

**PURCHASE ORDER - MINOR SERVICES****Recitals**

- A. Robson and the Principal have executed a contract in respect of the Project (**Head Contract**).
- B. Robson requires the Services to be undertaken in respect of the Project.
- C. This Agreement sets out the terms on which the parties agree that the Service Provider will perform the Services.

**1 Definitions and Interpretation****1.1 Definitions**

In this Agreement:

**Agreement** means this document and the Purchase Order.

**Background Information** means that term as defined in clause 8.

**Background Intellectual Property Rights** means Intellectual Property Rights in existence prior to the Date of Agreement or developed by the Service Provider independently of this Agreement.

**Building Code** means the Code for the Tendering and Performance of Building Work 2016, as amended or replaced.

**Business Day** means any day other than:

- (a) a Saturday, Sunday or public holiday in Sydney; or
- (b) 27, 28, 29, 30 or 31 December.

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) is designated as confidential on its disclosure; or
- (c) the Service Provider knows or ought to know is confidential.

**Date of Agreement** means the date identified as such in the Purchase Order.

**Deliverables** means the deliverables identified as such in the Purchase Order and all other things the Service Provider is required to provide to Robson under this Agreement.

**Fee** means the fee set out or determined in accordance with the Purchase Order.

**Head Contract** means the contract referred to in recital A.

**Intellectual Property Rights** means all:

- (a) intellectual property rights, including copyright, trademarks, designs, circuit layouts, patents, inventions, discoveries and rights of confidence; and
- (b) other rights or protections of a similar nature to any of the rights referred to in paragraph (a),

whether current or future or registered or unregistered.

**Key Personnel** means the persons identified as such in the Purchase Order.

**Legislative Requirement** means all:

- (a) acts, regulations, by-laws and orders;
- (b) licences, approvals and authority requirements; and
- (c) fees payable in connection with any of the foregoing.

**Material** means all material, including documentation, reports, products, equipment, information and data.

**Milestone** means a milestone included in the Program.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968* (Cth) and any analogous rights.

**Personnel** means a party's employees, agents and contractors, excluding the Service Provider in the case of Robson.

**Policies** means all policies, rules and procedures of Robson or the Principal, as amended, updated or replaced.

**Principal** means the person identified as such in the Purchase Order.

**Professional Standards Legislation** means the *Professional Standards Act 1994* (NSW) and equivalent legislation.

**Program** means the program included in the Purchase Order.

**Project** means the project identified in the Purchase Order.

**Purchase Order** means the purchase order issued by Robson to the Service Provider in respect of the Services.

**Robson** means Robson Civil Projects Pty Ltd.

**Robson's Representative** means the person identified as such in the Purchase Order or such other person notified to the Service Provider by Robson from time-to-time.

**Service Provider** means the person identified as such in the Purchase Order.

**Service Provider's Representative** means the person identified as such in the Purchase Order.

**Services** means:

- (a) the services described in the Purchase Order, as may be varied in accordance with this Agreement; and
- (b) all services necessary or incidental to them.

**Tax Invoice** means a tax invoice that complies with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**1.2 Ambiguity or discrepancy**

- (a) If the Service Provider discovers any ambiguity or inconsistency in or between any document(s) that form this Agreement, it must promptly advise Robson's Representative in writing.
- (b) Following its receipt of a notice under clause 1.2(a), Robson's Representative must give the Service Provider a direction as to the interpretation that applies and the Service Provider must comply with such direction at its cost.

**1.3 Application of this Agreement**

This Agreement applies to Services performed by the Service Provider prior to the Date of Agreement and payments made to it by Robson prior to that date in relation to the Services are deemed to have been made pursuant to this Agreement.

**2 Warranties****2.1 General**

The Service Provider warrants and repeats on each day of the term of this Agreement that:

- (a) prior to executing this Agreement it did all things needed to ascertain the risks associated with performing this Agreement and it has the resources needed to do so;
- (b) it did not rely upon any representation made available to it by or on behalf of Robson in entering into this Agreement;
- (c) all Services and Deliverables will comply with this Agreement and the Head Contract and be fit for the purposes for which they are to be used by Robson and the Principal;
- (d) it is not a member of a scheme to which the Professional Standards Legislation applies; and
- (e) it does not enter into this Agreement as trustee of a trust.

