

CPCBC4007A

PLAN BUILDING OR CONSTRUCTION WORK

ASSESSMENT SUMMARY

The assessment activities for *CPCBC4007A Plan building or construction work* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	Tess Veldink
------------------	--------------

Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☒ Satisfactory	☐ Not Yet Satisfactory
Outcome for Unit of Competency	☐ Competent	☐ Not Yet Competent

Assessor Name	Shane Lawson
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date. 16 10 2020

CPCBC4007A

PLAN BUILDING OR CONSTRUCTION WORK

THEORY EXAM INSTRUCTIONS

- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that this is your own work.
- Assessors are to complete marking in pen of a different colour to the Participant.
- If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 - If a Participant changes their response in writing, they must put their initials next to the written change.
 - If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

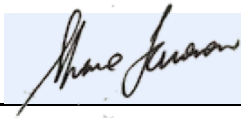
Participant name Tess Veldink

Participant signature Tess Veldink

Date 13/09/2020

Assessor name Shane Lawson

Assessor signature



Date Click here to enter a date. 16 10 2020

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
		Satisfactory	Not Yet Satisfactory
45	40	☐	☐

ASSESSOR COMMENTS
Q14 2 answers are wrong Q15 this card is issued once to all workers Q 21 A purchase _____ would be used to order materials Q35 what computer program would you produce a gant chart on Q39 in relation to Q36 ie 1 then _____ then etc Good effort some minor mistakes

Q1. Name one (1) document you might read alongside the contract to identify the following aspects:

- Material requirements
- Plant requirements
- On-site labour requirements
- Any unusual aspects of construction

Answer Specifications Document



Q2. Name the Act and identify the section that outlines the maximum deposit amounts that may be accepted by a builder before services are provided. Identify the maximum deposit amounts and the penalties for breaching such requirements.

Answer

Section of Act	Requirements and penalties
Queensland Building and Construction Commission Act 1991 – Division 2 Payments relating to contracts 33 - deposits	(1) The building contractor under a regulated contract must not, before starting to provide the contracted services at the building site, demand or receive a deposit under the contract of more than — (a) for a level 1 regulated contract (other than a contract mentioned in paragraph (c))— 10% of the contract price; or (b) for a level 2 regulated contract (other than a contract mentioned in paragraph (c))— 5% of the contract price; or (c) for a level 1 or 2 regulated contract under which the value of the off-site work is more than 50% of the contract price— 20% of the contract price. Maximum penalty — 100 penalty units.



Q3. Identify three (3) subcontractors you may engage for a job and the type of work they may undertake.

Answer

Subcontractor	Work
---------------	------



Electricians	Arranges electricity to be connects by fitting cables to light fixings and GPO's
Plumbers	Organises water supply by installing pipes and drains and gutters
Concreters	Pour down slabs for construction

Q4. Which of the following methods may be used to find subcontractors for a project? Tick all that apply.

Answer

Choice	Possible Answers
☒	Advertising
☒	Networking
☒	Online searches
☒	Tenders
☒	Word of mouth



Q5. Explain the importance of determining subcontractor or plant availability for a job.

Answer

It's important to know subcontractors and plant hire availability for a project so you can schedule them in for when you need them and you need to ensure they are available if you need them urgently, so you can rely on them



Q6. Identify two (2) methods you might use to find a supplier for materials.

Answer 1.Using the same suppliers from other projects
2.Internet ☒

Q7. Name two (2) factors that may impact on the availability of materials.

Answer Stock from manufactures & delayed delivery ☒

Q8. Australian Standards must be considered when selecting materials. Identify the Australian Standard (referenced in the National Construction Code) which relates to the requirements for interior lighting.

Answer AS/NZS 1680, 2009 – Part O – Interior Lighting F4.4 ☒

Q9. Identify two (2) types of plant that may be used for a building project and identify the type of work they may be used for.

Answer ☒

Plant	Work
Excavator Hire	Earthmoving machine that moves dirt on an construction site
Bob Cat	Can be used for site clean up removal of rubbish or site prep such as removal of turf, sand etc

Q10. Identify two (2) types of equipment that may be used for a building project and identify the type of work they may be used for.

Answer ☒

Equipment	Work
-----------	------

Wheelbarrows	Moving an material from one place to another
Ladder	For someone to reach works high up

Q11. Identify two (2) of the records you should keep when hiring plant and/or equipment.

Answer Photos of before and after and dates used



Q12. Name five (5) temporary services that need to be organised for a building site.

Answer 1.electricity
2. water
3.Fencing
4. Bins
5. Barricades



Q13. True or False (Tick your response): Site accommodation should be provided where construction work occurs in a remote area.

Answer

☒	True
☐	False



Q14. What is required of a builder before any person is allowed on a building site? Tick all that apply.

Answer

Choice	Possible Answers
☒	To check the person has a Construction Induction Card



☒	To check the person has the approval of the local council
☒	To check the person is wearing appropriate signage
☒	To keep a record of all inductions and all personnel on the site

Q15. Who issues a construction induction card? Tick your response.

Answer

Choice	Possible Answers	
☐	Australian Parliament upon fee payment	
☒	Each site at the conclusion of a site induction	
☐	Registered Training Organisations at the conclusion of training	

Q16. Identify one (1) action you might take to facilitate site access for machinery.

Answer Ensure there is adequate room for trucks to stop and use lifting equipment ☒

Q17. Identify the Volume and Sections of the NCC that relate to access to buildings for Classes 1 and 10, and Classes 2 to 9.

Answer	Classes 1 and 10	Classes 2 to 9	☒
✓	Volume 2 – Part 2.5 Safe movement and access	Volume 1 - Section D - Access & Egress	✓

Q18. You should contact your local council to be approved for out of hours construction. Identify the required documentation for an application and the timeframe for approval.

Answer Redland City Council -
Site-specific Construction noise management plan, copy of notification letter that will be provided to residents which include, contract name and numbers, dates and times and type of activities – once submitted to the council a decision will be made in 10 days ☒

Q19. In addition to the permit from Q18. identify two (2) other permits you may need to obtain to undertake a building project.

Briefly describe the documents required for approval and who these should be submitted to for approval.

Answer	Permit	Documentation and approval body	☒
	Footpath closure	The council requires this permit when footpaths are getting worked on or used for construction	
	Road closure	The council requires this permit when there is road maintenance or works at the interfering with traffic	

Q20. True or False (Tick your response): Project commencement date is always at the date the contract is signed.

Answer

☐	True
☒	False



Q21. What document should be developed when purchasing supplies or construction materials?

Answer

Delivery sheet ☒



Q22. True or False (Tick your response): Every delivery should be physically checked against the delivery sheet.

Answer

☒	True
☐	False



Q23. Who should be contacted if items are missing from a delivery?

Answer

The supplier ☒



Q24. Name the Act and identify the section that outlines the requirement to implement hazard and risk management on site. Briefly describe the requirements.

Answer

Section of Act	Requirements
Work Health & Safety Regulations 2011 – Chapter 3 part 3.1	This part applies to a person conducting a business or undertaking who has a duty under this regulation to manage risks to health and safety. Any specific requirements under this regulation for the management of risk must be complied with when implementing the requirements of this part. <i>Examples-</i> a requirement not to exceed an exposure standard, a duty to implement a specific control measure, a duty to assess risk



Q25. Identify one (1) regulation that an organisation's WHS policies and procedures must comply with.

Answer ☒

Q26. What document should be followed when disposing of hazardous materials?

Answer ☒

Q27. An asbestos removal control plan is required when more than ____m² of asbestos containing material is to be removed.

Answer ☒

Q28. True or False (Tick your response): A site assessment should be undertaken if contamination is known or likely to be present from the removal of existing services.

Answer

☒	True
☐	False

☒

Q29. True or False (Tick your response): Multiple projects can be planned using a single Gantt Chart.

Answer

☒	True
☐	False

☒

Q30. What are the advantages of hiring subcontractors to work across multiple nearby projects? Explain with an example.

Answer ☒

Q31. Provide one (1) example to explain why construction operations must be sequenced.

Answer Construction operations must be sequenced because it allows for a breakup of activities where trades are required to complete their work at different stages such as electricians – electricians complete their pre-wire (rough in) and then complete their final wiring stage at a different date ☒

Q32. Which of the following should be considered as part of task sequencing? Tick all that apply.

Answer ☒

Choice	Possible Answers
☒	Holidays
☒	Labour availability
☒	Plant availability

Q33. Order the following construction operations from 1 to 6 to form the most efficient sequence.

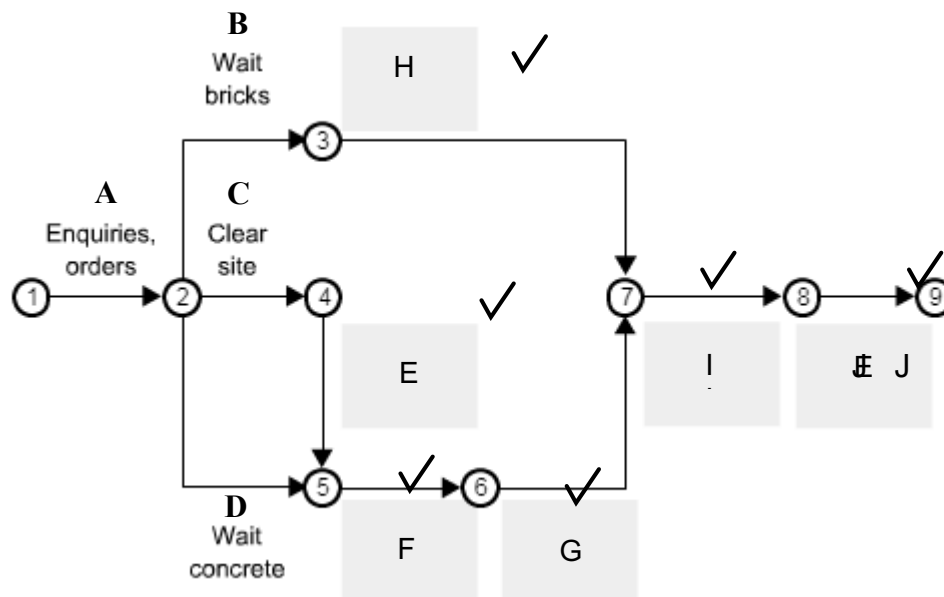
Answer ☒

Step Number	Steps
2	Excavation of footings
3	Floor frame
6	Installing brick base
5	Roof trusses
1	Set out
4	Wall frames

answer would depend on whether house is on stumps or slab on grade

Q34. Refer to the table below to complete the chart shown. Label the blank boxes with the appropriate Task ID letters.

Task ID	Task	Preceding event	Nodes
A	Make enquiries and order all materials required	Start	1
B	Wait for bricks, sand and cement to arrive	A	2
C	Clear vegetation from the site	A	2
D	Order concrete to be delivered	A	2
E	Dig the trench	C	4
F	Pour the footings	E	5
G	Footings curing time	F	6
H	Load the bricks on the site	B	3
I	Mix the mortar and lay the bricks	H	7
J	Clean rubbish from the area	I	8
	Finish	J	9



Answer

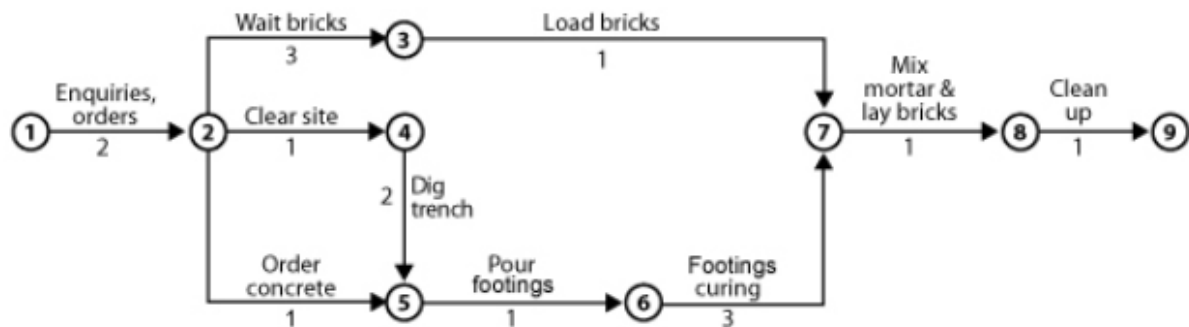


Q35. Name one (1) computer-based software package that may be used to prepare a project schedule.

Answer



Refer to the chart below to respond to Q36. to Q40. This chart shows the task sequence for building a brick fence.



Q36. What is the total time for the process if the top path is taken? Tick your response.

Choice	Possible Answers	☒
☒	8 days	
☐	9 days	
☐	11 days	

Q37. What is the total time for the process if the path through nodes 2, 4 and 5 is taken? Tick your response.

Choice	Possible Answers	☒
☐	8 days	
☐	9 days	
☒	11 days	

Q38. What is the total time for the process if the path through nodes 2, 5 and 6 is taken? Tick your response.

Choice	Possible Answers	☒
☐	8 days	
☒	9 days	
☐	11 days	

Q39. Describe the critical path.

Answer The critical path is defined as the shortest completion time possible to complete the job



Q40. True or False (Tick your response): Even if the brick delivery in the top path was late by two (2) days, it is possible that the job will still run on schedule.

Answer

☒	True
☐	False



Q41. Identify three (3) factors that may impact on the critical path of a project and cause it to need revision.

Answer 1.Delays in materials
2.Delays in labour
3. depending on the path taken will depend on how much float is in the job



Q42. Which major point(s) should you note when carrying out an inspection of neighbouring properties? Tick all that apply.

