

### 3.0 PRELIMINARIES, COORDINATION AND GENERAL REQUIREMENTS

#### 3.1 GENERAL

- (a) The Subcontract Sum includes all allowances for all supervision, labour, materials, plant and equipment (including crange and hoisting) as necessary to complete the Subcontract Works including as described the Scope of Work and in strict accordance with the Subcontract Documents.
- (b) The Subcontractor will provide full time supervision by a competent, qualified representative, which will be required for the duration of the Subcontract Works. The nominated supervisor will not be removed or replaced without the written agreement of the Contractor.
- (c) The Subcontractor will obtain the consent of the Contractor prior to engaging any Secondary Subcontractors.
- (d) The Subcontractor will carry out all setting out and level surveys associated with their own Subcontract Works, using qualified and experienced personnel based on grids and datum points as provided by others. The Subcontractor shall procure a copy of the certified title plan and ensure that the Subcontract Works are set out and constructed within all Site boundaries, notwithstanding any relevant code tolerance that might otherwise apply to the Subcontract Works.
- (e) Unless stated otherwise elsewhere in this Scope of Work the Subcontractor will provide all block outs, core holing, saw cutting, penetrations, cut-outs, chasing and the like to accommodate their own Subcontract Works, including fire sealing and/or acoustic treatment, caulking, sealant, and make good as required. The Subcontractor will also include water control, clean up, provision of a spotter and allow to confirm location of cables, reinforcement etc in RC slabs, beams and columns with the Contractor prior to commencement of Subcontract Works.
- (f) Working hours as directed by the Contractor. Subcontractors must be ready willing and able to work minimum ten-hour day and six day working weeks and any additional overtime as is required, with no adjustment to the Subcontract Sum.
- (g) The Subcontract Sum allows for the provision of all necessary supervision, first aid personnel and first aid facilities including for Subcontract Works outside ordinary business hours.
- (h) The Subcontractor agrees and accepts all items and conditions within Subcontract for the State or Territory in which the Subcontract Works are to be performed, which terms and conditions form part of the Subcontract.
- (i) The Subcontractor takes all risk and assumes and accepts all adverse time and cost consequences flowing from or connected with any discrepancies, ambiguities, anomalies and/or omissions in the Subcontract documentation.
- (j) 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.
- (k) 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 Contractor accordingly.
- (l) The Subcontractor may not shutdown any services on the Site, without the Contractor's prior written consent. If such consent is given, it may be given on such terms as the Contractor sees fit and will not result in any adjustment to the Subcontract Sum. The Subcontractor will be responsible for payment of any associated fees or charges without reimbursement by the Contractor.
- (m) The Subcontractor must provide spares, as specified or as required by the Contractor prior to Substantial Completion or the time stated within the specification.
- (n) The Subcontractor will provide a procurement schedule for plant, equipment, fixtures and fittings

prior to commencing work on site or as required by the Contractor.

- (o) The Subcontract Sum allows for staging of the Subcontract Works as/if required by the program and/or the Contractor, including all costs associated with non-continuity of work, out-of-sequence work, demobilization and remobilization to areas of the Subcontract Works, and also return/multiple visits to Site as required.
- (p) The Subcontract Sum allows for all sundry works detailed on the drawings and/or incidental works not specifically mentioned/designed but required to complete the Subcontract Works.
- (q) The Subcontract Works must conform to and comply with all notes detailed on the drawings.
- (r) The Subcontract Sum allows for and the Subcontractor must provide protection of both finished and unfinished trade works during the execution of the Subcontract Works.
- (s) The Subcontractor must attend a performance review at the end of the defects liability period and rectify any outstanding defects.
- (t) The Subcontractor will not do or authorize to be done any work, which has an adverse cost implication for the Principal or the Contractor, without first obtaining prior written approval from the Contractor's Authorized Representative(s).
- (u) 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.
- (v) The Subcontractor acknowledges that the Subcontract Sum contains all allowances for the quantities and items required to complete the Subcontract Works in accordance with the Subcontract whether or not minutely detailed or specified in the trade Scope of Work.
- (w) The Subcontractor will comply with the Contractor's requirement that all correspondence, including transmittal of shop drawings, requests for information, variation prices, etc, must be directed to the Contractor via the email/fax.

