lighting
 - b. Connected power distribution boards within 30 meters of work area and/or building footprint (single phase only)
 - c. Water tap-ins
 - d. Mess, change and toilet amenities

3.0 Work Done by Others

Other Subcontractors will undertake the following works:

- 3.0.1 Hydraulic Services
- 3.0.2 Electrical Services
- 3.0.3 Mechanical Services

4.0 Trade Specific

The Subcontractor is to provide all labour, materials, plant and equipment for the complete design, supply, install, commission, warrant and certify all **wet fire services** as per the project drawings, specifications and all other documentation provided. The Subcontractor accepts that any and all materials and labour required for the full and complete installation of all items relating to their trade are to be supplied and installed by the Subcontractor.

This project is to be conducted under a **design & construct head contract** and as such the Subcontractor is responsible for the design suitability of their installation and is to ensure the finished product functions as intended and is fit for purpose. The Subcontractor is to take sole responsibility for the design, system design detailing, shop drawings, material installation, protection, warranties, and certification.

The scope of works includes all labour, materials, plant and equipment necessary to execute the design finalization, construction & certification, testing & commissioning, and warranting of all wet fire services and associated works as per the subcontract documents with the following points. The work shall be coordinated with all Architectural, Structural elements and other services during the construction stage.

4.0.1 The Subcontractors Fixed Lump Sum Price for Sprinkler Services is based on but not limited to the following:

1. Supply, design and install all wet fire services to comply with all the relevant standards.
2. Supply all shop drawings for all the wet fire services works.
3. Subcontractor to provide a Revit model as part of the design.
4. Certify the design prior, during, and upon completion of site works.
5. Allow for all Materials, Equipment, Sufficient Manpower, Machinery, Testing Equipment and sign offs as required to comply with all relevant standards.
6. Allow for all coordination required to complete the works including working in with other trades and services contractors.
7. The subcontractor must meet the requirements of the programme for the project.
8. The subcontractor to install an AS2118.1-2017 automatic fire sprinkler system throughout the carpark area of Buildings A through F.
 - a. Fast response sprinkler heads (68 °C operating temperature) shall be used where the sprinkler Response Time Index (RTI) is to be no more than $50(m*s)^{1/2}$
9. Include all fire sprinkler block plans at main entries of each building next to the fire detection panel as per the drawings and the relevant standards.
 - a. Fire sprinkler control valve rooms shall be clearly highlighted in all block plans as per the drawings and documents provided.
10. All statutory and regulatory signage and block plans as per the drawings and the relevant standards
11. The lobby area, Retail 1 and Commercial 1 tenancies in Block A shall be sprinkler protected. The sprinkler system shall be designed and installed to comply with the sprinkler spacings, assumed area of operation, discharge flow & pressure requirements and water supply duration as detailed in AS2118.1-2017;

- a. Fast response sprinkler heads (68°C operating temperature) shall be used where the sprinkler Response Time Index (RTI) is to be no more than $50(m*s)^{1/2}$
- 12. Supply, install, certify and commission sprinkler booster pump and jacking pump set and all associated pipework and items of equipment as required.
- 13. Allow for all connections to the mains.
- 14. All associated fees, permits, costs, and charges for the relevant works.
- 15. The subcontractor to include maintenance of the complete works in accordance with the relevant standards for nominated Fire Services including first twelve months maintenance and testing.
- 16. Supply and install the following:
 - a. Piping systems associated with the works
 - b. All Controls
 - c. Water motor alarm gong
 - d. Alarm valve
 - e. Waste & Test valve
 - f. Installation pressure gauge
- 17. Provide noise and vibration control as required
- 18. Provide spares cabinet, complete with sufficient spare sprinklers as per AS2118.1 and spare sprinkler spanner.
 - a. Provision of spare sprinkler heads and spanner, in a sheet metal enclosure and fixed on the wall alongside the fire alarm valve sets.
- 19. Supply and install sprinkler guards to low sprinkler heads especially under ductwork.
- 20. Include painting, identification and labelling of the plant, equipment, piping systems, services and control systems associated with the above systems as required. Paint all exposed pipework oil-based fire red on completion.
- 21. Testing and Commissioning
- 22. Allow to connect trip wiring to the fire sprinkler valve. Running of the trip wiring by others.
- 23. Supply and install all pipework associated with the annubar flow test line and waste and test drain. (run drains to stormwater system.)
- 24. Provision of as-built drawings and maintenance manuals.
- 25. Provide monthly testing of new sprinkler installation to comply with Code and Council requirements for a period of 24 months.
- 26. All necessary maintenance and alarm testing equipment for the fire sprinkler system
- 27. Prepare computer aided calculations of the sprinkler system and obtain Fire Brigade approval of the complete installation. (i.e. Hyena software).
- 28. Supply and install sprinkler control valve assemblies.
- 29. Sprinkler main pipe supplied to all areas with monitored isolating valves as required by the relevant standard.
- 30. Supply and install monitored gate and isolation valves where required in accordance with the relevant standard.

31. Supply and install flow switches and associated solenoid valves to all main sprinkler pipe supplies, as required.
32. All Sprinkler heads as required to provide adequate coverage.
33. Maintain required head heights and clearances.
34. Incoming town mains supply and sprinkler fire brigade booster connection shall be provided by the hydraulic Contractor terminating with table 'E' flange at the sprinkler pump location. All works from the flange is in the Subcontractors works.
35. Services shall be handed over completed, tested, approved and fully operative.
36. The Subcontractor to ensure that the sprinkler system as designed and installed shall allow to achieve ordinary hazard II classification and shall ensure there is sufficient coverage, which shall include but not limited to:
 - a. The provision of sprinklers under mechanical ducts
 - b. The provision of sprinklers under the driveway ramps
37. The Subcontractor to allow for all coordination works with interface services Subcontractors and all other trades to ensure that the design coverage is achieved. Special coordination works are required to ensure that sprinkler services are located beneath mechanical ducts.
38. The Subcontract to supply and install the sprinkler control assembly, which includes but not limited to the following:
 - a. Stop valves and testing valves
 - b. Pressure and flow switches
 - c. Fast response sprinkler heads with activation temperatures no greater than 68 °c, and a response time index (RTI) not greater than 50(ms) ¹/₂ and spare heads
 - d. Motorized alarm bell and gong
39. The services installations shall be complete with equipment necessary for their satisfactory operation, control, maintenance and safety under normal conditions of service, and shall comply in every respect with the regulations and by-laws of Authorities having jurisdiction over the work including but not limited to, the latest requirements of the following, as applicable:
 - a. Sydney Water
 - b. Work Cover Authority
 - c. Environmental Protection Authority
 - d. Australian Competition and Consumer Commission
 - e. Building Code of Australia
 - f. New South Wales Fire Brigade
 - g. Insurance Council
 - h. And any other authority having jurisdiction over the works
40. Subcontractor to obtain and complete notices required by the Authorities as necessary and pay fees in connection therewith. Submit for approval all necessary drawings and obtain consents required to permit execution of the works.
41. Allow for all connections, joints, welds etc. as required for the work.

42. The subcontractor is to provide supervision for the project.
43. Allow for all types of sprinkler heads, piping, copper, fitting etc. as required for the project.
44. Allow to cover the head to avoid any misuse or damage that may be caused.
45. The subcontractor should avoid installed pendants within storage cages, where there is no alternative the subcontractor should provide the appropriate signage to the cage to avoid obstructing the pendant.
46. Allow for all penetrations, holes, drilling, coring, cutting etc. as required to complete the works.
47. Allow for the design, fit off, testing and commissioning of all fire services as required.
48. Supply and install all wet fire/sprinkler related items as listed in the Fire Engineering Report.
49. Provide all monthly inspection certifications for the design consultant and client-side project manager during construction to confirm the works are in accordance with provisional designs or complaint with the relevant codes and standards.
50. Supply and install all test drains, valves and enclosures located in the fire sprinkler valve pump room.
51. All testing and reports, pressure flows enquiries are to be carried out by the subcontractor.
52. The subcontractor is to provide all pumps where required for the sprinkler system. Provide maintenance manuals and warranty documentation for the strata manager. 12-month warranty is to commence from the date of the occupation certificate.
53. All pipe locations are to be approved by the Project Manager, they must also be painted Red or as requested by the PM.
54. The subcontractor is to provide shop drawings within 2 weeks of contract award.
55. Allow to make good and finish any penetrations including fire blocking and filling.

4.0.2 Optional Pricing-

1. Provide optional pricing for a fire shutter between Basement Level 2 and Basement Level 1 in buildings E & F and between Basement Level 1 and Lower Ground in buildings A, B, C, and D.
 2. Supply and install fire extinguishers for practical completion and to allow for all labour and signage.
 - a. Maintenance tags stamped at time of occupation certificate.
- 4.0.3 The Subcontractor acknowledges that it has had access available to the Site during the tender stage to understand all local **conditions, risks and restrictions** pertaining to the Site, the existing improvements (if any) and performing the Subcontract Works and has made all allowances for any associated costs regarding same within the Subcontract Sum.
- 4.0.4 The Subcontract Works include the requirement on the Subcontractor to inspect and confirm the existence and location of any **in-ground** or in slab services affecting the Subcontract Works prior to commencement of work and advise the Subcontractor accordingly.
- 4.0.5 The Subcontract Sum allows for all sundry works detailed on the drawings and/or incidental works not specifically mentioned/designed/indicated but **required to complete** the Subcontract Works.

- 4.0.6 The Subcontractor will not do or authorise to be done any work, which has an adverse cost implication for the Principal or the Subcontractor, without **first obtaining prior written approval** from the Subcontractor's Authorised Representative(s).
- 4.0.7 All **Variation Claims** are to be submitted with full supporting labour and material breakdown details, the provision of which are a pre-condition to the making of a Variation Claim. No variation will be assessed until such details are received. Notification in writing of intent to claim a variation and all costs are to be submitted in accordance with the Subcontract requirements
- 4.0.8 The complete **survey and set out** of all works is by the Subcontractor. The Subcontractor must visit site prior to commencement of works to inspect and site measure.
- 4.0.9 The Subcontractor is to inform the Builder in writing prior to commencing manufacture and/or installation of any item where they believe the design of this **item does not comply with the Building Code** of Australia. Failure to inform the Builder of the aforementioned will render the Subcontractor liable for all rectification/remedial works carried out that do not comply to the BCA.
- 4.0.10 **As built drawings and manuals** are to be issued upon Practical Completion in accordance with the project documentation
- 4.0.11 Submission of all relevant calculations, test results and, **certification** as required for the complete installation. Ensure the proposed systems meet the design requirements of the documentation.
- 4.0.12 The Subcontractor must provide **warranties** in accordance with any requirements of the Subcontract including the Specifications and/or Drawings, and also the requirements of the Head Contract. The Subcontractor shall procure and submit all warranties for materials and workmanship within the time specified in the Subcontract and if no time is specified then prior to release of any security or retention and the procurement and submission of such warranties will be a pre-condition to the release of any security or retention.
- 4.0.13 The Subcontractor is to adhere to the **Eastern Pacific's Project Environmental Management Plan** and the fundamentals of ISO 14001, The Subcontractor must specify details of their methods of waste management and recycling in conjunction with the EMP and provide monthly document records to the Builder and quantify the items as required. Furthermore, as part of the EMP, the Subcontractor is required to identify and list out all materials used as part of the temporary and permanent Subcontract works.
- 4.0.14 The Subcontractor has considered all safety requirements with respect to the scope, site, overhead working, falling objects, working at heights and **Eastern Pacific Safety plan** and requirements.
- 4.0.15 The Subcontractor is to comply with **Eastern Pacific Site Specific Quality Assurance Plan** for the Subcontract Works and shall work to the requirements of ISO 9001. Prior to the intended start date of the Subcontract Works on Site, The subcontractor shall made provision which includes but not limited to:
- a. Inspection and Test Plans (ITPs);
 - b. Installation Completion Sign-off Forms;
 - c. Subcontractor's Defects Inspection Forms;
 - d. Subcontractor's Defects Rectification Completion Sign-off Forms (ready for Builder's Inspection, followed by Architect Inspection and or Principal's Inspection).

4.1 Tender Price Breakdown (shown in Annexure B)

4.2 Optional Pricing

| Item No | Description of Work | Quantity | Amount (Excl'd GST) |
|---------|---|----------|------------------------|
| 1 | Supply & Install fire shutters to isolate all car park levels | | |
| 2 | Supply & install Fire Extinguishers | | |

4.3 Schedule of Rates

The tenderer shall submit the following unit price for decreasing as well as increasing the net quantities. Each price shall include all cost, overheads and profits in connection therein. Each price shall also include site allowance (if applicable) and all necessary plant, equipment and tools of trade to carry out the work.

| Description of Work | Quantity | Amount (Excl'd GST) |
|---------------------|----------|------------------------|
| | | |
| | | |

4.4 Labour Rates

1. Day labour rates shall include for all cost, overheads and profits in connection herewith. This rate shall make allowance for all necessary plant and equipment required for the works.
2. Day labour shall only commence if Eastern Pacific has issued an instruction in writing.
3. All Subcontractors on site must complete any directed day works dockets with the following information.
 - Names(s) of personnel carrying out the works
 - Starting and finishing time of work carried out.
 - Description of work performed
 - Copy of any directions must accompany the day docket

- Docket must be signed end of the day when works has been carried out and submitted to office the following day. Failure to comply with this time period will result in non-payment of the works.
 - Costing of the day docket must be forwarded within 21 days. Failure to comply with this time period will result in the claim for day works being time barred, thus rejected.
4. Tenderer shall insert day labour rate for anticipated trade they will have on site and shall state the rate for anticipated plant and equipment they will have on site.

| Labour | Hr. | \$ |
|--------|-----|----|
| | | |

5.0 Tender Document – Transmittal (Annexure H)

ANNEXURE B

PRICING SCHEDULE & BREAK-UP OF COSTS

Lump Sum Amount

[REDACTED]

| | | | | |
|--|---|------|------|----------|
| TENDER EVALUATION | Total Units: 122 | | | |
| | Wet Fire (Sprinkl) Date: 1/06/2020 | | | |
| Company: | | | | |
| Contact Name: | | | | |
| Phone Number : | | | | |
| Email Address: | | | | |
| Quote Number: | | | | |
| Scope of Works | QTY | UOM | Rate | Total |
| General Note | | | | |
| | | | | |
| Basement 2 Sprinklers | 3809.05 | M2 | | |
| | | | | |
| Basement 1 Sprinklers | 3750.4 | M2 | | |
| | | | | |
| Lower Ground Floor (Basement) Sprinklers | 2143.08 | M2 | | |
| | | | | |
| Block A Ground Floor Retail 1, Lobby & Commercial 1 Sprinklers | 249.19 | M2 | | |
| | | | | |
| TOTAL M2 | 9951.72 | M2 | | |
| | | | | |
| Design, Supply, Construction, Commissioning & Certification | 1 | Item | | |
| | | | | |
| BIM Modelling | 1 | Item | | |
| | | | | |
| Shop Drawings | 1 | Item | | Included |
| | | | | |
| Supply and Installation of 2x Sprinklers Pumps | 1 | Item | | |
| | | | | |
| Sprinkler Control Valve Set | 1 | Item | | Included |
| | | | | |
| Remote Test Flow Switch | 1 | Item | | Included |
| | | | | |
| Jacking Pump | 1 | Item | | Included |
| | | | | |
| Sprinkler Connection to Lift Shaft Base | 1 | Item | | Included |
| | | | | |
| Fast Resposne Sprinkler Heads | 1 | Item | | Included |
| | | | | |
| Sprinkler Guards, Protection & Heat Collector Plate | 1 | Item | | Included |
| | | | | |
| Paiting to Pipes (in red) | 1 | Item | | Included |
| .. | | | | |
| All Core Holes Through Walls & Slab | 1 | Item | | Included |
| | | | | |
| Aluminium Etched Block Plan | 1 | Item | | Included |
| | | | | |
| Testing & Commissioning | 1 | Item | | Included |
| | | | | |
| Completion Certificate | 1 | Item | | Included |
| | | | | |
| Coordination with Other Trades | 1 | Item | | Included |
| | | | | |
| DLP 24 Months | 1 | Item | | |
| | | | | |
| Monthly Tests | 1 | Item | | Included |
| | | | | |

| | | | | |
|--|-------|------|--|----------|
| Geine Lifter & Scissor Lift (up to 4m) | 1 | Item | | Included |
| | | | | |
| Additional Notes | Notes | | | |
| | | | | |
| Subcontractor's Tendered Price | | | | |
| PRE-AGREED VARIATIONS | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |
| VARIATION IDENTIFIED - NOT INCLUDED | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TRADE CONDITIONS | | | | |
| Payment term | | | | 45 days |
| Retention (Cash/BGs) | | | | Yes |
| Defect Liability period | | | | Yes |
| Liquidated Damage | | | | Yes |
| Workers Compensation Insurance | | | | Yes |
| Public Liability Insurance | | | | Yes |
| | | | | |
| ADJUSTED TENDER SUM GST Excluded: | | | | |

