

Electrical, Plumbing or Gas Fitting Stand Alone CONTRACT FOR WORK OVER \$20,000

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CONTRACTOR NAME:

ADDRESS:

DATE:

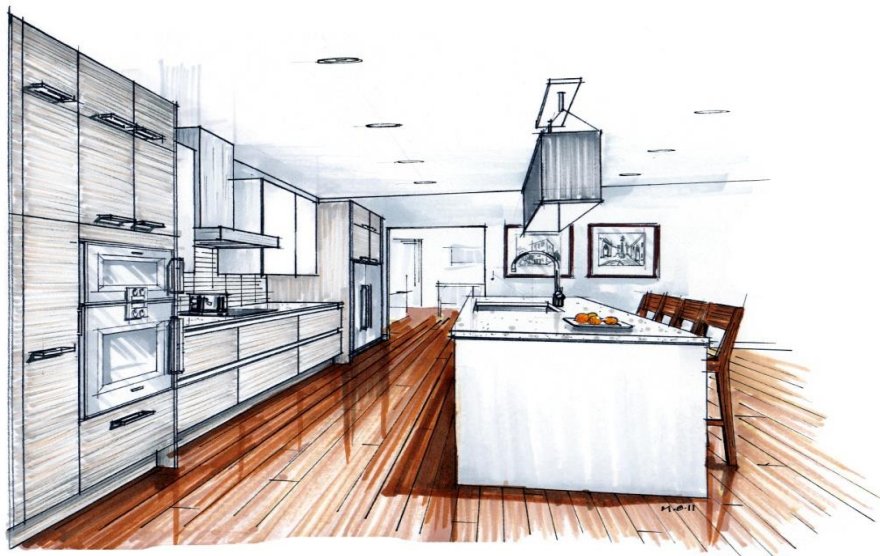
CONTRACT PRICE:

WARNING: The Price/Contract Price may change. In accordance with the Conditions of Contract, the reasons for possible increases in the Price/Contract Price include: Variations, prime cost items, Unforeseen Circumstances and Provisional Sum Item allowances, interest on overdue payments, increases in taxes such as GST.

Please read all attached information and terms.

Note: This Contract is to be used where the total value of the Contract is over \$20,000 (including any applicable GST amount) and only where building indemnity insurance is not required under the *Building Work Contractors Act 1995 (SA)*.

Warning + Note to Owner: Please read clause 10 Part B on asbestos



OWNER CHECKLIST

(To be completed by the Owner prior to signing the Contract)

1. OWNER CHECKLIST

A. Have you checked that Contractor holds a current Contractor licence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
B. Does the licence cover the type of Work included in the Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
C. Is the name and number on the Contractor's licence the same as on the Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
D. Is the Work to be undertaken covered in the Contract, drawings or specifications?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
E. Does the Contract clearly state a Contract Price or contain a warning that the Contract Price is not known?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
F. If the Contract Price may be varied, is there a warning and an explanation about how it may be varied?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
G. Are you aware of the cooling-off provisions relating to the Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
H. [REDACTED]	Yes <input type="checkbox"/>	No <input type="checkbox"/>
I. Does the Contract include details of the progress payments payable under the Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
J. Do you understand the procedure to make a Variation to the Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
K. Are you aware of who is to obtain any council or other approval for the Work?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
L. Has the Contractor given you a copy of the <i>Form 1 – Your Building Contract: Your Rights and Obligations</i> , which provides key information about your rights and responsibilities under SA's domestic building laws and where to get more information?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
[REDACTED]	Yes <input type="checkbox"/>	No <input type="checkbox"/>
[REDACTED]	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2. SIGNATURES

Do not sign this Contract unless you have read and understand the clauses as well as the notes and explanations contained in the Contract and this document.

If you have answered “**No**” to any question in the checklist, you may not be ready to sign the Contract.

Both the Contractor and the Owner should retain an identical signed copy of this Contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the Contract.

3. SIGNED COPY OF CONTRACT

Under the *Building Work Contracts Act 1995* (SA) the Owner must be provided with a signed copy of the Contract as soon as reasonably practicable after the Contract is entered into.