### **3.2 PRELIMINARIES AND TEMPORARY SERVICES**

- (a) Unless stated otherwise in this Scope of Work the Subcontractor will take delivery of all plant, equipment, material and the like and provide all vertical and horizontal hoisting and movement of same including mobile craneage, hoisting equipment, loading platforms, scissor lifts, booms, mobile or static scaffolds, safety access platforms, ladders etc as required to carry out the Subcontract Works to statutory and general OHS requirements. Note: The Subcontractor will provide any propping or temporary works as required to accommodate such proposed equipment including making good upon completion and any structural computations by a certified engineer as required.
- (b) In the event that the Contractor provides scaffold to a nominated scope of the Trade Scope of Work), any alterations or general scaffold works which fall outside of the scaffolders' subcontracted Scope of Work shall be borne by the individual Subcontractor. Where there is no reference to scaffold being provided by the Contractor 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.
- (c) The Subcontractor will make provision for any access or protection required to complete the Subcontract Works for this trade when working at height, including roofs.
- (d) The Subcontractor will allow providing secondary access during concrete pours as and if required.
- (e) The Subcontractor will make all necessary applications and follow up for phone lines and sundry service connections etc associated with its own Subcontract Works. The Subcontractor shall provide telephone(s) for its own use during the course of the Subcontract Works. Telephones are not available for use in the Site Office.
- (f) The Subcontractor will allow for road traffic and pedestrian control during transport, delivery and

during arrival of materials at Site and upon their removal. Unloading of all materials including provision of forklift, pallet trolleys etc shall be the responsibility of the Subcontractor.

- (g) The Subcontractor must obtain a full understanding of the logistics associated with Site access and egress and the Subcontract Sum includes all due allowances accordingly.
- (h) The Subcontractor is required to perform a daily cleanup of its work areas and rubbish, place plastic and paper packaging and material off-cuts, which may require to be sorted for re-cycling purposes, into bins supplied by it which are to be emptied (by the Subcontractor) into skips provided by the Contractor in a central rubbish clearing area.
- (i) The Contractor reserves the right, if the Subcontractor fails to perform such cleanup activities, to carry out such cleaning and removal of rubbish/surplus material on the Subcontractor's behalf and charge the Subcontractor accordingly with such costs to be a debt due to the Contractor and which the Contractor may back charge to the Subcontractor's account.
- (j) The Subcontractor is to allow for the Site's security requirements and site conditions as nominated under the Head Contract and as encountered and/or directed on site.
- (k) Unless otherwise noted elsewhere in this Scope of Work the Contractor will provide power (distribution boards within 30m of work area), water tap-ins and general access lighting. The Subcontractor must provide task lighting, leads, lead stands and/or plastic hooks and, in the case of own offices / sheds, connection and consumption of power, water, sewer, stormwater and telephones etc.
- (l) Where applicable and subject to availability of suitable space on site which will be determined at the sole discretion of the Contractor, the Subcontractor will provide its own site office and storage facilities. The Contractor will provide mess, change and toilet facilities for site personnel in accordance with legislative requirements.
- (m) The Subcontractor will provide off site parking for its site staff, representatives, agents and employees as required. No parking will be permitted on site.

### **3.3 SUBCONTRACTOR TO CO-ORDINATE THEIR SUBCONTRACT WORKS**

- (a) The Subcontractor will co-ordinate its Subcontract Work with other Subcontractors and the Contractor and assist other Subcontractors and the Contractor effect their requirements while maintaining the construction programme. There will be no entitlement in for any claim resulting from a failure to co-ordinate the Subcontract Works.
- (b) The Subcontractor is required to attend regular site and subcontractor meetings as required and/or directed by the Contractor.

### **3.4 MANUFACTURE AND OFF SITE STORAGE**

- (a) The Subcontractor will manufacture all items in accordance with the Subcontract requirements and within the time frame required to comply with the construction programme.
- (b) The Contractor may direct the Subcontractor to supply particulars of:
  - (i) The mode and place of manufacture;
  - (ii) The source of supply;
  - (iii) The performance capacities; and
  - (iv) Other information,

In respect of any materials, machinery or equipment to be supplied by the Subcontractor under or used in connection with the Subcontract Works. The Subcontractor must comply with a direction under this Clause.