**2.2 Service Provider acknowledgments**

The Service Provider acknowledges and agrees that Robson entered into this Agreement relying on the warranties included in clause 2.1 and would not have done so without them.

### 3 Engagement of the Service Provider

The Service Provider agrees to and must perform its obligations under this Agreement in accordance with its terms and Robson must pay the Service Provider the Fee for doing so.

### 4 Safety and the environment (general)

When carrying out the Services, the Service Provider must:

- (a) comply with, and ensure that its Personnel comply with, all Legislative Requirements concerning work health and safety and the environment; and
- (b) immediately inform Robson's Representative in writing if it becomes aware of the existence or possibility of any work, health and safety or environmental issue concerning the Services or Project.

#### 4.1 Work Health and Safety

- (a) Without limiting its duties under the WHS Laws, the Subcontractor must:
  - (i) ensure that all Works are carried out in a safe manner;
  - (ii) comply with all safety and security requirements of the Principal and Contractor; and
  - (iii) if directed by the Contractor, provide all access and assistance needed to audit the Subcontractor's work, health and safety records.
- (b) As between the parties and for the purposes of the WHS Laws the Contractor is the 'principal contractor' for the Works and Site.

#### 4.2 Environment

- (a) The Subcontractor must comply with all Legal Requirements in respect of environmental management including all State and Federal Legislation applicable to the Work or the site and implement all control measures required to prevent pollution and protect the surrounding environment.
- (b) The Subcontractor must do everything possible to protect, preserve and prevent pollution to the environment arising from or in connection with the carrying out of the Work and is responsible for all such harm, damage or pollution, including but not limited to contamination, to the extent caused or contributed to by the Subcontractor or their work. The Subcontractor shall be responsible for the remediation of any such pollution or contamination arising from or in connection with the carrying out of the Work or this Subcontract;
- (c) The Subcontractor must provide to the Contractor, where requested, any data and information that is or may be required by the Contractor, The Principal or any third party to comply with the National Greenhouse and Energy Reporting 2007 (NGER Act) to the extent that such data and information relates to the Work or this Subcontract.

#### 4.3 Hazardous Substances and Materials

Where the Subcontractor intends to bring onto Site any material or substance that is classified as hazardous or potentially hazardous to health and safety or the environment, the Subcontractor must, before doing so, provide the Contractor with information in respect of such material or substance. The information must include details on the safe handling, storage and use of the material or substance and all precautions to be taken. The Subcontractor must arrange for suitable storage solutions for all such materials or substances to prevent pollution or harm to worker's health and safety.

### 5 Performance of the Services

#### 5.1 General

The Service Provider must:

- (a) perform the Services in accordance with this Agreement;
- (b) comply with all Policies and Legislative Requirements;
- (c) not do anything to put Robson in breach of any Legislative Requirement or the Head Contract;
- (d) where a Service is not performed for a fixed fee, perform it so as to achieve value for money for Robson;

- (e) ensure that its Personnel comply with clauses 4.1(a) – (d); and
- (f) immediately notify Robson's Representative in writing of any breach of any of clauses 4.1(a) – (e) and take such actions as it may require.

#### 5.2 Standard of Services

The Service Provider must:

- (a) only use Personnel who are suitably qualified and experienced to perform the Services;
- (b) perform the Services:
  - (i) diligently and professionally; and
  - (ii) with the level of skill, care and diligence expected of a professional service provider experienced in performing services of a similar size and complexity to the Services; and
- (c) ensure that the Services and all Deliverables are fit for the purposes for which they are to be used by Robson and the Principal.

#### 5.3 Deliverables

- (a) The Service Provider must provide the Deliverables to Robson in accordance with this Agreement and in the form required by Robson.
- (b) All Deliverables must be provided by the dates set out in the Program or as required by Robson.
- (c) Title in a Deliverable passes to Robson on its creation.
- (d) The Service Provider acknowledges and agrees that:
  - (i) Robson does not assume or owe any duty of care to the Service Provider and is not required to check any Deliverable; and
  - (ii) any review of, comment on or direction made by Robson in relation to a Deliverable does not relieve the Service Provider from any of its liabilities and responsibilities in respect of it.