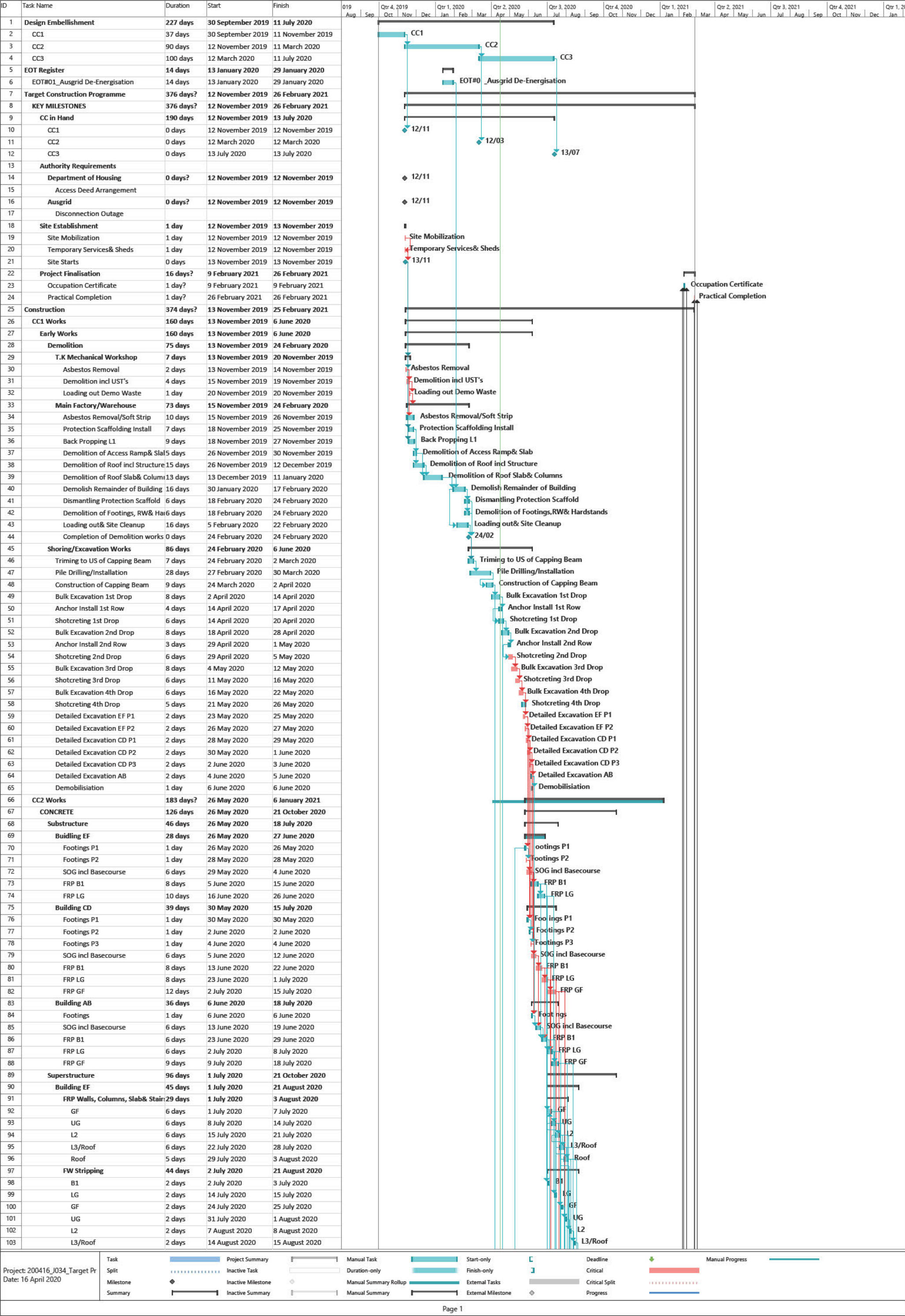
ANNEXURE C

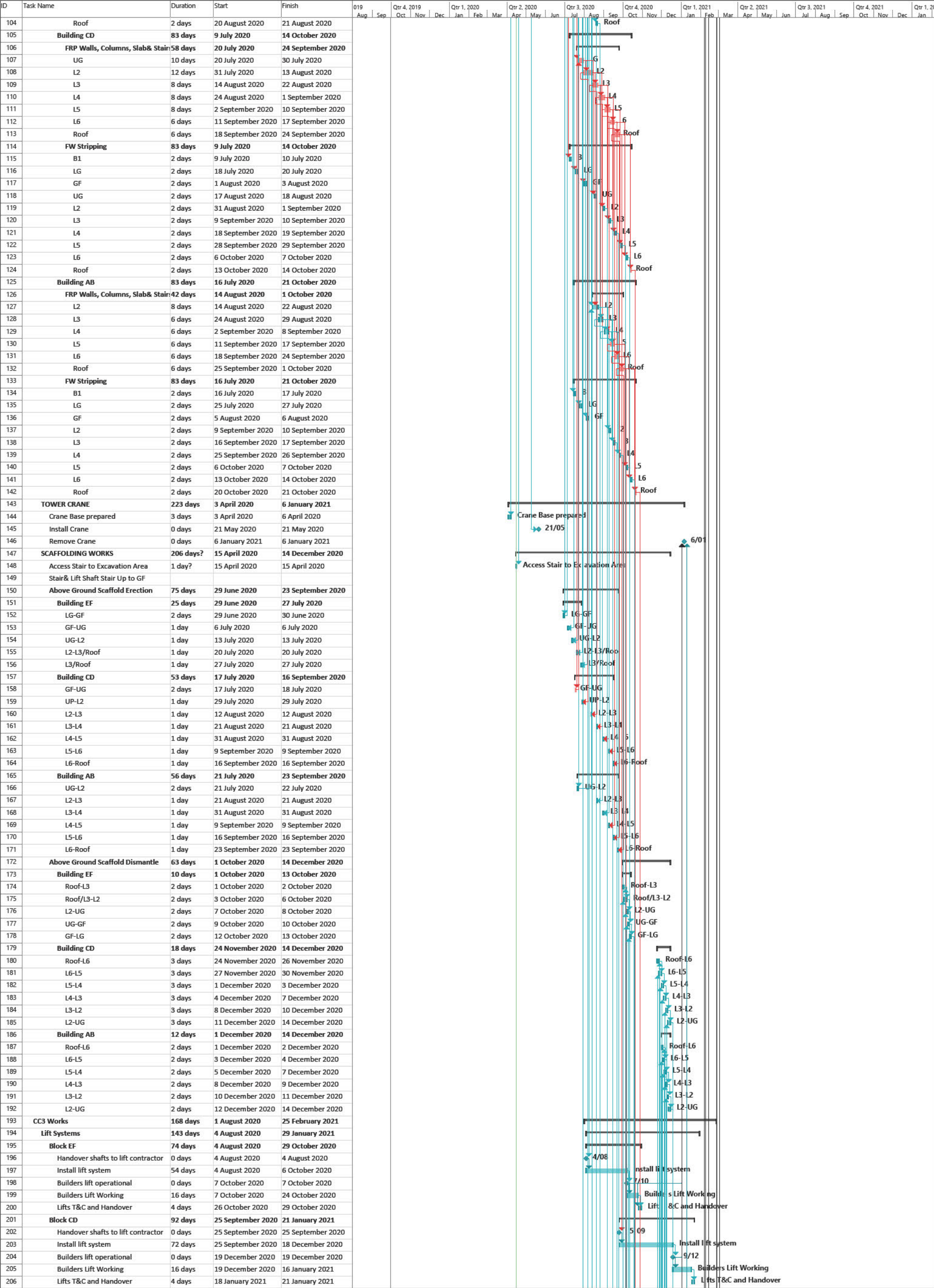
CLAUSE 9

LIQUIDATED DAMAGES - MATTERS AND RATES TO BE TAKEN INTO CONSIDERATION

\$[REDACTED] per day

ANNEXURE D
PROJECT TIMELINE / SCHEDULE





| ID | Task Name | Duration | Start | Finish | 019 Aug Sep | Qtr 4, 2019 Oct Nov Dec | Qtr 1, 2020 Jan Feb Mar | Qtr 2, 2020 Apr May Jun | Qtr 3, 2020 Jul Aug Sep | Qtr 4, 2020 Oct Nov Dec | Qtr 1, 2021 Jan Feb Mar | Qtr 2, 2021 Apr May Jun | Qtr 3, 2021 Jul Aug Sep | Qtr 4, 2021 Oct Nov Dec | Qtr 1, 2022 Jan Feb Mar |
|-----|-----------------------------------|----------|-------------------|-------------------|------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 207 | Block AB | 92 days | 2 October 2020 | 29 January 2021 | | | | | | | | | | | |
| 208 | Handover shaft to lift contractor | 0 days | 2 October 2020 | 2 October 2020 | | | | | | | | | | | |
| 209 | Install lift system | 72 days | 2 October 2020 | 5 January 2021 | | | | | | | | | | | |
| 210 | Builders lift operational | 0 days | 6 January 2021 | 6 January 2021 | | | | | | | | | | | |
| 211 | Builders Lift Working | 16 days | 6 January 2021 | 23 January 2021 | | | | | | | | | | | |
| 212 | Lifts T&C and Handover | 4 days | 25 January 2021 | 29 January 2021 | | | | | | | | | | | |
| 213 | External Wall/Facades | 103 days | 1 August 2020 | 30 November 2020 | | | | | | | | | | | |
| 214 | Block EF | 52 days | 1 August 2020 | 30 September 2020 | | | | | | | | | | | |
| 215 | LG | 29 days | 1 August 2020 | 3 September 2020 | | | | | | | | | | | |
| 216 | WP External Set Downs | 3 days | 1 August 2020 | 4 August 2020 | | | | | | | | | | | |
| 217 | External Frame/Sarking | 4 days | 5 August 2020 | 8 August 2020 | | | | | | | | | | | |
| 218 | Window Install | 4 days | 10 August 2020 | 13 August 2020 | | | | | | | | | | | |
| 219 | Prep works for Bal&Louvre | 4 days | 11 August 2020 | 14 August 2020 | | | | | | | | | | | |
| 220 | Patch&Painting | 8 days | 15 August 2020 | 24 August 2020 | | | | | | | | | | | |
| 221 | Balustrade&Louvre | 6 days | 25 August 2020 | 31 August 2020 | | | | | | | | | | | |
| 222 | External Cleaning&Final Touch P | 6 days | 28 August 2020 | 3 September 2020 | | | | | | | | | | | |
| 223 | GF | 29 days | 8 August 2020 | 10 September 2020 | | | | | | | | | | | |
| 224 | WP External Set Downs | 3 days | 8 August 2020 | 11 August 2020 | | | | | | | | | | | |
| 225 | External Frame/Sarking | 4 days | 12 August 2020 | 15 August 2020 | | | | | | | | | | | |
| 226 | Window Install | 4 days | 17 August 2020 | 20 August 2020 | | | | | | | | | | | |
| 227 | Prep works for Bal& Louvre | 4 days | 18 August 2020 | 21 August 2020 | | | | | | | | | | | |
| 228 | Patch& Painting | 8 days | 22 August 2020 | 31 August 2020 | | | | | | | | | | | |
| 229 | Balustrade& Louvre | 6 days | 1 September 2020 | 7 September 2020 | | | | | | | | | | | |
| 230 | External Cleaning& Final Touch P | 6 days | 4 September 2020 | 10 September 2020 | | | | | | | | | | | |
| 231 | UG | 29 days | 15 August 2020 | 17 September 2020 | | | | | | | | | | | |
| 232 | WP External Set Downs | 3 days | 15 August 2020 | 18 August 2020 | | | | | | | | | | | |
| 233 | External Frame/Sarking | 4 days | 19 August 2020 | 22 August 2020 | | | | | | | | | | | |
| 234 | Window Install | 4 days | 24 August 2020 | 27 August 2020 | | | | | | | | | | | |
| 235 | Prep works for Bal& Louvre | 4 days | 25 August 2020 | 28 August 2020 | | | | | | | | | | | |
| 236 | Patch& Painting | 8 days | 29 August 2020 | 7 September 2020 | | | | | | | | | | | |
| 237 | Balustrade& Louvre | 6 days | 8 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 238 | External Cleaning& Final Touch P | 6 days | 11 September 2020 | 17 September 2020 | | | | | | | | | | | |
| 239 | L2 | 29 days | 22 August 2020 | 24 September 2020 | | | | | | | | | | | |
| 240 | WP External Set Downs | 3 days | 22 August 2020 | 25 August 2020 | | | | | | | | | | | |
| 241 | External Frame/Sarking | 4 days | 26 August 2020 | 29 August 2020 | | | | | | | | | | | |
| 242 | Window Install | 4 days | 31 August 2020 | 3 September 2020 | | | | | | | | | | | |
| 243 | Prep works for Bal& Louvre | 4 days | 1 September 2020 | 4 September 2020 | | | | | | | | | | | |
| 244 | Patch& Painting | 8 days | 5 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 245 | Balustrade& Louvre | 6 days | 15 September 2020 | 21 September 2020 | | | | | | | | | | | |
| 246 | External Cleaning& Final Touch P | 6 days | 18 September 2020 | 24 September 2020 | | | | | | | | | | | |
| 247 | L3 | 29 days | 28 August 2020 | 30 September 2020 | | | | | | | | | | | |
| 248 | WP External Set Downs | 3 days | 28 August 2020 | 31 August 2020 | | | | | | | | | | | |
| 249 | External Frame/Sarking | 4 days | 1 September 2020 | 4 September 2020 | | | | | | | | | | | |
| 250 | Window Install | 4 days | 5 September 2020 | 9 September 2020 | | | | | | | | | | | |
| 251 | Prep works for Bal& Louvre | 4 days | 7 September 2020 | 10 September 2020 | | | | | | | | | | | |
| 252 | Patch& Painting | 8 days | 11 September 2020 | 19 September 2020 | | | | | | | | | | | |
| 253 | Balustrade& Louvre | 6 days | 21 September 2020 | 26 September 2020 | | | | | | | | | | | |
| 254 | External Cleaning& Final Touch P | 6 days | 24 September 2020 | 30 September 2020 | | | | | | | | | | | |
| 255 | Block CD | 65 days | 8 September 2020 | 23 November 2020 | | | | | | | | | | | |
| 256 | GF | 29 days | 8 September 2020 | 12 October 2020 | | | | | | | | | | | |
| 257 | WP External Set Downs | 3 days | 8 September 2020 | 10 September 2020 | | | | | | | | | | | |
| 258 | External Frame/Sarking | 4 days | 11 September 2020 | 15 September 2020 | | | | | | | | | | | |
| 259 | Window Install | 4 days | 16 September 2020 | 19 September 2020 | | | | | | | | | | | |
| 260 | Prep works for Bal& Louvre | 4 days | 17 September 2020 | 21 September 2020 | | | | | | | | | | | |
| 261 | Patch& Painting | 8 days | 22 September 2020 | 30 September 2020 | | | | | | | | | | | |
| 262 | Balustrade& Louvre | 6 days | 1 October 2020 | 8 October 2020 | | | | | | | | | | | |
| 263 | External Cleaning& Final Touch P | 6 days | 6 October 2020 | 12 October 2020 | | | | | | | | | | | |
| 264 | L2 | 29 days | 17 September 2020 | 21 October 2020 | | | | | | | | | | | |
| 265 | WP External Set Downs | 3 days | 17 September 2020 | 19 September 2020 | | | | | | | | | | | |
| 266 | External Frame/Sarking | 4 days | 21 September 2020 | 24 September 2020 | | | | | | | | | | | |
| 267 | Window Install | 4 days | 25 September 2020 | 29 September 2020 | | | | | | | | | | | |
| 268 | Prep works for Bal& Louvre | 4 days | 26 September 2020 | 30 September 2020 | | | | | | | | | | | |
| 269 | Patch& Painting | 8 days | 1 October 2020 | 10 October 2020 | | | | | | | | | | | |
| 270 | Balustrade& Louvre | 6 days | 12 October 2020 | 17 October 2020 | | | | | | | | | | | |
| 271 | External Cleaning& Final Touch P | 6 days | 15 October 2020 | 21 October 2020 | | | | | | | | | | | |
| 272 | L3 | 29 days | 26 September 2020 | 30 October 2020 | | | | | | | | | | | |
| 273 | WP External Set Downs | 3 days | 26 September 2020 | 29 September 2020 | | | | | | | | | | | |
| 274 | External Frame/Sarking | 4 days | 30 September 2020 | 3 October 2020 | | | | | | | | | | | |
| 275 | Window Install | 4 days | 6 October 2020 | 9 October 2020 | | | | | | | | | | | |
| 276 | Prep works for Bal& Louvre | 4 days | 7 October 2020 | 10 October 2020 | | | | | | | | | | | |
| 277 | Patch& Painting | 8 days | 12 October 2020 | 20 October 2020 | | | | | | | | | | | |
| 278 | Balustrade& Louvre | 6 days | 21 October 2020 | 27 October 2020 | | | | | | | | | | | |
| 279 | External Cleaning& Final Touch P | 6 days | 24 October 2020 | 30 October 2020 | | | | | | | | | | | |
| 280 | L4 | 29 days | 7 October 2020 | 9 November 2020 | | | | | | | | | | | |
| 281 | WP External Set Downs | 3 days | 7 October 2020 | 9 October 2020 | | | | | | | | | | | |
| 282 | External Frame/Sarking | 4 days | 10 October 2020 | 14 October 2020 | | | | | | | | | | | |
| 283 | Window Install | 4 days | 15 October 2020 | 19 October 2020 | | | | | | | | | | | |
| 284 | Prep works for Bal& Louvre | 4 days | 16 October 2020 | 20 October 2020 | | | | | | | | | | | |
| 285 | Patch& Painting | 8 days | 21 October 2020 | 29 October 2020 | | | | | | | | | | | |
| 286 | Balustrade& Louvre | 6 days | 30 October 2020 | 5 November 2020 | | | | | | | | | | | |
| 287 | External Cleaning& Final Touch P | 6 days | 3 November 2020 | 9 November 2020 | | | | | | | | | | | |
| 288 | L5 | 29 days | 14 October 2020 | 16 November 2020 | | | | | | | | | | | |
| 289 | WP External Set Downs | 3 days | 14 October 2020 | 16 October 2020 | | | | | | | | | | | |
| 290 | External Frame/Sarking | 4 days | 17 October 2020 | 21 October 2020 | | | | | | | | | | | |
| 291 | Window Install | 4 days | 22 October 2020 | 26 October 2020 | | | | | | | | | | | |
| 292 | Prep works for Bal& Louvre | 4 days | 23 October 2020 | 27 October 2020 | | | | | | | | | | | |
| 293 | Patch& Painting | 8 days | 28 October 2020 | 5 November 2020 | | | | | | | | | | | |
| 294 | Balustrade& Louvre | 6 days | 6 November 2020 | 12 November 2020 | | | | | | | | | | | |
| 295 | External Cleaning& Final Touch P | 6 days | 10 November 2020 | 16 November 2020 | | | | | | | | | | | |
| 296 | L6 | 29 days | 21 October 2020 | 23 November 2020 | | | | | | | | | | | |
| 297 | WP External Set Downs | 3 days | 21 October 2020 | 23 October 2020 | | | | | | | | | | | |
| 298 | External Frame/Sarking | 4 days | 24 October 2020 | 28 October 2020 | | | | | | | | | | | |
| 299 | Window Install | 4 days | 29 October 2020 | 2 November 2020 | | | | | | | | | | | |
| 300 | Prep works for Bal& Louvre | 4 days | 30 October 2020 | 3 November 2020 | | | | | | | | | | | |
| 301 | Patch& Painting | 8 days | 4 November 2020 | 12 November 2020 | | | | | | | | | | | |
| 302 | Balustrade& Louvre | 6 days | 13 November 2020 | 19 November 2020 | | | | | | | | | | | |
| 303 | External Cleaning& Final Touch P | 6 days | 17 November 2020 | 23 November 2020 | | | | | | | | | | | |
| 304 | Block AB | 57 days | 24 September 2020 | 30 November 2020 | | | | | | | | | | | |
| 305 | L2 | 29 days | 24 September 2020 | 28 October 2020 | | | | | | | | | | | |
| 306 | WP External Set Downs | 3 days | 24 September 2020 | 26 September 2020 | | | | | | | | | | | |
| 307 | External Frame/Sarking | 4 days | 28 September 2020 | 1 October 2020 | | | | | | | | | | | |
| 308 | Window Install | 4 days | 2 October 2020 | 7 October 2020 | | | | | | | | | | | |
| 309 | Prep works for Bal& Louvre | 4 days | 3 October 2020 | 8 October 2020 | | | | | | | | | | | |