- (c) The Subcontractor will store all items off site at its cost whatever the duration until required for delivery as directed by the Contractor.
- (d) Claims for off site or unfixed materials will not be accepted unless unconditional bank guarantees are provided by the Subcontractor and are subject to the Subcontractor's compliance with all

relevant Subcontract and Head Contract conditions in relation to off site payments and subject to the final discretion of the Contractor.

### **3.5 TRANSPORT / SITE STORAGE / INSTALLATION**

- (a) The Subcontractor is required to keep all thoroughfares free and clear of materials and debris during the period of the Subcontract Works. The Subcontractor must also ensure that access is at all times maintained to all public roads, thoroughfares, etc, unless formal written prior approval has been obtained from the Contractor.
- (b) The Subcontractor will remove surplus materials from Site (unless directed otherwise) at regular intervals and/or as directed by the Contractor.
- (c) The Subcontractor acknowledges that there is limited storage space available on site. The Subcontractor agrees that delivery and storage areas will be coordinated by the Contractor.

### **3.6 INSPECTION / HANDOVER**

- (a) The Subcontractor must provide a suitable representative to conduct periodic inspections with the Contractor, the Superintendent or architect and consultants as nominated by the Contractor.
- (b) The Subcontractor will conduct its own Defects inspections and rectification prior to handover of its Subcontract works to the Contractor.
- (c) The Subcontractor will attend to all Defects in accordance with its obligations under the Subcontract and as directed by the Contractor and within such times as directed by the Contractor.

### **3.7 MAINTENANCE**

- (a) The Subcontract Sum includes allowance for ad hoc maintenance requirements notified by the Contractor to the Subcontractor in respect of the Subcontract Works. These requirements do not limit any other obligation of the Subcontractor including but not limited to Defect Liability Period obligations.

### **3.8 QUALITY ASSURANCE**

- (a) The Subcontractor will carry out the Subcontract Works in accordance with the requirements under AS/NZS ISO 9001 (Quality Management Systems) inclusive of compliance with all quality requirements included throughout the documents and as required/directed generally including witness points, hold points, consultants inspections, building certifier's inspections, council inspections, provision of samples and sundry submissions all in a time frame to comply with the construction programme and the Subcontractor's obligation to complete by the Date for Substantial Completion.
- (b) Quality Assurance will include, but will not be limited to the provision of a project specific Quality Management Plan, inspection and testing procedures, tolerances, identification of hold-points, records and documentation, audit procedures, Defects avoidance and rectification.
- (c) The Subcontractor will provide all samples, prototypes, testing etc as required by the Tender documents and/or directed by the Contractor throughout the project.
- (d) Should a Subcontractor be found to have damaged finished areas or works, materials or equipment belonging to others during the course of the project, any damage caused shall be made good at the Subcontractor's expense and the cost incurred by the Contractor in making good shall be a debt due from the Subcontractor to the Contractor and may be back charged to its account.
- (e) The Subcontractor is responsible for the protection of its Subcontract Works and works that might be affected by its Subcontract Works throughout the project. The Contractor will not be responsible for any damage caused to the Subcontractor's own Subcontract Works by others

throughout the project.

- (f) All works must be in full compliance with the Subcontract. No alternatives will be accepted unless approved in writing by the Contractor.

