



UP BUILDING &
CONSTRUCTION

UP Building and Construction Pty Ltd

"Building dreams from the ground UP

ABN 123 456 789

Construction Contract

I. PARTIES AND PROPERTY

A. This Construction Contract is made on **Monday, 22 February, 2021** and indicates the terms of the agreement between **UP Building and Construction Pty Ltd** ('Contractor') and **ShopWorld** ('Owner').

B. The property for the construction to be completed is located at: 15 Melrose Road Mudgee [YOUR STATE].

II. DESCRIPTION AND SCOPE OF WORK

A. Constructions below will be performed:

Floor and walls

B. The Contractor shall furnish all the materials and perform all of the work shown on the construction plan in the site property to build a convenience store, including restrooms (as indicated on the floorplan in Appendix A). The Contractor is responsible for any sub-contractors involved.

For further specifications, see Appendix B.

III. TERM OF CONTRACT

The term of this Contract will begin on **Monday, 22 February, 2021** and will remain active until the completion of the service. The term can be extended with the written consent of both parties involved. Proposed completion date: 22 July 2021 (six months from signed contract).

IV. START DATE AND COMPLETION DATE

- A. The construction will begin on **Monday, 22 February, 2021.**
- B. The construction shall be completed on or before **Thursday, 22 July, 2021.**

V. CONTRACT PAYMENTS

- A. The Owner should pay the Contractor a total amount of **\$860k** for the completion of the job.
- B. Payments should follow the below payment schedule: based on milestones.
The Owner should deposit \$150k of the total amount upon contract signing.

Payment Terms

Milestone	Amount
Deposit - within two business days of the date of the contract	\$150k
Site works	\$110k
Slab down	\$100k
External walls	\$100k
Roof structure	\$100k
Internal fitout	\$100k
Practical completion	\$200k

- C. Payment will be made by **bank transfer.**
- D. Failure to pay when due will result to breach of contract. The Contractor has the right to stop the construction if payments are not made.
- E. Once the final payment on this contract is received, then the parties involved will be released and discharged from any claims for any work performed.

VI. PERMITS AND LICENCES

The Contractor must obtain and pay for all required permits and licenses. The Contractor will also obtain and pay the fees for the governmental inspections if necessary.

VII. LABOUR AND MATERIALS TO BE USED

- A. The Contractor should provide and pay for all labor and types of equipment which includes construction tools, machinery, and transportation.
- B. The materials that will be used should be brand new and in good condition. It is preferred to use sustainable materials as much as it is possible.

VIII. OTHER RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for supervising, managing and completing all construction services and all subcontractors involved under this Agreement.
- B. The Contractor shall be responsible for keeping all record of documents in a safe place at the property. The contractor should store these documents in safe storage as it will be presented to the owner once work has been completed.
- C. The Contractor shall be responsible for taking all precautions for the safety of its employees and the public at the property. The contractor must take full responsibility for the acts or negligence of its employees. The contractor is also responsible for training its employees about the Work Health and Safety and Regulation to give knowledge on how to handle emergencies and accidents in the workplace.
- D. The Contractor should give a guarantee to the Owner that all work will be in accordance with the Contract Documents. Any issues caused by defective materials or equipment for a period of ten years, the Contractor shall redo or repair it.
- E. The Contractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the Property.
- F. The Contractor shall be responsible for maintaining the Property clean and keeping it free from waste and hazardous materials. If hazardous materials or substance were noticed in the Property such as dangerous chemicals, contaminants or any toxic substances, the Contractor shall be responsible for notifying the Owner immediately. The contractor is also responsible for training their employees about handling hazardous materials and substances in a correct and safe manner. Any sickness, damages, loss of employees that was caused by these hazardous materials shall be handled by the Contractor.

IX. INSURANCE

- A. The Contractor will be responsible for purchasing and maintaining an appropriate insurance policy for the construction.
- B. The Owner agrees to maintain insurance covering the replacement cost in the event of loss through any casualty, an act of nature, and theft.

X. TERMINATION

This Contract can be terminated by either party:

- A. If the Contractor or Owner breaches any of the obligations specified in this Agreement.
- B. A written notification identifying the breach should be issued by the Contractor or Owner.

XI. INDEMNIFICATION

- A. The Contractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the Property.
- B. The Contractor should give a guarantee to the Owner that all work will be in accordance with the Contract Documents. Any issues caused by defective materials or equipment for a period of ten years, the Contractor shall redo or repair it.

XII. PENALTIES

Liquidated damages will be charged at \$500 per week starting after nominated completion date.

XIII. SPECIAL CONFITIONS

- Working hours are to be within 8:00 am until 5:00 pm, weekdays only.
- No parking will be permitted on adjacent properties.
- All deliveries are to be placed on council verge only.
- Overhead power lines need to be isolated by the contractor prior to any construction works.

Plant requirements:

- Earth working equipment
- Skip bins to be placed on council verge only
- Cherry picker for overhead power line isolation
- Radio detection equipment for underground services.

XIV. AMENDMENT

This Contract can only be changed or modified through writing and shall be signed by the parties involved.

XV. GOVERNING LAW

This Contract shall be governed under the laws of **Commonwealth of Australia and relevant state legislations, codes and standards**, such as Building and Construction Industry (Improving Productivity) Act 2016, Environmental Planning and Assessment Act 1979, National Construction Code, Independent Contractors Act 2006 and Work Health and Safety Act 2011.

XVI. SIGNATURES


We, the undersigned, hereby agreed that we have read and acknowledged this contract bounded by its terms and conditions.