Answer

Choice	Possible Answers
☐	If the neighbours drive the right kind of car for that neighbourhood
☒	Structure and condition of any boundary fences
☒	Type and condition of all structures on the boundary
☐	Whether the houses are of Victorian heritage



Q43. Why should you take photographs of site boundaries with neighbouring properties?

Answer Take photos to support your report it will be helpful in the event of an dispute with an neighbour



Q44. When should a condition report be given to owners of adjacent buildings? Tick your response.

Answer

Choice	Possible Answers
☒	Before construction commences
☐	During construction
☐	After construction completes



Q45. When might a neighbouring property owner be required to refer to a condition report?

Answer

If damage has occurred through the construction process



CPCBC4007A

PLAN BUILDING OR CONSTRUCTION WORK

PRACTICAL ASSESSMENT INSTRUCTIONS

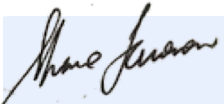
- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Tess Veldink

Participant signature Tess Veldink

Date 15/09/2020

Assessor name Shane Lawson

Assessor signature 

Date Click here to enter a date. 16 10 2020

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	Yes ☐	☐
Task 1 (Occasion 2)	Yes ☐	☐

ASSESSOR COMMENTS
Practical evidence provided and 3rd party confirmation

CPCCBC4007A
PLAN BUILDING OR CONSTRUCTION WORK

Practical Task 1 (2X)		
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to plan on-site activities, including the employment of physical and human resources and the development of documentation and advice for relevant authorities: - Occasion 1: Residential projects - Occasion 2: Commercial projects The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - A construction program/schedule for a project showing: - The sequencing of the trades, etc. - Working and non-working days, etc. - Local authority construction commencement notices - Pre-construction site inspection reports or dilapidation reports - WHS policy The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.		
Resources required: Computer (ideally with project scheduling software), Building Contract, Organisational policies, Telephone, Facsimile.		
Assessment of task		
Name of participant:	Tess Veldink	
Name of observer:	Thomas Jacobs	
Role of observer (Confirm suitability to sign)	Owner/Electrician – Thomas Blake Electrical	
Email address of observer	Tom@electricservices.com.au	
Signature of observer:		
Date:	21/09/2020	
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.	
	1st Occasion	2nd Occasion
1 Appraise contract documentation		
1.1A. Review contract documentation, codes, standards and regulations to identify any unusual aspects of construction, use of materials or penalties.	☒	☒
1.1B. Determine availability of selected subcontractors to suit the job requirements.	☒	☒
1.1C. Assess availability of materials and confirm with suppliers.	☒	☒

1.1D. Identify site access requirements and limitations, taking action to facilitate entry.	☒	☒
1.1E. Prepare documentation for authorities controlling construction work and determine project commencement date.	☒	☒
1.1F. Implement procedures for controlling and recording site deliveries.	☒	☒
2 Construction operation strategies		
1.2A. Identify organisational strategies for implementing construction.	☒	☒
1.2B. Implement procedures for recording the hire of plant and equipment.	☒	☒
1.2C. Implement organisational WHS policies and procedures, including hazard and risk management.	☒	☒
1.2D. Implement procedures for the removal of existing services and hazardous materials, in accordance with Environmental Protection Agency requirements.	☒	☒
1.2E. Follow procedures for the control of multiple projects.	☒	☒
3 Project schedule		
1.3A. Sequence construction operations.	☒	☒
1.3B. Enter operation details into a manually prepared project schedule or computer-based software package.	☒	☒
1.3C. Define critical path of the project, revising as required.	☒	☒
1.3D. Adjust project timeframes to account for anticipated delays.	☒	☒
4 Required resources		
1.4A. Determine and document temporary services and site accommodation requirements.	☒	☒
1.4B. Determine and document plant requirements and availability, with reference to contract documentation.	☒	☒
1.4C. Determine and document on-site labour requirements, with reference to contract documentation.	☒	☒
5 Condition reports		
1.5A. Complete reports on the condition of existing buildings and structures on adjacent site boundaries.	☒	☒
1.5B. Forward copies of condition reports to the owners of adjacent buildings prior to commencing construction.	☒	☒
1.5C. Effectively communicate using the following methods: • Telephone, facsimile, email and in writing • Language/concepts appropriate to cultural differences • Non-verbal communication	☒	☒
The Participant's performance was: ☒ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS

Both occasions planned a building/construction work for residential and commercial project. The residential project submitted evidence such as Work, Health & Safety Policy, project schedule of trades, residential contract and a commencement notice letter, The commercial project was an aged care facility evidence submitted included a delivery schedule/goods received spreadsheet, working and non-working calendar, project schedule from the builder and electrical contractors and a Work Health & Safety policy,

Appraise Contract Documentation

At the start of both occasions it was highlighted that the Contract Administrator reviewed all parts of the contract including codes and standards and the kind of contract and the limitations were explained.

Availability of subcontractors and materials were discussed, both occasions decided to use the same companies they have used for other projects due to the high-quality work and availability. A list of main trades for the project was also emailed through to the Project Manager. Site access pros and cons of having the projects at the end of a street was explained, and the commencement date letter for the neighbourhood was lightly touched on, and for the first occasion a letter was submitted.

The Contract Administrator then explained the procedures for when materials get delivered to site and ensuring they are being counted for, using Sharepoint for all spreadsheets so everyone has access to them. A delivery schedule and goods received spreadsheet was submitted for occasion two.

Construction Operation Strategies

The different organisational strategies were discussed over a meeting between the contract administrator and the project manager for both projects. An email was then sent with the answers in red. The contract administrator then gave a procedure overview on Work, Health & Safety, Equipment and plant hire, Removal of hazardous materials and the Ganett Chart. A WHS policy for each company was submitted to show what all employees will review and sign.

Project Schedule

Both occasions submitted their versions of a sequence of construction operations. The commercial schedule was more detailed than the residential project schedule, however, overall gave the same information.

Ganett chart and the PERT Program are both project management software that could be used to create the project schedules. Both occasions discussed what both software packages do and the benefits of using them. Determining the critical path was explained in detail and the importance of understanding it. Giving the clients a heads up when timeframes are to be adjusted or delays was touched on at the end of this section.

Required Resources

Occasion one organised all temporary site accommodations and gave updates to the project manager with delivery dates. Occasion two didn't organise the temporary site accommodations as it's something that the builder organises however an update was given to the project manager.

Plant hire and on-site labour requirements for both projects were discussed, ensuring that all site files are read over and spreadsheets are up to date to establish the demand.

Condition Reports

The importance of condition reports on existing buildings was discussed, a residential site report was submitted for the first occasion. Both occasions conducted a report of the neighbourhood and sent to the client's so everyone is on the same page before construction.

Both occasions used effective communication throughout. An email trail was used for non-verbal communication between the contract administrator and project manager. Meetings between the colleagues were used as verbal communication to discuss project strategies. Appropriate language and concepts to discuss construction topics and ideas was used in both occasions.

QC1
2000

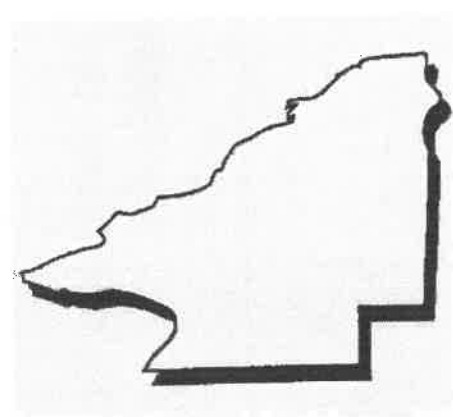
☐ OWNER'S COPY ☐ BUILDER'S COPY

OWNERS: Jeffrey Veldink and Gabrielle Veldink
SITE ADDRESS: Lot 48 Cassin Place, Redland Bay



Plain Language
**New Home
Construction
Contract**

**This Contract is suitable for the
construction of a new home to
completion only**



This Contract complies with Domestic Building
Contracts Act 2000

©Copyright Housing Industry Association Limited
ACN 004 631 752 ABN 99 004 631 752 April 2001
All rights reserved. No part of this document may be
reproduced, stored, copied, distributed or transmitted
in any form or by any means without the prior written
consent of HIA.



These general conditions have been prepared by HIA based on policy and risk allocation decisions of HIA.

These general conditions are not suitable for domestic building work outside Queensland as that work may be covered by particular legislation in different States.

The terms and condition set out in These conditions may not be suitable for every project and have been designed for use for building a new home to completion.

HIA does not make any representation as to the suitability of these conditions for any particular project.

As legislation affecting domestic building work may change from time to time users should, prior to using these general conditions, satisfy themselves about the effect on these general conditions of any such changes made after the date of these general conditions

Users of these conditions must make their own assessment (or seek professional advice) as to the appropriateness of these conditions for a project or any changes that may need to be made to these conditions.

ATTENTION NEW HOME BUYER:

Schedule 1 provides for the Owner's e-mail address.

Please only complete this if you prefer we forward correspondence to you by e-mail rather than by mail.

Table of Contents

SCHEDULES

SCHEDULE 1 Particulars of Contract 2

SCHEDULE 2 Progress Payments 5

SCHEDULE 3 Excluded Items 7

SCHEDULE 4 Prime Cost and Provision Sum Items and Allowances 7

GENERAL CONDITIONS

CLAUSE 1 Performance 9

CLAUSE 2 Commencement 9

CLAUSE 3 Completion and Progress 9

CLAUSE 4 Progress Payments 10

CLAUSE 5 Direction to the Lending Body 10

CLAUSE 6 Evidence of Title 11

CLAUSE 7 Evidence of Capacity to Pay 11

CLAUSE 8 Security Account 12

CLAUSE 9 Site Information and Survey 12

CLAUSE 10 Site Possession and Access 13

CLAUSE 11 Compliance with Requirements of Local and Other Authorities 13

CLAUSE 12 Use of Plans 14

CLAUSE 13 Discrepancy or Error in Documentation 14

CLAUSE 14 Insurance and Risk 15

CLAUSE 15 Unforeseen Circumstances 16

CLAUSE 16 Delays and Extensions of Time 17

CLAUSE 17 Compliance with Workplace Health and Safety Act 18

CLAUSE 18 Suspension of Work 19

CLAUSE 19 Variations 21

CLAUSE 20 Prime Cost and Provisional Sum Items 21

CLAUSE 21 Excluded Items 22

CLAUSE 22 Other Costs 22

CLAUSE 23 Materials Etc. Supplied by Owner 23

CLAUSE 24 Practical Completion 23

CLAUSE 25 Owner Taking Possession 24

CLAUSE 26 Defects Liability Period 25

CLAUSE 27 Termination by Default 25

CLAUSE 28 Termination for Insolvency 27

CLAUSE 29 Assignment and Subcontracting 27

CLAUSE 30 Notices 28

CLAUSE 31 Late Completion Damages 28

CLAUSE 32 Default Interest 28

CLAUSE 33 Debt Collection Costs 28

CLAUSE 34 Charge of Materials and the Site 28

CLAUSE 35 Statutory Warranties 29

CLAUSE 36 Disputes 29

CLAUSE 37 Interpretation 29

ANNEXURE 1 Deed of Guarantee and Indemnity 34

ANNEXURE 2 Contract Information Statement 35

SCHEDULES 1 to 4 must be completed and form part of this contract.

SCHEDULE 1 PARTICULARS OF CONTRACT

ITEM

1. This contract is dated the 2 day of June 20 03

2. The owner's name(s) Jeffrey Veldink & Gabrielle Veldink
address 3 Camdrecht Cleveland
Email address _____
ACN _____ ABN _____
Mobile Phone 041517251 Phone (w) 38212520 Phone (h) 38210940
Is the owner a resident owner? YES/NO (Delete one)

3. The builder's name(s) Carol Homes Old Pty Ltd
address 42 Silegato Drive, Oxenford, Queensland, 4210
Email address customerservice@carolhomes.com.au
ACN 097 304 062 ABN _____
builder's licence no. 1014053 HIA membership no. 857597
Fax 07 5529 4188 Mobile phone N/A
Phone (w) 07 5529 4222 Phone (h) N/A
TO VERIFY YOUR BUILDER IS A HIA MEMBER CALL 1902 973 535

4. The works (describe generally (ie. Low set brick veneer house) and state the plans and specifications that set out the detail of the works and form part of this contract).
Brick veneer house as described in plans numbered 1 to 15 dated 28-May-03 and Specifications numbered 1 to 6 dated 26-May-03 reference SP7847 and New Home Tender numbered 1 to 12 dated 26-May-03 reference 100003.

5. Contract price (Clause 1 and 38). The contract price includes GST.
Price excluding GST \$170,155.46
Plus GST on the above amount \$17,015.54
The contract price is GST inclusive One Hundred and Eighty Seven Thousand One Hundred and Seventy One Dollars (\$187,171.00)

WARNING-The contract price is subject to change. The clauses that allow for changes to the contract price are clauses 9, 19, 11, 13, 15, 16, 19, 20, 21 and 22.

The contract price does not include the costs that the owner will have to pay to a third party (being someone other than the builder) for:

(a) conveying services to the site;
(b) connecting or installing services for use at the site; or
(c) issuing a development approval or similar authorisation, that are related to the carrying out of the work.
(Examples for (a) and (b) are gas, electricity, telephone, water and sewerage).

However, the contract price may include amounts for the above services if you are to make payment for such services directly to the builder.

6. Start and price review date (Clauses 2 and 16) 18-Aug-03

7. The land (Clause 6)

Lot 48

RP/SP No. 131202

Certificate of Title

Street Address Cassara Place, Redland Bay

8. Matters affecting the site (Clause 6) - The owner must complete this

The site is affected by the following easements, building covenants and planning restrictions. Please specify the substance of each and give registration details, where registered at the Land Titles Office.