Project: 200416_J034_Target Pr

Date: 16 April 2020

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

Page 3

| ID | Task Name | Duration | Start | Finish | 019 Aug Sep | Qtr 4, 2019 Oct Nov Dec | Qtr 1, 2020 Jan Feb Mar | Qtr 2, 2020 Apr May Jun | Qtr 3, 2020 Jul Aug Sep | Qtr 4, 2020 Oct Nov Dec | Qtr 1, 2021 Jan Feb Mar | Qtr 2, 2021 Apr May Jun | Qtr 3, 2021 Jul Aug Sep | Qtr 4, 2021 Oct Nov Dec | Qtr 1, 2022 Jan Feb Mar |
|-----|-----------------------------------|----------|-------------------|-------------------|------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 310 | Patch& Painting | 8 days | 9 October 2020 | 17 October 2020 | | | | | | | | | | | |
| 311 | Balustrade& Louvre | 6 days | 19 October 2020 | 24 October 2020 | | | | | | | | | | | |
| 312 | External Cleaning& Final Touch P | 6 days | 22 October 2020 | 28 October 2020 | | | | | | | | | | | |
| 313 | L3 | 29 days | 3 October 2020 | 6 November 2020 | | | | | | | | | | | |
| 314 | WP External Set Downs | 3 days | 3 October 2020 | 7 October 2020 | | | | | | | | | | | |
| 315 | External Frame/Sarking | 4 days | 8 October 2020 | 12 October 2020 | | | | | | | | | | | |
| 316 | Window Install | 4 days | 13 October 2020 | 16 October 2020 | | | | | | | | | | | |
| 317 | Prep works for Bal& Louvre | 4 days | 14 October 2020 | 17 October 2020 | | | | | | | | | | | |
| 318 | Patch& Painting | 8 days | 19 October 2020 | 27 October 2020 | | | | | | | | | | | |
| 319 | Balustrade& Louvre | 6 days | 28 October 2020 | 3 November 2020 | | | | | | | | | | | |
| 320 | External Cleaning& Final Touch P | 6 days | 31 October 2020 | 6 November 2020 | | | | | | | | | | | |
| 321 | L4 | 29 days | 14 October 2020 | 16 November 2020 | | | | | | | | | | | |
| 322 | WP External Set Downs | 3 days | 14 October 2020 | 16 October 2020 | | | | | | | | | | | |
| 323 | External Frame/Sarking | 4 days | 17 October 2020 | 21 October 2020 | | | | | | | | | | | |
| 324 | Window Install | 4 days | 22 October 2020 | 26 October 2020 | | | | | | | | | | | |
| 325 | Prep works for Bal& Louvre | 4 days | 23 October 2020 | 27 October 2020 | | | | | | | | | | | |
| 326 | Patch& Painting | 8 days | 28 October 2020 | 5 November 2020 | | | | | | | | | | | |
| 327 | Balustrade& Louvre | 6 days | 6 November 2020 | 12 November 2020 | | | | | | | | | | | |
| 328 | External Cleaning& Final Touch P | 6 days | 10 November 2020 | 16 November 2020 | | | | | | | | | | | |
| 329 | L5 | 29 days | 21 October 2020 | 23 November 2020 | | | | | | | | | | | |
| 330 | WP External Set Downs | 3 days | 21 October 2020 | 23 October 2020 | | | | | | | | | | | |
| 331 | External Frame/Sarking | 4 days | 24 October 2020 | 28 October 2020 | | | | | | | | | | | |
| 332 | Window Install | 4 days | 29 October 2020 | 2 November 2020 | | | | | | | | | | | |
| 333 | Prep works for Bal& Louvre | 4 days | 30 October 2020 | 3 November 2020 | | | | | | | | | | | |
| 334 | Patch& Painting | 8 days | 4 November 2020 | 12 November 2020 | | | | | | | | | | | |
| 335 | Balustrade& Louvre | 6 days | 13 November 2020 | 19 November 2020 | | | | | | | | | | | |
| 336 | External Cleaning& Final Touch P | 6 days | 17 November 2020 | 23 November 2020 | | | | | | | | | | | |
| 337 | L6 | 29 days | 28 October 2020 | 30 November 2020 | | | | | | | | | | | |
| 338 | WP External Set Downs | 3 days | 28 October 2020 | 30 October 2020 | | | | | | | | | | | |
| 339 | External Frame/Sarking | 4 days | 31 October 2020 | 4 November 2020 | | | | | | | | | | | |
| 340 | Window Install | 4 days | 5 November 2020 | 9 November 2020 | | | | | | | | | | | |
| 341 | Prep works for Bal& Louvre | 4 days | 6 November 2020 | 10 November 2020 | | | | | | | | | | | |
| 342 | Patch& Painting | 8 days | 11 November 2020 | 19 November 2020 | | | | | | | | | | | |
| 343 | Balustrade& Louvre | 6 days | 20 November 2020 | 26 November 2020 | | | | | | | | | | | |
| 344 | External Cleaning& Final Touch P | 6 days | 24 November 2020 | 30 November 2020 | | | | | | | | | | | |
| 345 | Services & Fitout | 110 days | 10 August 2020 | 16 December 2020 | | | | | | | | | | | |
| 346 | Block EF | 56 days | 10 August 2020 | 14 October 2020 | | | | | | | | | | | |
| 347 | LG | 33 days | 10 August 2020 | 16 September 2020 | | | | | | | | | | | |
| 348 | Internal walls | 4 days | 10 August 2020 | 13 August 2020 | | | | | | | | | | | |
| 349 | Services Rough-in | 3 days | 14 August 2020 | 17 August 2020 | | | | | | | | | | | |
| 350 | Sheeting and setting of walls and | 6 days | 18 August 2020 | 24 August 2020 | | | | | | | | | | | |
| 351 | Waterproofing | 4 days | 25 August 2020 | 28 August 2020 | | | | | | | | | | | |
| 352 | Tiling | 6 days | 29 August 2020 | 4 September 2020 | | | | | | | | | | | |
| 353 | Joinery Site Measure | 0 days | 14 August 2020 | 14 August 2020 | | | | | | | | | | | |
| 354 | Kit Joinery installation | 10 days | 27 August 2020 | 7 September 2020 | | | | | | | | | | | |
| 355 | Carpentry | 6 days | 1 September 2020 | 7 September 2020 | | | | | | | | | | | |
| 356 | Shower screens,wardrobes fit off | 8 days | 8 September 2020 | 16 September 2020 | | | | | | | | | | | |
| 357 | Timber Flooring | 10 days | 27 August 2020 | 7 September 2020 | | | | | | | | | | | |
| 358 | Carpet | 3 days | 8 September 2020 | 10 September 2020 | | | | | | | | | | | |
| 359 | Painting | 10 days | 2 September 2020 | 12 September 2020 | | | | | | | | | | | |
| 360 | GF | 33 days | 17 August 2020 | 23 September 2020 | | | | | | | | | | | |
| 361 | Internal walls | 4 days | 17 August 2020 | 20 August 2020 | | | | | | | | | | | |
| 362 | Services Rough-in | 3 days | 21 August 2020 | 24 August 2020 | | | | | | | | | | | |
| 363 | Sheeting and setting of walls and | 6 days | 25 August 2020 | 31 August 2020 | | | | | | | | | | | |
| 364 | Waterproofing | 4 days | 1 September 2020 | 4 September 2020 | | | | | | | | | | | |
| 365 | Tiling | 6 days | 5 September 2020 | 11 September 2020 | | | | | | | | | | | |
| 366 | Joinery Site Measure | 0 days | 21 August 2020 | 21 August 2020 | | | | | | | | | | | |
| 367 | Kit Joinery installation | 10 days | 3 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 368 | Carpentry | 6 days | 8 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 369 | Shower screens,wardrobes fit off | 8 days | 15 September 2020 | 23 September 2020 | | | | | | | | | | | |
| 370 | Timber Flooring | 10 days | 3 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 371 | Carpet | 3 days | 15 September 2020 | 17 September 2020 | | | | | | | | | | | |
| 372 | Painting | 10 days | 9 September 2020 | 19 September 2020 | | | | | | | | | | | |
| 373 | UG | 33 days | 24 August 2020 | 30 September 2020 | | | | | | | | | | | |
| 374 | Internal walls | 4 days | 24 August 2020 | 27 August 2020 | | | | | | | | | | | |
| 375 | Services Rough-in | 3 days | 28 August 2020 | 31 August 2020 | | | | | | | | | | | |
| 376 | Sheeting and setting of walls and | 6 days | 1 September 2020 | 7 September 2020 | | | | | | | | | | | |
| 377 | Waterproofing | 4 days | 8 September 2020 | 11 September 2020 | | | | | | | | | | | |
| 378 | Tiling | 6 days | 12 September 2020 | 18 September 2020 | | | | | | | | | | | |
| 379 | Joinery Site Measure | 0 days | 28 August 2020 | 28 August 2020 | | | | | | | | | | | |
| 380 | Kit Joinery installation | 10 days | 10 September 2020 | 21 September 2020 | | | | | | | | | | | |
| 381 | Carpentry | 6 days | 15 September 2020 | 21 September 2020 | | | | | | | | | | | |
| 382 | Shower screens, wardrobes fit off | 8 days | 22 September 2020 | 30 September 2020 | | | | | | | | | | | |
| 383 | Timber Flooring | 10 days | 10 September 2020 | 21 September 2020 | | | | | | | | | | | |
| 384 | Carpet | 3 days | 22 September 2020 | 24 September 2020 | | | | | | | | | | | |
| 385 | Painting | 10 days | 16 September 2020 | 26 September 2020 | | | | | | | | | | | |
| 386 | L2 | 33 days | 31 August 2020 | 8 October 2020 | | | | | | | | | | | |
| 387 | Internal walls | 4 days | 31 August 2020 | 3 September 2020 | | | | | | | | | | | |
| 388 | Services Rough-in | 3 days | 4 September 2020 | 7 September 2020 | | | | | | | | | | | |
| 389 | Sheeting and setting of walls and | 6 days | 8 September 2020 | 14 September 2020 | | | | | | | | | | | |
| 390 | Waterproofing | 4 days | 15 September 2020 | 18 September 2020 | | | | | | | | | | | |
| 391 | Tiling | 6 days | 19 September 2020 | 25 September 2020 | | | | | | | | | | | |
| 392 | joinery Site Measure | 0 days | 4 September 2020 | 4 September 2020 | | | | | | | | | | | |
| 393 | Kit Joinery installation | 10 days | 17 September 2020 | 28 September 2020 | | | | | | | | | | | |
| 394 | Carpentry | 6 days | 22 September 2020 | 28 September 2020 | | | | | | | | | | | |
| 395 | Shower screens, wardrobes fit of | 8 days | 29 September 2020 | 8 October 2020 | | | | | | | | | | | |
| 396 | Timber Flooring | 10 days | 17 September 2020 | 28 September 2020 | | | | | | | | | | | |
| 397 | Carpet | 3 days | 29 September 2020 | 1 October 2020 | | | | | | | | | | | |
| 398 | Painting | 10 days | 23 September 2020 | 3 October 2020 | | | | | | | | | | | |
| 399 | L3 | 33 days | 5 September 2020 | 14 October 2020 | | | | | | | | | | | |
| 400 | Internal walls | 4 days | 5 September 2020 | 9 September 2020 | | | | | | | | | | | |
| 401 | Services Rough-in | 3 days | 10 September 2020 | 12 September 2020 | | | | | | | | | | | |
| 402 | Sheeting and setting of walls and | 6 days | 14 September 2020 | 19 September 2020 | | | | | | | | | | | |
| 403 | Waterproofing | 4 days | 21 September 2020 | 24 September 2020 | | | | | | | | | | | |
| 404 | Tiling | 6 days | 25 September 2020 | 1 October 2020 | | | | | | | | | | | |
| 405 | joinery Site Measure | 0 days | 10 September 2020 | 10 September 2020 | | | | | | | | | | | |
| 406 | Kit Joinery installation | 10 days | 23 September 2020 | 3 October 2020 | | | | | | | | | | | |
| 407 | Carpentry | 6 days | 28 September 2020 | 3 October 2020 | | | | | | | | | | | |
| 408 | Shower screens, wardrobes fit of | 8 days | 6 October 2020 | 14 October 2020 | | | | | | | | | | | |
| 409 | Timber Flooring | 10 days | 23 September 2020 | 3 October 2020 | | | | | | | | | | | |
| 410 | Carpet | 3 days | 6 October 2020 | 8 October 2020 | | | | | | | | | | | |
| 411 | Painting | 10 days | 29 September 2020 | 10 October 2020 | | | | | | | | | | | |
| 412 | Block CD | 69 days | 16 September 2020 | 5 December 2020 | | | | | | | | | | | |

