DETERMINATION 09.14.01

Pursuant to the *Construction Contracts (Security of Payments) Act*
(Applicant)

and
(Respondent)

Determination

[1]. I, Glynn Logue, as the registered adjudicator appointed under s30(1) of the *Construction Contracts (Security of Payments) Act* [the **"Act"**], **determine** that the respondent is liable to pay to the applicant the amount of $2, 471,079.06 (GST exclusive) on or before Friday, 15 August 2014.

[2]. I have determined that the parties should be liable to pay the costs of the adjudication in equal shares. My costs and fees for the adjudication and my reasonable disbursements amount to $10 000.00. With the applicant having paid security for the anticipated costs of the adjudication, I **determine** that the respondent is liable to make a payment to the applicant of $5 000.00 on or before Friday, 15 August 2014.

Appointment of Adjudicator

[3]. By letter to the applicant and to the respondent (the **"parties"**) dated 14 July 2014, the Institution of Arbitrators & Mediators Australia (the **"prescribed appointer"**) appointed me adjudicator for the purpose of determining a payment dispute.

Application and Response

[4]. In that same letter, the prescribed appointer noted that it had been served with the written application on 11 July 2014. By email dated 17 July 2014, the respondent advised me that it had been served with the applicant's written application on that same day.

[5]. From that and by s29 of the Act, the respondent was obliged to prepare and serve its written response on the applicant and on the appointed adjudicator by 25 July 2014. The respondent served its written response on me personally that day. The applicant in its email dated 30 July 2014 confirmed that it received the respondent's written response also on that day. From that it follows that the respondent complied with its obligations under s29(1)(a) and (b) of the Act by serving its written response on the applicant and on the appointed adjudicator within ten (10) working days after being served with the applicant's written application.

Conflicts of Interest

[6]. From my review of the written application, I formed the view that I had no material personal interest in the payment dispute concerned or in the construction contract under which the dispute has arisen or in any party to the contract. This absence of material personal interest was declared to the parties in my Letter No 1 dated 16 July 2014 and no objection was given by either party to such declaration.

Order, Judgement or other Finding

[7]. By emails dated 17 and 31 July 2014 and in response to my enquiry, the respondent and the applicant advised me that there has been no order, judgment or other finding by an arbitrator or other person or court or other body about the dispute that is the subject of the application.

Construction Contract for the Purposes of the Act

[8]. The contract giving rise to the payment dispute is Major Services (and Associated Goods) Subcontract No. 10132011 dated 31 July 2013, bespoke in form with special conditions, under which the applicant was to supply all labour, plant, material, equipment, transportation and supervision by experienced and qualified personnel to complete concrete and pavement works for a warehouse and unloading bay, administration office and for certain external works at the [project site], Northern Territory, for the Lump Sum Fixed Price of $3 334 268.00 (the "**Contract**").

[9]. S5 of the Act defines "construction contract" as a contract, whether in writing or not, under which a person (the Contractor) has obligations inclusive of the following –

(a) *to carry out construction work;*

(b) *….;*

(c) *….;*

(d) *…..*

[10]. S6(1) of the Act defines "construction work" on a site in the Territory as including –

(a) *….;*

(b) *….;*

(c) *constructing the whole or a part of any civil works, or a building or structure, that forms or will form, whether permanently or not and whether in the Territory or not, part of land or the sea bed whether above or below it;*

(d) *….;*

(e) *….;*

(f) *any work that is preparatory to, necessary for, an integral part of or for the completion of any work mentioned in paragraph (a), (b), (c), (d) or (e), including –*

(i) *site or earthworks, excavating, earthmoving, tunnelling or boring;*

(ii) *laying foundations;*

(iii) *erecting, maintaining or dismantling temporary works, a temporary building or a temporary structure, including a crane or other lifting equipment and scaffolding;*

[11]. From these I **find** the Contract under which the payment dispute has arisen is a construction contract for the purposes of the Act. Neither party disputes this finding.