### **3.9 OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENTAL**

- (a) The Contractor and the Subcontractor must each, so far as is reasonably practicable, provide and maintain a working environment that is safe and without risk to health for persons carrying out or affected by the Subcontract Work.
- (b) The Subcontractor must ensure that it is familiar with and has the skill, capability, and resources to comply with and will comply with all relevant safety legislative requirements, which include regulations, Australian Standards, Codes of Practice and guidelines (the Safety Laws) in the performance of the Subcontract Work.
- (c) Before commencing the Subcontract Work, the Subcontractor must understand the hazards and risks associated with the Subcontract Works and read, understand and commit to undertaking the Subcontract Works in accordance with the Safety Laws and the Subcontract, in conjunction with any relevant OHS Management Plan and OHS Procedures of the Contractors.
- (d) The Subcontractor must ensure that it and its employees and Secondary Subcontractors comply with their respective occupational health and safety obligations under the Safety Laws.
- (e) The Subcontractor must supply all equipment, safety equipment, plant and machinery necessary to ensure the Subcontract Works are undertaken in a manner that is safe and without risks to health and ensure that the equipment, safety equipment, plant and machinery supplied by it is operated, maintained and stored in a manner that is safe and without risks to any person.
- (f) The Subcontractor must warrant that it does not have any convictions or charges pending or anticipated under the Safety Laws or, if it does, then the Subcontractor must provide details of those convictions or charges prior to entering into a Subcontract with the Contractor.
- (g) The Subcontractor must not commence the Subcontract Work until the Contractor has been provided with the Subcontractor's Safety Plan which satisfactorily addresses issues including safety policies, Safe Work Method Statements, site procedures, safety auditing, inductions, tool box meetings, rehabilitation etc, and which complies with the Safety Laws and the contract between the Contractor and the Subcontractor.
- (h) The Subcontractor must not commence the Subcontract Works until the Contractor has been provided with the Subcontractor's satisfactory site specific traffic management plan (if applicable), which includes a provision for qualified site personal as required by the Contractor for directing traffic, pedestrians etc, and which complies with the Safety Laws and the Subcontract.
- (i) The Subcontractor must include all costs associated with the appointment of the Subcontractor's employees and Secondary Subcontractors including appointment to a site safety committee in the Subcontract Sum.
- (j) The Subcontractor must, to the extent permitted by law, indemnify the Contractor and its related entities against any claim in connection with any alleged compliance or lack of compliance with the Subcontractor's occupational health and safety obligations or processes arising out of or as a consequence of the carrying out of the Subcontract Works.
- (k) Before commencing the Subcontract Work, the Subcontractor must ensure that it and its employees and Secondary Subcontractors, are properly trained and adequately skilled in all aspects of the provision and performance of the Subcontract Works, and they have participated in the Subcontractor's toolbox meeting(s) and completed the Contractor site induction training. Prior to the commencement of the Subcontract Work, the Subcontractor must provide the Contractor with evidence of the qualifications of and training provided to those persons who will be working at the site.
- (l) The Subcontractor must provide an appropriately qualified supervisor on site at all times to

supervise the work of its employees and Secondary Subcontractors, and must provide documentation to the Contractor evidencing the Subcontractor's supervisor's qualifications before commencing the Subcontract Work.

- (m) The Subcontractor must conduct weekly toolbox meetings with its employees and Secondary Subcontractors and provide copies of the minutes of those meetings to the Contractor. The Subcontractor and its employees and Secondary Subcontractors must also participate in toolbox meetings conducted by the Contractor when requested to do so by the Contractor.
- (n) The Subcontractor must report any incident, accident, injury, property or environmental damage to the Contractor's Occupational Health and Safety Manager, the Contractor's Site Manager or the Contractor's EHS Facilitator as soon as possible after the Subcontractor becomes aware of the event.
- (o) The Subcontractor and its employees and Secondary Subcontractors must, prior to commencing the Subcontract Works, obtain the requisite permits to perform the Subcontract Works.
- (p) The Subcontractor and its employees and Secondary Subcontractors must not interfere with equipment, plant, machinery or safety equipment owned by the Contractor or Other Contractors without the written authority of the owner unless not to do so would create a risk to health and safety at the site.