The Owner agrees to take full responsibility for compliance of any matters stated and indemnifies the

Builder against same.

X

9. Lending body (Clauses 2, 4 and 7)

Westpac

initials g p

10. Building period (Clause 3 and 17)

The works must reach practical completion within 221 days after commencement, subject to Clause 17.

(a) Calculable delays

The building period includes the following allowances for:

- Inclement weather and the effects of inclement weather 17 days
- Weekends, public holidays, restricted days off and other days not generally available for the carrying out of the works 66 days
- Any other matter that is reasonably likely to delay the carrying out of the works N/A days

(b) Inc calculable delays

The works will be delayed due to the following specific causes of delay that the builder cannot adequately estimate the period of likely delay:

Specific cause

General effect that the delay is likely to have on the carrying out of the works.

Material and/or trade shortages

If experienced, any delay will be for a period of time

Owner supplied work and/or materials

Any items noted "By Owner" in the plans dated 20-May-03 and/or New Home Tender reference TL 7847/3 issued 26-May-03 may delay work for a period of time

Read Imported Para A10

If experienced, any delay will be for a period of time

X

initials g p

Incalculable delays include things like obtaining a specific imported material (such as marble cladding) that the builder knows is subject to the vagaries of international shipping.

The building period stated above is the total of the allowances for calculable delays and the allowance for the carrying out of the works. The building period is in calendar days and not working days.

11. Late completion damages (Clause 23)

\$ 15.00 per day

(if nothing stated then \$15)

12. Other contract documents (Clauses 13 and 38)

I, New Home Tender reference TL 7847/3 dated 26-May-03 read in conjunction with the Specifications.

These documents are documents that form part of this contract and are in addition to any special conditions, these general conditions, the specifications and the plans.

X

initials g p

13. Owner's Guarantors (Clause 35)

X

initials g p

SCHEDULE 2 PROGRESS PAYMENTS

PART A - PRESCRIBED PROGRESS PAYMENT SCHEDULE

This part applies unless Part B is completed.

Section 66 of the Domestic Building Contracts Act prescribes the following payment schedule:

STAGE	PERCENTAGE (%)	AMOUNT (\$)
Deposit		
Base	10	
Frame	15	
Enclosed	35	
Fixing	20	
Practical Completion		
Balance		
TOTAL		

Note: The total must equal the contract price stated at item 5. The deposit may not exceed 5% if the contract price is \$20,000 or more, or 10% if the contract price is less than \$20,000.

In the above schedule the stages have the following meanings:

- "Base stage" means:
- for a building with a timber floor with base brickwork - the stage when the concrete footings for the building's floor are poured; and
 - the building's base brickwork is built to floor level; and
 - the bearers and joists for the building are installed; or
- (b) for a building with a timber floor without base brickwork - the stage when:
- the building's stumps, piers or columns are finished; and
 - the bearers and joists for the building are installed; or
- (c) for a building with a suspended concrete slab floor - the stage when:
- the building's concrete footings are poured; and
 - the formwork and reinforcing for the suspended slab are installed; or
- (d) for a building with a concrete floor, other than a suspended concrete slab floor - the stage when the building's floor is finished.

"Frame stage" means the stage when a building's frame is finished.

"Enclosed stage" for a building means the stage when:

- the external wall cladding is fixed; and
 - the roof covering is fixed, but without:
- soffit linings necessarily having been fixed; or
 - for a tile roof - pointing necessarily having been done; or
 - for a metal roof - scribbing and final screwing off necessarily having been done; and
- (d) the external doors are fixed (even if only temporarily), but, if a lockable door separating the garage from the rest of the building has been fixed, without the garage door necessarily having been fixed; and
- (e) the external windows are fixed (even if only temporarily).

"Fixing stage" means the stage when all internal lining, architraves, cornice, skirting, doors to rooms, baths, shower trays, built-in cabinets and built-in cupboards of a building are fixed and fixed in position.

"Practical completion" means the stage when the works:

- have been completed in accordance with this contract and all relevant statutory requirements apart from minor defects or minor omissions; and
- are reasonably suitable for habitation.

PART B - CUSTOMISED PROGRESS PAYMENT SCHEDULE

Notice: The Domestic Building Contracts Act generally prohibits a builder from demanding or receiving progress payments that are more than the amounts set out in the Act.

Part B is to be used where the regulated table is inappropriate for the works or you wish to use your own stages or percentages. To use Part B you must state the reason why you are not using the regulated table and complete the progress payment table. If this Part B is completed then Part A does not apply.

REASON: Progress Payments as set out below are amended under Schedule 2 Part B due to the methods and timing of the construction schedule.

PROGRESS PAYMENT TABLE

You need to complete this table giving a full description of the stages at which payment claims may be made and the percentage and amount of the contract price that is payable at each stage. If you use the name of a stage in Part A, it will have the same meaning unless you give a different meaning in the schedule.

STAGE	PERCENTAGE	AMOUNT
1 DEPOSIT	5%	\$9,358.00
2 BASE	10%	\$18,716.00
3 FRAME (see description below)	15%	\$28,074.00
4 ENCLOSED (see description below)	35%	\$65,509.00
5 FIXING	20%	\$37,434.00
6 PRACTICAL COMPLETION	15%	\$28,074.00
TOTAL	100%	\$187,171.00

Note: The total must equal the contract price stated in item 5. The deposit by law cannot exceed 5% if the contract price is \$20,000 or more, or 10% if the contract price is less than \$20,000.

In the above schedule the stages have the following meanings:

"Base stage" means:

- for a building with a timber floor with base brickwork - the stage when:
 - the concrete footings for the building's floor are poured; and
 - the building's base brickwork is built to floor level; and
 - the bearers and joists for the building are installed; or
- for a building with a timber floor without base brickwork - the stage when:
 - the building's stumps, piers or columns are finished; and
 - the bearers and joists for the building are installed; or
- for a building with a suspended concrete slab floor - the stage when:
 - the building's concrete footings are poured; and
 - the formwork and reinforcing for the suspended slab are installed; or
- for a building with a concrete floor, other than a suspended concrete slab floor - the stage when the building's floor is finished.

"Frame stage" means the stage when a building's frame is finished on a single storey home. On 2-storey and split level constructions the frame of the garage and or portico are not required to be completed.

"Enclosed stage" for a building means the stage when:

- the external wall cladding is fixed; and
- the roof covering is fixed, but without:
 - soffit linings necessarily having been fixed; or
 - for a tile roof - pointing necessarily having been done; or
 - for a metal roof - scribbing and final screwing off necessarily having been done; and
- on 2-storey and split level constructions the roof covering to any ground floor area is not required to be completed
- the structural flooring is laid; and
- the external doors are fixed (even if only temporarily), this excludes the garage door and any internal access door from the garage to the dwelling; and
- the external windows are fixed (even if only temporarily).

"Fixing stage" means the stage when all internal lining, architraves, cornice, skirting, doors to rooms, baths, shower trays, wet area tiling, built-in shelves, built-in cabinets and built-in cupboards of a building are fitted and fixed in position.

"Practical completion" means the stage when the works:

- have been completed in accordance with this contract and all relevant statutory requirements apart from minor defects or minor omissions; and
- are reasonably suitable for habitation.

Owner's initials

Owner's initials

SCHEDULE 3 EXCLUDED ITEMS (Clause 22)

The owner acknowledges that the cost of the supply and/or installation of materials, goods or the provision of the labour or services that are listed below are not included in the contract price. The owner may be supplying these items or having other contractors do the work.

All items listed "By Owner" as described on the plans dated 26-May-03 and/or New Home Tender reference T179473 dated 26-May-03 are excluded items.

X Initials *[Signature]*

SCHEDULE 4 PRIME COST AND PROVISIONAL SUM ITEMS AND ALLOWANCES (Clause 21)

The parties agree that the following allowances are included in the contract price. Each allowance must be a reasonable estimate of the price for the supply of the item and/or the work to be performed but not including an amount for the builder's margin. The margin on excess is the additional amount payable to the builder on the increase in the actual price of an item over the allowance.

Prime cost items are fixtures and fittings that the owner is to select after this contract is signed and may include special kitchen and bathroom items. Provisional sum items are work included in the works for which the builder cannot give a definite price and may include excavation, concrete footings and rock removal.

PRIME COST ITEMS				
Defined description of the item	Estimated quantity allowed for	Estimated \$ per item	Allowance \$	Margin on excess (if building started 2005)
<i>[Signature]</i>				

PROVISIONAL SUM ITEMS				
Defined description of the item	Estimated quantity allowed for	Estimate rate	Allowance \$	Margin on excess (if building started 2005)
<i>[Signature]</i>				

SPECIAL CONDITIONS

X Initials *[Signature]*

SIGNATURES

This contract is made between the owner and the builder.

The scheduler form part of this contract; however Annexure 2 does not form part of this contract.

The parties have signed this contract on the date stated in item 1.

The owner has read and understood this contract.

Owner 1

Name: *Gabrielle Veldink* Owner's Signature: *[Signature]*

Witness's name: *[Signature]*

Witness's signature: *[Signature]*

Owner 2

Name: *Jeffrey Veldink* Owner's Signature: *[Signature]*

Witness's name: *[Signature]*

Witness's signature: *[Signature]*

Builder

Name: *Karen Heabsol* Builder's Signature: *[Signature]*

Signed for and on behalf of Coral Homes Qld Pty Ltd

Witness's name: *D. Bowen*

Witness's signature: *[Signature]*

Please note:

- Where a company is signing, "by A. Smith, director", "Signed for and on behalf of XYZ Pty Ltd".
- Where a partnership is signing, "Enterprises by A. Smith, partner" or "Signed for and on behalf of XYZ Building".
- The owner is also to initial: (a) If Part B of schedule 2 is used, on page 6 and (b) Clause 16 where indicated.

Note: the builder must give the owner a signed copy of this contract within 5 working days after it is signed by the builder.

NOTICE TO THE BUILDING OWNER OF RIGHT TO WITHDRAW FROM THIS CONTRACT UNDER SECTION 72 OF THE DOMESTIC BUILDING CONTRACTS ACT

You may end this contract within 5 business days after the receipt day for this contract. The receipt day for this contract means:

- the day on which you receive the following documents from the building contractor:
 - a copy of this signed contract;
 - a copy of the appropriate contract information statement for this contract; or
- if the documents mentioned in paragraph (a) are received by you from the building contractor on different days - the later of the days.

To end this contract within the time allowed you must complete a withdrawal notice and:

- give it to the building contractor; or
- leave it at the address shown as the building contractor's address in this contract; or
- serve it on the building contractor in accordance with any provision in the contract providing for service of notices on the building contractor by you

GENERAL CONDITIONS

Clause 1

Builder's obligation

PERFORMANCE

1.1 The builder must:

- (a) complete the works in accordance with this contract; and
- (b) comply with all laws and lawful requirements of any statutory or other authority with respect to the carrying out of the works.

Owner's obligation

- 1.2 The owner must pay the contract price, adjusted by any additions or deductions made under this contract, in the manner and at the times stated in this contract.

Clause 2

Date for commencement

COMMENCEMENT

- 2.1 Commencement is to take place on or before the start and price review date stated in item 6 or within 20 working days from the day that:
 - (a) the owner gives the builder evidence of the owner's title to the land under Clause 6;
 - (b) the owner gives the builder evidence of the owner's capacity to pay to the builder the contract price under Clause 7;
 - (c) the owner establishes the security account under Clause 8;
 - (d) the owner gives the builder possession of the site under Clause 10;
 - (e) the builder receives all permissions, consents and approvals required from the relevant statutory or other authority under Clause 11; or
 - (f) where the name of a lending body is stated in item 9, the owner gives the builder a notice from the lending body that construction of the works may commence, whichever is the later.

When essential matters not satisfied

- 2.2 If any of the requirements set out in subclause 2.1 are not satisfied by the start and price review date, the builder may, by written notice to the owner:
 - (a) end this contract and, in which case, subclause 28.8 applies; or
 - (b) extend the time for the owner to satisfy the requirements of subclause 2.1 and, at the option of the builder, increase the contract price under Clause 16.

Commencement of the building period

- 2.3 The building period starts on the actual day of commencement.

Builder to ensure commencement

- 2.4 The builder must ensure commencement occurs as soon as is reasonably possible.

Clause 3

Builder to complete the works

COMPLETION AND PROGRESS

- 3.1 The builder must complete the works on or before the end of the building period stated in item 10 as extended under Clause 17.

Increase in contract price

- 3.2 If, after commencement, progress of the works is delayed by a cause for which the owner is responsible the contract price may, at the option of the builder, be increased under Clause 16.

Clause 4

Owner to pay progressively

PROGRESS PAYMENTS

- 4.1 The owner must pay the contract price adjusted by any additions or deductions made under this contract progressively at each stage.

Owner to pay deposit

- 4.2 The owner must pay the deposit stated in schedule 2 when the owner signs this contract.

Builder to claim

- 4.3 The builder must give the owner a written claim for a progress payment for the completion of each stage.

Contents of progress claim

- 4.4 A progress claim is to state:
 - (a) the amount claimed for the stage;
 - (b) the amount of any addition or deduction for variations;
 - (c) the amount of any addition or deduction due to a prime cost item or provisional sum item;
 - (d) the amount of any other addition to or deduction from the contract price made under this contract; and
 - (e) the sum of the above amounts.

Due date for payments

- 4.5 The owner must pay a progress claim to the builder within 5 working days of receiving the progress claim.

No certificates required

- 4.6 The builder is not required to give any certificate of approval from any relevant statutory or other authority to the owner as a precondition to the payment of a progress claim.

Owner liable if lending body does not pay

- 4.7 The owner must ensure the lending body, if any, pays a progress claim by the due date. If payment is not made by the due date, the builder is entitled to claim default interest under Clause 33.