### 6 Personnel and Subcontracting

#### 6.1 Personnel

- (a) The Service Provider must only engage Personnel to perform the Services who:
  - (i) are appropriately qualified and experienced; and
  - (ii) hold all necessary licences and registrations.
- (b) The Service Provider must replace any Personnel involved in performing Services who, in Robson's opinion:
  - (i) do not satisfy the criteria in clause 5.1(a); or
  - (ii) behave in a manner that is unacceptable to Robson.
- (c) The Service Provider must:
  - (i) ensure that each Key Person performs the role allocated to it in the Purchase Order; and
  - (ii) not replace any Key Person without the prior written approval of Robson's Representative.
- (d) The Service Provider is responsible for the acts and omissions of its Personnel as if they were its own.

### 7 Time

#### 7.1 Timely performance of the Services

Unless otherwise directed by Robson's Representative in writing, the Service Provider must:

- (a) commence performing the Services on the Date of Agreement;
- (b) comply with the Program; and
- (c) as soon as it believes it has achieved a Milestone, notify Robson's Representative in writing.

#### 7.2 Delay

The Service Provider must, within 2 Business Days after it became become aware of a matter likely to delay its achievement of a Milestone, give written notice to Robson's Representative detailing the:

- (a) cause of the delay;
  - (b) estimated duration of the delay; and
  - (c) actions it has taken or will take to mitigate it,
- and thereafter every 3 days during the delay provide written reports to Robson's Representative updating it on the matters referred to in this clause 6.2.

## 8 Non-complying Services

If Robson believes any Service has not been performed in accordance with this Agreement, without limiting its rights elsewhere in this Agreement or at law, Robson's Representative may give the Service Provider a direction requiring it to:

- (a) re-perform the Services within a specified time; and
- (b) do all things necessary to:
  - (iii) mitigate the effect on Robson of the failure to perform the Services in accordance with this Agreement; and
  - (iv) put Robson in the position it would have been in had the Service Provider completed the Services in accordance with this Agreement.

## 9 Robson's Material and Background Information

- (a) All Materials made available to the Service Provider by or on behalf of Robson remains Robson's property.
- (b) All reports, documents, data, results, samples and other information (excluding this Agreement) made available to the Service Provider or its Personnel by or on behalf of Robson in relation to the Services, whether before, on or after the Date of Agreement (**Background Information**) are provided for the Service Provider's information only and it acknowledges and agrees that it will:
  - (i) not rely on any Background Information; and
  - (ii) make its own enquiries and form its own views on all Background Information.
- (c) Neither Robson nor any of its Personnel:
  - (i) are responsible for the contents of; or
  - (ii) make any representation or assume any duty of care in respect of,
 any Background Information.
- (d) The Service Provider releases and indemnifies Robson and its Personnel from and against any and all claims arising out of or in connection with the provision of, or the purported reliance on, or the use of, Material or Background Information by the Service Provider or any other person.

## 10 Reports and meetings

### 10.1 Meetings

The Service Provider must attend all meetings and provide all reports required by the Purchase Order or Robson.

## 11 Variations

### 11.1 Directions to vary

- (a) Robson may, by written notice titled "Variation Direction", direct the Service Provider to vary the Services (including by way of increase, decrease, omission or change) and the Service Provider must comply with such direction.
- (b) If the Service Provider receives a direction from Robson which, although not identified as a 'Variation Direction', it considers to be a direction to perform a variation, the Service Provider must:
  - (i) immediately advise Robson's Representative of this belief; and
  - (ii) not comply with the direction until Robson's Representative confirms in writing whether:
    - A. the direction is a Variation Direction;
    - B. the Service Provider should comply with it; or
    - C. Robson withdraws the direction.
- (c) If the Service Provider does not comply with clause 10.1(b), it is not entitled to make any claim in relation to its compliance with the relevant direction.

- (d) If Robson issues a Variation Direction which omits Services, it may perform them itself or by a third party.

## 11.2 Valuation of variations

Unless otherwise agreed in writing by the parties, variations must be valued using:

- (a) the rates set out in the Purchase Order; or
- (b) if the Purchase Order does not include a relevant rate, rates that Robson considers reasonable.