Project: 200416_J034_Target Pr

Date: 16 April 2020

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

| Task Name | | Duration | Start | Finish | 019 Aug Sep | | Qtr 4, 2019 Oct Nov Dec | | | Qtr 1, 2020 Jan Feb Mar | | | Qtr 2, 2020 Apr May Jun | | | Qtr 3, 2020 Jul Aug Sep | | | Qtr 4, 2020 Oct Nov Dec | | | Qtr 1, 2021 Jan Feb Mar | | | Qtr 2, 2021 Apr May Jun | | | Qtr 3, 2021 Jul Aug Sep | | | Qtr 4, 2021 Oct Nov Dec | | | Qtr 1, 2022 Jan |
|-----------|--|----------|-------------------|-------------------|------------------|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------------------|--|--|--------------------|
| 413 | GF | 33 days | 16 September 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 414 | Internal walls | 4 days | 16 September 2020 | 19 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 415 | Services Rough-in | 3 days | 21 September 2020 | 23 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 416 | Sheeting and setting of walls and ceilings | 6 days | 24 September 2020 | 30 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 417 | Waterproofing | 4 days | 1 October 2020 | 6 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 418 | Tiling | 6 days | 7 October 2020 | 13 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 419 | joinery Site Measure | 0 days | 21 September 2020 | 21 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 420 | Kit Joinery installation | 10 days | 3 October 2020 | 15 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 421 | Carpentry | 6 days | 9 October 2020 | 15 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 422 | Shower screens, wardrobes fit offs | 8 days | 16 October 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 423 | Timber Flooring | 10 days | 3 October 2020 | 15 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 424 | Carpet | 3 days | 16 October 2020 | 19 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 425 | Painting | 10 days | 10 October 2020 | 21 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 426 | L2 | 33 days | 25 September 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 427 | Internal walls | 4 days | 25 September 2020 | 29 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 428 | Services Rough-in | 3 days | 30 September 2020 | 2 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 429 | Sheeting and setting of walls and ceilings | 6 days | 3 October 2020 | 10 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 430 | Waterproofing | 4 days | 12 October 2020 | 15 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 431 | Tiling | 6 days | 16 October 2020 | 22 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 432 | joinery Site Measure | 0 days | 30 September 2020 | 30 September 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 433 | Kit Joinery installation | 10 days | 14 October 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 434 | Carpentry | 6 days | 19 October 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 435 | Shower screens, wardrobes fit offs | 8 days | 26 October 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 436 | Timber Flooring | 10 days | 14 October 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 437 | Carpet | 3 days | 26 October 2020 | 28 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 438 | Painting | 10 days | 20 October 2020 | 30 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 439 | L3 | 33 days | 6 October 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 440 | Internal walls | 4 days | 6 October 2020 | 9 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 441 | Services Rough-in | 3 days | 10 October 2020 | 13 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 442 | Sheeting and setting of walls and ceilings | 6 days | 14 October 2020 | 20 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 443 | Waterproofing | 4 days | 21 October 2020 | 24 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 444 | Tiling | 6 days | 26 October 2020 | 31 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 445 | joinery Site Measure | 0 days | 10 October 2020 | 10 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 446 | Kit Joinery installation | 10 days | 23 October 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 447 | Carpentry | 6 days | 28 October 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 448 | Shower screens, wardrobes fit offs | 8 days | 4 November 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 449 | Timber Flooring | 10 days | 23 October 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 450 | Carpet | 3 days | 4 November 2020 | 6 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 451 | Painting | 10 days | 29 October 2020 | 9 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 452 | L4 | 33 days | 15 October 2020 | 21 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 453 | Internal walls | 4 days | 15 October 2020 | 19 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 454 | Services Rough-in | 3 days | 20 October 2020 | 22 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 455 | Sheeting and setting of walls and ceilings | 6 days | 23 October 2020 | 29 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 456 | Waterproofing | 4 days | 30 October 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 457 | Tiling | 6 days | 4 November 2020 | 10 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 458 | joinery Site Measure | 0 days | 20 October 2020 | 20 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 459 | Kit Joinery installation | 10 days | 2 November 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 460 | Carpentry | 6 days | 6 November 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 461 | Shower screens, wardrobes fit offs | 8 days | 13 November 2020 | 21 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 462 | Timber Flooring | 10 days | 2 November 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 463 | Carpet | 3 days | 13 November 2020 | 16 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 464 | Painting | 10 days | 7 November 2020 | 18 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 465 | L5 | 33 days | 22 October 2020 | 28 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 466 | Internal walls | 4 days | 22 October 2020 | 26 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 467 | Services Rough-in | 3 days | 27 October 2020 | 29 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 468 | Sheeting and setting of walls and ceilings | 6 days | 30 October 2020 | 5 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 469 | Waterproofing | 4 days | 6 November 2020 | 10 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 470 | Tiling | 6 days | 11 November 2020 | 17 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 471 | joinery Site Measure | 0 days | 27 October 2020 | 27 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 472 | Kit Joinery installation | 10 days | 9 November 2020 | 19 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 473 | Carpentry | 6 days | 13 November 2020 | 19 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 474 | Shower screens, wardrobes fit offs | 8 days | 20 November 2020 | 28 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 475 | Timber Flooring | 10 days | 9 November 2020 | 19 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 476 | Carpet | 3 days | 20 November 2020 | 23 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 477 | Painting | 10 days | 14 November 2020 | 25 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 478 | L6 | 33 days | 29 October 2020 | 5 December 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 479 | Internal walls | 4 days | 29 October 2020 | 2 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 480 | Services Rough-in | 3 days | 3 November 2020 | 5 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 481 | Sheeting and setting of walls and ceilings | 6 days | 6 November 2020 | 12 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 482 | Waterproofing | 4 days | 13 November 2020 | 17 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 483 | Tiling | 6 days | 18 November 2020 | 24 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 484 | joinery Site Measure | 0 days | 3 November 2020 | 3 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 485 | Kit Joinery installation | 10 days | 16 November 2020 | 26 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 486 | Carpentry | 6 days | 20 November 2020 | 26 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 487 | Shower screens, wardrobes fit offs | 8 days | 27 November 2020 | 5 December 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 488 | Timber Flooring | 10 days | 16 November 2020 | 26 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 489 | Carpet | 3 days | 27 November 2020 | 30 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 490 | Painting | 10 days | 21 November 2020 | 2 December 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 491 | Block AB | 64 days | 2 October 2020 | 16 December 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 492 | L2 | 33 days | 2 October 2020 | 10 November 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 493 | Internal walls | 4 days | 2 October 2020 | 7 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 494 | Services Rough-in | 3 days | 8 October 2020 | 10 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 495 | Sheeting and setting of walls and ceilings | 6 days | 12 October 2020 | 17 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 496 | Waterproofing | 4 days | 19 October 2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Task Name | Duration | Start | Finish | 019 Aug Sep | Qtr 4, 2019 Oct Nov Dec | Qtr 1, 2020 Jan Feb Mar | Qtr 2, 2020 Apr May Jun | Qtr 3, 2020 Jul Aug Sep | Qtr 4, 2020 Oct Nov Dec | Qtr 1, 2021 Jan Feb Mar | Qtr 2, 2021 Apr May Jun | Qtr 3, 2021 Jul Aug Sep | Qtr 4, 2021 Oct Nov Dec | Qtr 1, 2022 Jan Feb Mar |
|-----------|-----------------------------------|---------|------------------|------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 516 | Carpet | 3 days | 11 November 2020 | 13 November 2020 | | | | | Carpet | | | | | |
| 517 | Painting | 10 days | 5 November 2020 | 16 November 2020 | | | | | Painting | | | | | |
| 518 | L4 | 36 days | 22 October 2020 | 2 December 2020 | | | | | L4 | | | | | |
| 519 | Internal walls | 4 days | 22 October 2020 | 26 October 2020 | | | | | Internal walls | | | | | |
| 520 | Services Rough-in | 3 days | 30 October 2020 | 2 November 2020 | | | | | Services Rough-in | | | | | |
| 521 | Sheeting and setting of walls and | 6 days | 3 November 2020 | 9 November 2020 | | | | | Sheeting and setting of walls and ceilings | | | | | |
| 522 | Waterproofing | 4 days | 10 November 2020 | 13 November 2020 | | | | | Waterproofing | | | | | |
| 523 | Tiling | 6 days | 14 November 2020 | 20 November 2020 | | | | | Tiling | | | | | |
| 524 | Joinery Site Measure | 0 days | 27 October 2020 | 27 October 2020 | | | | | 27/10 | | | | | |
| 525 | Kit Joinery installation | 10 days | 12 November 2020 | 23 November 2020 | | | | | Kit Joinery installation | | | | | |
| 526 | Carpentry | 6 days | 17 November 2020 | 23 November 2020 | | | | | Carpentry | | | | | |
| 527 | Shower screens, wardrobes fit of | 8 days | 24 November 2020 | 2 December 2020 | | | | | Shower screens, wardrobes fit offs | | | | | |
| 528 | Timber Flooring | 10 days | 12 November 2020 | 23 November 2020 | | | | | Timber Flooring | | | | | |
| 529 | Carpet | 3 days | 24 November 2020 | 26 November 2020 | | | | | Carpet | | | | | |
| 530 | Painting | 10 days | 18 November 2020 | 28 November 2020 | | | | | Painting | | | | | |
| 531 | L5 | 36 days | 29 October 2020 | 9 December 2020 | | | | | L5 | | | | | |
| 532 | Internal walls | 4 days | 29 October 2020 | 2 November 2020 | | | | | Internal walls | | | | | |
| 533 | Services Rough-in | 3 days | 6 November 2020 | 9 November 2020 | | | | | Services Rough-in | | | | | |
| 534 | Sheeting and setting of walls and | 6 days | 10 November 2020 | 16 November 2020 | | | | | Sheeting and setting of walls and ceilings | | | | | |
| 535 | Waterproofing | 4 days | 17 November 2020 | 20 November 2020 | | | | | Waterproofing | | | | | |
| 536 | Tiling | 6 days | 21 November 2020 | 27 November 2020 | | | | | Tiling | | | | | |
| 537 | Joinery Site Measure | 0 days | 3 November 2020 | 3 November 2020 | | | | | 3, 11 | | | | | |
| 538 | Kit Joinery installation | 10 days | 19 November 2020 | 30 November 2020 | | | | | Kit Joinery installation | | | | | |
| 539 | Carpentry | 6 days | 24 November 2020 | 30 November 2020 | | | | | Carpentry | | | | | |
| 540 | Shower screens, wardrobes fit of | 8 days | 1 December 2020 | 9 December 2020 | | | | | Shower screens, wardrobes fit offs | | | | | |
| 541 | Timber Flooring | 10 days | 19 November 2020 | 30 November 2020 | | | | | Timber Flooring | | | | | |
| 542 | Carpet | 3 days | 1 December 2020 | 3 December 2020 | | | | | Carpet | | | | | |
| 543 | Painting | 10 days | 25 November 2020 | 5 December 2020 | | | | | Painting | | | | | |
| 544 | L6 | 36 days | 5 November 2020 | 16 December 2020 | | | | | L6 | | | | | |
| 545 | Internal walls | 4 days | 5 November 2020 | 9 November 2020 | | | | | Internal walls | | | | | |
| 546 | Services Rough-in | 3 days | 13 November 2020 | 16 November 2020 | | | | | Services Rough-in | | | | | |
| 547 | Sheeting and setting of walls and | 6 days | 17 November 2020 | 23 November 2020 | | | | | Sheeting and setting of walls and ceilings | | | | | |
| 548 | Waterproofing | 4 days | 24 November 2020 | 27 November 2020 | | | | | Waterproofing | | | | | |
| 549 | Tiling | 6 days | 28 November 2020 | 4 December 2020 | | | | | Tiling | | | | | |
| 550 | Joinery Site Measure | 0 days | 10 November 2020 | 10 November 2020 | | | | | 10/11 | | | | | |
| 551 | Kit Joinery installation | 10 days | 26 November 2020 | 7 December 2020 | | | | | Kit Joinery installation | | | | | |
| 552 | Carpentry | 6 days | 1 December 2020 | 7 December 2020 | | | | | Carpentry | | | | | |
| 553 | Shower screens, wardrobes fit of | 8 days | 8 December 2020 | 16 December 2020 | | | | | Shower screens, wardrobes fit offs | | | | | |
| 554 | Timber Flooring | 10 days | 26 November 2020 | 7 December 2020 | | | | | Timber Flooring | | | | | |
| 555 | Carpet | 3 days | 8 December 2020 | 10 December 2020 | | | | | Carpet | | | | | |
| 556 | Painting | 10 days | 2 December 2020 | 12 December 2020 | | | | | Painting | | | | | |
| 557 | Final Touch& Appliances | 90 days | 15 October 2020 | 8 February 2021 | | | | | | | | | | |
| 558 | Block EF | 36 days | 15 October 2020 | 25 November 2020 | | | | | | | | | | |
| 559 | L3 | 12 days | 15 October 2020 | 28 October 2020 | | | | | L3 | | | | | |
| 560 | L2 | 12 days | 22 October 2020 | 4 November 2020 | | | | | L2 | | | | | |
| 561 | UG | 12 days | 29 October 2020 | 11 November 2020 | | | | | UG | | | | | |
| 562 | GF | 12 days | 5 November 2020 | 18 November 2020 | | | | | GF | | | | | |
| 563 | LG | 12 days | 12 November 2020 | 25 November 2020 | | | | | LG | | | | | |
| 564 | Block CD | 42 days | 7 December 2020 | 4 February 2021 | | | | | | | | | | |
| 565 | L6 | 12 days | 7 December 2020 | 19 December 2020 | | | | | L6 | | | | | |
| 566 | L5 | 12 days | 14 December 2020 | 6 January 2021 | | | | | L5 | | | | | |
| 567 | L4 | 12 days | 21 December 2020 | 13 January 2021 | | | | | L4 | | | | | |
| 568 | L3 | 12 days | 7 January 2021 | 20 January 2021 | | | | | L3 | | | | | |
| 569 | L2 | 12 days | 14 January 2021 | 28 January 2021 | | | | | L2 | | | | | |
| 570 | GF | 12 days | 21 January 2021 | 4 February 2021 | | | | | GF | | | | | |
| 571 | Block AB | 36 days | 17 December 2020 | 8 February 2021 | | | | | | | | | | |
| 572 | L6 | 12 days | 17 December 2020 | 9 January 2021 | | | | | L6 | | | | | |
| 573 | L5 | 12 days | 4 January 2021 | 16 January 2021 | | | | | L5 | | | | | |
| 574 | L4 | 12 days | 11 January 2021 | 23 January 2021 | | | | | L4 | | | | | |
| 575 | L3 | 12 days | 18 January 2021 | 1 February 2021 | | | | | L3 | | | | | |
| 576 | L2 | 12 days | 25 January 2021 | 8 February 2021 | | | | | L2 | | | | | |
| 577 | Landscaping Works | 81 days | 14 October 2020 | 27 January 2021 | | | | | | | | | | |
| 578 | Block EF | 27 days | 14 October 2020 | 13 November 2020 | | | | | | | | | | |
| 579 | Hardscape | 23 days | 14 October 2020 | 9 November 2020 | | | | | | | | | | |
| 580 | Benching& RL | 8 days | 14 October 2020 | 22 October 2020 | | | | | Benching& RL | | | | | |
| 581 | Footings& Paths | 10 days | 21 October 2020 | 31 October 2020 | | | | | Footings& Paths | | | | | |
| 582 | Blockwork/Render | 10 days | 29 October 2020 | 9 November 2020 | | | | | Blockwork/Render | | | | | |
| 583 | Softscape | 6 days | 7 November 2020 | 13 November 2020 | | | | | | | | | | |
| 584 | Soil& Preperation | 3 days | 7 November 2020 | 10 November 2020 | | | | | Soil& Preperation | | | | | |
| 585 | Softscape Install | 3 days | 11 November 2020 | 13 November 2020 | | | | | Softscape Install | | | | | |
| 586 | Remaining Rear | 28 days | 15 December 2020 | 27 January 2021 | | | | | | | | | | |
| 587 | Hardscape | 24 days | 15 December 2020 | 21 January 2021 | | | | | | | | | | |
| 588 | Benching& RL | 8 days | 15 December 2020 | 23 December 2020 | | | | | Benching& RL | | | | | |
| 589 | Footings, Paths& Stairs | 10 days | 23 December 2020 | 13 January 2021 | | | | | Footings, Paths& Stairs | | | | | |
| 590 | Blockwork/Render | 10 days | 11 January 2021 | 21 January 2021 | | | | | Blockwork/Render | | | | | |
| 591 | Softscape | 6 days | 20 January 2021 | 27 January 2021 | | | | | | | | | | |
| 592 | Soil&Preparation | 3 days | 20 January 2021 | 22 January 2021 | | | | | Soil&Preparation | | | | | |
| 593 | Tree Plantation | 3 days | 23 January 2021 | 27 January 2021 | | | | | Tree Plantation | | | | | |
| 594 | Civil Works | 24 days | 15 December 2020 | 21 January 2021 | | | | | | | | | | |
| 595 | RMS WAD | 24 days | 15 December 2020 | 21 January 2021 | | | | | RMS WAD | | | | | |
| 596 | Defect& handover | 69 days | 26 November 2020 | 25 February 2021 | | | | | | | | | | |
| 597 | Block EF | 15 days | 26 November 2020 | 12 December 2020 | | | | | | | | | | |
| 598 | L3 | 3 days | 26 November 2020 | 28 November 2020 | | | | | L3 | | | | | |
| 599 | L2 | 3 days | 30 November 2020 | 2 December 2020 | | | | | L2 | | | | | |
| 600 | UG | 3 days | 3 December 2020 | 5 December 2020 | | | | | UG | | | | | |
| 601 | GF | 3 days | 7 December 2020 | 9 December 2020 | | | | | GF | | | | | |
| 602 | LG | 3 days | 10 December 2020 | 12 December 2020 | | | | | LG | | | | | |
| 603 | Block CD | 18 days | 5 February 2021 | 25 February 2021 | | | | | | | | | | |
| 604 | L6 | 3 days | 5 February 2021 | 8 February 2021 | | | | | L6 | | | | | |