Documents Forming Basis for Determination

[12]. The parties served the following documents on each other and on me for the purpose of having their payment dispute determined –

(a) The applicant's written application for adjudication dated 10 July 2014, contained within three (3) lever arch files titled Application for Adjudication, Attachment 1 – Notices of Delay (Part 1) and Attachment 1 – Notices of Delay (Part 2).

(b) The respondent's written response to the application dated 25 July 2014, contained within three (3) lever arch files titled Response to Application for Adjudication File 1 of 3, File 2 of 3 and File 3 of 3.

(c) The respondent's supplementary emails dated 17 July and 6 August 2014 and the applicant's supplementary emails dated 21, 30 and 31 July and 6 August 2014.

[13]. Accordingly, in making this determination, I have given regard to the applicant's written application and the respondent's written response made under s28 and s29 of the Act, to the parties' supplementary emails and to the provisions of –

(a) the Act; and

(b) the Contract under which the adjudication application has arisen.

Construction Contract

[14]. The written Agreement is dated 31 July 2013 and executed by the parties on or about 1 August 2013.

[15]. For reasons of convenience, those provisions of the General Conditions, unaffected by the Special Conditions, that are relevant to the determination of the subject payment dispute in the event that I have jurisdiction to determine whether either party is liable to make a payment are set out hereunder –

> **1. INTERPRETATION**
>
> 1.1 In the Subcontract, unless a contrary intention appears:
>
> **Completion** means that stage in the performance of the Services when:
>
> (a) ….;
>
> (b) ….;
>
> (c) ….;
>
> (d) ….;
>
> (e) the Subcontractor has provided to [the Respondent] and [the Respondent] has accepted as satisfactory, any operating manuals, Subcontractors' warranties, **manufacturer's data records** (my emphasis), other records, marked up red line 'as built' drawings and keys which in the reasonable opinion of [the Respondent] are required for the use, operation or maintenance of the Services; and
>
> (f) …;
>
> **Milestone** means a significant event or stage of the Services nominated to be reached by a specified date, as stated in *Annexure A – Subcontract Particulars*;

21. PROGRESS CLAIMS AND PAYMENTS

GENERAL

21.1 The Subcontract Sum shall not be subject to adjustment for rise and fall in costs for any cause whatsoever, including changes in the cost of labour, plant, equipment, materials, taxation, duty, fees or charges.

PROGRESS CLAIMS

21.2 The Subcontractor shall be entitled to submit a progress claim at the time for submission of progress claims stated in *Annexure A – Subcontract Particulars*:

(a) in the case of Milestone progress claims, for Services provided in respect of the relevant Milestone; or

(b) in the case of monthly progress claims, for Services provided (or expected to be provided) during the calendar month in which the progress claim is submitted.

21.3 The Subcontractor must submit the progress claim in the form required by [the Respondent], which must contain the following information:

(a) ….;

(b) in the case of Milestone progress claims, a description of the relevant Milestone and the Services provided in respect of such Milestone;

(c) in the case of monthly progress claims, the Services provided or expected to be provided in the period covered by the progress claim;

(d) a report on the progress of the Services compared with the then approved Program, including full details of any action proposed to overcome any failure by the Subcontractor to achieve the Program; and

(e) such other supporting information regarding the progress claim as [the Respondent] may require.

PROGRESS CERTIFICATES AND PAYMENTS

21.7 Subject to Clauses 21.6 and 21.12, and, if Clause 21.18 is specified in *Annexure A – Subcontract Particulars* to be not applicable, receipt by [the Respondent] of a valid tax invoice**,** [the Respondent] shall pay to the Subcontractor the amount claimed in a progress claim within the time stated in *Annexure A – Subcontract Particulars*.

21.8 If [the Respondent] disputes any amount claimed in a progress claim, [the Respondent] shall make a determination of the amount payable and provide a progress certificate to the Subcontractor of its determination within 28 days of the progress claim being submitted (or taken to have been submitted under Clause 21.4). The progress certificate may take any form.