## 12 Suspension of Services

- (a) Except where directed to do so by Robson's Representative, the Service Provider must not suspend the performance of any or all of the Services.
- (b) Robson's Representative may immediately suspend the performance of some or all of the Services by written notice to the Service Provider and it must comply with such direction.
- (c) The Service Provider must resume its performance of suspended Services promptly after being directed to do so by Robson's Representative.
- (d) The Service Provider is not entitled to additional payment or compensation for any costs or losses it incurs as a result of a suspension of the Services.

## 13 Payment

### 13.1 Payment

- (a) The Service Provider must claim payment of the Fee progressively by issuing Tax Invoices in accordance with the Purchase Order that detail the Services performed in the relevant month along with reasonable supporting documentation.
- (b) Subject to its rights under clause 12.4, Robson must pay the Service Provider the amount claimed in a Tax Invoice within 30 days after the date on which it is received by Robson.

### 13.2 No other payments

Except as provided in this Agreement, the Service Provider is not entitled to any payment from Robson other than the Fee.

### 13.3 Condition Precedent

The Service Provider must not issue a Tax Invoice to Robson and Robson is not obliged to make a payment in accordance with clause 12.1(b), unless the Service Provider has effected all insurances required by this Agreement.

### 13.4 Set off

If Robson has a claim to money against the Service Provider, whether under this Agreement or otherwise, it may set off that money against any sum the Service Provider is or may be entitled to in connection with this Agreement.

## 14 Taxes and GST

- (a) Subject to the remainder of this clause 13, the Service Provider must pay all taxes concerning the Services.
- (b) Each party warrants that it is registered for GST and must immediately notify the other if it ceases to be so registered.
- (c) If consideration given by a party (Payer) in connection with this Agreement does not include GST and is consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer must pay the Supplier an additional amount equal to the consideration multiplied by the rate of GST.

## 15 Intellectual Property and Moral Rights

### 15.1 Intellectual Property Rights

- (a) The Service Provider retains ownership of its Background Intellectual Property Rights.
- (b) The Service Provider grants to Robson an irrevocable, perpetual, royalty-free and non-exclusive licence (with a right to sublicense) to use, copy, modify and publish the Service Provider's Background Intellectual Property Rights for any purpose.
- (c) Robson owns, and the Service Provider assigns to Robson on and from their creation free of any encumbrance, all Intellectual Property Rights created or developed by or on behalf of the Service Provider in performing this Agreement

and the Service Provider must do everything necessary to perfect such assignment.

### 15.2 Moral Rights

- (a) The Service Provider agrees, and must procure that it obtains all necessary written consents from its Personnel, to any act or omission that might otherwise infringe an author's Moral Rights in a Deliverable, including before the Date of Agreement.
- (b) If requested by Robson, the Service Provider must promptly provide Robson with evidence of the consents required under clause 14.2(a).

### 15.3 Intellectual Property warranties

The Service Provider warrants and repeats on each day of the term of this Agreement that:

- (a) it owns all Intellectual Property Rights provided under or in connection with this Agreement; and
- (b) the use of the Deliverables by Robson and the Principal and their respective Personnel will not cause Robson to be in breach of any third party's Intellectual Property Rights or Moral Rights.

## 16 Indemnity and Liability

### 16.1 Indemnity

- (a) The Service Provider must indemnify Robson and its Personnel from and against all claims, damage, expenses, losses and liabilities in respect of any:
  - (i) breach of this Agreement by the Service Provider;
  - (ii) wilful, unlawful or negligent act or omission of the Service Provider or its Personnel;
  - (iii) loss of, loss of use of, destruction or damage to, real or personal property, caused or contributed to by the Service Provider or its Personnel;
  - (iv) infringement of Intellectual Property Rights or Moral Rights caused or contributed to by the Service Provider or its Personnel or any claim by a third party against Robson or the Principal in respect of Intellectual Property Rights assigned or licensed to Robson by the Service Provider;
  - (v) injury to, or disease, illness or death of, persons caused or contributed to by the Service Provider or its Personnel;
  - (vi) breach by the Service Provider or its Personnel of a duty of confidence owed to Robson; or
  - (vii) any act of abandonment of some or all of the Services by the Service Provider.
- (b) The Service Provider's liability under clause 15.1(a) is reduced to the extent that a negligent act or omission of Robson contributed to the relevant claim, damage, expense, loss or liability.
- (c) Each indemnity in this Agreement is a continuing obligation, separate and independent from all other obligations and survives the termination, rescission or expiration of this Agreement.
- (d) It is not necessary for a party to incur an expense before enforcing an indemnity.
- (e) A party must pay on demand any amount it must pay under an indemnity in this Agreement.

