



## Contract Terms of Conditions for Quoted projects

This document is to be read in conjunction with every quote given by  
 ACA Rigging & Crane Hire (VIC) Pty Ltd (ACA).

This document covers all areas not fully covered in detail by the quote provided for each project.

### ACA Rigging & Crane Hire (VIC) Pty Ltd Offer to:

1. We have allowed to perform the works only as per the tender documents itemized and no other information used at the time of the tender, unless specifically stated otherwise in the offer.
2. We have allowed for the supply of qualified riggers, nominated access equipment and a maximum size crane as stated on the quote.
3. We have assumed our work will be continuous to the end of the project once established on site, otherwise a return to site or a recommencement of works will incur an extra cost. We have quoted for our work to proceed during normal working hours only (Monday to Friday 7.00am to 3.30pm excluding R.D.O's & Public Holidays).
4. This offer is firm for a period of 14 days from the date of this offer and acceptance as a fixed price for 3 months from the commencement date on site.
5. Payment claims will be submitted at stages or at the end of the calendar month for work performed or the final claim at the completion of the contract (reference would be less than a month), and will represent 100 percent of the value of work completed or monies expended in connection with this project to the end of each stage, end of month or completion of the contract.
6. Any requirement by the Client or others to repair, modify, conduct additional work as a result of our work or work which may be part of ACA tendered scope of works, these works must be documented to ACA in writing. If it is agreed to be at our cost, sufficient time and opportunity to conduct the work must be given to us. Failure to issue this notice will result in our refusal to accept either the cost of, or the responsibility for the work performed by others.
7. Accepting this quote can be either by providing a purchase order to ACA and/or by sending or giving to ACA site drawings as required to commence the project. On the awarding the project to ACA, these "Terms of Conditions" will form part of the contract and also from ACA web site "General Terms and Conditions" and "Conditions of Hire" will be incorporated into the contract.
8. Our offer is subject to prior commitments at the time of any subsequent negotiations. ACA reserves the right for Termination by Frustration in accordance with the Australian Standard 2545 1993. ACA also reserves the right for termination of the contract due to the failures of the builder to comply with OHS laws. The quotation from ACA is subject to the Terms and Conditions of the Building and Construction Industry Security of Payment Act 2002 (Vic). We have made no allowances for any design, computations, submission of Form 13 & 14, or additional materials to provide for the handling, propping or erection of the client's product and we have assumed that the Design Engineer or client has made or will make all such provisions if required.

**In our offer to perform the above works we have NOT allowed for the following, where an item requires work to be performed, these works are to be performed by others:**

9. Unless otherwise stated in the quote, we have not included for any welding or welded connections between members (i.e. to be all bolted connections), chemical setting/installation of chemical bolts, drilling steel, installing of masonry bolts, core drilling concrete, setting datum, grid lines,

packer heights, grouting, painting or for any installation of steel/purlin to timber. We have not allowed for the assembly of the individual pieces to make up the wall and/or roof bracing i.e. joining the individual members with either a turn buckle or joiner. Bracing member to be assembled to correct length in the case of using the turnbuckle connection method.

10. We have not allowed for any rectifying, altering or modifying steel or second attempts to install steel after alteration or rectification to the members. If a member(s) is found to be incorrect as unable to be installed or failed to be delivered at the agreed time, unable to be installed due to incomplete works by others on site. ACA may provide a prorata credit for the non-erection of the member(s) or this will constitute a variation to the contract to return to site or back to the particular required location on the project to install the particular structural steel member(s) or purlin(s).
11. We have assumed others will supply all necessary loose items for the erection of the steel.
12. Where other trades works follows our works it is assumed the following trades will complete all connections (i.e. all welding and fixings) to our works. Where precast panels are part of the constructions, we have not allowed for any welding of panel to panel connections.
13. Where required to enable the building to be adjusted for plumb, square, straight and for structural stability the client/others is to arrange the steel to be detailed with wall and roof bracing over and above the structural drawings. The client/others (i.e. design engineer) is to determine this requirement prior to the steel detailing commencing. If a requirement is to use additional steel members or propping after a quote is sent to the client a variation to the lump sum will apply.
14. We have not allowed for the supply or installation of any temporary bracing or propping for the structure or for the installation of hand railing on stair stringers where it may be required.
15. Industrial relations delays, union intervention, OHS officer illegal or improper stopping/hindrane of ACA work being performed, which incurs delays to our work and therefore extra cost's, the extra costs incurred will be passed on to the client.
16. The Client will ensure the Builder provides water, amenities including first aid service for our erection crew, suitable site security to the work place, parking spot on site close to the works for ACA work truck, suitably located power with 15amp power supply and when necessary organize & provide traffic management and road closure permits or permits to place equipment on road ways or any other specialized personnel i.e. electrical spotters etc.
17. We have not allowed for the checking of other trades, subcontractors or builder's works for correctness, as a result where ACA work integrates with others work, we are not responsible for any consequence of errors to ACA works as a result of other companies errors. Where an error by others causes extra costs to ACA, ACA will pass these costs on to the client. We have not allowed for any additional personnel on site besides the erection crew, i.e. we have not allowed for a site supervisor to coordinate or mediate site problems as a result of other contractor's errors.