21.9 [The Respondent] shall pay any amounts not in dispute in accordance with Clause 21.7.

FINAL CLAIM AND PAYMENT

21.11 Within 14 days of the Date of Completion, the Subcontractor must give [the Respondent] a final payment claim (**Final Claim**), being a progress claim issued in accordance with Clause 21.

21.12 The Subcontractor shall not be entitled to payment of any amount in respect of the Final Claim unless and until it has provided a duly executed Deed of Release for Final Payment and all Services and any defects in the Services have been remedied to the satisfaction of [the Respondent].

INTEREST

21.28 No interest shall be payable on any amount due to the Subcontractor but remaining unpaid after the date upon which it should have been paid.

ANNEXURE A – SUBCONTRACT PARTICULARS

<table>
<tr><td>Milestones (Clause 1.1)</td><td colspan="3">Milestones must be achieved in full to the satisfaction of [the Respondent] before being considered as applicable for payment in accordance with Clause 21.</td></tr>
<tr><td></td><td>Milestone</td><td>Subcontract Sum applicable in accordance with Clause 21 (ex GST)</td><td>Date for Completion of Milestone</td></tr>
<tr><td></td><td>1. 50% Completion of HD Bolts
2. 100% Completion of HD Bolts
3. 50% Completion of Concrete Slabs
4. 100% Completion of Concrete Slabs
5. 100% Completion of Pavements</td><td>$421 355.30
$421 355.30
$699 776.30
$699 766.30
$1 090 004.80</td><td>As per Construction Program in Annexure L within.</td></tr>
<tr><td>Time for progress claim (Clause 21.2)</td><td colspan="3">Upon achieving and completing a Milestone in full to the satisfaction of [the Respondent] as detailed:-
1. 50% completion of HD Bolts
2. 100% completion of HD Bolts
3. 50% completion of Concrete Slabs
4. 100% completion of Concrete Slabs
5. 100% completion of Pavements</td></tr>
<tr><td>Time for making payment (Clause 21.7)</td><td colspan="3">Milestone Claims 30 days from the end of the month in which the Milestone progress claim is made, reviewed and accepted by [the Respondent].</td></tr>
</table>

ANNEXURE B – PRICING

General

Except where it is expressly provided that an obligation shall be performed at the cost of [the Respondent], all Services to be performed by the Subcontractor under the Subcontract shall be at the cost of the Subcontractor and deemed to be included in this Annexure B – Pricing.

The prices set forth herein shall be fully inclusive of all Subcontractor's costs for performing the works to ensure **Completion** (my emphasis) in accordance with the Subcontract. Such costs shall include but not be limited to the following:

(a) All Subcontractor's management, engineering, administrative, technical supports, supervision and labour, profit and all costs associated therewith including salaries, wages, employee provident fund, holiday pay, sick pay, overtime pay, shift premiums, bonuses, overhead charges, fringe benefits, payroll burdens, human resources including recruitment, employment, introductions, interviews, mobilisation and demobilisation, pensions, all other emoluments made under national or local agreements, all government taxes and regulation requirements, and all other pre and post employment expenses, offshore premium, qualification requirements, visas, travelling time, expenses, fares, transport, hand tools, subsistence allowances, welfare facilities, workshop, accommodation and messing, training costs, **equipment certifications** (my emphasis), safety and welfare requirements, consumables, personnel protective equipment and clothing and the like, auditing, all taxes including corporation, business, sales, service tax, capital gains, value added, turnover, income, obligations, risk and all insurances other than those provided by the Company, royalties, fees, licenses and similar charges and the like.

Milestone Payments

[The Respondent] shall pay the Subcontractor the Subcontract Sum in accordance with the Milestones detailed in *Annexure A – Subcontractor Particulars*. Milestone payments will be made by [the Respondent] on completion of the defined activities to the satisfaction of [the Respondent]. Milestone payment claims will be made using a form as described by [the Respondent]. The Milestone payment claim form must be signed by [the Respondent] and [the Respondent]'s authorised personnel. The Milestone payment claim form must accompany the Subcontractor's invoice on presentation for payment.