### **3.10 ENVIRONMENTAL MANAGEMENT**

- (a) The Subcontractor must monitor dust levels during the Subcontract Works, and keep dust down at all times, and when requested by the Contractor, and to meet any requirements of the local council, relevant environmental protection authority or agency and authorities generally.
- (b) The Subcontractor must not interfere with any trees, vegetation or features including associated root systems etc, unless specifically noted in the documents or prior written approval is granted by the Contractor. Any costs or fines associated with said damage shall be borne by the Subcontractor and reimbursable to the Contractor.
- (c) The Subcontractor must keep the immediate streets, roadways, footpaths, adjoining areas to which the Subcontractor has access etc clean and free from debris at all times and use wash bays etc as required and/or directed by the Contractor, the local council and any relevant environment protection authority or agency.
- (d) The Subcontractor must ensure that all trucks, plant and machinery are cleaned to the extent appropriate and necessary to ensure compliance with all relevant environmental management guidelines prior to exiting the site.
- (e) The Subcontractor must prevent nuisance to adjoining or nearby properties from dust, noise or any other causes. The Subcontractor indemnifies the Contractor against the costs, expenses, losses and damages flowing from any claim or action (whether threatened or actual) made by adjoining owners or occupiers or third parties in connection with the Subcontractor's activities. The Subcontractor shall follow all instructions issued by the Contractor with regard to these matters at the Subcontractor's time and cost risk.
- (f) The Subcontractor will not exceed acceptable noise levels for all plant and equipment and must comply with any noise restrictions imposed by any authority or the Contractor or the Principal, and will have no claim in connection with same.
- (g) The Subcontractor acknowledges that any fines issued by local Council, Government agencies, any authority or service provider as a result of the actions by the Subcontractor or its employees, Secondary Subcontractors, agents or representatives will be the responsibility of the Subcontractor and if issued to the Contractor or the Principal will be back charged to the Subcontractor's account and be a debt due from the Subcontractor to the Contractor.
- (h) The Subcontractor will comply with all of the requirements of all environmental protection authorities and agencies whether stated in legislation regulation or guideline.
- (i) Where the Subcontract Works include any requirement to drain, discharge, pump or dispose of

any waste, stormwater, run-off or the like, the Subcontractor will protect, filter, treat, handle and dispose of that material only as agreed by the environmental protection authority or agency and the Contractor.

- (j) The Subcontractor will comply with the obligations and requirements of the Contractor Environmental Management Plan, as may be modified to suit the specific requirements of the project. In addition it must ensure employees are properly trained and adequately instructed in relation to all environmental management procedures associated with all aspects of the Subcontract Works.
- (k) All the Subcontractor's foremen and supervisors must undertake an environmental management assessment of the Subcontract Works.
- (l) All the Subcontractor's employees and Secondary Subcontractors must be inducted prior to commencing any work on site, and the Subcontractor must confirm that employees and Secondary Subcontractors will have read and understood the relevant Environmental Induction - Assessment Test Sheet as prepared for the project.
- (m) The Subcontractor must submit a comprehensive waste management plan (including for all Secondary Subcontractors). This plan shall include for surplus materials, waste and packaging materials to be recycled (or returned to supplier), as well as other suitable waste reduction actions that may be identified. The site target for re-use/re-cycling is assumed to be 60% unless notified otherwise.

### **3.11 GREENHOUSE GAS EMISSIONS, ENERGY PRODUCTION AND ENERGY USAGE**

- (a) The Subcontractor acknowledges that the Contractor may be required under the National Greenhouse and Energy Report Act 2007 (Cth) (NGERS Act) to report on greenhouse gas emissions, energy production and energy usage arising out of all activities performed by the Subcontractor which forms part of the Subcontract Works.
- (b) If requested by the Contractor to do so, the Subcontractor will at its own cost provide on a monthly basis and at such other times reasonably requested by the Contractor, a statement in a form acceptable to the Contractor, setting out all information required under the NGER Act and any similar statutory requirements in respect of the Subcontractor's greenhouse gas emissions, energy production and energy usage arising out of or in connection with the Subcontractor's performance of the work under the Subcontract.
- (c) The Subcontractor will make and keep and ensure all Secondary Subcontractors make and keep accurate records relating to the information provided in the Subcontract Energy Consumption Monthly Progress Report. The Subcontractor must make those records available to the Contractor and the Principal upon reasonable notice to inspect, audit and copy and must retain those records for a period of seven years from the end of the year in which relevant activities took place.
- (d) The Subcontractor has no entitlement to make any Claim against the Contractor arising out of or connected with an Australian Emissions Trading Scheme or any similar scheme introduced after the Date of the Subcontract.