### 16.2 Indirect Loss

To the fullest extent permitted by all relevant Legislative Requirements, Robson has no liability to the Service Provider or any of its Personnel under or arising out of this Agreement for any:

- (a) loss of revenue, use, production, goodwill, profit, business, contract or anticipated savings;
- (b) financing costs or increase in operating costs; or
- (c) other purely financial or economic loss or other special or indirect loss or damage.

### 16.3 Proportionate Liability

The parties acknowledge and agree that:

- (a) to the fullest extent permitted, Part 4 of the *Civil Liability Act 2002* (NSW) (the **Liability Act**) is excluded in relation to claims arising out of this Agreement; and
- (b) if any provision of the Liability Act applies to any claim between the parties arising out of this Agreement, the Service Provider will indemnify Robson and its Personnel from and against all losses, costs, expenses and claims they suffer or incur which the Service Provider would be liable but for the operation of the Liability Act.

## 17 Insurance

### 17.1 Service Provider's insurances

The Service Provider must:

- (a) from the Date of Agreement, effect and maintain the following insurances:
  - (i) public liability insurance for the term of this Agreement that:
    - A. is for not less than the amount stated in the Purchase Order for each and every claim;
    - B. is written on an occurrence basis covering the liability of the Service Provider and its Personnel to third parties for property loss or damage or loss of use and injury to, disease or illness (including mental illness) of or death of persons arising out of, or in connection with, the performance of the Services; and
    - C. names Robson and the Principal as insured;
  - (ii) workers' compensation insurance for the term of this Agreement as required by Legislative Requirement;
  - (iii) compulsory third party motor vehicle insurance as required by Legislative Requirement for the term of this Agreement in respect of all vehicles used in connection with the performance of the Services;
  - (iii) comprehensive motor vehicle insurance for the term of this Agreement that:
    - A. is for not less than the amount stated in the Purchase Order; and
    - B. covers all motor vehicles used in connection with the performance of the Services; and
  - (iv) professional indemnity insurance until the date that is 7 years after the expiry or earlier termination of this Agreement that:
    - A. is for not less than the amount stated in the Purchase Order;
    - B. covers the Service Provider and its Personnel for:
      - a. any breach of a professional duty owed in performing the Services;
      - b. any unintentional breaches of Intellectual Property Rights; and
      - c. the recreation of documents;
    - C. includes one automatic event of reinstatement;
    - D. has a retroactive date no later than the date on which the Service Provider commenced performing Services; and
    - E. includes a definition of 'professional services' broad enough to cover all professional activities undertaken by the Service Provider under this Agreement;
- (b) effect the insurances required by clause 16.1(a):
  - (i) with insurers having a Standard and Poor's rating of A or better; and
  - (ii) on terms satisfactory to Robson;
- (c) ensure that its subcontractors maintain insurances that comply with clauses 16.1(a) and 16.1(b);

- (d) on or before the Date of Agreement, provide Robson's Representative with certificates of currency in respect of the insurances required by clause 16.1(a) and thereafter whenever required by Robson's Representative; and
- (e) ensure that:
  - (i) it does not cancel, rescind or fail to renew any policy required by clause 16.1(a);
  - (ii) it does not do or omit to do anything which may prejudice the level of cover afforded by any required insurance policy;
  - (iii) it immediately notifies Robson's Representative in writing of anything which may result in a required insurance policy lapsing, being cancelled or rescinded; and
  - (iv) it complies fully with all relevant duties of disclosure and utmost good faith.

## 17.2 Cross liability

The Service Provider must ensure that all policies required by clause 16.1 to be in joint names include a cross liability clause.