Payment on account

- 4.8 Other than in relation to the final claim:
 - (a) payment of a progress claim is on account only; and
 - (b) the owner has no right of set off.

Clause 5

Lending body may directly pay the builder

DIRECTION TO THE LENDING BODY

- 5.1 The lending body may pay all money advanced to the owner for payment of all or part of the contract price, adjusted by any additions or deductions made under this contract, directly to the builder.

Direction to the lending body

- 5.2 The owner must give a direction to the lending body to pay all such money advanced by the lending body directly to the builder.

Clause 6

Owner to give evidence of title

EVIDENCE OF TITLE

6.1 As soon as practicable after the date of this contract, the owner must give to the builder evidence, to the builder's satisfaction, of the owner's title to the land.

Owner warrants title and description

6.2

The owner warrants:
(a) that the owner is entitled to build on the land; and
(b) the accuracy of the description of the land as set out in item 7.

Owner warrants disclosure of restrictions affecting the site

6.3

The owner warrants that all easements, covenants, caveats and zoning restrictions that may affect the works being carried out and constructed on the site are disclosed in item 8.

Clause 7

Not subject to finance

EVIDENCE OF CAPACITY TO PAY

7.1 This contract is not subject to finance.

Owner to give evidence of ability to pay on signing

7.2

As soon as practicable after the date of this contract, the owner must give the builder evidence, to the builder's satisfaction, of the owner's capacity to pay the contract price by the progress payments and at the stages specified in schedule 2.

Owner to give evidence of ability to pay on request

7.3

From time to time if requested by the builder, the owner must give to the builder evidence, to the builder's satisfaction, of the owner's capacity to pay to the builder the balance of the contract price, adjusted by any additions or deductions made under this contract.

Owner to use best endeavours

7.4

Where the name of a lending body is stated in item 9, the owner must use best endeavours to sign all documents and do all acts necessary to obtain:

- (a) approval from the lending body on its usual terms for a loan of an amount sufficient to enable the owner to pay the contract price; and
- (b) a notice from the lending body to the builder that all documents relevant to the loan are completed and that construction of the works may commence.

Owner to give evidence of any failure

7.5 If the owner does not obtain:

- (a) approval under subclause 7.4(a); or
 - (b) the notice under subclause 7.4(b),
- then the owner must give the builder written evidence, signed by the lending body, as to the reason for the failure.

Clause 8

Owner to establish security account

SECURITY ACCOUNT

8.1 The owner must:

- (a) on or before commencement; and
- (b) immediately on the request of the builder from time to time, deposit into a security account an amount of money equal to the security account money or any additional amount to reach the total required for the security account money.

Withdrawals

8.2 Withdrawals from the security account require the signatures of both the owner and the builder.

Interest

8.3 The owner is entitled to all interest earned on the investment of the security account money.

Use of security account money

8.4 The security account money must be applied to pay the contract price adjusted by any additions or deductions made under this contract and other amounts due to the builder under this contract.

Lending body's discretion

8.5

Where the owner is to pay the contract price adjusted by any additions or deductions made under this contract using security account money and other money from the lending body, the priority of payments will be at the lending body's discretion.

Entitlement to security account money

8.6 If:

- (a) the owner does not pay an amount to the builder by the due date for payment; or
 - (b) this contract is ended,
- the builder is entitled to the money in the security account to the extent of any money due and owing to the builder. The owner is only entitled to the balance in the security account after payment of the contract price, adjusted by any additions or deductions made under this contract, and other amounts due to the builder under this contract.

Clause 9

Owner to identify the site

SITE INFORMATION AND SURVEY

9.1 Unless stated elsewhere in this contract, the owner must, prior to the builder commencing, identify the land, the site and the siting of the works.

Owner to survey

9.2

If, in the builder's opinion, the boundaries of the land or the site or the siting of the works are unclear, the builder must give the owner a written notice asking the owner to provide a survey of the land or the site, as required.

If the Owner does not survey

9.3

If the owner does not provide a survey within 5 working days of the builder giving such notice, the owner is deemed to have requested a variation for the builder to obtain the survey.

Clause 10

Owner to give exclusive possession

SITE POSSESSION AND ACCESS

10.1 The owner must, as soon as practicable after the date of this contract, give the builder exclusive possession of the site to carry out the works.

All weather access

10.2 The owner must provide all weather access. If the owner does not provide all weather access and the builder will be required to carry out extra work to achieve such access, the owner is deemed to have requested a variation for the builder to carry out such extra work.

Owner not to impede

10.3 The owner and officers of the lending body:

- (a) must not interfere with:
 - (i) the builder's access or possession of the site; and
 - (ii) the progress of the works;
- (b) must not:
 - (i) make inquiry of;
 - (ii) issue directions to; or
 - (iii) give instructions to, the builder's workers, suppliers or subcontractors. Communication must only be with the builder; and
- (c) may only have access to the works under the builder's supervision, at reasonable times and after giving reasonable prior written notice, for the purposes of inspecting the progress of the works.

Owner to pay costs of interference

10.4 Notwithstanding any other provision of this contract, the owner is liable to pay to the builder, on demand, any additional costs the builder incurs because the owner or the owner's representative interferes with the carrying out of the works.

Builder to claim interference costs

10.5 To claim payment from the owner, the builder must give the owner written notice of such costs within 5 days after the interference comes to the builder's knowledge.

Owner liable for damage

10.6 The owner will be solely responsible for any loss or damage sustained by the owner if the owner accesses the site without the builder's prior written approval.

Owner indemnifies the builder

10.7 The owner indemnifies the builder against any liability, loss, claim or proceeding in respect of any injury to any person or loss or damage to any property on the site to the extent that such injury, loss or damage is connected with the owner's breach of this Clause.

Clause 11

Requirements of statutory and other authorities

COMPLIANCE WITH REQUIREMENTS OF LOCAL AND OTHER AUTHORITIES

11.1 The builder must, on behalf of the owner, comply with any lawful requirement of any statutory or other authority but only to the extent that such requirement relates to carrying out and completing the works.

Variation to comply with a requirement

11.2 The builder must:

- (a) notify the owner of any extra work required to comply with subclause 11.1; and
- (b) request for a variation to carry out that extra work.

Owner to do acts

11.3 The owner must sign all documents and do all acts as requested by the builder to obtain all permissions, consents and approvals required from the relevant statutory or other authority.

Owner's works and final certificate

11.4 If the owner is to carry out other works and the failure to complete those works on or before practical completion prevents the builder from obtaining a final certificate from the relevant statutory or other authority, the owner releases the builder from any obligation to obtain the final certificate.

Clause 12

Where the owner is to supply

USE OF PLANS

12.1 If the owner is to supply the plans to the builder then, without cost to the builder, the owner must give the builder 5 copies of the plans to enable the builder to carry out the works.

Indemnity

12.2 Each party indemnifies the other party for all costs and expenses incurred relating to any claim for breach of copyright if the builder carries out the works according to plans which are:

- (a) supplied by that party;
- (b) prepared under instruction of that party; or
- (c) prepared from sketches provided by that party.

Grant of licence

12.3 Where the builder draws the plans, the owner agrees that the builder retains copyright in those plans but the builder grants to the owner a licence to cause the construction of the works by the builder in accordance with those plans.

Licence fee

12.4 The parties agree that the reasonable fee for the licence granted to the owner is 5% of the contract price. It is acknowledged that the contract price includes this licence fee.

Unauthorised use of plans

12.5 If the owner uses the builder's plans without the builder's written consent, other than under the above licence, the owner must pay to the builder on demand the licence fee referred to in subclause 12.4.

Clause 13

Owner warrants contract documents

DISCREPANCY OR ERROR IN DOCUMENTATION

13.1 The owner warrants the accuracy of the contract documents supplied by the owner and the suitability of the design, materials and methods of working each specified therein.

Notice of errors

13.2 If either party becomes aware of any error, ambiguity or inconsistency in or between the contract documents, that party must, within 5 working days of becoming aware, give the other party written notice detailing the problem.

Owner to instruct 13.3 The *owner* must, within 5 *working days* of becoming aware of such a problem, give to the *builder* such written instructions as are necessary to enable the *builder* to proceed with the *works*.

Owner fails to instruct 13.4 If the *owner* does not give written instructions as required by subclause 13.3, the *owner* is deemed to have instructed that the *builder* carry out the *works* using the order of precedence.

Cost of any extra work 13.5 If:

(a) compliance with the *owner's* instructions involves more or less cost than a reasonable *builder* would have anticipated on the signing of this *contract*; and

(b) the problem is not solely caused by documents provided by the *builder*,

the *owner* is deemed to have also asked for a *variation* for the *builder* to comply with those instructions.

Order of precedence 13.6 The order of precedence is:

(a) any special conditions;

(b) these general conditions;

(c) the specification;

(d) the plans; then

(e) other documents in the order listed in item 12.

Clause 14 INSURANCE AND RISK

Builder to have works insurance cover 14.1 The *builder* must:

- (a) prior to *commencement*, take out insurance cover against loss or damage to the *works* in an amount equal to the *contract price* and maintain such cover until the *date of practical completion*; and
- (b) if requested by the *owner*, give to the *owner* evidence of such insurance cover.

Extent of works insurance cover 14.2 Such insurance must:

- (a) note the insured as jointly being the *builder* and the *owner*; and
- (b) be against all liability, loss, action, claim or proceeding whatsoever including without limitation in respect of fire, explosion, earthquake, lightning, flood, storm and tempest or civil commotion.

Public liability risk 14.3 The *builder* is liable for and indemnifies the *owner* against any liability, loss, claim or proceeding in respect of:

- (a) any personal injury; or
- (b) damage to any property real or personal,

which may be occasioned by or arise out of the carrying out of the *works* to the extent that it is due to the negligent or wilful act, omission or default of the *builder* or the *builder's* contractors or employees.

Workcover 14.4 The *builder* must comply with all obligations imposed on the *builder* under the Workcover Act.

Builder not liable for certain property 14.5 The *builder* is not liable for any liability, loss, claim or proceeding in respect of any property placed on the *site* without the *builder's* written approval.

Clause 15 UNFORESEEN CIRCUMSTANCES

Builder to give notice of unforeseen circumstances 15.1 If the *builder* becomes aware of *unforeseen circumstances*, the *builder* must promptly notify the *owner* in writing and cease the carrying out of the *works*.

Effect of unforeseen circumstances 15.2 Subject to subclause 15.5, if the *unforeseen circumstances* differ from those either:

(a) disclosed to the *builder* prior to this *contract* being signed; or

(b) shown in the *contract documents*, and:

(c) if the effect of that difference requires more or less work than that which a reasonable *builder* would have anticipated on the signing of this *contract*; and

(d) that work is not provided for elsewhere in this *contract*,

then the *builder* is to ask for a *variation* to carry out that work under subclause 20.3.

Builder may end contract 15.3 If the *owner* does not agree to such *variation* within 5 *working days* on and from the date the *builder* gives the *owner* a *variation document*, the *builder* may, at any time thereafter, do either or both of the following:

- (a) suspend the carrying out of the *works* under Clause 19;
- (b) end this *contract* under Clause 28.

Builder's entitlement to extra costs 15.4 If the *owner* agrees to the such *variation*, the *builder* is only entitled to payment of an additional amount for such work where the *builder*:

- (a) had the *foundations data* when the *builder* entered into this *contract*, if the need for the additional amount can not be established from that data; or
- (b) did not have the *foundations data* when the *builder* entered into this *contract*, if the need for the additional amount could not have been reasonably established, and the amount calculated, had the *builder* obtained the *foundations data* before entering into this *contract*.

Builder to carry out the work 15.5 Notwithstanding the above, the *builder* must, if subclause 15.2 does not apply, carry out that work at the *builder's* cost.

Clause 16

Regulated clause -
delay before
commencement

DELAY DAMAGES

16.1 Subject to subclause 16.3, where *commencement* is delayed for longer than 4 weeks on and after the *start and price review date* due to a cause of delay for which the *builder* is not responsible, the *owner* must pay to the *builder*, as a debt due and payable, the lesser of the amount:

- (a) of the costs incurred by the *builder* because of the delay;
- (b) representing 0.125% of the *contract price* for each week or part of a week of the delay after the first 4 weeks of the delay.

Regulated clause -
delay after
commencement

16.2 Subject to subclause 16.4, where, after *commencement*, the carrying out of the *works* are delayed, by a cause for which the *owner* is responsible, the *owner* must pay to the *builder*, as a debt due and payable, the lesser of the amount:

- (a) of the costs incurred by the *builder* because of the delay;
- (b) representing 0.05% of the *contract price* for each *day* of the delay.

Delay before
commencement -
unregulated clause

16.3 Where:

- (a) the *contract price* is more than the *set amount*; or
- (b) this *contract* is to be administered by an architect engaged by the *owner*,

and *commencement* is delayed for longer than 4 weeks on and after the *start and price review date* due to a cause of delay for which the *builder* is not responsible, the *owner* must pay to the *builder*, as a debt due and payable, the greater of the amount:

- (c) of the costs incurred by the *builder* because of the delay; and
- (d) representing 0.125% of the *contract price* for each week or part of a week of the delay after the first 4 weeks of the delay.

Delay after
commencement -
unregulated clause

16.4 Where:

- (a) the *contract price* is more than the *set amount*; or
- (b) this *contract* is to be administered by an architect engaged by the *owner*,

then for every day that, after *commencement*, the carrying out of the *works* are delayed by a cause for which the *owner* is responsible the *owner* must pay to the *builder*, as a debt due and payable, the greater of the amount:

- (c) .. of the costs incurred by the *builder* because of the delay; and
- (d) representing 0.05% of the *contract price* for each *day* of the delay.