### **3.12 INDUSTRIAL RELATIONS**

- (a) The Subcontract Sum includes all necessary allowances for complying with all relevant industry awards and/or agreements including all sundry allowances (e.g. productivity, site, height, E/O travel allowance, etc) and other statutory agreements inclusive of all inductions and payments of any fees associated in accordance with its own (Subcontractor's) Enterprise Agreement or other Industrial Instrument/Workplace Agreement.
- (b) The Subcontractor will:
  - (i) Comply with the Contractor Employment Practices and Conditions - a copy of which is available electronically by request.
  - (ii) Provide a safety plan, Safe Work Method Statement / Job Safety Analysis, seven days prior to

commencement of work on site to the Contractor's satisfaction.

(iii) Evidence any Enterprise Agreement it may be party to (whether certified / lodged or not) and submit same to the Contractor, prior to commencement of the works.

(iv) Comply with any applicable Award or Enterprise Agreement covering the Subcontract.

(c) The Subcontractor has allowed for all Subcontract Works to be carried out in accordance with Statutory Authority requirements including any restrictive work hours on site.

(d) The Subcontractor acknowledges where the Project is an Australian Government Funded Project then:

(i) The Subcontractor must ensure that all applicable industrial instruments (whether certified / lodged or not) and its workplace arrangements and practices comply with the National Code of Practice for the Construction Industry 1997.

(ii) In addition to any other obligation placed upon the Subcontractor under this Subcontract, the Subcontractor must comply with the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, August 2009 (Guidelines). Copies of the Code and Guidelines are available at the website [www.deewr.gov.au/building](http://www.deewr.gov.au/building).

(iii) Compliance with the Code and Guidelines shall not relieve the Subcontractor from responsibility to perform the Subcontract, or from liability for any Defect in the Subcontract Works arising from compliance with the Code and Guidelines.

(iv) Where a change in the Subcontract is proposed and that change would affect compliance with the Code and Guidelines, the Subcontractor must submit a report to the Contractor specifying the extent to which the Subcontractor's compliance with the Code and Guidelines will be affected.

(v) The Subcontractor must maintain adequate reports of the compliance with the Code and Guidelines by:

(A) The Subcontractor;

(B) The Subcontractor's Secondary Subcontractors;

(C) The Subcontractor's consultants; and

(D) The Subcontractor's related entities (see Code Guidelines for meaning including Section 3.5 of the Guidelines).

(vi) The Subcontractor must ensure compliance with the Code by all employees, Secondary Subcontractors and consultants engaged by it (whether directly or indirectly) in connection with the Subcontract Works and by all suppliers of:

(A) Materials integral to the construction of the Subcontract Works or other works constructed for the purposes of the Head Contract; and

(B) Prefabricated components, which are to form part of the Subcontract Works or other works, constructed for the purposes of the Head Contract.

(vii) If the Subcontractor does not comply with the requirements of the Code or the Guidelines in the performance of the Subcontract such that a sanction is applied by the Minister for Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Subcontractor or a related entity in respect of work funded by the Commonwealth or its agencies.

(e) The Subcontractor must comply with and fulfill all obligations in respect of the following:

(i) Superannuation.

(ii) Redundancy

(iii) Long Service Leave

### **3.13 DESIGN**

- (a) The Subcontractor must review the design of the Subcontract Works before commencing any part of the Subcontract Works and complete the design of the Subcontract Works as required.
- (b) The Subcontractor warrants that the design of the Subcontract Works (including the design as completed by the Subcontractor):
  - (i) Is suitable and adequate for the Subcontractor to proceed with the Subcontract Works; and
  - (ii) Will result in the construction of work which will be suitable and fit for the purpose for which the Subcontract Works are intended or will be put; and
  - (iii) Will ensure that any building or structure resulting from or effected by the design will be safe and without risks to the health of persons using it; and
- (c) The Subcontract Works or the Subcontractor's ability to proceed with the Subcontract Works will not be adversely affected by the design of the Subcontract Works (including the design as completed by the Subcontractor) and the Subcontractor indemnifies the Contractor in respect of any Defect, inadequacy or omission in the design of the Subcontract Works (including the design as completed by or on behalf of the Subcontractor).