4. OWNER’S ACKNOWLEDGEMENT

I/We have been given a copy of the *Form 1 – Your Building Contract: Your Rights and Obligations* and I/We have read and understand it.

I/We have completed the checklist and answered “**Yes**” to all items on it.

NOTE: Where the Owner is a company or partnership or the Contract is to be signed by an authorised agent of the Owner, the capacity of the person signing the Contract, e.g. director, must be inserted.

Signature:	Signature:
Name [print]:	Name [print]:
Capacity [print]:	Capacity [print]:
Date	Date

PART A: CONTRACT DETAILS

Note: If a payment 

1. THE OWNER:

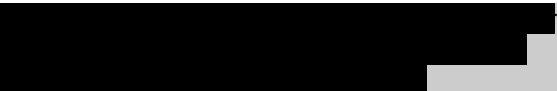
Name(s):		
Address:		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	

2. THE CONTRACTOR:

Name(s):		
Qualified Supervisor: <i>(if applicable)</i>		
Address:		
Suburb:	State:	Postcode:
Business Address: <i>(if different from address on licence)</i>		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	
ABN/ACN:		
Licence No:	Licence Expiry Date:	
Licence Category:		

3. CONTRACT PRICE (Amount in Words)

Price (excluding GST): This Price May Change. The Price will increase to cover GST.
GST on price:
Contract Price (including GST):

WARNING: The Price/Contract Price may change. In accordance 

4. SITE DETAILS (Where Work is to be done)

Address:		
Suburb:	State:	Postcode:

5. DESCRIPTION OF WORK/MATERIALS including Product(s) (this must be completed)

NOTE: All documents that [REDACTED]

6. PRIME COST OR PROVISIONAL SUM ITEMS

Prime Cost Items or Provisional Sum Items are either:

Items that you are to select after this Contract is signed or items or Work for which we are unable to give a definite price at the time of signing the Contract.

Description of items or Work to be done:	Quantity	Prime Cost/ Provisional Sum Item allowance including GST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total: (If space is insufficient, attach a sheet referring to this schedule)		\$

7. RECORD OF ADJUSTMENTS AND VARIATIONS

This is not part of the Contract Price stated in Contract on page 1 and page 4 (Part A Clause 3)

ADJUSTMENTS (If Any)

(Prime Cost and Provisional Sum Items - Part A Clause 6 page 5 and Part B Clause 10 page 11)

ITEMS	CLAUSE 6	SUM ALLOWED	ACTUAL SUM	ADJUSTMENT (+ OR - AMOUNT)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL:				\$

8. VARIATIONS (Part B Clause 8 page 10)

DATE AGREED	BRIEF DETAILS	ADDITIONAL OR DELETED COST (+ OR - AMOUNT)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
TOTAL:		\$

9. PROGRESS TIMELINE SCHEDULE

a.	Check Measure Date (Part B Clause 5 page 9)	
b.	Commencement Date	
c.	Date(s) for delivery of Product(s) (“ delivery stage ”) (Clause 5 Part B page 9):	
d.	Installation Date	
e.	Completion Date	

NOTE: Dates specified in the Progress [REDACTED]

The Contractor may, by written notice, request the Owner [REDACTED]

10. PROGRESS PAYMENT SCHEDULE (Amounts in Words)

a.	Deposit	[REDACTED]	%	\$
b.	1 st Progress Payment	[REDACTED]	%	\$
c.	2 nd Progress Payment	[REDACTED]	%	\$
d.				
e.				
f.				
i.	Final Payment	[REDACTED]	%	\$

NOTE: By law the deposit cannot exceed [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On receipt of the Final Payment, the Contractor must hand over to the Owner all guarantees, instruction manuals and the like unless already provided and all keys relating to the Work, together with any certification or approval which may have been provided by any public authority relating to the Work.

11. COOLING OFF PERIOD

The Owner is entitled to a cooling off period of 5 clear business days during which the Owner may rescind this Contract by giving the Contractor notice in writing.

Under the *Building Work Contractors Act 1995 (SA)* the Owner may, by notice in writing, rescind the Contract. The Contract may be rescinded even if Work has commenced under the Contract.

The notice of rescission must be given to the Contractor within five (5) clear business days after signing the Contract.