DEED OF GUARANTEE & INDEMNITY

PARTIES:

1. The party named in Item 1A of this Deed ("**Contractor**")
2. The party in Item 1 of this Deed ("**Guarantor**")
3. The party in Item 2 of this Deed ("**Sub-Contractor**")

RECITALS:

- A. The Contractor has requested the Guarantor provide a Guarantee and Indemnity guaranteeing the performance of the Subcontractor under a Subcontract Agreement dated the date referred to at Item 5 of this Deed.
- B. The Guarantor has before execution of this Guarantee and Indemnity inspected understood and approved the documents specified in Item 4 ("**Documents**").
- C. The Guarantor has made his own enquiries prior to entering into this Deed and has agreed to guarantee and indemnify the Subcontractor as set out in this Guarantee and Indemnity.

WITNESSES

1. INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires:
- (a) reference to a person includes any other entity recognised by law and vice versa;
 - (b) words importing the singular number include the plural and vice versa;
 - (c) any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;
 - (d) every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or ensures for the benefit of such persons jointly and each of them severally;
 - (e) reference to an Item is a reference to an Item in the Schedule to this Deed;
 - (f) clause headings are for reference purposes only.

2. DEFINITIONS

- 2.1 For the purpose of this Deed:
- (a) **“Bankruptcy”** includes assignment for the benefit of creditors, arrangement or composition with creditors, bankruptcy and death;
 - (b) **“Consumer Legislation”** means any Australian legislation which restricts the terms of or invalidates guarantees and indemnities given to support financial obligations;
 - (c) **“Contractor”** means the person named in Item 3;
 - (d) **“Debt”** means all money which the Subcontractor whether directly or indirectly or contingently or otherwise at any time and from time to time is or becomes liable either alone or jointly or severally to pay to the Contractor on any account including without limitation:
 - (e) on or upon any guarantee bond account document negotiable or other instrument including this Guarantee and/or the Documents and/or any collateral security;
 - (f) by reason of any matter or thing by which the Contractor is or may become in any manner a creditor of the Subcontractor;
 - (g) on the account of any other person or upon the order or request or under the authority of the Subcontractor;
 - (h) arising from anything done or omitted to be done by the Subcontractor which gives rise to payment, expense or loss by the Contractor;
 - (i) **“Guarantee and Indemnity”** means the guarantee and indemnity contained in this Deed;

- (j) **“Liquidation”** includes official management, compromise, arrangement, amalgamation, reconstruction, winding up and dissolution.
- (k) **“Personal Property”** includes but is not limited to uncalled capital, goods, chattels moveable fixtures and fittings (even if temporarily affixed to realty for their better enjoyment), stock in trade, plant, book debts, and goodwill
- (l) **“Subcontractor”** means the person named in Item 2;
- (m) **“Subcontract Agreement”** means this Contract dated the day referred to at Item 5 of this Deed.

2.2 In this Deed, except to the extent that such interpretation shall be excluded by or be repugnant to the context:

- (a) **“Guarantor”** shall mean and include the Guarantor named at Item 1 and his executors, administrators and assigns or (in the case of a company) the Guarantor and its successors and assigns and when two or more parties are included in the word “Guarantor”, shall mean and include every person and company who or which is guarantor and each or any of them, their, his or its assigns and the executors and administrators or successors of each guarantor;
- (b) Where this Guarantee and Indemnity includes or refers to more than one party as:
 - (i) the Guarantor, this Guarantee and Indemnity shall be binding on them jointly and severally and on every two or more of them jointly and if not executed or otherwise binding on any one or more of them will nevertheless be fully binding on the others of them;
 - (ii) the Contractor, this Guarantee and Indemnity may be relied upon by each such party separately without reference to the others as if the Guarantor had executed a separate guarantee and indemnity in favour of each party constituting the Contractor; or
 - (iii) the Subcontractor, this Guarantee and Indemnity shall be fully enforceable in relation to the separate indebtedness (or joint indebtedness where appropriate) of each party constituting the Subcontractor as if a separate guarantee and indemnity had been executed in relation to each party constituting the Subcontractor.

3. **GUARANTEE & INDEMNITY**

- 3.1 In consideration of the Contractor entering into a Subcontract Agreement with the Subcontractor, the Guarantor agrees to grant to the Contractor an irrevocable and unconditional guarantee for the due and punctual performance of the Subcontract Agreement by the Subcontractor and the due and punctual performance of all of the obligations undertakings and provisions contained in or implied by the Subcontract Agreement and any associated Documents other than those imposed on the Contractor and indemnifies the Contractor against all loss, damage, costs and expenses suffered or incurred by the Contractor as a result of any failure by any person, including sub subcontractors, to fulfil the requirements of the Subcontract Agreement on the due date or as a result of any breach of any of the covenants and conditions contained in or implied by the Documents.

4. **CONTINUING GUARANTEE AND INDEMNITY**

- 4.1 The Guarantee and Indemnity is continuing and irrevocable and the obligations of the Guarantor are absolute and unconditional in all circumstances. The Contractor is not obliged to take any action against any person or under any security prior to claiming from the Guarantor.

5. **NON WAIVER**

- 5.1 The Guarantee and Indemnity will not be abrogated, modified, prejudiced, affected or considered as wholly or partially discharged by any one or more of:
 - (a) any time, credit, indulgence or concession extended by the Contractor to the Subcontractor or any other person;
 - (b) any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of the Contractor against the Subcontractor or any other person;
 - (c) any variation of the Subcontract Agreement or of any term, covenant or condition contained in or implied by any of the Documents and the Guarantor will be deemed to have consented to any such variation and in particular without limitation this Guarantee and Indemnity extends to:
 - (i) any extension of the period for performance;
 - (ii) any variation to the works required under the Subcontract Agreement;
 - (iii) any other variation in the obligations set out in the Documents, whether or not such variations are formalised in writing and whether or not the Guarantor is aware of those variations;
 - (d) the neglect or omission of the Contractor to enforce any such rights;
 - (e) the winding-up, bankruptcy or death of the Subcontractor or any party to the Documents;
 - (f) the lack of power of any Guarantor to enter into this Guarantee and Indemnity;

- (g) any other obligation arising between the Contractor and the Subcontractor being or becoming unenforceable in whole or in part for any reason;
- (h) any release or discharge of the Debts, the Subcontractor, the Documents or any other security or person;
- (i) any other person who is intended to execute this Guarantee and Indemnity or be a guarantor not executing this Guarantee and Indemnity or being bound;
- (j) reduction of the Debt to nil;
- (k) any change in the name, style, constitution or otherwise of the Subcontractor or any other person;
- (l) where the Subcontractor is or becomes a partnership or firm, any change that may be made whether by death or otherwise in the partnership or firm or of any persons at any time constituting or trading under the name of the partnership or firm;
- (m) any other matter or thing.

6. PRINCIPAL OBLIGATION

- 6.1 This Guarantee and Indemnity is a principal obligation and will not be treated as ancillary or collateral to any other obligation to the intent that this Guarantee and Indemnity is enforceable notwithstanding that the Subcontract Agreement and any associated Documents or any other obligations arising between the Contractor and the Subcontractor or any other person becomes in whole or part unenforceable for any reason.
- 6.2 This Guarantee and Indemnity is in addition to and not in substitution for any other rights which the Contractor may have.
- 6.3 The Guarantor acknowledges that it has not relied on any warranty or representation made by or on behalf of the Contractor to induce it to enter this Guarantee and Indemnity and that it has made and will continue to make without reliance on the Contractor its own independent investigation of the financial condition, performance by the Subcontractor and its employees and that the Lender has no duty or responsibility at any time to provide the Guarantor with any information relating to the condition and other affairs of the Subcontractor or any other person.
- 6.4 The Contractor may release or compromise the obligations of any one or more Guarantor, without affecting the liability of the remaining Guarantors.

7. OTHER SECURITY

- 7.1 This Guarantee and Indemnity will not prejudicially affect or be prejudicially affected by any other security guarantee or indemnity at any time held by the Contractor and such security guarantee or indemnity will be deemed to be collateral and the Guarantor must not as against the Contractor in any way claim the benefit or seek the transfer of any security guarantee or indemnity or any part of them.

8. LIQUIDATION OR BANKRUPTCY OF THE SUBCONTRACTOR

- 8.1 In the event of the liquidation or bankruptcy of the Subcontractor:
 - (a) the Guarantor will not prove in such liquidation or bankruptcy in competition with the Contractor without the Contractor's prior written consent;
 - (b) the Guarantor will immediately, if required by the Contractor, in writing prove in any such liquidation or bankruptcy for all money owed to the Guarantor and will not exercise or attempt to exercise any right of set off against the Subcontractor;

9. INDEMNITY

- 9.1 Notwithstanding anything contained in this Guarantee and Indemnity and that the whole or any part of this Contract may be irrecoverable from the Subcontractor by the Contractor (whether by reason of any legal limitation, or in the capacity in which the Subcontractor is purporting to act or any other fact, matter or circumstance whatsoever and whether or not any of the transactions relating to such performance has been void ab initio or has been subsequently avoided or whether or not any of the matters or facts relating thereto have been or ought to have been within the knowledge of the Contractor) whereby the whole or any part of such money in respect to failure of performance under the Subcontract Agreement is not recoverable by the Contractor from the Guarantor as a surety, then and in any such case the Guarantor as a separate and additional liability under this Deed hereby indemnifies the Contractor in respect of such money and as principal debtor agrees with the Contractor to pay to the Contractor on demand an amount equal to the amount of such money and the terms of this Deed shall mutatis mutandis apply as far as possible to this indemnity and the money covered by this indemnity shall be deemed to be part of the Debt.

10. Charge over Personal Property Collateral of the Guarantor

- 10.1 The Guarantor as the beneficial owner states that it is absolutely entitled to grant this security interest and hereby charges in favour of the Contractor all his personal property present and future and wheresoever situated with the payment to the Contractor of all monies secured by this Deed. Such security interest shall be a non-circulating and specific security interest on all of the abovementioned personal property now or in the future belonging to the Guarantor and a circulating security interest on all other assets and property of the Guarantor.
- 10.2 The Guarantor must not create any security interest ranking in priority or of equal rank to this Deed without first obtaining the Contractor's written consent. The Guarantor must not before this circulating security interest becomes non-circulating create a security interest on any of his Personal Property.