Implied Provisions

[16]. The applicant contends that the provisions in the Schedule, Division 5, about when and how a party must respond to a payment claim made by another party are implied in the Contract because it does not have a written provision about the matter. In support of that contention, the applicant acknowledges that clause 21.8 specifies a time period of 28 days in which the respondent must provide a progress certificate of its determination of the payment claim but says it does not specify exactly when or how it must respond or the amount, or a way of determining the amount, that the applicant is entitled to be paid for the obligations it has performed. The applicant has referred to *Blackadder Scaffolding (Aust) Pty Ltd v Mirvac Homes (WA) Pty Ltd* [2009] WASAT 133 in further support of its contention.

[17]. The respondent contends otherwise, and says that the Subcontract clearly contains written provisions about when and how the respondent is to respond to a claim for payment by the applicant and by when a payment must be made. In so saying, the respondent relies on the provisions of clauses 21.7, 21.8 and 21.9. The respondent also contends that *Blackadder* is of no assistance to the applicant as the payment provisions in the Contract and those in the referred case are fundamentally different.

[18]. I accept what the applicant contends, but for different reasons. In *EC&M Pty Ltd v CTEC Pty Ltd [2013] WASAT 114*, the Tribunal had need to consider whether a particular clause in the contract contained a written provision about the matters which are dealt with in the provisions of Schedule 1 Division 5 of the *Construction Contracts Act 2004* (the "**CC Act**") in relation to responding to claims for payment. The Tribunal found that the clause had no provision for the Superintendent to identify each item of the claim that is disputed (although this might be apparent from the manner in which he amended the progress claim), nor to state, in relation to each of those items, the reasons for disputing each item of claim. The Tribunal went onto note that this is a matter which is provided for under s7.2(g) of the Schedule and concluded that the clause did not contain a provision of how to respond to a payment claim within the meaning of s17 of the CC Act. From that, it was held that s7(1) and s7(2) of Schedule 1 Division 5 of the CC Act were implied into the contract.

[19]. The provisions of s7.2(g) of Schedule 1 in the CC Act are couched in the same terms as they are in s6.3(g) of the Schedule in the Act. As was the case in *EC&M*, clause 21.8 in the Contract has no provision for the respondent to identify each item of a progress claim that is disputed, nor to state, in relation to each of those items, the reasons for disputing each item of claim. Accordingly, I **find** that the provisions of s6(1), s6(2) and s6(3) are implied into the Contract.

[20]. The respondent contends that in the event that the applicant was to submit a Milestone progress claim in advance of the 20th day of any month then by Annexure A – Contract Particulars the Contract would purport to require the respondent to make payment more than 50 days after the payment in claimed. Accordingly, it submits that Annexure A – Contract Particulars must be read as being amended to require the payment to be made within 28 days after it is claimed.

[21]. I accept that payment is to be made within 28 after it is claimed but again for different reasons and by different means. The respondent repeatedly asserts that the provisions for payment in Annexure A – Contract Particulars are within 30 days of the end of the month in which the progress claim is made. That is not correct as the express provisions are within 30 days from the end of the month in which the Milestone progress claim is made, **reviewed and accepted by the respondent** (my emphasis). The month(s) in which the respondent reviews and accepts the progress claim may be later than the month in which the progress claim is made. I therefore **find** that the Contract does not have a written provision about the matter when a payment must be made and for this further reason **find** that the provisions in the Schedule, Division 5, about this matter are implied into the Contract.

[22]. If the respondent has any doubts about the correctness of my findings, then it might consult *Croker Construction (WA) Pty Ltd v Stonewest Pty Ltd* [2014] WASAT 19 at [15] and [17] wherein the Tribunal said that the mechanisms in the parties' contract for making claims (Division 4) and responding to claims for payment (Division 5) must not exclude, modify or restrict the operation of the CC Act. In the case of Division 5, the Tribunal set out four essential requirements.