The notice of rescission must state that the Owner rescinds the Contract, and must be given to the Contractor by serving it personally on the Contractor, or by posting it by certified mail to the Contractor, before the expiry of the period of five (5) clear business days after signing the Contract, to the address shown as the Contractor's address on page 4 of Part A of this Contract.

If a notice of rescission is given to the Contractor:

- (a) the Contract is taken to be rescinded from the time it was signed, subject to (b), (c), (d) and (e) below
- (b) the Contractor may retain out of any money already paid to the Contractor the amount of any reasonable out of pocket expenses that the Contractor incurred before the rescission in respect of any materials supplied by the Contractor in relation to the Contract to the date the notice of rescission is given;
- (c) the Contractor is entitled to be paid, and may retain out of money already paid to the Contractor, a reasonable price for any Work carried out under the Contract to the date the notice of rescission is given;
- (d) the Contractor must refund all other money paid to the Contractor under the Contract by, or on behalf of, the Owner at or since the time the Contract was made; and
- (e) the Owner is not liable to the Contractor in any way for rescinding the Contract.

12. ACCEPTANCE OF CONTRACT

This Contract is made between the Owner and the Contractor.

Part A: Contract Details and Part B: Conditions of Contract form part of this Contract.

As required by the *Building Work Contractors Act 1995 (SA)* the Owner has been given a copy of the *Form 1 – Your Building Contract: Your Rights and Obligations*.

All terms and conditions of this Contract have been explained to the Owner and, in accepting the terms and conditions of this Contract, the Owner acknowledges that they have read and understood the Contract.

Owner(s) Signature:	
Date:	

Owner(s) Signature:	
Date:	

Contractor Signature:	
Date:	

Contractor Signature:	
Date:	

Note: The contractor should check that the Owner's name stated on the contract is the same as that appearing on the certificate of title for the land. A letter from the lending authority or Owner's bank may be requested in relation to capacity to pay.

PART B: CONDITIONS OF CONTRACT

1. CONTRACTOR'S MAIN OBLIGATIONS

[REDACTED]

[REDACTED]

[REDACTED]

2. PAYMENT

The Contract Price includes all matters (including GST) that could be reasonably expected to be necessary for the completion of the Work.

[REDACTED]

3. OWNER'S JOINT AND SEVERAL LIABILITY

If there is more than one Owner, the obligations in this Contract apply to each Owner individually and to all Owners collectively.

4. ACCESS TO THE SITE

The Owner must give the Contractor uninterrupted access to the Site to check measure or for installation or any other purpose to complete the contracted Work. The Owner must provide access for the Contractor and any employee or subcontractor of the Contractor to carry out the Work as required during Work hours allowed by relevant statutory authorities. The Owner must remove any personal property likely to impede the Work.

[REDACTED]

[REDACTED]

5. CHECK MEASURING + APPROVALS

The Contractor will attend the Site and perform the check measure on or before the check measure date (as defined in clause 9 of Part A).

The Contractor may make minor modifications to the plans and specifications agreed to the checked measurements. The Contractor will notify the Owner of any modifications made.

Any additional Work necessary to comply with the modified plans and specifications is a Variation and Clause 8 Part B applies.

If applicable the Owner must prior to the date of the Contract, promptly apply for, and bear the cost of, all necessary application fees for approval of the Work. The Owner must also apply for and obtain, at its expense, all approvals required from any public authority to occupy and use the completed Work. The cost of doing so and all fees are to be paid for by the Owner.

6. OUR RIGHT TO FIX

The Contractor must make good any loss or damage to the Work or property of the Owner caused by the Contractor or the Contractor's employees, agents or subcontractors. The Owner must remove any furniture or personal goods from the vicinity of the Work to minimise the risk of damage.

(a) If at any time the Owner claims the Product is defective, they must notify the Contractor in writing, as soon as possible.

(b) If the Owner fails to notify the Contractor of a claim within a reasonable time of becoming aware of an alleged defect, the Contractor will not be responsible for any damage that results from the Owners delay in notification.

(c) If the Contractor accepts responsibility, they have the right to fix the defect. Any defects that in the Contractor's reasonable opinion may affect the safety of the Works or may lead to it being damaged will be fixed as soon as practicable. The Owner must give the Contractor access to do this in accordance with Clause 4 of Part B.