- 10.3 In the event of the Guarantor's default of this Deed, the Contractor may appoint a receiver and or manager of the Guarantor as the case may be without derogating from its other rights under this Deed.
- 10.4 The Guarantor irrevocably appoints the Contractor and any receiver or manager appointed by the Contractor to be the Guarantor's joint and several attorneys to execute, sign and perform in his name and on his behalf all agreements, deeds, Instruments, acts and things whatsoever which the Guarantor is required or reasonably expected to execute, sign and perform under the covenants contained in this Deed and generally to use the Guarantor's name in the exercise of all or any of the powers conferred on the Contractor or any receiver or manager appointed by the Contractor as the case may be.
11. **Charge over Real Property of Guarantor**
- 11.1 To the extent that any monies remain outstanding between the Guarantor and the Contractor, that indebtedness shall constitute a charge over any real property held by the Guarantor and such charge may be registered by the Contractor as a charge and constitutes in the Contractor a caveatable interest. The Guarantor shall neither raise complaint nor require the lapsing of a caveat or charge as the case may be where the Contractor registers such interest pursuant to this Deed. This chargeable interest accrues and is applicable under the *Real Property Act 1900* (NSW) and applicable interstate land registration statute and under the Common Law.
12. **Personal Property Securities Act 2009 ("PPSA") Facilitation**
- 12.1 For the purposes of this paragraph
- (a) Financing statement has the meaning given to it by the PPSA;
 - (b) Financing change statement has the meaning given to it by the PPSA;
 - (c) "Security agreement" means the security agreement under the PPSA created between the Guarantor and the Contractor whether described as a security interest, charge or other expression herein and without limiting those other expressions; and
 - (d) "Security interest" has the meaning given to it by the PPSA and without limiting the meaning in the PPSA includes this document however described and when executed as a guarantee.
- 12.2 The Guarantor agrees that the Guarantor's execution of their respective parts of this Deed and the provisions set out herein constitute a security agreement for the purposes of the PPSA and create the security interest as set out in the respective executed document.
- 12.3 The Guarantor shall indemnify or pay the Contractor at the Contractor's sole discretion for all expenses incurred or to be incurred in registering a financing statement or financing change statement in the PPSR or releasing any interest thereunder.
- 12.4 The Guarantor shall not create or cause or set in chain to be created a financing statement or financing change statement in respect of a security interest without the prior written consent of the Contractor.
- 12.5 The Guarantor shall not register, cause to be registered or do any action or execute anything which may enable the registration of a financing statement or a financing change statement in relation to the Personal Property Secured herein in favour of a third party without the prior written consent of the Contractor.
- 12.6 The Guarantor shall immediately advise the Contractor of any material change in its business practices, corporate structure, financial structure and solvency which would otherwise jeopardise the security interests of the Contractor.
- 12.7 The Contractor and the Guarantor agree that sections 96, 115 and 125 of the PPSA do not apply to the security interest created by this Deed.
- 12.8 The Guarantor hereby waives his rights to receive notices under sections 95, 118, 121 (4), 130, 132 (3)(d) and 132 (4) of the PPSA.
- 12.9 The Guarantor waives its, his, her and their rights as a grantor and or a debtor pursuant to sections 142 and 143 of the PPSA.
- 12.10 The parties agree that the Guarantor is the debtor for the purposes of Section 275(6)(a) of the PPSA and that the parties will not disclose information of the kind mentioned in Section 275(1) of the PPSA. This clause constitutes a confidentiality agreement for the purpose of Section 275(6)(a) of the PPSA.
13. **NOTICES**
- 13.1 Any notice or statement to be given or demand to be made upon the Guarantor under this Guarantee and Indemnity:-
- (a) will be effectively signed on behalf of the Contractor if it is executed by the Contractor, any of its officers, its solicitors or its attorney;
 - (b) may be served by being delivered personally or being left at or posted in a prepaid envelope or wrapper to the address of the Guarantor specified in this Guarantee and Indemnity or the registered office, place of business or residence of the Guarantor last known to the Contractor or by being sent to the Guarantor by telex or facsimile transmission.
14. **A demand or notice if:**
- (a) posted will be deemed served two business days after posting;
 - (b) sent by facsimile transmission will be deemed served upon conclusion of transmission.

- 14.2 Any such method of service will be valid and effectual even though the Guarantor does not receive the document or if the document is returned to the Contractor through the post unclaimed.
15. **GOVERNING LAW**
- 15.1 This Guarantee and Indemnity is governed by and construed in accordance with the law for the time being in force in the place specified in New South Wales and the Guarantor agrees to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
16. **ASSIGNMENT**
- 16.1 The Contractor may assign, novate or participate its rights and/or obligations under this Guarantee and Indemnity and/or the Documents and/or any other collateral document or security or any part of them. The Guarantor must execute such documents as in the opinion of the Contractor are reasonably necessary for such purposes. The benefit of all provisions of this Guarantee and Indemnity will ensure mutatis mutandis for the benefit of any such assignee, novatee or participant as if such assignee, novatee or participant was included within the term the "Contractor". The Guarantor must not assign, novate, transfer or deal with its rights or obligations under this Guarantee and Indemnity or under the Documents or any other collateral document or security.
17. **Severability**
- 17.1 If any term, agreement or condition of this Guarantee and Indemnity or the application of this Guarantee and Indemnity to any person or any circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction, it will be severed and none of the remaining terms, agreements, conditions or applications in any other jurisdiction will be affected.
18. **No Representations to the Guarantor**
- 18.1 It is agreed that the Guarantor does not execute this Guarantee and Indemnity as a result of or because of any promise, representation, statement or information of any kind given or offered by or on behalf of the Contractor whether in answer to any enquiry by or on behalf of the Guarantor or not.
19. **FURTHER ASSURANCE AND GOOD FAITH**
- 19.1 Each party must promptly at its own cost do all things (including but not limited to executing all documents) necessary or desirable to give full effect to this Deed.
- 19.2 Each Party must act in good faith, honestly and reasonably in the performance of its obligations under this Deed with the object of achieving the commercial efficacy intended under this deed.
20. **ACCURACY OF INFORMATION**
- 20.1 All information contained in this Deed is true, correct and accurate in all material respects to the best of the Parties' knowledge and is not misleading because of any omission or ambiguity or for any other reason.
21. **INTERPRETATION OF THIS DEED**
- 21.1 The legal doctrine that a construction less favourable to the person putting forward this instrument should be adopted against it shall not apply to this Deed.
22. **DEED IF UNDATED**
- 22.1 If this Deed is undated and there is no contrary intention stated, the date of this Deed is the date of last execution by a party.
23. **TIME IS OF THE ESSENCE**
- 23.1 Time is of the essence in this document in respect of any obligation to pay monies.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first hereinbefore written.

In accordance with Section 126 of the Corporations Act 2001 the authorised agent of the **Contractor** signed in the presence of:

.....

Authorised Agent



.....

Witness Signature



.....

Witness Name

[*If a company]

Executed in accordance with Section 127 of the Corporations Act 2001 the authorised Officers of the **Subcontractor** described at Item A of Schedule 1 of this Contract signed in the presence of:

.....

Director Signature



)
)
)
)

.....

Witness Signature



.....

Director/Secretary Signature

.....

Witness

[*If an individual]

SIGNED SEALED AND DELIVERED **by the**)
Subcontractor **described at Item A of**)
Schedule 1 in the presence of)

.....

Subcontractor



.....

Witness Signature



.....

Witness Name

SCHEDULE

ITEM 1: The Guarantor

of

ITEM 2: The Subcontractor

ITEM 3: The Contractor

ITEM 4:

The Documents

1. Subcontract Agreement dated _____ day of _____ 2020 between the Contractor and the Subcontractor.

2. All document attached to the Subcontract Agreement dated _____.

ITEM 5: Date of Subcontractor Agreement

_____ 2020

ANNEXURE F
WARRANTY DEED

THIS DEED IS EXECUTED ON DAY OF 2020.

PARTIES:

1. The person or entity described at Item 2 of the Schedule of this Deed ("**Contractor**")

AND

2. The person or entity described at Item 1 of the Schedule of this Deed. ("**Subcontractor**").

TERMS OF DEED

RECITALS

- A. The Contractor and Subcontractor have entered into a Subcontract Agreement which is described at Item 3 in the Schedule to this Deed ("**this Contract**").
- B. It is a condition of that Agreement that the Subcontractor will warrant that the work to be performed and all material supplied will comply with all aspects of this Contract and the Scope of Works.
- C. In order to receive payment for the Works performed by the Subcontractor, the Contractor has requested this Deed of Warranty.

1. WARRANTY

- 1.1 The Subcontractor warrants that all work performed, and all materials supplied by the Subcontractor as part of the Works or products and material have complied with:
- (a) in every respect with the requirements of this Contract;
 - (b) the applicable industry standards, including, without limitations, the Building Code of Australia and any applicable Australian standards, to the extent that the quality of materials or standard of workmanship is not specified in this Contract; and
 - (c) being fit for the purposes for which they are required.
- 1.2 The Subcontractor warrants that it has used reasonable skill and care in performing all work associated with the Works as defined in this Contract or products including full compliance with the Scope of Works as detailed in this Contract.
- 1.3 The Subcontractor agrees that the period for which the warranties referred to at Clause 1(1) and 1(2) commences upon the expiry of the Defects Liability Period as defined in this Contract and continues for a period of ten-(10) years.

2. MAKING GOOD OR REPLACEMENT

- 2.1 The Subcontractor promises and undertakes to replace or make good, to the reasonable satisfaction of this Contract, any of the Works for works or products which, within the warranty period defined at Clause 1(3) of this Deed, are found to:
- (a) be of a lower standard or quality than referred to in Clause 1 of this Deed; or
 - (b) have deteriorated to such an extent that they are no longer fit for the purposes for which they were required;
 - (c) be defective;
- 2.2 Nothing in this Clause 2, affects the Subcontractor's liability until any limitation period under statute expires.

3. COSTS

- 3.1 The Subcontractor hereby accepts all liability to meet the reasonable costs of any work necessary:
- (a) to carry out any part of the Works to enable the requirements of Clause 2 of this Deed to be carried out; or
 - (b) restore or make good of the Works after carrying out those requirements,
 - (c) whichever the Contractor requires.

4. INDEMNITY

- 4.1 The Subcontractor indemnifies and keeps indemnified the Contractor against claims, actions and loss or damage arising out of breach by the Subcontractor.

INITIALS HERE

5. **NOTICE OF DEFECTS**

5.1 The Contractor may notify the Subcontractor in writing if it considers there have been any breach of the provisions of this Deed.

6. **REMEDY**

6.1 The Subcontractor must remedy the breaches notified to it under this Deed within the reasonable time after the Contractor gives notice but no later than seven (7) days from the date of any notice.

7. **FAILURE TO REMEDY**

7.1 If the Subcontractor fails to carry out and complete the Works specified in the Contractor's notice within the period determined by the Contractor to be reasonable in the circumstances or within seven (7) days of being served with the notice, the Contractor may give written notice to the Subcontractor that the Contractor intends to have the work carried out by others. This notice must allow a reasonable period of time for the Subcontractor to respond.

7.2 If the Subcontract fails to complete the work by the date specified in Clause 7(1), or another date agreed by the parties, the Contractor may have the work carried out by others, and a Subcontractor indemnifies the Contractor for the reasonable costs and expenses of doing so.

8. **URGENT ACTION BY CONTRACTOR**

8.1 The Contractor may take any urgent action it deems necessary to protect the Works, other property or people as a result of a breach.

8.2 The Subcontractor agrees that the Contractor taking such action does not affect any obligation of the Subcontractor under this Deed.

8.3 The Subcontractor indemnifies the Contractor for the reasonable costs and expenses paid or payable and associated in taking action.

9. **ASSIGNMENT**

9.1 The Contractor may assign the benefit of this Deed to the owner or operating authority of the Works and must give notice of that assignment to the Subcontractor.

10. **RELIANCE**

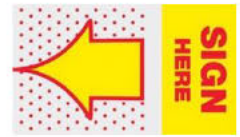
10.1 The Contractor has relied upon this Deed of Warranty in relation to the Works and any Payment Claim as defined in this Contract made by the Subcontractor in making any payments to the Subcontractor.

INITIALS HERE

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first hereinbefore written.

In accordance with Section 126 of the
Corporations Act 2001 the authorised agent
of the **Contractor** signed in the presence of:

)
)
)



.....
Authorised Agent



.....
Witness Signature

.....
Witness Name

*[*If a company]*

Executed in accordance with Section 127 of the
Corporations Act 2001 the authorised
Officers of the **Subcontractor** described at
Item 1 of the Schedule to this Deed
signed in the presence of:

)
)
)
)
)

.....
Director

.....
Director/Secretary



.....
Witness Signature

.....
Witness Name

*[*If an individual]*

SIGNED SEALED AND DELIVERED by the
Subcontractor **described at Item A of**
Schedule 1 in the presence of

)
)
)