Clause 17

Builder entitled to
claim

DELAYS AND EXTENSIONS OF TIME

17.1 The *builder* is entitled to a reasonable extension of time to the *building period* if *commencement* or the carrying out of the *works* is delayed by a claimable delay.

When the builder is
entitled to claim

17.2 A claimable delay means a delay caused by the *builder* suspending the *works* under Clause 19 or from a cause beyond the *builder's* sole control that was not reasonably foreseeable at the time the *builder* entered into this *contract* including:

- (a) a *variation* requested by the *owner* or a request by the *owner* for a *variation*;
- (b) a *variation* requested by the *builder* if the need for the *variation* could not have been reasonably foreseen at the date of this *contract*; or
- (c) a *claimable delay* in excess of the allowance for that cause of delay stated in item 10;
- (d) an *incalculable delay* if the cause and the general effect that the delay is likely to have on the carrying out of the *works* are stated in item 10;
- (e) an act of God, fire, explosion, earthquake or civil commotion;
- (f) an industrial dispute;
- (g) a dispute with adjoining or neighbouring residents or owners;
- (h) anything done or not done by the *owner*;
- (i) delays in getting any approvals;
- (j) a delay in the supply of materials selected by the *owner*;
- (k) the need for a survey or other report in relation to the *site*; or
- (l) the industry shutdown being a 3 week period commencing on or about 22 December in each year.

How the builder is to
claim

17.3 To claim an extension of time, the *builder* must give the *owner* written notice detailing both:

- (a) the cause of the delay; and
 - (b) the extension of time claimed,
- by the later of the day that is:

- (c) 20 *working days* on and after the *builder* is aware of both the cause and the extent of the delay; or
- (d) 5 *working days* on and before the *date of practical completion*.

17.4 If the *owner* wishes to dispute a claimed extension of time the *owner* must, within 5 *working days* of receiving the *builder's* claim, give the *builder* a written notice:

- (a) disputing the claim; and
- (b) detailing the reasons why the claim is disputed.

Allowance for
omissions

17.5 The *builder* must allow a reasonable reduction to the *building period* if, by *variation*, work is omitted from the *works*.

Clause 18

COMPLIANCE WITH WORKPLACE HEALTH & SAFETY ACT

Principal contractor

18.1 The *builder* is the "principal contractor" for the purposes of Section 13(2) of the Workplace Health and Safety Act 1995.

Right to exclude

18.2 The *builder* may exclude or remove from the *site* any person who fails to comply with the requirements of the Workplace Health and Safety Act 1995.

Clause 19

Builder's right to suspend

SUSPENSION OF WORKS

19.1 The *builder* may by written notice to the *owner* suspend the carrying out of the works if:

- (a) the *owner* does not pay a progress claim as required by Clause 4;
- (b) the *owner* does not give the *builder* evidence, satisfactory to the *builder*, of the *owner's* capacity to pay the balance of the *contract price* when requested by the *builder* under subclause 7.3;
- (c) the *owner* enters the *site* in breach of Clause 10;
- (d) the *owner* does not give an instruction within 5 *working days* of becoming aware of a problem under Clause 13;
- (e) the *builder* gives written notice of unforeseen circumstances under Clause 15 and the *owner* fails to agree to a *variation* within 5 *working days* of receiving the *builder's* request;
- (f) the *owner* objects to the *builder's* selection of a substitute prime cost item in accordance with Clause 21;
- (g) the *owner* or the *owner's* contractors when supplying materials or goods or carrying out any work breach the requirements of Clause 24;
- (h) the *owner* takes possession of the *site* or the works, without the *builder's* written consent, prior to payment of all moneys owing under this *contract*;
- (i) any dispute or difference between the *owner* and the *builder* has been referred for determination to the Queensland Building Tribunal under Clause 37; or
- (j) the *owner* is otherwise in breach of this *contract*.

Builder in
recommence

19.2

The *builder* must recommence the carrying out of the works within a reasonable time after the *owner* gives the *builder* written notice that the reason for the suspension no longer exists.

Costs of suspension
and recommencement

19.3

The *owner* must, on demand, pay to the *builder*, in addition to any other amounts the *builder* may have a right to claim, the *builder's* costs of suspending and recommencing the works including the *builder's margin* applied to those costs.

No waiver

19.4

The *builder's* exercise of the right of suspension does not prevent the *builder* from exercising any right to end this *contract* under Clause 2.5 in regard to the same occurrence.

Clause 20

Contents of a variation
document

VARIATIONS

20.1

A *variation document* must be in readily legible English and:

- (a) in all cases, state:
 - (i) the work required to carry out the *variation*;
 - (ii) the price of the *variation*;
 - (iii) when that price becomes payable; and
 - (iv) if there will be a delay because of the *variation*, a reasonable estimate of that delay; and
- (b) where the *builder* requests the *variation* must, in addition, state the reason for the *variation*.

Owner's request

20.2

If the *owner* requests a *variation*, the *builder* must, before commencing the work and as soon as is reasonable, either:

- (a) agree to carry out the *variation* by giving the *owner* a *variation document* signed by the *builder*; or
- (c) refuse to carry out the *variation*. If the *builder* refuses, the *builder* does not have to give any reasons for such refusal.

Builder's request

20.3

If the *builder* requests a *variation*:

- (a) the *builder* must, before commencing the work, give the *owner* a *variation document* signed by the *builder*;
- (b) if the *owner* agrees to the *builder's* request, the *owner* must sign the *variation document* and return it to the *builder* as soon as practicable after receiving it.

Where the owner does
not sign the variation
document

20.4

If a *variation* is agreed and the *owner* has not, within 5 *working days* of the *builder* giving the *owner* a *variation document*, signed that *variation document* and given it to the *builder*, the *builder* may:

- (a) if the *builder* has taken all reasonable steps to ensure the document is signed by the *owner*, carry out the *variation*; or
- (b) withdraw the request or acceptance, as applicable.

Builder to give copy of
variation document

20.5

As soon as practicable (but within 5 *working days*) after a *variation* is agreed, the *builder* must give the *owner*:

- (a) a copy of the *variation document* signed by the *owner* and the *builder*; or
- (b) where the *owner* has not signed the *variation document* and the *builder* has taken all reasonable steps to ensure the document is signed by the *owner*, a copy of the *variation document* signed by the *builder*.

Where work is
required urgently

20.6

Notwithstanding the above, the *builder* is not required to create a *variation document* before carrying out the varied work if that work is required to be carried out urgently and it is not reasonably practicable in the particular circumstances to do so.

If the price is not
agreed

20.7

If the price of a *variation* is not agreed, the price is:

- (a) for additional work, the reasonable price for that work including an amount for the *builder's margin*; and
- (b) for omitted work, the reasonable price for that work.

Payment of variation

20.8

The price of a *variation* becomes payable immediately after that work is commenced unless otherwise agreed.

Owner must not refuse
where work is
requested by law

20.9

The *owner* must not refuse a request by the *builder* for a *variation* where the *variation* is required for the works to comply with the law.

Where builder is not
entitled to be paid

20.10

In the case of a *variation* requested by the *builder*, the *builder* is not entitled to payment for extra work unless the *variation* became necessary because of circumstances that could not have been reasonably foreseen by the *builder* at the date of this *contract*.

21.10 Where the provisional sum relates to excavation, footings or the slab, the builder is only entitled to claim an amount in excess of the allowance where the builder:

- (a) had the *foundations data* when the builder entered into this contract, the need for the additional amount can not be established from that data; or
- (b) did not have the *foundations data* when the builder entered into this contract, the need for the additional amount could not have been reasonably established, and the amount calculated, had the builder obtained the *foundations data* before entering into this contract.

Footings, slab etc.

PRIME COST AND PROVISIONAL SUM ITEMS

Clause 21

Owner to give notice of selection

21.1 The owner must give the builder written notice of the owner's selection of a prime cost item in sufficient time to ensure that there is no delay to the carrying out of the works.

Alternative selection

21.2 If a prime cost item selected by the owner is unavailable, the owner must give the builder written notice of an alternative selection within 5 working days of the builder advising of the unavailability.

Builder to give notice of substitute

21.3 If the owner does not give an alternative selection, the builder may give the owner written notice of the builder's intention to select an alternative item that is similar in quality to the unavailable item including details of the proposed alternative item.

Owner to agree or reject substitute

21.4 If within 5 working days of receiving the builder's notice the owner does not give the builder written objection to the alternative item, the owner is deemed to have agreed to that alternative item. If the owner does object, the builder may suspend the works under Clause 19 until the item selected by the owner is available.

Prime cost items

21.5 Each prime cost item must be described and have an allowance stated next to it in *schedule 4* or a schedule forming part of this contract. The allowance is the estimated price of supplying and delivering the item to the owner and does not include an amount for the builder's margin.

Provisional sum items

21.6 Each provisional sum item must be described and have an allowance stated next to it in *schedule 4* or a schedule forming part of this contract. The allowance is the estimated price of providing the labour and materials to the owner and does not include an amount for the builder's margin.

Cost adjustment

21.7 In relation to each prime cost item and provisional sum item if the actual price of supplying the item or providing the work is:

- (a) less than the allowance, the difference is deducted from the contract price; and
- (b) more than the allowance, the total of the difference plus the relevant margin on excess stated in *schedule 4* or a schedule forming part of this contract applied to the difference is added to the contract price.

When adjustment is payable

21.8 Any adjustment to the contract price for a prime cost item or a provisional sum item is due and payable with the progress payment in which the amount for that item is included.

Builder to give evidence of cost

21.9 The builder must give the owner evidence of the cost of the prime cost item or provisional sum item when claiming payment for that item.

Clause 22

Items that are not part of the works

EXCLUDED ITEMS

22.1 The owner and the builder agree that the materials, goods, labour and services set out in *schedule 3* are excluded from the works and the cost of those items are not included in the contract price.

Clause 23

Owner to pay cost increase

OTHER COSTS

23.1 The owner must, on demand, pay as an addition to the contract price the amount of any cost increase due to a statutory or other authority introducing or increasing any tax, charge, levy or other regulation after the date of this contract.

Clause 24

Owner's obligation

MATERIALS ETC SUPPLIED BY OWNER

24.1 Materials, goods and work to be provided by the owner must be:

- (a) suitable for inclusion into the works;
- (b) supplied or completed in the time required by the builder;
- (c) new unless otherwise specified; and
- (d) completed to the builder's satisfaction.

Builder not responsible

24.2 Notwithstanding subclauses 24.3 and 24.4, the builder is not responsible for the performance and suitability of materials, services, labour and goods provided by the owner.

Defective items or materials

24.3 The builder may reject any item or material supplied by the owner, if the builder believes that item or material to be defective, and require the replacement or correction of that item or material.

Defective work

24.4 The builder may reject any work carried out by or on behalf of the owner or by the owner's contractor and require that the owner or the owner's contractor replace, correct or remove the defective work.

Owner's risk

24.5 Notwithstanding subclause 14.5, all materials and goods supplied and work carried out by the owner or the owner's contractors on the site are at the risk of the owner.

Conditions for the owner's works	24.6	If the <i>owner</i> carries out or causes to be carried out other work on the site while the <i>works</i> are being carried out then the <i>owner</i> must, and must ensure that the <i>owner's</i> contractors:
		(a) do not interfere with the progress of the <i>works</i> ;
		(b) hold and maintain the same insurance coverage as the <i>builder</i> is required to hold and maintain under this <i>contract</i> in relation to their <i>works</i> ;
		(c) hold an appropriate licence to carry out the work;
		(d) observe all relevant occupational health and safety laws and the requirements of the <i>builder</i> in regard to occupational health and safety;
		(e) obey all directions issued by the <i>builder</i> regarding the coordination and timing of their <i>works</i> on the site;
		(f) co-operate with all of the other workers and contractors on the site.
Evidence of licences etc.	24.7	The <i>owner</i> must, on request, give the <i>builder</i> evidence of all licences and insurances referred to under subclause 24.6.
Builder may exclude people	24.8	If the <i>owner</i> or the <i>owner's</i> contractor does not observe all of the requirements in subclauses 24.6 and 24.7 the <i>builder</i> may exclude or direct the <i>owner</i> or the <i>owner's</i> contractor to leave the site.
Builder's rights on the owner's breach	24.9	If the <i>owner</i> breaches this Clause the <i>builder</i> may:
		(a) carry out the <i>works</i> without incorporating such materials, services or goods; or
		(b) do either or both of the following:
		(i) suspend the carrying out of the <i>works</i> under Clause 19;
		(ii) end this <i>contract</i> under Clause 28.
Clause 25 Builder to give estimate	PRACTICAL COMPLETION	
	25.1	The <i>builder</i> must, at the <i>owner's</i> request from time to time, give a non-binding estimate of when <i>practical completion</i> will be reached.
Builder to give notice and claim	25.2	On reaching <i>practical completion</i> the <i>builder</i> must give the <i>owner</i> :
		(a) a notice of <i>practical completion</i> stating the <i>builder's</i> opinion of the date of <i>practical completion</i> ; and
		(b) the <i>final claim</i> .
Final claim	25.3	Subject to subclause 25.4, the <i>owner</i> must, within 5 working days of receiving the <i>final claim</i> , pay the amount of the <i>final claim</i> to the <i>builder</i> .
Final claim due	25.4	The <i>final claim</i> is not due until the <i>builder</i> :
		(a) gives the <i>owner</i> a defects document signed by the <i>builder</i> listing minor defects and minor omissions:
		(i) that are agreed to exist and the time for when those items will be completed or rectified; and
		(ii) that the <i>owner</i> claims to exist but the <i>builder</i> does not agree with; and
		(b) makes all reasonable efforts to have the <i>owner</i> sign the document to acknowledge its contents.