## 18 Dispute resolution

- (a) If a dispute arises under or out of this Agreement, either party may issue a notice to the other setting out details of the dispute.
- (b) Within 10 days after a notice is received by a party in accordance with clause 17(a), senior representatives from each party must meet to endeavour to resolve the dispute in good faith.
- (c) If a dispute is not resolved within 15 days after the meeting referred to in clause 17(b), either party may commence litigation to resolve it.
- (d) The Service Provider must continue to perform the Services in accordance with this Agreement despite the existence of a dispute.
- (e) Nothing in this clause 17 prejudices the right of a party to seek injunctive or urgent relief.

## 19 Default and Termination

- (a) If the Service Provider commits a substantial breach of this Agreement, Robson may issue it with a written notice to show cause which states:
  - (i) the alleged substantial breach;
  - (ii) that the Service Provider is required to show cause in writing; and
  - (iii) the time by which the Service Provider must do so.
- (b) If the Service Provider fails to show cause to Robson's satisfaction by the required time, Robson may immediately terminate this Agreement by written notice to the Service Provider.
- (c) Notwithstanding the remainder of this clause 18, if the Service Provider commits a substantial breach of this Agreement that is incapable of remedy, Robson may immediately terminate this Agreement by written notice to the Service Provider.

## 20 Termination for Insolvency

If Robson believes the Service Provider is or may soon be financially unable to proceed with this Agreement, Robson may, to the extent permitted by law, immediately terminate this Agreement by written notice to the Service Provider.

## 21 Termination for Convenience

- (a) Robson may:
  - (i) at any time, for its convenience and by written notice to the Service Provider, terminate this Agreement effective from the time stated in the notice; and
  - (ii) thereafter, at its discretion, complete the uncompleted Services itself or by others.
- (b) If Robson terminates this Agreement under clause 20(a):
  - (i) the Service Provider must, as a condition precedent to any entitlement to payment, hand over to Robson originals of all Background Information;
  - (ii) Robson must pay the Service Provider the applicable portion of the Fee for Services performed in accordance with this Agreement up to the date of termination; and

- (iii) except as set out in clause 20(b)(ii), the Service Provider is not entitled to payment in connection with such termination.

## 22 Confidentiality

- (a) Subject to clause 21(b), the Service Provider must not, without the prior written consent of Robson's Representative, divulge or permit its Personnel to divulge (other than to properly perform this Agreement) any Confidential Information.
- (b) The restrictions in clause 21(a) do not apply to Confidential Information which is:
  - (i) made public through no default of the Service Provider or any of its Personnel; or
  - (ii) required to be disclosed by Legislative Requirement.

## 23 Media

The Service Provider must not discuss the Services, the Project, the Principal or Robson (including its Personnel) with any media without Robson's Representative's prior written approval and must refer all such enquiries to Robson's Representative.

## 24 Notices

A notice under this Agreement is only effective if it is in writing, signed by the party's Representative, addressed to the other party's Representative and left at, mailed or emailed to the addressee's address in the Purchase Order. If:

- (a) left at the addressee's address between 9:00am and 5:00pm on a Business Days, it is taken to have been immediately received;
- (b) sent by mail, it is taken to have been received 3 Business Days after posting; or
- (c) sent by email, section 13A of the *Electronic Transactions Act 2000* (NSW) applies to determine when it is received.

## 25 Waiver

Nothing in this Agreement will be waived, discharged or released unless it is done so in writing.

## 26 Governing law

This Agreement is governed by the laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts of that State.

## 27 Entire Agreement

This Agreement contains the entire agreement between the parties in respect of its subject matter.

## 28 Assignment and novation

The Service Provider must not assign, transfer, novate or otherwise create an interest in any or all of its rights or benefits under this Agreement without the prior written consent of Robson's Representative.

## 29 Giving effect to this Agreement

The Service Provider must do anything, and ensure that its Personnel do anything, that Robson may reasonably require to give full effect to this Agreement.

## 30 Invalidity and enforceability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement and the invalid or unenforceable part is severable.

## 31 Amendment

This Agreement may only be amended by a document signed by or on behalf of each party.

## 32 Survival

This clause 31 and clauses 1 - 5, 8, 10.1(d), 10.2, 12.3, 12.4 and 13 - 30 (including the licence granted in clause 14.1(b)) survive the expiry or termination of this Agreement.

## 33 Building Code

The Subcontractor must at all times during the term of this Subcontract comply with the Building Code and ensure that all of its Personnel do likewise.