When the Contractor completes the Work, the Contractor must notify the owner in writing certifying that the Work has been completed in accordance with this Contract. Within 14 Days of receipt of written notice from the Contractor, the Owner must advise the Contractor in writing of any items of work the Owner considers to be incomplete or defective. If the Owner does not notify the Contractor, the Work will be taken to be complete.

The Contractor must complete any outstanding work promptly and again notify the Owner in writing. Unless the Owner notifies the Contractor in writing that any item is still incomplete or defective within a further 14 Days from receipt of notification by the Contractor, the Work will be taken to be complete. Should there be any dispute between the parties as to whether the Work has been completed, it must be dealt with in accordance with the dispute resolution procedure in clause 29.

7. DELAYS

[REDACTED]

8. PLANS & VARIATIONS

The Work including materials may be varied by written agreement between the Owner and the Contractor. The Contractor may claim payment for a Variation as soon as the Variation is completed.

(a) [REDACTED]

9. UNFORESEEN CIRCUMSTANCES

To the extent permitted under law, the Contractor will not be responsible or liable for work arising from factors beyond its control, unforeseen problems or which is outside the initial scope outlined in Part A.

For example, the Contractor will not be responsible or liable for additional work arising from the supply of a Product at the request of the Owner and constructed to the Owner's measurements which subsequently does not fit because the Owner's measurements were incorrect.

[REDACTED]

[REDACTED]

[REDACTED]

10. ASBESTOS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Any asbestos will be managed and controlled in accordance with SafeWork SA Government's policies and codes of practice, including *Code of Practice - How to Manage and Control Asbestos in the Workplace* at https://www.safework.sa.gov.au/uploaded_files/CoPManageControlAsbestosWorkplace.pdf, and any other applicable legislation that governs and regulates the safe removal of asbestos.

11. PRIME COST AND PROVISIONAL SUM ITEMS

Except as otherwise agreed between the Owner and the Contractor in this Contract, the Contractor is not responsible for the supply or installation of any appliances or connection to any services.

Unless the Owner and the Contractor agree otherwise, such Work shall be listed as prime cost or Provisional Sum Items.

Each prime cost or Provisional Sum Item shall be listed in Clause 6 Part A (to be attached) with a stated allowance specifying the estimated cost of supplying the item and/or providing the Work.

Where the actual cost of supplying the item and/or providing the Work is less than the prime cost or Provisional Sum Item allowance set out in Clause 6 Part A, the Contract Price will be reduced by an amount equal to the difference.

Where the actual cost of supplying the item or providing the Work is more than the prime cost or Provisional Sum Item allowance set out in Clause 6 Part A, the difference (plus GST) and plus a 15% surcharge will be added to the Contact Price.

[REDACTED]

[REDACTED]

12. MATERIALS

The Contractor will make every reasonable effort to ensure that Work methods and materials used correspond with sample products selected and/or provided by the Owner. However, the Contractor will not be responsible for Variations in the colour or grain of products such as timber, granite and other natural materials.

To the extent permitted under law, the Contractor will not be responsible for the suitability of material used to manufacture a Product if specified by the Owner. This clause does not limit clause 35 (*statutory rights*).

13. SURPLUS MATERIALS

Unless otherwise agreed between the Owner and the Contractor in this Contract, surplus materials will at all times remain the property of the Contractor.

14. SECURITY INTEREST

The legal title in the Product does not pass to the Owner until all amounts payable under this Contract have been paid in full.

The Owner grants to the Contractor a security interest (and where applicable, a Purchase Money Security Interest) in the Products (including all related proceeds) supplied under this Contract as security for all or part of the amount payable by the Owner to the Contractor under this Contract. The Owner authorises the Contractor to register a financing statement with respect to this security interest on the PPSR and agrees to provide any information to the Contractor necessary to register this security interest.