.....
Subcontractor



.....
Witness Signature

.....
Witness Name

INITIALS HERE

SCHEDULE

ITEM 1: The Subcontractor

ITEM 2: The Contractor

ITEM 3: Date of Subcontractor Agreement

_____ 2020

INITIALS HERE

ANNEXURE H
TRANSMITTAL & DOCUMENT REGISTER

Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|------------------------------------|----------------------------------|----------|--------------|---------------|--|
| For Coordination - Architect Plans | | | | | |
| A-0200 | GRID SETOUT | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0200A | PILE SETOUT - SHEET 1 | 2 | 21/4/2020 | 22/4/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0200B | PILE SETOUT - SHEET 2 | 2 | 21/4/2020 | 22/4/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0201A | BASEMENT 2 PLAN - SHEET 1 | 09 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0201B | BASEMENT 2 PLAN - SHEET 2 | 8 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0202A | BASEMENT 1 PLAN - SHEET 1 | 09 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0202B | BASEMENT 1 PLAN - SHEET 2 | 8 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0203A | LOWER GROUND FLOORPLAN - SHEET 1 | 08 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0203B | LOWER GROUND FLOORPLAN - SHEET 2 | 10 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0204A | GROUND LEVEL FLOORPLAN - SHEET 1 | 07 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0204B | GROUND LEVEL FLOORPLAN - SHEET 2 | 8 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0205A | UPPER GROUND FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0205B | UPPER GROUND FLOORPLAN - SHEET 2 | 7 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0206A | LEVEL 2 FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0206B | LEVEL 2 FLOORPLAN - SHEET 2 | 7 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0207A | LEVEL 3 FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0207B | LEVEL 3 FLOORPLAN - SHEET 2 | 7 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0208A | LEVEL 4 FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0208B | LEVEL 4 FLOORPLAN - SHEET 2 | 6 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0209 | LEVEL 5 FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0210 | LEVEL 6 FLOORPLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0211 | ROOF PLAN - SHEET 1 | 06 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------|--|----------|--------------|---------------|--|
| | | | | | (23/1/20) |
| A-0220 | ADAPTABLE UNITS | 1 | 17/4/2020 | 20/4/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0301 | NORTH ELEVATION | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0302 | SOUTH ELEVATION | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0303 | EAST ELEVATION | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0304 | WEST ELEVATION | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0401 | SECTION A | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0402 | SECTION B | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0403 | SECTION C & D | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0404 | SECTION E | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0405 | SECTION F | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0406 | SECTION G | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0407 | SECTION H | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0501A | BASEMENT 2 CONCRETE SETOUT - SHEET 1 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0501B | BASEMENT 2 CONCRETE SETOUT - SHEET 2 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0502A | BASEMENT 1 CONCRETE SETOUT - SHEET 1 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0502B | BASEMENT 1 CONCRETE SETOUT - SHEET 2 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0503A | LOWER GROUND CONCRETE SETOUT - SHEET 1 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0503B | LOWER GROUND CONCRETE SETOUT - SHEET 2 | 3 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0600 | WALL TYPE LEGEND | 01 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0601 | BASEMENT 2 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0602 | BASEMENT 1 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0603 | LG LEVEL WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0604 | GROUND LEVEL WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0605 | UG LEVEL WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------|----------------------------------|----------|--------------|---------------|--|
| | | | | | (23/1/20) |
| A-0606 | LEVEL 2 WALL SETOUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0607 | LEVEL 3 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0608 | LEVEL 4 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0609 | LEVEL 5 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0610 | LEVEL 6 WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0611 | ROOF LEVEL WALL SET OUT | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0701 | BASEMENT 2 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0702 | BASEMENT 1 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0703 | LOWER GROUND LEVEL - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0704 | GROUND LEVEL - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0705 | UPPER GROUND LEVEL - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0706 | LEVEL 2 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0707 | LEVEL 3 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0708 | LEVEL 4 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0709 | LEVEL 5 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0710 | LEVEL 6 - RCP | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0801 | FIRE STAIR SETOUT (FS A1 & FS A) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0802 | FIRE STAIR SETOUT (FS B1 & FS B) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0803 | FIRE STAIR SETOUT (FS C1 & FS C) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0804 | FIRE STAIR SETOUT (FS D1 & FS D) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0805 | FIRE STAIR SETOUT (FS E1 & FS E) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-0806 | FIRE STAIR SETOUT (FS F1 & FS F) | 1 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| A-1101 | DOOR SCHEDULE 01 | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-1102 | WINDOW SCHEDULE 01 | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|--|--|----------|--------------|---------------|--|
| | | | | | (23/1/20) |
| A-1103 | WINDOW SCHEDULE 02 | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| A-1104 | WINDOW SCHEDULE 03 | 01 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| Transmittal Sheet - Architect Sheet 1 of 1 | Architectural Document Register + Transmittal Record | 09 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| Transmittal Sheet - Architect Sheet 2 of 2 | Architectural Document Register + Transmittal Record | 10 | 27/5/2020 | 27/5/2020 | For Coordination - Architect Plans (23/1/20) |
| Section 4.55 Architect Plans | | | | | |
| A-000 | COVER SHEET | 6 | | | S4.55 Architectural Drawings |
| A-2B1 | RL 11.00 BASEMENT 1 | 6 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-2B2 | RL 8.00 BASEMENT 2 | 7 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-010 | PROJECT SUMMARY | 6 | | | S4.55 Architectural Drawings |
| A-110 | SITE PLAN | 5 | | | S4.55 Architectural Drawings |
| A-180 | EXISTING / DEMOLITION PLAN | G | | | S4.55 Architectural Drawings |
| A-201 | RL 14.00 LOWER GROUND LEVEL | 6 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-202 | RL 17.00 GROUND LEVEL | 6 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-203 | RL 20.00 UPPER GROUND LEVEL | 6 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-204 | RL 23.00 LEVEL 2 | 7 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-205 | RL 26.00 LEVEL 3 | 7 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-206 | RL 29.00 LEVEL 4 | 6 | | 1/10/2019 | S4.55 Architectural Drawings |
| A-207 | RL 32.00 LEVEL 5 | 5 | | | S4.55 Architectural Drawings |
| A-208 | RL 35.00 LEVEL 6 | 5 | | | S4.55 Architectural Drawings |
| A-209 | ROOF PLAN | 5 | | | S4.55 Architectural Drawings |
| A-250 | ADAPTABLE APARTMENTS | 5 | | | S4.55 Architectural Drawings |
| A-301 | N-S ELEVATIONS | 5 | | | S4.55 Architectural Drawings |
| A-302 | E-W ELEVATIONS | 5 | | | S4.55 Architectural Drawings |
| A-310 | PRIVACY SCREENS | 5 | | | S4.55 Architectural Drawings |
| A-401 | SECTIONS I | 5 | | | S4.55 Architectural Drawings |
| A-402 | SECTIONS II | 5 | | | S4.55 Architectural Drawings |
| A-701 | PERSPECTIVES I | 5 | | | S4.55 Architectural Drawings |
| A-702 | PERSPECTIVES II | 5 | | | S4.55 Architectural Drawings |
| A-801 | SHADOW DIAGRAMS | 5 | | | S4.55 Architectural Drawings |
| A-820 | PROJECT NO. | 5 | | | S4.55 Architectural Drawings |
| A-850 | GFA CALCULATIONS | 5 | | | S4.55 Architectural Drawings |
| A-852 | CROSS VENTILATION DIAGRAMS | 5 | | | S4.55 Architectural Drawings |
| A-853 | SOLAR ACCESS DIAGRAMS | 5 | | | S4.55 Architectural Drawings |
| Structural Plans | | | | | |
| S0000 | COVER SHEET | B | 25/5/2020 | 25/5/2020 | Structural |
| S0001 | NOTES SHEET | A | 25/5/2020 | 25/5/2020 | Structural |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-------------|---|----------|--------------|---------------|--------------------------|
| S0101 | SHORING AND BULK EXCAVATION PLAN SHEET 1 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0102 | SHORING AND BULK EXCAVATION PLAN SHEET 2 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0111 | SHORING WALL ELEVATIONS SHEET 1 | D | 5/3/2020 | 5/3/2020 | Structural |
| S0112 | SHORING WALL ELEVATIONS SHEET 2 | C | 4/3/2020 | 4/3/2020 | Structural |
| S0113 | SHORING WALL ELEVATIONS SHEET 3 | A | 29/11/2019 | 29/11/2019 | CC Structural (29/11/19) |
| S0115 | SHORING WALL SECTIONS SHEET 1 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0116 | SHORING WALL SECTIONS SHEET 2 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0117 | SHORING WALL SECTIONS SHEET 3 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0118 | SHORING WALL SECTIONS SHEET 4 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0121 | SHORING WALL DETAILS SHEET 1 | C | 4/3/2020 | 4/3/2020 | Structural |
| S0122 | SHORING WALL DETAILS SHEET 2 | B | 4/3/2020 | 4/3/2020 | Structural |
| S0201 | FOOTING PLAN - SHEET 1 | D | 25/5/2020 | 25/5/2020 | Structural |
| S0211 | FOOTING PLAN - SHEET 2 | E | 25/5/2020 | 25/5/2020 | Structural |
| S0251 | FOOTING DETAILS SHEET 1 | E | 25/5/2020 | 25/5/2020 | Structural |
| S0301 | COLUMN SCHEDULE - SHEET 1 | D | 25/5/2020 | 25/5/2020 | Structural |
| S0302 | COLUMN SCHEDULE - SHEET 2 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0303 | COLUMN SCHEDULE SHEET 3 | A | 23/4/2020 | 23/4/2020 | Structural |
| S0311 | COLUMN DETAILS - SHEET 1 | D | 25/5/2020 | 25/5/2020 | Structural |
| S0401 | WALL ELEVATIONS - SHEET 1 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0402 | WALL ELEVATIONS - SHEET 2 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0403 | WALL ELEVATIONS - SHEET 3 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0404 | WALL ELEVATIONS - SHEET 4 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0405 | WALL ELEVATIONS - SHEET 5 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0407 | WALL ELEVATIONS SHEET 7 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0408 | WALL ELEVATIONS SHEET 8 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0409 | WALL ELEVATIONS SHEET 9 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0421 | WALL DETAILS SHEET 1 | C | 25/5/2020 | 25/5/2020 | Structural |
| S0422 | WALL DETAILS SHEET 2 | A | 25/5/2020 | 25/5/2020 | Structural |
| S0423 | WALL DETAILS SHEET 3 | A | 25/5/2020 | 25/5/2020 | Structural |
| S0501 | STAIR ELEVATIONS | A | 25/5/2020 | 26/5/2020 | Structural |
| S0521 | STAIR DETAILS SHEET 1 | A | 25/5/2020 | 26/5/2020 | Structural |
| S0522 | STAIR DETAILS SHEET 2 | A | 25/5/2020 | 26/5/2020 | Structural |
| S0601 | RAMP PLANS SHEET 1 | A | 25/5/2020 | 25/5/2020 | Structural |
| S0621 | RAMP DETAILS | A | 25/5/2020 | 25/5/2020 | Structural |
| S0701 | BASEMENT LEVEL B2 CONCRETE OUTLINE PLAN - SHEET 1 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0711 | BASEMENT LEVEL B2 CONCRETE OUTLINE PLAN - SHEET 2 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0715 | BASEMENT LEVEL B2 DETAILS | B | 25/5/2020 | 25/5/2020 | Structural |
| S0751 | BASEMENT LEVEL B1 CONCRETE OUTLINE PLAN - SHEET 1 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0752 | BASEMENT LEVEL B1 BOTTOM REINFORCEMENT PLAN - SHEET 1 | B | 25/5/2020 | 25/5/2020 | Structural |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|--------------------------|--|----------|--------------|---------------|--------------------------|
| S0753 | BASEMENT LEVEL B1 BOTTOM REINFORCEMENT PLAN - SHEET 2 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0754 | BASEMENT LEVEL B1 TOP REINFORCEMENT - SHEET 1 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0755 | BASEMENT LEVEL B1 TOP REINFORCEMENT PLAN - SHEET 2 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0756 | BASEMENT LEVEL B1 TOP EXTRA REINFORCEMENT - SHEET 1 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0757 | BASEMENT LEVEL B1 TOP EXTRA REINFORCEMENT - SHEET 2 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0758 | BASEMENT LEVEL B1 PUNCHING SHEAR PLAN - SHEET 1 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0759 | BASEMENT LEVEL B1 PUNCHING SHEAR PLAN - SHEET 2 | B | 25/5/2020 | 25/5/2020 | Structural |
| S0761 | BASEMENT LEVEL B1 CONCRETE OUTLINE PLAN - SHEET 2 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0771 | BASEMENT LEVEL B1 DETAILS | B | 25/5/2020 | 25/5/2020 | Structural |
| S0781 | OSD TANK PLANS AND SECTIONS | A | 25/5/2020 | 26/5/2020 | Structural |
| S0801 | LOWER GROUND FLOOR CONCRETE OUTLINE PLAN - SHEET 1 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0802 | LOWER GROUND BOTTOM REINFORCEMENT PLAN - SHEET 1 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0803 | LOWER GROUND TOP REINFORCEMENT PLAN - SHEET 1 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0804 | LOWER GROUND TOP EXTRA REINFORCEMENT PLAN - SHEET 1 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0805 | LOWER GROUND PUNCHING SHEAR REINFORCEMENT PLAN - SHEET 1 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0810 | LOWER GROUND LOADING PLAN | A | 25/5/2020 | 25/5/2020 | Structural |
| S0811 | LOWER GROUND FLOOR CONCRETE OUTLINE PLAN - SHEET 2 | D | 29/5/2020 | 29/5/2020 | Structural |
| S0821 | LOWER GROUND FLOOR SECTIONS AND DETAILS SHEET 1 | C | 29/5/2020 | 29/5/2020 | Structural |
| S0822 | LOWER GROUND FLOOR SECTIONS AND DETAILS SHEET 2 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0823 | LOWER GROUND FLOOR SECTIONS AND DETAILS SHEET 3 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0824 | LOWER GROUND FLOOR SECTIONS AND DETAILS SHEET 4 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0825 | LOWER GROUND FLOOR SECTIONS AND DETAILS SHEET 5 | B | 29/5/2020 | 29/5/2020 | Structural |
| S0851 | GROUND FLOOR CONCRETE OUTLINE PLAN - SHEET 1 | A | 23/4/2020 | 23/4/2020 | Structural |
| S0861 | GROUND FLOOR CONCRETE OUTLINE PLAN SHEET 2 | 8 | 24/3/2020 | 24/3/2020 | Structural |
| S0901 | UPPER GROUND FLOOR CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S0911 | UPPER GROUND FLOOR CONCRETE OUTLINE PLAN - SHEET 2 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S2001 | LEVEL 2 CONCRETE OUTLINE PLAN - SHEET 1 | 8 | 24/3/2020 | 24/3/2020 | Structural |
| S2011 | LEVEL 2 CONCRETE OUTLINE PLAN - SHEET 2 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S3001 | LEVEL 3 CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S3011 | LEVEL 3 CONCRETE OUTLINE PLAN - SHEET 2 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S4001 | LEVEL 4 CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S4011 | LEVEL 4 CONCRETE OUTLINE PLAN - SHEET 2 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S5001 | LEVEL 5 CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S6001 | LEVEL 6 CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| S7001 | ROOF CONCRETE OUTLINE PLAN - SHEET 1 | 7 | 24/3/2020 | 24/3/2020 | Structural |
| Transmittal Sheet 1 of 3 | Transmittal Sheet 1 of 3 | 29 | 29/5/2020 | 29/5/2020 | Structural |
| Transmittal Sheet 2 of 3 | Transmittal Sheet 2 of 3 | 29 | 29/5/2020 | 29/5/2020 | Structural |
| Transmittal Sheet 3 of 3 | Transmittal Sheet 3 of 3 | 2 | 29/5/2020 | 29/5/2020 | Structural |
| CC Stormwater | | | | | |
| C000 | COVER SHEET | A | 24/4/2020 | 24/4/2020 | CC Stormwater (10/10/19) |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---------------------------|--|----------|--------------|---------------|--------------------------|
| C100 | STORMWATER MANAGEMENT PLAN - BASEMENT 2 | B | 22/5/2020 | 22/5/2020 | CC Stormwater (10/10/19) |
| C101 | STORMWATER MANAGEMENT PLAN - BASEMENT 1 | C | 25/5/2020 | 25/5/2020 | CC Stormwater (10/10/19) |
| C102 | STORMWATER MANAGEMENT PLAN - LOWER GROUND FLOOR | C | 25/5/2020 | 25/5/2020 | CC Stormwater (10/10/19) |
| C103 | STORMWATER MANAGEMENT PLAN - GROUND FLOOR | A | 24/4/2020 | 24/4/2020 | CC Stormwater (10/10/19) |
| C200 | DRAINAGE DETAILS - SHEET 1 | B | 22/5/2020 | 22/5/2020 | CC Stormwater (10/10/19) |
| C201 | DRAINAGE DETAILS - SHEET 2 | B | 22/5/2020 | 22/5/2020 | CC Stormwater (10/10/19) |
| C202 | DRAINAGE DETAILS - SHEET 3 | B | 22/5/2020 | 22/5/2020 | CC Stormwater (10/10/19) |
| C203 | DRAINAGE DETAILS SHEET - 4 | B | 22/5/2020 | 22/5/2020 | CC Stormwater (10/10/19) |
| C300 | SEDIMENT & EROSION CONTROL PLAN | A | 24/4/2020 | 24/4/2020 | CC Stormwater (10/10/19) |
| C301 | SEDIMENT & EROSION CONTROL DETAILS | A | 24/4/2020 | 24/4/2020 | CC Stormwater (10/10/19) |
| C400 | MUSIC CATCHMENT PLAN AND MODEL | A | 24/4/2020 | 24/4/2020 | CC Stormwater (10/10/19) |
| TRANSMITTAL SHEET 1 OF 1 | TRANSMITTAL SHEET 1 OF 1 | C | 25/5/2020 | 25/5/2020 | CC Stormwater (10/10/19) |
| Level 3 HV Design | | | | | |
| Sheet 1 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2020 | Level 3 HV Design |
| Sheet 2 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 0 | 9/12/2019 | 12/12/2020 | Level 3 HV Design |
| Sheet 3 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 4 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 5 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 6 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 7 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 8 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 9 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 10 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 0 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 11 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| Sheet 12 of 12 | ESTABLISH SC SUBSTATION S.31440 "PUNCHBOWL SCOTT No.2" | 1 | 9/12/2019 | 12/12/2019 | Level 3 HV Design |
| RMS - Civil Design | | | | | |
| SHEET 1 OF 10 | COVER SHEET | D | | | RMS - Civil Design |
| SHEET 2 OF 10 | LAYOUT PLAN | D | | | RMS - Civil Design |
| SHEET 3 OF 10 | LONG SECTIONS KERB & GUTTER | D | | | RMS - Civil Design |
| SHEET 4 OF 10 | LONG SECTION KERB & GUTTER | D | | | RMS - Civil Design |
| SHEET 5 OF 10 | X-SECTIONS | D | | | RMS - Civil Design |
| SHEET 6 OF 10 | LAYOUT PLAN | D | | | RMS - Civil Design |
| SHEET 7 OF 10 | LONG SECTION VHin PART A | D | | | RMS - Civil Design |
| SHEET 8 OF 10 | LONG SECTION VHin PART B | D | | | RMS - Civil Design |
| SHEET 9 OF 10 | LONG SECTION VHout PART A | D | | | RMS - Civil Design |
| SHEET 10 OF 10 | LONG SECTION VHout PART B | D | | | RMS - Civil Design |
| Marketing Plans | | | | | |
| A-01 | BUILDING A APARTMENT TYPE A-01 | 0 | | | Marketing Plans |
| A-02 | BUILDING A APARTMENT TYPE A-02 | 0 | | | Marketing Plans |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|----------------|---|----------|--------------|---------------|-----------------|
| A-03 | BUILDING A APARTMENT TYPE A-03 | 0 | | | Marketing Plans |
| B-01 | BUILDING B APARTMENT TYPE B-01 | 0 | | | Marketing Plans |
| B-02 | BUILDING B APARTMENT TYPE B-02 | 0 | | | Marketing Plans |
| B-03 | BUILDING B APARTMENT TYPE B-03 | 0 | | | Marketing Plans |
| C-01 | BUILDING C APARTMENT TYPE C-01 | 0 | | | Marketing Plans |
| C-02 | BUILDING C APARTMENT TYPE C-02 | 0 | | | Marketing Plans |
| C-03 | BUILDING C APARTMENT TYPE C-03 | 0 | | | Marketing Plans |
| C-04 | BUILDING C APARTMENT TYPE C-04 | 0 | | | Marketing Plans |
| D-01 | BUILDING D APARTMENT TYPE D-01 | 0 | | | Marketing Plans |
| D-02 | BUILDING D APARTMENT TYPE D-02 | 0 | | | Marketing Plans |
| D-03 | BUILDING D APARTMENT TYPE D-03 | 0 | | | Marketing Plans |
| D-04 | BUILDING D APARTMENT TYPE D-04 | 0 | | | Marketing Plans |
| D-05 ADAPTABLE | BUILDING D APARTMENT TYPE D-05 (ADAPTABLE) | 0 | | | Marketing Plans |
| D-06 | BUILDING D APARTMENT TYPE D-06 | 0 | | | Marketing Plans |
| D-07 | BUILDING D APARTMENT TYPE D-07 (Similar to D-03) | 0 | | | Marketing Plans |
| D-08 | BUILDING D APARTMENT TYPE D-08 | 0 | | | Marketing Plans |
| D-09 | BUILDING D APARTMENT TYPE D-09 (LHA SILVER LEVEL) | 0 | | | Marketing Plans |
| D-10 | BUILDING D APARTMENT TYPE D-10 (LHA SILVER LEVEL) | 0 | | | Marketing Plans |
| D-11 | BUILDING D APARTMENT TYPE D-11 | 0 | | | Marketing Plans |
| D-12 | BUILDING D APARTMENT TYPE D-12 (Similar to D-07) | 0 | | | Marketing Plans |
| D-13 | BUILDING D | 0 | | | Marketing Plans |
| D-14 | BUILDING D APARTMENT TYPE D-14 | 0 | | | Marketing Plans |
| D-15 | BUILDING D APARTMENT TYPE D-15 | 0 | | | Marketing Plans |
| D-16 | BUILDING APARTMENT TYPE D-16 | 0 | | | Marketing Plans |
| D-17 | BUILDING D APARTMENT TYPE D-17 | 0 | | | Marketing Plans |
| D-18 | BUILDING D APARTMENT TYPE D-18 | 0 | | | Marketing Plans |
| D-19 | BUILDING D APARTMENT TYPE D-19 | 0 | | | Marketing Plans |
| D-20 | BUILDING D APARTMENT TYPE D-20 | 0 | | | Marketing Plans |
| E-01 | BUILDING E APARTMENT TYPE E-01 | 0 | | | Marketing Plans |
| E-02 | BUILDING E APARTMENT TYPE E-02 | 0 | | | Marketing Plans |
| E-03 | BUILDING E APARTMENT TYPE E-03 | 0 | | | Marketing Plans |
| E-04 | BUILDING E APARTMENT TYPE E-04 | 0 | | | Marketing Plans |
| E-05 ADAPTABLE | BUILDING E APARTMENT TYPE E-05 | 0 | | | Marketing Plans |
| E-06 | BUILDING E APARTMENT TYPE E-06 | 0 | | | Marketing Plans |
| E-07 | BUILDING E APARTMENT TYPE E-07 | 0 | | | Marketing Plans |
| E-08 | BUILDING E APARTMENT TYPE E-08 | 0 | | | Marketing Plans |
| E-09 | BUILDING E APARTMENT TYPE E-09 | 0 | | | Marketing Plans |
| E-10 | BUILDING E APARTMENT TYPE E-10 | 0 | | | Marketing Plans |
| F-01 | BUILDING F APARTMENT TYPE F-01 (ADAPTABLE) | 0 | | | Marketing Plans |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|-----------------------------------|--|----------|--------------|---------------|--|
| F-02 | BUILDING F APARTMENT TYPE F-02 | 0 | | | Marketing Plans |
| F-03 | BUILDING F APARTMENT TYPE F-03 | 0 | | | Marketing Plans |
| F-04 | BUILDING F APARTMENT TYPE F-04 | 0 | | | Marketing Plans |
| F-05 | BUILDING F APARTMENT TYPE F-05 | 0 | | | Marketing Plans |
| F-06 | BUILDING F APARTMENT TYPE F-06 | 0 | | | Marketing Plans |
| F-07 | BUILDING F APARTMENT TYPE F-07 | 0 | | | Marketing Plans |
| F-08 | BUILDING F APARTMENT TYPE F-08 | 0 | | | Marketing Plans |
| F-09 | BUILDING F APARTMENT TYPE F-09 | 0 | | | Marketing Plans |
| F-10 | BUILDING F APARTMENT TYPE F-10 | 0 | | | Marketing Plans |
| F-11 | BUILDING F APARTMENT TYPE F-11 | 0 | | | Marketing Plans |
| F-12 | BUILDING F APARTMENT TYPE F-12 | 0 | | | Marketing Plans |
| Telecommunications | | | | | |
| Transmittal Sheet - Architect | Architectural Document Register + Transmittal Record | 02 | 18/3/2020 | 18/3/2020 | For Coordination - Architect Plans (23/1/20) |
| DA Landscape | | | | | |
| LA-01 | LANDSCAPE PLAN | 4 | 9/1/2020 | 9/1/2020 | DA Landscape |
| LA-02 | SECTION & SCHEDULE | 4 | 9/1/2020 | 9/1/2020 | DA Landscape |
| DA Stormwater | | | | | |
| H-01 | COVER SHEET & SURVEY | B | | | DA Stormwater |
| H-02 | BASEMENT 2 PLAN | B | | | DA Stormwater |
| H-03 | BASEMENT 1 PLAN | B | | | DA Stormwater |
| H-04 | LOWER GROUND FLOOR PLAN | B | | | DA Stormwater |
| H-05 | GROUND FLOOR PLAN | B | | | DA Stormwater |
| H-06 | UPPER GROUND FLOOR PLAN | B | | | DA Stormwater |
| H-07 | LEVEL 2 PLAN | B | | | DA Stormwater |
| H-08 | LEVEL 3 PLAN | B | | | DA Stormwater |
| H-09 | LEVEL 4 PLAN | B | | | DA Stormwater |
| H-10 | LEVEL 5 PLAN | B | | | DA Stormwater |
| H-11 | LEVEL 6 PLAN | B | | | DA Stormwater |
| H-12 | ROOF PLAN | B | | | DA Stormwater |
| H-13 | DETAILS | B | | | DA Stormwater |
| H-14 | LONG SECTION OF EXISTING EASEMENT | B | | | DA Stormwater |
| Mechanical | | | | | |
| Document Transmittal - Mechanical | Document Transmittal - Mechanical | 0 | 11/5/2020 | 20/5/2020 | Mechanical (11/5/20) |
| MF-06 | BASEMENT 2 | 4 | 27/5/2020 | 29/5/2020 | Mechanical (11/5/20) |
| MF-07 | BASEMENT 1 | 5 | 27/5/2020 | 29/5/2020 | Mechanical (11/5/20) |
| MF-08 | LOWER GROUND FLOOR PLAN | 2 | 11/5/2020 | 20/5/2020 | Mechanical (11/5/20) |
| MF-09 | GROUND FLOOR / SITE PLAN | 4 | 27/5/2020 | 29/5/2020 | Mechanical (11/5/20) |
| Electrical | | | | | |