### **3.14 SHOP DRAWINGS / AS-BUILTS**

- (a) The Subcontractor must produce and maintain as-built drawings describing the Subcontract Works. These as-built drawings must, insofar as is relevant to the Subcontract Works, record positions of all pipes, conduits, ducting and associated equipment including, without limitation, the location of all access and inspection points and control valves. The Subcontractor must make these as-built drawings available to the Contractor on request.
- (b) The Subcontractor will co-ordinate Subcontract Works as necessary to meet any requirements for obtaining 'Practical Completion' certificates, building approval, relevant statutory approval and final completion certificates.

### **3.15 PROGRAMME**

- (a) The Subcontractor will comply with all completion requirements under the Construction Programme and its subsequent revisions throughout the project.
- (b) The Subcontractor is required to submit its proposed programme in a form acceptable to the Contractor, which complies, with the Construction Programme within two weeks of being awarded the subcontract or as directed. The Subcontractor will be required to update and resubmit the programme as directed by the Contractor throughout the project. Issuing of a revised Construction Programme, any direction issued in relation to the Construction Programme or the acceptance of any programme from the Subcontractor will not be construed as a direction or an agreement to accelerate the Subcontract Works.

### **3.16 WARRANTY**

- (a) 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. Should any conflict exist between the documents, the greater warranty period shall apply. Warranty periods are to commence at the Completion of the Head Contract Works (i.e. upon expiration of the Defects Liability Period) unless otherwise stated.
- (b) 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.

### **3.17 INSURANCES**

- (a) The Subcontract Sum for all costs associated with complying with the insurance requirements set out in the Conditions of Subcontract including provision and maintenance of the required insurances for the requisite period. All insurances shall carry cross liability so as the insurance applies to each named insured as a separate insured.
- (b) Copies of all insurances required to be effected by the Subcontractor are to be provided to Site with delivery of the Safe Work Method Statements and Job Safety Analysis Worksheets a minimum of seven days prior to commencement of works on site and thereafter, when requested.
- (c) In relation to any policy of insurance in respect of liability for death of or injury to persons employed in respect of the Subcontract Works, the Subcontractor must ensure that all Secondary Subcontractors comply with any obligation as to insurance which is imposed upon any such Secondary Subcontractor and produce evidence to the satisfaction and approval of the Contractor of the insurance required by this Clause (including insurance required of Secondary Subcontractors) having been effected. The Subcontractor must produce a copy of any insurance policy if requested as evidence of the insurance required by this Clause.
- (d) If the Subcontractor makes a claim against Contract Works and Public Liability insurance policy then the Subcontractor shall reimburse the Contractor the value of the deductible allowance which is \$50,000 per claim and be liable for any increase in premium as a result of the associated increased claims history involved with such claims.

### **3.18 DEFECTS**

- (a) If the Subcontractor becomes aware of any condition in the Base Works, or any inadequacy in or omission from the Base Works, which may affect the Subcontract Works or the Subcontractor's ability to carry out the Subcontract Works in compliance with and pursuant to its obligations, the Subcontractor must, before proceeding with the Subcontract Works, advise the Contractor, in writing, of the condition. The Subcontractor takes all risks in relation to the existing condition of the Base Works. The Subcontractor must rectify any defects in the Subcontract Works notified to it by the Contractor, within the time specified by the Contractor.

### **3.19 PAYMENT TERMS**

- (a) Payment Claims must be submitted in accordance with the Conditions of Subcontract.
- (b) The Subcontractor acknowledges that the recipient created tax invoice ("RCTI") system may apply, in accordance with the Conditions of Subcontract.

### **3.20 RETENTION**

- (a) Unless otherwise noted, retention shall be withheld at the rate of 10% per claim until a maximum of 5% of the Subcontract Sum is reached. Further retention may be withheld if the Contractor has an entitlement to have recourse to the retention then held. Retention shall be dealt with in accordance with the Conditions of Subcontract.
- (b) The Conditions of Subcontract may also provide for security.

### **3.21 LICENSING**

- (a) The Subcontractor warrants to the Contractor that it has in place and will maintain during the course of the Subcontract Works (including Defects Liability and Warranty Periods) all relevant and potentially applicable permits, licenses and approvals as may be required in the State/Territory in which the Subcontract Works are to be performed for the Subcontract Works.