Payment Claim

[23]. It is common cause that the applicant submitted its Progress Claim No. 6 in the amount of $3 170 855.36 (GST exclusive) to the respondent on 5 June 2014 (the **"Payment Claim"**). The applicant titled its claim Final Claim, asserting that it reached Completion on 27 May 2014. From clause 1.1 of the General Conditions, a condition precedent to reaching Completion is that the applicant has provided to the respondent the Manufacturer's Data Records (MDRs) and the respondent has accepted them as satisfactory. By its supplementary email dated 21 July 2014, the applicant notified me that it had delivered the MDRs to the respondent no earlier than 18 July 2014. From that is follows that the Payment Claim can be no more than a Milestone progress claim.

[24]. For convenience, the Payment Claim is set out in Attachment 1. The respondent contends that the applicant included in its Payment Claim moneys that it had claimed in prior progress claims and, in support of that contention, included a copy of the prior claims in Attachment 23 of its written response. From my review of the prior claims and the further information provided to me by the parties by email dated 6 August 2014, I have established that the applicant claimed the amount of $699 776.30 for Milestone 4 in its Payment Claim No. 4, firstly submitted to the respondent on 29 November 2013. By progress certificate dated 17 December 2013, the respondent rejected the applicant's claim in respect of Milestone 4. From that it follows that a payment dispute in respect of the applicant's claim for Milestone 4 arose on 17 December 2013 and it had until 17 March 2014 to prepare and serve any application for adjudication. It did not and for that reason I **find** that I have no jurisdiction to consider Item 4 in the Payment Claim.

[25]. From my review of the further information provided to me by the parties, I have established that the applicant submitted its Payment Claim No. 5 to the respondent on 4 May 2014 and that the respondent did not either pay the amount in the progress claim or provide a progress certificate under the provisions of clause 21.7 or 21.8. The applicant included in Payment Claim No. 5 each of the amounts claimed in the Payment Claim for each of the variations save for CV34, CV35, CV36, CV37, CV38 and CV39 which are entirely new claims. Having found that the provisions of s6(2) of the Act are implied into the Contract, the respondent had until 1 June 2014 to pay the amount claimed by the applicant in Payment Claim No. 5. In the absence of the requisite payment, a payment dispute for the purposes of the Act arose on 2 June 2014 and the applicant has until 31 August 2014 to prepare and serve any application for adjudication. The applicant has elected to not do that, but has applied for the adjudication of the relevant CVs in its Payment Claim. From all that, I **find** that I have jurisdiction to consider each of the CVs in the Payment Claim.

[26]. Some twelve (12) days after its receipt of the Payment Claim, the respondent issued a letter dated 17 June 2014 in which it effectively rejected each of the amounts claimed in the Payment Claim. The applicant contends that the subject letter does not serve as a notice of dispute for the purposes of s6(3) of the Act. The respondent contends otherwise. Amongst other things, s6(3) requires the notice to identify each item of the claim that is disputed and state, for each of the items, the reasons for disputing it. With respect to the twenty-four (24) CVs in the gross amount of $300 822.61, the respondent said no more than it is reviewing the applicant's entire variation account and intended to revert back shortly. That in itself is sufficient to show that the respondent's notice does not accord with the requirements set out in s6(3). Notwithstanding that, the notice is sufficient to trigger a payment dispute on that day cf. *Blackadder Scaffolding (Aust) Pty Ltd v Mirvac Homes (WA) Pty Ltd* [2009] WASAT 133. The respondent's second letter dated 3 July 2014 in respect of the Payment Claim was issued more than 14 days after its receipt of the Payment Claim and can therefore not be considered to be a notice of dispute for the purposes of s6(2) of the Act.