Owner's notice	25.5	If the <i>owner</i> believes that <i>practical completion</i> has not been reached the <i>owner</i> must, within 5 working days of receiving the notice of <i>practical completion</i> , give the <i>builder</i> a written notice stating:
		(a) the <i>owner's</i> requirements for the <i>works</i> to reach <i>practical completion</i> ; and
		(b) the provisions of this <i>contract</i> that relate to each requirement.
Builder's response	25.6	The <i>builder</i> must, on receiving the <i>owner's</i> notice, complete those requirements that, in the <i>builder's</i> opinion, are necessary to reach <i>practical completion</i> .
Further notice by builder	25.7	On completion of those requirements the <i>builder</i> must give a further notice of <i>practical completion</i> stating the new date of <i>practical completion</i> and subclause 25.3 applies.
Payment is evidence	25.8	The <i>owner's</i> payment of the <i>final claim</i> is conclusive evidence of the <i>builder's</i> satisfaction, and discharge, of the <i>builder's</i> obligations in connection with the subject matter of this <i>contract</i> except for:
		(a) fraud, dishonesty or fraudulent concealment relating to the <i>works</i> , and
		(b) the <i>builder's</i> liability under subclause 27.1.
Date of practical completion	25.9	The date stated in the last notice of <i>practical completion</i> is deemed to be the date of <i>practical completion</i> unless within 5 working days of receiving the last notice of <i>practical completion</i> the <i>owner</i> gives the <i>builder</i> written notice:
		(a) disputing the date; and
		(b) detailing the reasons why the date is disputed.
Clause 26 Illegal early possession	OWNER TAKING POSSESSION	
	26.1	The <i>owner</i> is not entitled to:
		(a) take control of, possession of or use the <i>works</i> or any part of the <i>works</i> ; or
		(b) receive the keys for the <i>works</i> ,
		until the <i>builder</i> has been paid the <i>contract price</i> , adjusted by any additions or deductions made under this <i>contract</i> .
Agreed early possession	26.2	The <i>builder</i> may by written notice to the <i>owner</i> permit the <i>owner</i> to:
		(a) take control of;
		(b) take possession of; or
		(c) use,
		the whole or any part of the <i>works</i> prior to <i>practical completion</i> but such possession does not reduce the <i>owner's</i> liability to pay the outstanding balance of the <i>contract price</i> , adjusted by any additions or deductions made under this <i>contract</i> .

26.3 If the *owner* breaches subclause 26.1 then, unless such possession or use is with the written consent of the *builder* under subclause 26.2 or after the *owner* has lawfully ended this *contract* under Clauses 28 or 29:

- (a) the *owner* must, in addition to the *builder's* other rights, immediately pay all money then payable under this *contract* to the *builder*;
- (b) the *owner* is deemed to have accepted the *works* in satisfaction of the *builder's* obligations under this *contract*;
- (c) the *builder* is deemed to be discharged and released from:
 - (i) carrying out further *works* including any defects liability on the incomplete part of the *works*; and
 - (ii) all liabilities, costs, losses or damages which the *owner* may suffer or incur which in any way relate to the non-completion of the *works* or any defect in the *works* due to the non-completion; and
- (d) the *owner* indemnifies the *builder* against all liabilities, costs, charges, losses, damages, expenses or fees (including legal fees on a full indemnity basis) that the *builder* may suffer or incur arising out of or in anyway related to:
 - (i) the *owner's* breach of subclause 26.1; or
 - (ii) any direction to rectify or complete incomplete parts of the *works* issued by the Queensland Building Services Authority or Queensland Building Tribunal.

26.4 The *works* are at the risk of the *owner* on and from the *owner* taking possession of the *works* or any part of the *works*.

26.5 The rights of the *builder* and obligations of the *owner* under this Clause 26 continue in effect after the ending of this *contract*.

Clause 27

27.1 The *builder* must rectify any defects or other faults (except for minor settlement or minor shrinkage) due to the *works* not being in accordance with this *contract* that appear and are notified in writing by the *owner* to the *builder* within 6 calendar months after the date of practical completion.

DEFECTS LIABILITY PERIOD

Clause 28

28.1 The *builder* is in substantial breach of this *contract* if the *builder*:

- (a) suspends the carrying out of the *works*, otherwise than under Clause 19;
- (b) has the *builder's* licence cancelled or suspended; or
- (c) is otherwise in substantial breach of this *contract*.

28.2 The *owner* is in substantial breach of this *contract* if the *owner*:

- (a) does not pay progress payments as required by Clause 4;
- (b) does not pay the deposit as required by subclause 4.2;
- (c) does not give evidence of the *owner's* title as required by Clause 6;
- (d) does not give evidence of the *owner's* capacity to pay the *contract price* from time to time as required by Clause 7;
- (e) where a *lending body* is stated in item 9, does not comply with:
 - (i) the requirements of subclauses 7.3 or 7.4;
 - (ii) any of the requirements of the *lending body*; or
 - (iii) the requirements of subclause 5.2;
- (f) does not establish or maintain the security account as required by Clause 8;
- (g) does not give possession of the site as required by subclause 10.1;
- (h) interferes with or obstructs the *builder* or the *builder's* workers, suppliers or subcontractors in carrying out the *works* in breach of subclause 10.3;
- (i) does not give an instruction within 5 working days of becoming aware of a problem under Clause 13;
- (j) does not, or does not ensure that the *owner's* contractors, comply with the requirements of Clause 24;
- (k) takes possession of or uses the *works* or any part of the *works* without the prior written agreement of the *builder* prior to the payment in full of the *contract price*, adjusted by any additions or deductions made under this *contract*, in breach of Clause 26; or
- (l) is otherwise in substantial breach of this *contract*.

28.3 If a party is in substantial breach of this *contract*, then the other party may give to that party a written notice to show cause:

- (a) specifying the substantial breach;
- (b) requiring that the substantial breach be rectified within 10 working days after the notice is given under this *contract*; and
- (c) stating that, if the substantial breach is not rectified, the other party intends to end this *contract*.

28.4 If the party in substantial breach does not rectify or commence to substantially rectify the substantial breach stated in the notice to show cause within 10 working days of receiving that notice, the other party may end this *contract* by giving a separate notice to that effect.

28.5 A party is not entitled to end this *contract* if, within 5 working days of receiving the notice to show cause, the party in substantial breach refers the question as to whether the other party has the right to end this *contract* for determination by the Queensland Building Tribunal under Clause 37.

28.6 If a reference for determination is made under subclause 28.5 the carrying out of the *works* is suspended and the notice to show cause is not effective until the Queensland Building Tribunal has made a determination.

When notice is ineffective

28.7 Neither party is entitled to give a notice to show cause while that party is in substantial breach of this contract. A notice given by a party in substantial breach is ineffective.

Builder's rights

28.8 On this contract being ended by the builder under Clauses 2, 15, 24, 28 or 29 the builder may, without prejudice to any other rights or remedies that the builder may have under this contract or at law, recover from the owner as a debt due and owing the greater of the following amounts:

- (a) 5% of the contract price; or
- (b) damages including:
 - (i) the cost of all work carried out by the builder under this contract;
 - (ii) the cost to the builder of any materials purchased by the builder and delivered to the site or ordered by the builder from suppliers and which orders can not be cancelled;
 - (iii) the cost to the builder of quitting the site;
 - (iv) the builder's margin on the total of the amounts payable under subparagraphs (i), (ii) and (iii);
 - (v) default interest on any unpaid moneys under Clause 33; and
 - (vi) all other costs and losses incurred by the builder as a consequence of this contract being ended.

Other rights unaffected

28.9 Nothing in this Clause 28 alters or affects any rights of either party at law or otherwise to end this contract without notice consequent upon the repudiation of this contract by the other party.

Clause 29

TERMINATION FOR INSOLVENCY

Builder's rights on ending of contract

29.1 If a party:

- (a) informs the other party in writing or its creditors generally that the party is insolvent;
 - (b) becomes or is bankrupt or seeks to take advantage of the laws relating to bankruptcy; or
 - (c) has a Court order made for the winding up of the party or a resolution for its winding up is made,
- and as a consequence, that party is unable to perform its obligations under this contract, the other party may immediately end this contract by giving written notice to that party to that effect.

Builder's rights on ending of contract

29.2 The builder is entitled to be paid all amounts calculated in accordance with subclause 28.8 if this contract is ended under this Clause 29.

Clause 30

ASSIGNMENT AND SUBCONTRACTING

No assignment without consent

30.1 Neither party may assign this contract or any payment or any other right, benefit or interest under this contract without the prior written consent of the other party.

Builder may subcontract

30.2 The builder may subcontract any part of the works but such subcontracting does not relieve the builder from the builder's obligations under this contract.

Clause 31

When given and received

NOTICES

31.1 Unless otherwise stated in this contract, a notice is deemed to be given and received if the notice is:

- (a) delivered by hand to the other party;
- (b) posted by ordinary pre-paid mail to the other party's last known address, 2 working days following the day it was posted;
- (c) sent by facsimile transmission to the party's last known facsimile number, on receiving confirmation of transmission; and
- (d) e-mailed to the party's current e-mail address.

Clause 32

When the owner is entitled

LATE COMPLETION DAMAGES

32.1 If the works do not reach practical completion by the end of the building period the owner is entitled to liquidated damages in the sum specified in item 1.1 for each day after the end of the building period to and including the earlier of:

- (a) the date of practical completion;
- (b) the date this contract is ended; and
- (c) the date that the owner takes possession of the site or any part of the site.

Clause 33

Default interest payable

DEFAULT INTEREST

33.1 If the owner does not pay any amount owing to the builder in full by the due date, then the owner must pay default interest on such amount that is unpaid from time to time.

Clause 34

Owner to pay additional costs

DEBT COLLECTION COSTS

34.1 The owner must pay to the builder any debt collection costs, including any legal fees on a solicitor and own client basis, associated with recovering or the attempted recovery of an amount under this contract.

Clause 35

Charge over the site

CHARGE ON MATERIALS AND THE SITE

35.1 The owner grants a lien to the builder on all materials located on the site for the due payment to the builder of all moneys that are or may become payable to the builder arising out of the subject matter of this contract.

35.2 Except where the owner is a resident owner, the owner charges the land with, and grants an equitable mortgage in favour of the builder for, the due payment to the builder of all moneys that are or may become payable to the builder arising out of the subject matter of this contract.

35.3 If so requested by the builder, the owner must deliver an executed mortgage in registrable form to secure the charge over the land.

35.4 The owner is to pay to the builder on demand all stamp duty and registration fees that are payable or paid on:

- (a) this contract;
- (b) any caveat or mortgage under this Clause that is lodged for registration; and
- (c) any withdrawal of such caveat or release of such mortgage.

35.5 The owner must, at the builder's request, provide to the builder a deed of guarantee and indemnity in the form in the annexure duly executed by every guarantor named in item 13 and enforceable against each such guarantor.

Clause 36

Builder's warranties

STATUTORY WARRANTIES

36.1 To the extent required by the Domestic Building Contracts Act, the builder warrants that:

- (a) all materials supplied by the builder will be good and, having regard to the relevant criteria, suitable for the purpose for which they are used and that, unless otherwise stated in this contract, those materials will be new;
- (b) the works will be carried out in accordance with all relevant laws and legal requirements, including, for example, the Building Act 1975;
- (c) the works will be carried out in an appropriate and skilful way and with reasonable skill and care;
- (d) the works will be carried out in accordance with the plans and the specifications to this contract;
- (e) if the works consist of the erection or construction of a detached dwelling, or are intended to renovate, alter, extend, improve or repair a home, to a stage suitable for occupation, that the detached dwelling or home will be suitable for occupation when the works are finished; and
- (f) each provisional sum item allowance, if calculated by the builder, has been calculated with reasonable skill and care, having regard to all the information reasonably available when this contract is entered into (including information about the nature and location of the site).

Meaning of relevant criteria

36.2 The relevant criteria for materials for the purpose of paragraph 36.1(a) means:

- (a) generally accepted practices or standards applied in the building industry for the materials; or
- (b) specifications, instructions or recommendations of manufacturers or suppliers of materials.

Clause 37

Reference to Queensland Building Tribunal

DISPUTES

37.1 If any dispute or difference between the owner and the builder arises in connection with the subject matter of this contract then either party may give to the other party written notice of such dispute or difference and such dispute or difference may be referred for determination to the Queensland Building Tribunal.

Clause 38

Meanings

INTERPRETATION

38.1 In this contract, except where the context otherwise requires:

"all weather access" means adequate access to the site as reasonably required by the builder to carry out the works;

- (a) that complies with the law; and
- (b) gives the builder access in all weather conditions.