Until this security interest has been satisfied, in addition to any remedies available to the Contractor under Part 4 of the PPSA:

- (a) the Products must remain clearly identifiable from any other goods of the Owner;
- (b) If the Owner fails to make a due payment in accordance with this Contract, the Contractor may enter the Site and take reasonable action to remove the Product, without being liable to the Owner for any damage to the Site which may be caused by such removal;
- (c) The Owner irrevocably authorises, permits and allows the Contractor unrestricted access to the Site to retrieve the Product in accordance with this clause; and
- (d) The Owner may not sell or deal with the Products without the Contractor’s prior written consent.

Notice requirements under sections 95, 118, 121(4), 130, 132 and 135 of the PPSA shall not apply and not place any obligations on the Contractor in favour of the Owner.

This clause 14 of Part B survives any termination of this Contract.

15. WARRANTY

Contractor warrants that Work will be performed with due care and skill and in accordance with the plans and specifications set out in the Contract. The materials and workmanship of the Products shall be free from defects for a period of []

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. SUSPENSION

[REDACTED]

[REDACTED]

17. TERMINATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. EFFECT OF ENDING THIS CONTRACT

[REDACTED]

[REDACTED]

19. INSOLVENCY

[REDACTED]

[REDACTED]

20. RISK

All Product and materials shall be at the Owner's risk once delivered to the Site.

21. CHARGE OVER LAND

[REDACTED]

[REDACTED]

[REDACTED]

22. COPYRIGHT

The Contractor owns the copyright in all plans, specifications and workshop drawings created by or on behalf of the Contractor.

The party supplying any plans or specifications (documents) for use under this Contract warrants that they may be used for the purposes of this Contract and indemnifies the other party against any liability or cause of action by any person claiming ownership or copyright in respect of the documents or arising out of their use.

This clause 22 of Part B survives any termination of this Contract.

23. DEFAULT INTEREST

If the Owner fails to make any payment due under this Contract on time, the Contractor will charge the Owner interest on the unpaid amount at the interest rate payable on South Australian Supreme Court judgments as varied from time to time.

This clause 23 of Part B survives any termination of this Contract.

24. DEBT COLLECTING COST

The Owner must reimburse the Contractor for any debt collection costs, including (but not limited to) any legal fees and commissions, which the Contractor pays to recover, or attempt to recover, from the Owner any overdue amount payable under this Contract.

This clause 24 of Part B survives any termination of this Contract.

25. WHOLE AGREEMENT

Subject to law, Part A: Contract Details and Part B: Conditions of Contract and the sketches, quotations, plans and the specifications, including any Variations to those plans and specifications;

- (a) comprise this Contract;
- (b) comprise the whole agreement between the Owner and the Contractor; and
- (c) supersede any prior negotiations, discussions or understandings between the Owner and the Contractor.

26. PREVAILING DOCUMENTS

In the event of any inconsistency or ambiguity as to the agreement between the Owner and the Contractor, the Conditions of Contract, the plans and the specifications have precedence in that order.

27. ASSIGNMENT + SUBCONTRACTING

The Contractor may sub-contract any obligations under this Contract.
The Owner must not give instructions to any subcontractors or workers on the Site.

Neither the Owner nor the Contractor may assign their rights or obligations under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld.

28. GST

In this clause 28:

- (a) "GST Amount", "GST-exclusive Consideration", "Recipient", "Supply Party" and "Tax Invoice" have the meanings given in this clause 28; and
 - (b) other terms used that are defined in the GST Act have the same meanings in this clause 28.
- For each supply made by a party ("Supply Party") under or in connection with this Contract on which GST is imposed:
- (c) the amount payable or to be provided for that supply under this Contract but for the application of this clause 28(c) ("GST-exclusive Consideration") will be increased by, and the recipient of the supply ("Recipient") must also pay to the Supply Party, an amount ("GST Amount") equal to the GST-exclusive Consideration multiplied by the prevailing rate of GST; and
 - (d) the GST Amount must be paid to the Supply Party by the Recipient without set off, deduction or requirement for demand, at the same time as the GST-exclusive Consideration is payable or to be provided, Subject to a valid tax invoice ("Tax Invoice") being provided in respect of the GST-exclusive Consideration.
 - (e) the Supply Party must provide the Recipient with a Tax Invoice before the due date for payment of the supply.
 - (f) If and to the extent an adjustment event arises in respect of a supply made under or in connection with the Contract, then:
 - (i) if the Supply Party's corrected GST Amount is less than the previously attributed GST Amount, the Supply Party must refund the difference to the Recipient;
 - (ii) if the Supply Party's corrected GST Amount is greater than the previously attributed GST Amount, the Recipient must pay the difference to the Supply Party; and

(iii) the Supply Party must issue an adjustment note to the Recipient.