Adjudicator's Functions

[27]. S33(1) of the Act requires that an appointed adjudicator must, within the prescribed time or any extension of it made under s34(3)(a) –

> *(a) dismiss the application without making a determination of its merits if –*
>
> *(i) the contract concerned is not a construction contract;*
>
> *(ii) the application has not been prepared and served in accordance with section 28;*
>
> *(iii) an arbitrator or other person or a court or other body dealing with a matter arising under a construction contract makes an order, judgement or other finding about the dispute that is the subject of the application; or*
>
> *(iv) satisfied that it is not possible to fairly make a determination —*
>
> *(A) because of the complexity of the matter; or*
>
> *(B) the prescribed time or any extension of it is not sufficient for any other reason; or*
>
> *(b) otherwise -- determine on the balance of probabilities whether any party to the payment dispute is liable to make a payment, or to return any security and, if so, determine –*
>
> *(i) the amount to be paid, or security to be returned, and any interest payable on it under s35; and*
>
> *(ii) the date on or before which the amount must be paid, or the security must be returned.*

Jurisdiction

[28]. I have previously **found** that grounds for dismissal (i) and (iii) do not exist (see paragraphs [11] and [7]). I am satisfied that the complexity of the matter will not make it impossible for me to make a fair determination of the application on its merits. Accordingly, I **find** that ground for dismissal (iv) also does not exist.

[29]. With the payment dispute having arisen on 17 June 2014, the applicant is required to prepare and serve its written application on the respondent and on the prescribed appointer by 15 September 2014. The applicant has done that by serving its written application on the respondent and on the prescribed appointer on 11 July 2014 and I therefore **find** that ground for dismissal (ii) does not exist.

Determination

[30]. With the respondent not having given the applicant a notice of dispute compliant with the provisions of s6(3), the respondent was by s6(2) obliged to pay the whole of the amount of the claim within 28 days of its receipt viz. 3 July 2014. I do not consider that the provisions of s6(2) should be read in isolation, but must be read in conjunction with the provisions of s28. If that is so, then the respondent was by s6(2) obliged to pay the whole of the amount of the claim for which I have jurisdiction within 28 days of its receipt. From all that I **find** the respondent was required to pay to the applicant the amount of $2 471 079.06 (GST exclusive) by 3 July 2013. Under the terms of the Contract, no interest shall be payable on any amount due to the applicant but remaining unpaid after the date upon which it should have been paid.

Costs of the Adjudication

[31]. The applicant contends that I should exercise the discretion that an adjudicator has under s36(2) to decide that the respondent must pay all the costs of the adjudication due its failure, refusal and/or neglect in properly responding to or paying the amount claimed in the Payment Claim. The respondent contends otherwise and says that it had valid reasons for refusing to pay the disputed portion of the Payment Claim and withholding payment of the undisputed portion of the Payment Claim.

[32] S34(2) of the Act gives an appointed adjudicator the discretion to decide that a party must pay some or all of the costs of the adjudication in the event that that party caused the other party to incur costs because of its frivolous or vexatious conduct or unfounded submissions.

[33] The Concise Oxford Dictionary 8th Edition defines frivolous to mean 'paltry, trifling, trumpery, lacking seriousness, given to trifling and silly'. Vexatious in the context of the law is defined to mean 'not have sufficient grounds for action and seeking only to annoy the applicant'.

[34] In *Samuels v The State of Western Australia* [2005] WASCA 193 it was said –

> An action is frivolous if it is obviously unsustainable and an abuse of the process of the court (*Young v Holloway* [1895] P 87). An action may for the same reason be characterised as vexatious (*Peruvian Guano Co v Bockwoldt* [1883] 23 Ch D 225). The expression has been taken to comprehend 'a claim that is so obviously untenable that it cannot possibly succeed' (*Burton v The President, & c, of the Shire of Bairnsdale* [1908] HCA 57) and one in which there is no serious question to be tried (*Federico's Restaurant Pty Ltd v Warwick Entertainment Centre Pty Ltd* (1995) 18 ACSR 702). In *Mnyirrinna v McIntosh* [2003] WASCA 305, Barker J held that 'vexatious' in the context of s 187(1) included a ground which depended on an untenable or groundless factual allegation.