"builder" means the party named in item 3 and includes the builder's successors, permitted assigns and, where appropriate, includes anyone acting with the builder's express authority;

"builder's margin" means the percentage of an amount to cover the builder's administration costs, overheads and profit being 20%;

"building period" means the number of days stated in item 10 as extended by Clause 17;

"calculable delay" means a delay to the carrying out of the works caused by inclement weather, non-working days or any other cause of delay that is reasonably likely to delay the carrying out of the works and for which a description and an allowance are set out in item 10;

"commencement" means when the builder commences physical work on the site;

"contract" means the agreement between the parties set out in the contract documents;

"contract documents" means these general conditions, any special conditions, the specifications, the plans and other documents specified in item 12;

"contract price" means the amount stated in item 5;

"date of practical completion" has the meaning in Clause 24;

"days" means calendar days;

"default interest" means the annual rate equal to the Commonwealth Bank overdraft index rate: quarterly charging cycle plus 5%;

"defects liability period" has the meaning in subclause 26.1;

"deposit" means the amount stated for the deposit in schedule 2;

"final claim" means the claim by the builder for payment of the balance of the unpaid contract price, adjusted by any additions or deductions made under this contract, plus all other moneys owing under this contract;

CH

CH initials

"*foundations data*" means the information about the *site* that a builder exercising reasonable care and skill would need to prepare:

- (a) an appropriate footings design and, if appropriate, an appropriate concrete slab design; and
- (b) an adequate estimate of the cost of constructing the footings and, if appropriate, concrete slab,

including that information required to be obtained under the Domestic Building Contracts Act;

"*guarantor*" means those persons or entities named as guarantor in *item 13*;

"*incalculable delay*" means a specific cause described in *item 10* that the builder believes will delay the carrying out of the works but for which it is not possible to adequately estimate the period of likely delay;

"*item*" means the relevant item number in *schedule 1*;

"*land*" means the land described in *item 7*;

"*lending body*", where stated in *item 9*, means the bank, financial institution or government authority that provides funds to the owner to enable the owner to pay the *contract price*, adjusted by any additions or deductions made under this *contract*, to the builder;

"*non-working days*" means weekends, public holidays, rostered days off or other days not generally available for carrying out the works;

"*notice of practical completion*" has the meaning in Clause 25;

"*owner*" means the party named in *item 2* and includes the owner's successors and permitted assigns;

"*practical completion*" has the same meaning as in *schedule 2*;

"*resident owner*" means an individual who intends to reside in the completed works;

- (a) on *practical completion*; or
- (b) within 6 months after *practical completion*;

"*schedule*" means the relevant schedule forming part of this *contract*;

"*security account*" means an account with a financial institution, bank or building society nominated by the owner and approved by the builder and described in Clause 8;

"*security account money*" means an amount equal to the *contract price*, adjusted by any additions or deductions made under this *contract*, less the total of any money being advanced by the *lending body* and any payments received by the builder;

"*set amount*" means the greater of \$200,000 or an amount above \$200,000 prescribed as the set amount under a regulation to Section 56 of the Domestic Building Contracts act.

"*site*" means the whole of or that part of the *land* reasonably required by the builder for the carrying out and completion of the works;

"*stage*" means the relevant stage as described in *schedule 2*;

"*start and price review date*" means the date stated in *item 6*;

"*statutory or other authority*" means a person authorised under the Building Act or the Local Government, State or Federal Government or any government agency that has power to affect the works;

"*unforeseen circumstances*" means an actual surface or sub-surface condition of the *site* which will not support or is likely to affect the works or cause an increase in the *contract price*;

"*variation*" means:

- (a) an omission, addition or change to the works; or
- (b) a change in the manner of carrying out the works;

"*variation document*" has the meaning in subclause 20.1;

"*works*" means the works to be carried out, completed and handed over to the owner in accordance with this *contract* as shown in the *contract documents* including *variations*;

"*working days*" means days other than *non-working days*, and like words have a corresponding meaning.

38.2 Whenever a defined term appears in this *contract* it is in *italic* text.

38.3 In this *contract*:

- (a) words denoting the singular number only include the plural number and vice versa;
- (b) a reference to any gender includes every other gender;
- (c) words denoting individuals only includes corporations and vice versa;
- (d) where a period of time is specified by a number of days and the last day of the period falls on a *non-working day* such period is extended to end on the next *working day*; and
- (e) the general notes, clause headings and side notes do not form part of this *contract* and cannot be used in its interpretation.

38.4 This *contract* is to be construed under the law of the State of Queensland.

38.5 If there is more than one owner:

- (a) the obligations in this contract apply to each owner individually and to all owners as a group;
- (b) a quote, notice, claim or any other communication to the owner has only to be given to one of the owners; and
- (c) only one owner has to sign a quote, notice, instruction or other communication to bind all owners.

Builder's initials

ANNEXURE 1.

DEED OF GUARANTEE AND INDEMNITY

INTERPRETATION

"builder" is

"owner" is

"contract" is that between the builder and the owner dated

BACKGROUND

The owner executed the contract at the guarantor's request.

The guarantor is aware of the owner's obligations under the contract.

OPERATIVE

1. Guarantee

The guarantor guarantees to the builder the fulfilment of the owner's obligations under the contract including but not limited to the due payment of all money's arising out of the subject matter of the contract.

2. Indemnity

The guarantor indemnifies the builder against any claim, loss or damage arising out of the subject matter of the contract caused by or resulting from any non-fulfilment of the owner's obligations referred to in Clause 1.

3. Principal Debtor

The guarantor is deemed to be a principal debtor jointly and severally liable with the owner to discharge the obligations referred to in Clause 1.

4. No Merger

The guarantor agrees that this Deed does not merge in completion or on the ending of the contract by either party and continues notwithstanding that the owner, if a corporation, is placed in liquidation or if a person, is declared bankrupt.

5. Severability

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of this Deed.

6.

Where More Than One Guarantor

If the guarantor consists of more than one person, this guarantee and indemnity is not affected by the failure of all persons comprising the guarantor to sign this guarantee and indemnity or this Deed being unenforceable against any one of them.

GUARANTOR'S STATEMENT

I/we understand the nature, terms and extent of the guarantee and indemnity provided by me/us and further acknowledge that I/we have obtained independent legal advice prior to executing this Deed of Guarantee and Indemnity.

Signed as a Deed

Guarantor's initials:

Witness' name and signature:

Witness's address:

Date:

Owner's initials

ANNEXURE 2

CONTRACT INFORMATION STATEMENT

This Statement is approved under S. 99(1) of the Domestic Building Contracts Act 2000 for HIA QC1, QC2 and QC3 contracts only. This Statement is not to be used for a cost plus contract.

In this Statement, the Domestic Building Contracts Act is referred to as the Act

This Statement contains general information about regulated contracts for the benefit of building owners.

Contract Checklist

- ☐ If the work under the contract is valued at more than \$3300 and involves:
 - (a) the construction of a new home or duplex;
 - (b) the construction of any building or fixture associated with your home, such as a garage, carport, retaining wall, driveway, fence, workshop, swimming pool or spa;
 - (c) renovations, extensions, alterations, improvements or repairs to your home, duplex or home unit;
 - (d) kitchen or bathroom refits; or
 - (e) landscaping and paving.
- then, you must enter into a written contract. Your contractor is to provide you with a copy of the written, signed contract as soon as practicable after the contract is entered into (no later than 5 days from the date of the contract) and before commencing work.

Before signing the contract, you should read it thoroughly, together with this statement, and ask your contractor about anything that you do not understand. Check that:

- ☐ the contract is in English and legible;
- ☐ the names and addresses of you and your contractor are clearly stated;
- ☐ your contractor's licence number is stated on the contract and it is the same as on the contractor's licence card;
- ☐ the date the contract is made is indicated;
- ☐ the start and finish dates for the work are stated or if the start date is not known, the contract must state a building period and that your contractor will start the work as soon as it is reasonably possible;
- ☐ the allowances that the contractor has made in working out the time required to do the work for certain types of likely delay (such as bad weather, weekends and public holidays etc) are reasonable for when it is anticipated that the work will be carried out;
- ☐ if the start date is unknown, the contract should state how the start date is to be decided;
- ☐ the location of building site and description of location, including lot-on-plan or similar is included;
- ☐ the total price and payment provisions are clearly stated;
- ☐ definitions of key terms are included;
- ☐ there is description of any fixtures or fittings shown on the plans which are not included in the work;
- ☐ if the work involves footings or slabs, the contractor has obtained appropriate foundations data. You are entitled to a copy of this data on paying for it; and
- ☐ the applicable statutory warranties are set out in the contract.

Other Contract Documents

If your contract includes prime cost items, or provisional sum items, the contract is to have a separate schedule describing each item and showing a breakdown of the estimated prices for each and any margin that your contractor may charge when the actual price is more than the allowance and when claiming payment your contractor must give you evidence of the cost.

The plans and specifications showing in detail what work is to be done are to be attached to the contract. These must be sufficiently detailed to enable any necessary approvals or authorisations from local government or private certifiers to be obtained.

Check the plans for accuracy ensuring all variations are included. Advise your contractor immediately of any errors or omissions. If you have specific requirements with regard to quality and finish, these details (e.g. type and number of coats of paint, materials to be used, etc) should be written in the contract.

Display Homes

If your contract is to construct a home similar to your contractor's display home, your contractor must, unless you agree otherwise and clearly indicate that agreement in your contract, use the same plans and specifications and build to the same quality using materials of the same quality.

The Cooling-Off Period

Under the Act, you have a right to withdraw from the contract during a *cooling-off* period. You may withdraw from the contract during the following periods of time:

- ☐ within 5 working days of receiving, from your contractor, a copy of both the signed contract and this information statement or
- ☐ if the items above are given to you separately, then within 5 working days of receiving the second document.

To withdraw from the contract you must give a written notice of withdrawal to your contractor or to your contractor's address as shown on the contract before the 5 working day period expires. If you withdraw your contractor is entitled to \$100 plus all out of pocket expenses reasonably incurred to the date of withdrawal.

If your contract does not contain a notice advising you of your right to 'cool off', then you are entitled to withdraw within the period up to 7 days after you become aware that the contract should have contained such a notice.

- You do not have a right to withdraw if you:
- and your contractor had a previous contract on substantially the same terms for the same site or home; or
- have received independent legal advice before entering into the contract.

You may sign a notice waiving your rights to the cooling off period under a repair contract to enable the contractor to immediately start the repair work.

Building Approvals

Approvals for building work must be obtained from a building certifier. All building certifiers must be accredited by BSA. If you wish to engage a building certifier, legislation states that the engagement must be in writing and must state the certification fee. It is unlawful for a building certifier to certify or approve work which they are personally involved as a contractor or designer, or from which they are able to derive a profit.

Building inspections on dwellings must be performed by a building certifier or a competent person authorised by the certifier at the footing, slab, frame and final stage. The primary function of these on-site inspections are to ensure that construction work complies with approved plans and recognised building standards, including the *Building Code of Australia* (BCA). These inspections do not ensure compliance with the terms of the contract or judge the quality of the work.

It is your responsibility, working together with your contractor, to ensure that the work is constructed to an acceptable standard.

Your contractor must also provide you with a copy of each certificate of inspection as it is issued. As soon as is practicable after the work is completed, your contractor must also provide you with copies of any reports, notices or orders issued by suppliers of services, including, for example, electricity, gas, telephone, water or sewerage.

Insurance

For construction of a new home

Make sure that construction insurance has been arranged and paid for by your contractor. This insurance covers your home during the construction phase against such things as fire, storm and temper, flood, theft, vandalism, etc.

For construction involving an existing home

Advise your existing insurance company of the details of the work before it is started. Your home property insurance policy may be inadequate while construction is in progress. Discuss this with your insurance company.

Statutory Insurance

For contracts for residential construction work over \$3,300 in value, the BSA Statutory Insurance Scheme provides up to \$20,000 cover for a 6 1/2 year period if a licensed contractor performs the work. The residential construction work covered includes:

- (a) the construction of a dwelling or unit (provided the building is not over 3 storeys in height) and residential outbuildings (i.e. garage, pool change room, etc); and
- (b) certain replacements of, or extension to, part or all of a residential building (including refitting bathrooms and kitchens).

Your contractor is required to pay the premium directly to the BSA before the plans can be approved by the local government or building certifier. When you receive your Certificate of Insurance and policy from the BSA, read the terms of the policy (note the extent of cover and exclusions) and check that the Notified Contract Value agrees with your contract price. If these amounts vary by more than \$5,000 you should contact the BSA to amend your cover.

PART TWO: DURING CONSTRUCTION

Payments

The Act places restrictions on amounts that your contractor can claim.

The deposit is to be no more than 5% where the price is \$20,000 or more or where the price is less than \$20,000, can be up to 10%.

If the price is to be paid in instalments, the amount of each instalment is to be stated in the contract. The Act sets the following payment schedules for relevant contracts:

Stages	Percentage of Original Contract Price
1. Contract to build to enclosed	20%
Frame Stage	25%
Completion of Contract	Balance
2. Contract to build to fixing stage	12%
Base Stage	18%
Frame Stage	40%
Enclosed Stage	Balance
Completion of Contract	10%
Base Stage	15%
Frame Stage	35%
Enclosed Stage	20%
Fixing Stage	Balance
Practical Completion	

You and your contractor may agree that a relevant schedule does not apply to your contract and, in which case, an amended schedule must form part of your contract. You can not agree to vary the maximum deposit.

You should be aware of any upcoming progress payments. Carefully follow the arrangements for payments made in your contract, making sure that you pay by the due date and do not pay more than the required amount.

In the schedules mean:

Base Stage means

For buildings with a timber floor with base brickwork, when:

- ☐ concrete footings for the floor are poured; and
- ☐ base brickwork is built to floor level; and
- ☐ bearers and joists are installed;

OR

For buildings with timber floor without base brickwork, when

- ☐ stumps, piers or columns are finished; and
- ☐ bearers and joists are installed;

OR

For buildings with suspended concrete slab floor, when

- ☐ concrete footings are poured; and
- ☐ formwork and reinforcing for the suspended slab are installed;

OR

For a building with a concrete floor (not suspended), when the floor is finished.

Enclosed Stage means when:

- ☐ External wall cladding is fixed;
- ☐ The roof covering is fixed;
- ☐ Structural flooring is laid;
- ☐ External doors are fixed (even if only temporarily); and
- ☐ External windows are fixed (even if only temporarily)

Fixing Stage means when all internal lining, architraves, cornices, skirting, doors to rooms, baths, shower trays, wet area tiling, built-in shelves, built-in cabinets and built-in cupboards are fitted and fixed.

Where the contract is to build to a stage suitable for habitation, the payment on practical completion is due only once the home is suitable for habitation. If there are any minor omissions or defects then your contractor should provide you with a

signed list of these stating by when your contractor is to correct each defect or omission. The list must also state any defects or omissions which you believe exist but that your contractor does not agree with.