29. DISPUTES

In the event of a dispute arising between the Owner and the Contractor in relation to a matter covered by this Contract, the disputing party must notify the other party in writing of the items in dispute. Subject to and without limiting the *Building Work Contractors Act 1995* (SA), the Owner or the Contractor may seek to resolve the dispute by consulting with a mutually agreed third party mediator.

30. REMOVAL OF ITEMS

[REDACTED]

[REDACTED]

31. GIVING OF NOTICES

[REDACTED]

32. DEFINITIONS

Unless otherwise stated in this Contract:

Attachment means an attachment, schedule, or annexure to this document;

Commencement Date means the date specified as such in Clause 9 of Part A;

Completion Date means the date specified as such in Clause 9 of Part A;

Conditions of Contract means the terms and conditions in Part B: Conditions of Contract of this document;

Contract means Part A and Part B of this document and any Attachments such as sketches, quotations, plans, specifications and Variations relating to this document;

Contract Price means the amount stated in Clause 3 of Part A, subject to any changes in accordance with the Conditions of Contract;

Contractor means the Contractor named in Clause 2 of Part A;

Day/s means calendar days;

GST has the meaning given in the GST Act;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Owner means the Owner named in Clause 1 of Part A;

Provisional Sum Item has the meaning given to that term in Clause 11 of Part B and includes a contingency sum and a prime cost item;

Payment Schedule means the schedule set out in Clause 10 of Part A;

PPSA means the *Personal Property Securities Act 2009*;

PPSR means the Personal Property Securities Register established under the PPSA;

Product means the cabinets, built-ins and/or other Products described in Clause 5 of Part A and set out in the plans and specifications, including any Variations;

Progress Schedule means the schedule set out in Clause 9 of Part A;

Site means the premises described in Clause 4 of Part A where the Works are to be carried out for supply and install or where the Work is to be delivered if the Contract is supply & deliver;

Unforeseen Circumstances means any hidden problems which the Owner did not tell the Contractor about or are only revealed when installing the Product;

Work/s means any one/or more than one of the following: supply, manufacture, install, deliver (as specified in the Contract) and/or provision of other work in relation to the cabinets, built-ins and/or other Products described in Clause 5 of Part A and set out in the plans and specifications, including any Variations; and

Variation means any change in the Works or the method of carrying out the Works; and like words have the same meaning.

All monetary amounts are in Australian currency.

33. SEVERABILITY

Each provision of this Contract shall be read as separate and severable so that if any provision is held by a court of competent jurisdiction to be void or unenforceable for any reason, that provision will be severed from the Contract and the remainder of the Contract will be construed as if the severed provision had never existed.

34. APPLICABLE LAW

This Contract will be governed by, and construed in accordance with, the laws of South Australia.

35. STATUTORY RIGHTS

[Redacted]

36. OTHER CONDITIONS

To the extent required by the *Building Work Contractors Act 1995 (SA)* and subject to this clause, the Works will comply with:

- (a) The Building Code of Australia;
- (b) All other relevant codes, standards and specifications that the Work is required to comply with under any law; and
- (c) The conditions of any relevant development consent or complying development certificate.

The Contractor is not liable if the Works do not comply with the above requirements if the failure relates solely to:

- (a) A design or specification prepared by or on behalf of the Owner (but not by or on the Contractors behalf);
- (b) A design or specification required by the Owner, if the Contractor has advised the Owner in writing that the design or specification contravenes the above requirements.

Any agreement to vary this Contract, or to vary the plans and specification for the Works, must be in writing and signed by the parties.

37. LIMITATION OF LIABILITY

[Redacted]

[Redacted]

[Redacted]

[Redacted]

ATTACHMENTS TO CONTRACT

LIST ANY ATTACHMENTS HERE (including other documents, plans, specifications and designs)