[35] Without either party having the need to consider the provisions of the Schedule in the Act at the time and with clause 21.8 enabling the respondent to provide a progress certificate in any form, I do not consider the respondent's conduct in this adjudication to have been vexatious or frivolous. Further to that, I do not consider that its written response is unfounded. Accordingly, I **decide** that the parties should be liable to pay the costs of the adjudication in equal shares.

Glynn Logue — 7 August 2014
Registered Adjudicator No. 09

[THE RESPONDENT] DARWIN [PROJECT]: 10131-F0001
PROGRESS CLAIM NO. 6

Item	Description	PC1-PC4	PC6	New Money
4	Milestone Payment 4: 100% concrete slabs completed	699 776.30	699 776.30	0.00
5	Milestone Payment 5: 100% pavements completed		1 090 004.80	1 090 004.80
	Subtotal		**1 789 781.10**	**1 090 004.80**

VO	Description	Value	PC1-PC4	PC6	New Money
1	Crusher dust: dust repair of subgrade to underside of slabs	104 191.80	0.00	24 191.80	24 191.80
9	Fire tank slabs	16 308.67	0.00	4 236.53	4 236.53
10	Fire pump house foundations	22 952.36	0.00	13 952.36	13 952.36
11	Uploading bay: quality of subgrade	2 252.36	0.00	1 126.35	1 126.35
12	Cancellation of concrete pour for uploading bay	5 795.82	0.00	2 895.82	2 895.82
14	NOD 008: Instruction to stop work	8 084.82	0.00	84.82	84.82
16	Relocation of materials from temporary to permanent laydown area	2 040.00	0.00	2 040.00	2 040.00
17	Earthworks and blinding to administration slab	58 591.87	0.00	16 285.00	16 285.00
24	Pavement Type 3: change in design drawing	5 649.27	0.00	2 180.82	2 180.82
25	Additional costs associated with requirement to construct in 4 slabs	11 745.32	0.00	11 745.32	11 745.32
26	Cross-overs	30 777.04	0.00	30 777.04	30 777.04
27	Cross-over 3	13 743.13	0.00	13 743.13	13 743.13
28	SI DEC0059: Abelflex between kerbs	46 782.73	0.00	46 782.73	46 782.73
29	SI DEC0062: Shell signage, grouting, etc	56 581.52	0.00	56 581.52	56 581.52
30	SI DEC0067: Earthworks below washpad	7 320.82	0.00	7 320.82	7 320.82
31	SI DEC0071: External pavement blockout around scaffold	8 743.89	0.00	8 743.89	8 743.89
32	SI0080: Hazardous waste storage	45 994.73	0.00	45 994.73	45 994.73
33	SI0086: Additional concrete to hazardous storage entrance	2 983.50	0.00	2 983.50	2 983.50
34	SI0099: Supply and place additional concrete to footpaths	3 921.43	0.00	3 921.43	3 921.43
35	SI DEC103: Concrete to new FH	7 120.06	0.00	7 120.06	7 120.06
36	SI DEC106: Administration perimeter slab	10 582.39	0.00	10 583.39	10 583.39
37	SI DEC110: Seal exposed aggregate	5 699.35	0.00	5 699.35	5 699.35
38	SI DEC130: Subgrade preparation and extra concrete	3 498.00	0.00	3 498.00	3 498.00
39	Cure hard 24 (scope reduction)	-21 664.80	0.00	-21 664.80	-21 664.80
Subtotal			**16 019.73**	**300 822.61**	**300 822.61**

Extension of time costs	**0.00**	**713 851.93**	**713 851.93**
Delay and disruption costs	**0.00**	**366 399.72**	**366 399.72**

TOTALS (GST EXCLUSIVE)	**16 019.73**	**3 170 855.36**	**2 471 079.06**