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|--------------------------------------|---|----------|--------------|---------------|-------------------------|
| Document Transmittal - Electrical | Document Transmittal - Electrical | 0 | 11/5/2020 | 11/5/2020 | Electrical (11/5/20) |
| E-001 | SWITCHBOARDS, SINGLE LINE DIAGRAM, NOTES & DETAILS | 1 | 11/5/2020 | 11/5/2020 | Electrical (11/5/20) |
| E-006 | LIGHTING, EMERGENCY LIGHTING, EXIT SIGNS AND FIRE DETECTION LAYOUT - BUILDINGS E & F - LOWER GROUND | 2 | 11/5/2020 | 11/5/2020 | Electrical (11/5/20) |
| E-007 | LIGHTING, EMERGENCY LIGHTING, EXIT SIGNS AND FIRE DETECTION LAYOUT - BUILDINGS C, E, & F - GROUND | 2 | 11/5/2020 | 11/5/2020 | Electrical (11/5/20) |
| E-014 | CABLE TRAY LAYOUT BASEMENT B1 | 1 | 11/5/2020 | 11/5/2020 | Electrical (11/5/20) |
| Fire Services | | | | | |
| Document Transmittal - Fire Services | Document Transmittal - Fire Services | 0 | 14/5/2020 | 20/5/2020 | Fire Services (14/5/20) |
| FS-02 | LOWER GROUND FLOOR PLAN | 1 | 14/5/2020 | 20/5/2020 | Fire Services (14/5/20) |
| FS-03 | BASEMENT 1 | 1 | 14/5/2020 | 20/5/2020 | Fire Services (14/5/20) |
| FS-04 | BASEMENT 2 | 1 | 14/5/2020 | 20/5/2020 | Fire Services (14/5/20) |
| FS-05 | GROUND FLOOR / SITE PLAN | 1 | 14/5/2020 | 20/5/2020 | Fire Services (14/5/20) |
| Hydraulic | | | | | |
| Document Transmittal - Hydraulic | Document Transmittal - Hydraulic | 0 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-002 | BASEMENT 2 | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-003 | BASEMENT 1 | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-004 | Lower Ground | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-005 | GROUND FLOOR | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-014 | SANITARY PLUMBING & DRAINAGE DIAGRAMMATIC | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |
| H-016 | WATER and FIRE SERVICES DIAGRAMMATIC | 3 | 18/5/2020 | 20/5/2020 | Hydraulic (18/5/20) |

</tbody> /table>

| Document Register | | |
|---|---------------|------------|
| 27-35 Punchbowl Road, Belfield | | |
| Document Name | Document Date | Sent Date |
| Invitation to Tender | 27/09/2019 | 22/04/2020 |
| Access Report Vista Architects | 13/09/2019 | 22/04/2020 |
| Access Markups - NW Access | 7/05/2020 | 7/05/2020 |
| BCA Report | 6/05/2019 | 22/04/2020 |
| DA Approved Acoustics | 17/11/2015 | 22/04/2020 |
| Acoustic Report - Koikas Acoustics | 7/05/2020 | 7/05/2020 |
| FEBQ | 8/04/2020 | 22/04/2020 |
| Fire Engineer Markups | 24/03/2020 | 22/04/2020 |
| Section J and Basix Report - Certified Energy | 22/04/2020 | 22/04/2020 |
| CTMP | 12/05/2019 | 22/04/2020 |
| Notice of Determination (DA Consent) | 15/06/2017 | 22/04/2020 |
| Hazardous Material Survey | 24/05/2019 | 22/04/2020 |
| Remediation Action Plan | 28/05/2019 | 22/04/2020 |
| S96 Approval | 8/06/2018 | 22/04/2020 |
| Schedule of Finishes | 12/08/2019 | 22/04/2020 |
| Sewer Diagram | 14/12/2015 | 22/04/2020 |
| Site Survey | 14/09/2016 | 22/04/2020 |
| | | |

ANNEXURE J
PRO FORMA STATUTORY DECLARATION

FORM OF STATUTORY DECLARATION

See overleaf

Statutory Declaration

I, of , do solemnly and sincerely declare as follows:

1. I am the Director of [REDACTED] (Subcontractor).
2. The subcontractor has a contract with Eastern Pacific Design & Construct to execute the Wet Fire Services package as required dated _____
3. All subcontractors, suppliers and consultants engaged by the Subcontractor with respect to work under the Contract have been paid all moneys due and payable to them in respect of work carried out for or materials supplied to the subcontractor.
4. Attached to and forming part of this declaration is a subcontractor's statement given by the subcontractor in its capacity as 'subcontractor' (as that term is defined in the *Workers Compensation Act 1987*, *Pay-roll Tax Act 2007* and *Industrial Relations Act 1996*) (Acts) which is a written statement:
 - (a) under section 175B of the *Workers Compensation Act 1987*, in the form and providing the detail required by that legislation;
 - (b) under Schedule 2, Part 5, ss17-20 *Pay-roll Tax Act 2007*, in the form and providing the detail required by that legislation; and
 - (c) under section 127 of the *Industrial Relations Act 1996*, in the form and providing the detail required by that legislation.
5. The matters which are contained in this declaration and the attached subcontractor's statement are true.
6. If the subcontractor has subcontractors, the subcontractor has received from each of those subcontractors a statutory declaration and subcontractor's statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).
7. All statutory declarations and subcontractor's statements received by the Contractor from subcontractors referred to in clause 3 were:
 - (a) given to the subcontractor in its capacity as 'principal contractor' as defined in the Acts; and
 - (b) given by the subcontractors in their capacity as 'subcontractors' as defined in the Acts.

8. The period of the Contract covered by this declaration and the attached subcontractors' statement is from _____ to _____

Declared at on before me

Justice of the peace/notary public/legal practitioner

Signature of declarant

Full name of witness (print)

Full name of declarant (print)

Address of witness

CERTIFICATE UNDER SECTION 34(1)(c) OF OATHS ACT 1900
(to be given by Justice of the peace/notary public/legal practitioner)

Please cross out any text that does not apply

I _____, a "Justice of the peace/"notary public/*legal practitioner, certify the following matters concerning the making of this *statutory declaration/*affidavit by the person who made it:

1. 'I saw the face of the person;

OR

*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering].

2. "I have known the person for at least 12 months;

OR

*I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was [describe identification document relied on].

ANNEXURE K
DEED OF RELEASE

SUBCONTRACTOR'S DEED OF RELEASE**TO CONTRACTOR** Eastern Pacific Design & Construct**PROJECT** 27-35 Punchbowl Road, Belfield**PRINCIPAL****SUBCONTRACTOR** [REDACTED]**SUBCONTRACT****AGREEMENT NO****Dated 1/06/20**

The Subcontractor agrees that the total monies due under or in any way arising out of the subcontract or the Project is as follows:

Original Subcontract

Variations to Subcontract

Revised Subcontract Sum

LESS Amounts which the Subcontractor acknowledges having receive**LESS** Retention**Leaving a Balance of**

The Subcontractor acknowledges that upon payment of the balance of

the same, together with the payment of retention of
in accordance with the Subcontract

is accepted as the final payment due to the Subcontractor in connection with the said Subcontract; and the Subcontractor hereby releases and forever holds harmless the Main Contractor, its agents, consultants, and employees from all liabilities, claims, damages, expenses and costs howsoever arising out the Subcontract or the relationship between the Subcontractor and Main Contractor 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 of liabilities, claims, damages, expenses or costs arising out of the Subcontract or the relationship to the intent that all issues and questions between the Subcontractor and Main Contractor arising out of the Subcontract or relationship which might but for these presents arise at any time shall be finally settled and the Subcontractor agrees to indemnify and keep indemnified the Main Contractor, its agents, consultants and employees from all such liabilities, claims, damages, expenses and costs provided that the Subcontractor's liability to indemnify the Main Contractor, its agents, consultants, and employees, shall be reduced proportionally to the extent that the act of omission of the Main Contractor, its agents, consultants or employees may have contributed to the loss, damage, injury or death.

Subcontractor hereby certifies that:

- (a) all wages and allowances which become due and payable to all employees of the Subcontractor and its subcontractors who were at any time engaged on the Works under the Subcontract have been paid in full;
- (b) all subcontractors engaged by the Subcontractor on the Works under the Subcontract and suppliers to the Subcontractor of plant, equipment and material for the Works under the Subcontract have been paid in full; and
- (c) all statutory requirements, including but not limited to taxation requirements; workers compensation, public liability insurance premiums; and long service leave, superannuation and redundancy provision requirements have been paid in full;

Signed for and behalf of the

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Dated**Subcontractor****day of****In the presence of****Signature of Witness**