Date: **Monday, 22 February, 2021**

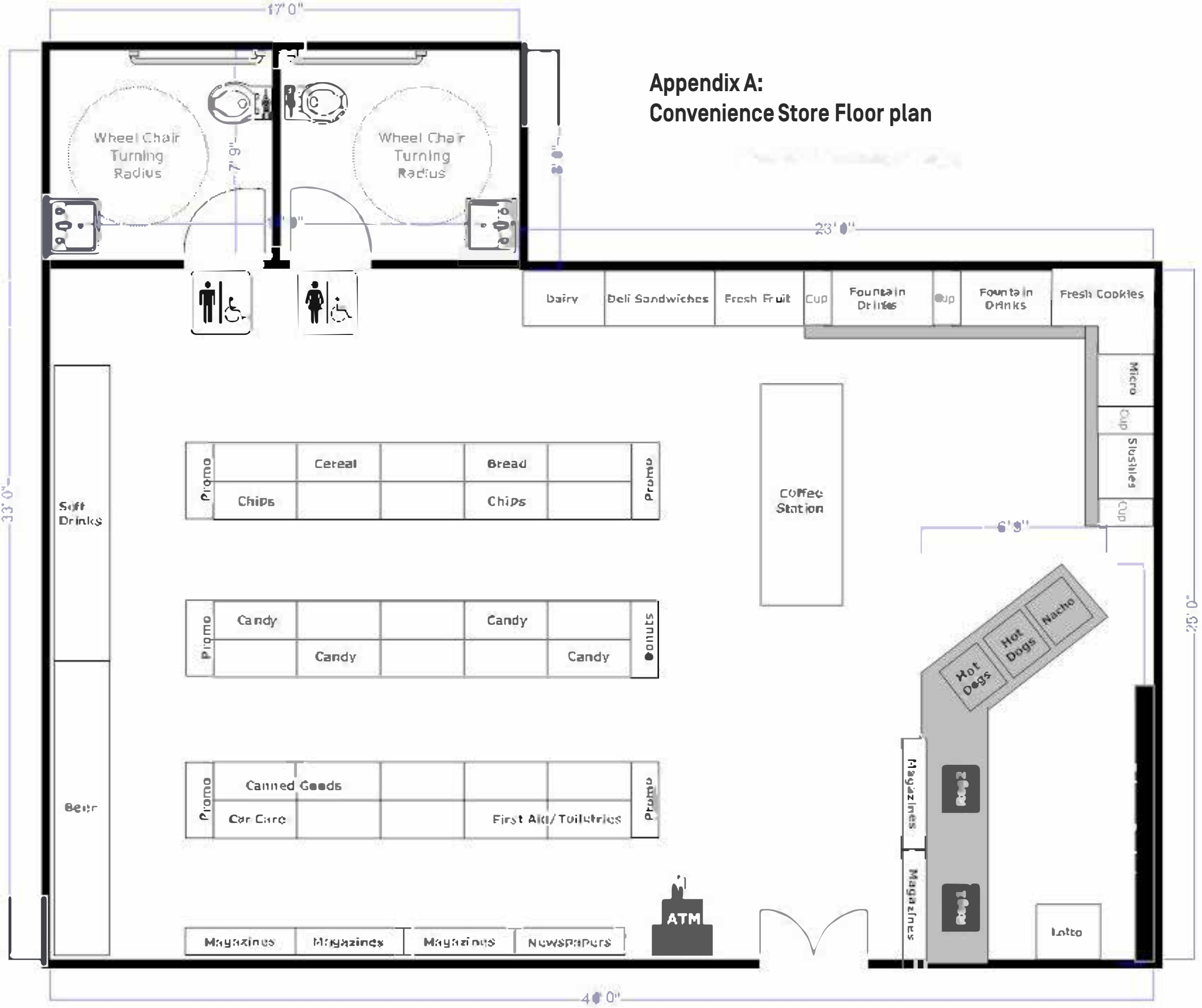
Owner Signature

A handwritten signature in black ink, appearing to be 'C. Smith', written over a horizontal line.

Contractor Signature

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

Appendix A: Convenience Store Floor plan



Appendix B:

Specifications and other considerations

Garage located on adjacent property. Noted: within the garage there are minor cracks to the boundary walls.

Existing dwelling on adjacent property was built in the 1960s. External wall construction is timber frame and is showing signs of racking and minor structural deficiencies.

"Convenience Store means premises

- a) used for the retail sale of convenience goods commonly sold in supermarkets, delicatessens or newsagents;*
- b) operated during hours which include, but may extend beyond, normal trading hours;*
- c) which provide associated parking; and*
- d) the floor area of which does not exceed 300 square metres net lettable area."*

The Outline Development Plan identifies this subject lot and a small portion opposite as being the 'Village Centre' in the Special Purpose – Neighbourhood Centre zone which allows for mixed use and commercial development in an integrated manner. The purpose and objectives of the zone are outlined in ODP155 as being to 'facilitate the development of an integrated, mixed use neighbourhood centre that provides good, services and facilities to the surrounding community and contributes to the overall amenity of the locality.'

Potential impact on nearby wetland

Given the proximity of the nearby wetland, there are concerns with regard to the potential negative impact on the flora, fauna, wildlife and water quality within the surrounding wetland. Design and operational measures will include:

- the connection of washrooms and toilets to reticulated sewer;
- on-site retention and treatment of all stormwater and Treatment and Hydrocarbon Capture system;
- vapour recovery systems compliant with Australian Standards and relevant regulations.

City staff accept that the installation of such mechanisms will minimise the risk, reduce the prospects and mitigate against pollution of the wetland and associated multiple use corridors and local groundwater.