**In allowing to provide a lump sum quote for this project (excluding variations) we require the following items listed below:**

18. The client is to ensure all site works by others which enable our quoted work to proceed has been completed prior to our scheduled commencement on site. All site drawings and information necessary for the erection of the steel will need to be supplied to ACA one week prior to the erection commencing (if required an erection sequence for the individual steel elements as per Work Safe Industry Standard May 09 "Safe Erection of Structural Steel for Buildings) and are to be

accurate, clearly readable, of the latest revision and at a quality of drawings/information above industry average standards.

19. Any information received after the one week prior to the starting date on site will validate a variation to the contract, examples (but not limited to) the engineer requires additional works to be performed that was not shown on the tender drawings either extra components or erection stability etc. All steel components to be clearly marked with information to correspond to the erection drawings and show orientation and direction of steel. Where there is a lack of information and/or incorrect information, we commence erection of the steel as directed and a problem arises from the lack of correct information, ACA takes no responsibility. It is assumed that ACA will not be requiring the use of a computer with the 3D model for the project to obtain the missing information within the site drawings
20. We have only allowed for, that all steel components to join together without alterations or delays. Were any galvanized steel is to be erected, the client is to supply all individual shop drawings for all galvanized components, all galvanized components to be checked for straightness prior to sending to site (if not straight, the components are to be straightened prior to arriving on site), i.e. check to ensure all the galvanized components are not bowed or warped from the galvanizing process. All steel components including loose items required for the erection of the steel to be delivered to site by 7.00am on day of steel erection. We have not allowed for any cleaning or washing down of steel work. Any delays incurred by ACA outside the control of ACA will be bill to the client.
21. The client is responsible to insure that suitable access for the crane and other necessary equipment is provided onto the work area and around the site and up to all work areas. Where the access equipment is to be used on a suspended slab, the slab must have the capacity to support a minimum two off self-motorized access equipment of a weight around 1500kgs each. The builder is to provide onsite parking for ACA's work vehicle. The client is responsible in ensuring the ground conditions are adequate for the operation of our vehicles, cranes, access equipment & personnel, and must be adequately maintained for the duration of our works. The client is responsible for the crane working area (hard stand) that supports the crane and the crane outriggers and also for identifying all disturbed soil and back filled trenches. The ground conditions must be suitable for all weather conditions. We will take due care in accessing the site, we have not allowed for the repair of any damage caused by the necessary access of our cranes or other equipment onto and around the site. We have not allowed for any cleaning down of equipment to remove site soil or contaminates prior to leaving site (builder to provide suitable cleaning equipment and/or personnel). And any delay as a result of inadequate access, poor ground conditions and or ground conditions unsafe for personnel to work in, shall be at the cost of the client. Any costs incurred by ACA for salvage towing cost shall be at the cost of the client to pass on to the builder. The client is to ensure the builder has sufficient security for the site to prevent vandalism, damage or theft of ACA's equipment or hired in equipment by ACA. Any financial losses incurred by ACA due to vandalism, damage or theft of ACA equipment will be invoiced to the client.

Yours faithfully,  
ACA Rigging & Crane Hire (Vic) Pty Ltd



**Neville Bernaldo**  
Director