Variations

Any change to the work to be done under a contract is known as a variation.

Your contractor must put any variations in writing as soon as practicable and, if the variation means additional work, it is to be done before that work is started except where the work is urgent and it is not practicable to get it in writing first.

Your contractor must give you a copy of the variation document as soon as practicable and at least within 5 business days from when the document is signed. The variation document must:

- (a) be in English and legible;
- (b) be signed by your contractor. Your contractor must also take reasonable steps to have you sign the document;
- (c) describe the variation;
- (d) state the reason for the variation (only if sought by your contractor);
- (e) provide a reasonable estimate of any delay to the work which may result;
- (f) state the change to the contract price or set out the method for calculating the price change. If this is not stated, your contractor may still be entitled to the cost of the variation plus a reasonable profit; and
- (g) provide for when the price for the variation is to be paid or credited.

If you agree with the contents of the variation document, you should sign it.

If your contractor asks for a variation involving additional work, you are only liable to pay for that extra work, including excavations, if your contractor could not reasonably have foreseen that work at the time of contracting.

The Site

Your contractor is entitled to occupy the site for the purposes of carrying out the work. You are entitled to reasonable access to the site to view the work but you must not interfere with the carrying out of the work. If you do so, you become liable for resulting costs or delays.

If you are going to live in the completed work within 6 months of completion then the contractor has no right to place a caveat over your land.

Dispute Prevention

Disputes between contractors and consumers occur for many reasons including:

- (a) inaccurate or incomplete documentation;
- (b) poor communication;
- (c) unsatisfactory work;
- (d) delays; and
- (e) lack of knowledge of building practices.

You should maintain regular contact with your contractor and ask your contractor about anything you do not understand. Record key events, for example dates and details of meetings, phone calls, etc. in your diary. This can be very useful to avoid or resolve disputes.

Quality Control

It is your responsibility, working with your contractor, to check the quality of the work. The best way to achieve the desired quality is to conduct regular inspections of the work (at roughly the progress payment stages), by appointment with your contractor.

If you are not confident that you have the experience or time to sufficiently safeguard quality then you may wish to engage an appropriately qualified and experienced building consultant. If you are going away you should appoint an attorney to deal with your contractor in your absence. If you intend to engage a building consultant or appoint an attorney, you should advise your contractor.

On Completion / Handover

When your contractor advises you of handover, a final, pre-handover inspection should be arranged. This inspection, with your contractor, is an opportunity for you to:

- (a) check the house thoroughly for defective or missing items;
- (b) make sure you receive from your contractor a list of minor defects and omissions;
- (c) record details on the hand over document of any items missing, damaged or unfinished; and
- (d) provide the final progress payment (Do not withhold this payment without first obtaining legal advice).

PART THREE: DISPUTES

If you have any concerns about the building work:

- Advise your contractor immediately of any problems.
- Your first step is to convey your concerns in writing to your contractor, giving a reasonable time (say, 14 days) in which to address the matter. Make sure you keep a copy for your records.
- For unresolved technical disputes after completion, you may refer the issue to the BSA.

You should note that the BSA can not assist with minor matters that are more than 6 months old so you should contact the BSA about any such matter as soon as it is apparent. After you have lodged a complaint, a BSA technical representative may meet you and your contractor on-site and inspect the work. Prior to the site inspection, you and your contractor will have a further opportunity to resolve the dispute.

The BSA, at the site inspection, will:

- (a) make a determination as to who is responsible for defects;
- (b) where appropriate, direct your contractor to rectify any defects or complete the works. If your contractor is directed to rectify defects you should allow reasonable access.

The BSA can be contacted by calling 3225 2800 (or your regional BSA office) or writing to PMB 84 Coopers, Brisbane, Qld, 4151.

• Apply to the Queensland Building Tribunal

Contractors and consumers are all entitled to take any domestic building disputes to the QBT. More information on the QBT's procedures can be obtained by calling 3247 3333, or writing to QBT, GPO Box 2469, Brisbane, Qld 4001.

In addition to the dispute resolution alternatives outlined above, you may have a right to pursue your concerns in the Court or arbitration system. Expert advice should be obtained before commencing proceedings or taking any other action under the contract, eg pursuing liquidated damages or terminating the contract.

PART FOUR: AFTER MOVING IN

Warranties

• Manufacturer's Warranties

Obtain copies of the manufacturer's warranties (commonly of 12 months duration) for each of your new household appliances from your contractor.

• Statutory Warranties

The Act implies certain warranties into regulated contracts. These warranties must be stated in the contract and are set out below.

Warranty	Comment
All materials will be good and suitable for the purpose for which they are used and unless otherwise stated in the contract, all materials used in the work will be new.	Only applies where the contractor is responsible for supplying the materials. The warranty does not apply where: (a) you have engaged an architect to administer the contract and the contractor is subject to the direction of the architect for supplying the materials; or (b) the contract states that you are responsible for obtaining the materials and, without any recommendation, suggestion, criticism or other approach being made to you by the contractor, you specifically nominate certain materials and either: i) there are no reasonable grounds for not using those materials; or ii) there are reasonable grounds for not using those materials but the contractor has given written advice to you not to use them and despite that advice you have insisted on those materials being used. As the suitability of materials regard must be laid to generally accepted practices or standards applied in the building industry or the specifications, instructions or recommendations of manufacturers or suppliers of the materials.
The contractor will comply with all relevant laws.	
The work will be carried out in an appropriate and skilful way and with reasonable care and skill.	
The work will be carried out in accordance with the plans and specifications.	
The finished dwelling or house will be suitable for occupation when the work is finished.	Applies if the contract is for work that: a) consists of the erection or construction of a detached dwelling; or b) is intended to renovate, alter, extend, improve or repair a house. to a stage suitable for occupation.
The work will be carried out with reasonable diligence.	Applies only to contracts if the contract is a cross-plan contract and it does not have a stated completion date or period.
Provisional sums will be allocated with reasonable care and skill.	Reasonable care and skill requires compliance by the contractor of all information reasonably available when the contract is entered into (including information about the nature and location of the building site).

Footings Foundations and Termitic Systems

You should be aware that you have obligations to maintain the foundations and footings of the completed work and also the termite management system.

L/We have received CSIRO Information Sheet No. 10/91 and CORAL HOMES information letter termite prevention

Owner's Signature

Date

29.5.03

Owner's Signature

Date

29.5.03

.....

Building A Construction Project

Residential – 7 Cassim Place Redland Bay – Coral Homes

Appraise Contract Documents

To: dion@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: tess@coralhomes.com.au

Hi Dion,

Congratulations on your promotion to Project Manager. As a Contract Administrator I will be helping you out with all areas of this project from reviewing the contract to liaising with the client.

I've already read the contract documents along with the codes and regulations for this project to ensure we are fully aware of the obligations and are aware of any unusual aspects. As this contract is a HIA New Home Construction Contract there's not many things to be alarmed about. It's important to keep in mind about our legal obligations and penalties as per the contract, this is something I'm happy to keep on top of.

However, I've noticed that the approval to build closer to the block boundaries from the Redland City Council haven't been approved yet, this is something I will keep you updated on because we don't want that to delay our start date. I've also looked over the specifications and can see that the client has made some additional changes to light fixings and bathroom fittings which are all approved by the NCC and the manufacturers – these are unique pieces so I'll send these to the contractors as soon as possible to get quotes and approval by the client.

I've also looked into subcontractors for the project. If you are happy to do you want to use the same subcontractors that are working on houses in the same estate? We have worked with them before and they are affordable, high-quality workers and they are readily available, therefore saving time and money. As I speak to all the subcontractors, I'll organise start to organise the labour and accessibility and send it through to you to approve. Here's a list of main trades we will need for the job.

Trade	Description
Excavation	Prepares the site for building by removing all vegetation and excavating footings.
Electrician	Arranges electricity to be connected; places wiring for lighting and power cables; Fixes switches, installs power points, wires electrical systems.
Plumbing	Organises water supply; installs pipes and drains; installs roof and guttering; fits taps, hot water systems and toilets; ensures that downpipes are fitted and the sewer is connected.
Steelfixing	Installs reinforcing steel to improve the strength of concrete.
Gas fitting	Places gas pipes to appliances.
Concreting	Installs formwork and boxing; pours concrete (e.g. slabs).
Excavation	Prepares the site for building by removing all vegetation and excavating footings.

Electrician	Arranges electricity to be connected; places wiring for lighting and power cables; Fixes switches, installs power points, wires electrical systems.
Plumbing	Organises water supply; installs pipes and drains; installs roof and guttering; fits taps, hot water systems and toilets; ensures that downpipes are fitted and the sewer is connected.
Steelfixing	Installs reinforcing steel to improve the strength of concrete.
Gas fitting	Places gas pipes to appliances.
Concreting	Installs formwork and boxing; pours concrete (e.g. slabs).

To: tess@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: dion@coralhomes.com.au

Hi Tess,

Thanks for being on top of the project already, the list of main trades looks good and I'm happy to use the same subcontractors in the estate. Could you please talk to our suppliers about availability of materials and identify site access requirements with the limitations as I can see the block is a triangle shape.

Thanks Dion,

To: dion@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: tess@coralhomes.com.au

Hi Dion,

I sure can. To organise material availability, I've looked through the site files from the drawings and specifications and identified all materials and fixtures that our carpenters will need. I've started a spreadsheet that outlines quantities and lengths needed for the project and possible suppliers for the materials. I'm currently in the process of contacting our main suppliers to receive quotes and availability. Once I've received the quotes, I will send the spreadsheet/quotes to you for approval.

As you know it's a safety requirement that all building, and construction workers undergo safety induction training with a Registered Training Organisation to develop a general understanding of site safety including risks and hazards. I will ensure all workers have a White Card and undergo a site induction because starting work.

Other safety requirements include physical access – ensuring that there is enough room for trucks to park and lifting equipment, access for cranes and excavation works. As the block is at the end of a coldsack it might be slightly easier for moving trucks and cranes and we might not need as much traffic control. As for parking I'll have to go to site and have a look and get back to you, we might need to tell the tradesmen to park down the street if possible, to not block in neighbours.

NOTICE OF INTENTION TO COMMENCE WORK

Dear Neighbour,

This letter is to formally advise you that, I/we the owner/s of;

SITE DETAILS			
Unit No.	n/a	House No.	7
Street	Cassim Place		
Suburb	Redland Bay		

will be proceeding with the following proposed works:

APPROVED DEVELOPMENT			
Description of Work	commence building of two-storey dwelling		
Consent Authority	Redland City Council		
Consent Reference Number	22092020	Date Issued	22/09/2020
Date Work is to Commence	01/10/2020		

BUILDER DETAILS	
Builders Name	Coral Homes Pty Ltd
Builders Contact Number	07 3206 7102
Licence Number	1014053

I/we will be at the site regularly during construction, so please feel free to call me/us if you have any issues with the tradesman/ site works or even if it's just for a friendly chat. I/we will be doing my/our best to make the construction impact as low as possible.

Your Neighbour/s

Owners Name/s	Brett + Rachelle Hersey
Contact Number/s	04 12368836
Date	22/09/20

Before sending out a commencement date letter to the neighbourhood it's important to have all other permits approved, I'll email the electricians for the electrical supply and the plumbers for the water and sewerage. I will organise a skip bin for site for a weekly pick up for the whole project.

Please see attached a copy of the commencement notice to the other homeowners before works start. This letter confirms the date works will start, builder and licence numbers.

I've also started a delivery sheet in Sharepoint that we can both access for when deliveries are sent to site. It's to control and report on all materials and ensure we have received all requested materials. You will probably be using this spreadsheet more than me, so if an item isn't delivered please let me know and I'll call the supplier and organise a subsequent delivery is organised.

Thanks Tess.

Construction Operation Strategies

To: dion@coralhomes.com.au

Subject: Residential – 7 Cassim Place, Redland Bay

From: tess@coralhomes.com.au

Hi Dion,

As discussed in our meeting today it's important to plan in advance all construction aspects. We need to implement a variety of strategies to ensure operations are smooth throughout. See below the topics discussed and our notes in red.

1. **Appointing project managers and construction supervisors** – Project Manager – Dion Dunning, Project Supervisor – Jeff Jacobs. Day to day supervision of construction tasks and ensure the project runs smoothly and implementing the contract.
2. **Advertising for tradespersons/other employees** – Due to COVID we have to lay off multiple good employees – Tess to call to re-hire and induct them onto this site.
3. **Calling for tenders and subcontract operations** – Decided to use subcontractors that are already working in the estate, we have worked with them before and they are readily available
4. **Briefing organisational personnel** – Before starting work on site personnel are to get a briefing on expectations including – ad-hoc activities, toolbox meetings, work mobile calls etc.
5. **Purchasing processes for building supplies and materials** – This is will handled by Project Manager/Supervisor or Contract Administrator.

Thanks Tess

To: tess@coralhomes.com.au

Subject: Residential – 7 Cassim Place, Redland Bay

From: dion@coralhomes.com.au

Hi Tess,

Can you please give me an update on the below procedures?

- Equipment and Plant Hire procedure

- WHS policy and procedures
- Removal of existing services/hazardous materials procedure
- Gantt Chart Procedure (might need to use it)

Thanks Tess

To: dion@coralhomes.com.au
 Subject: Residential – 7 Cassim Place, Redland Bay
 From: tess@coralhomes.com.au

Hi Dion,

Yes of course – see below.

Hiring plant and equipment is quite similar to purchasing material. Organise what you need for the project, contact the supplier for a quote, once the quote is approved you have the option to pick up the goods or get them delivered (it's always easier to get it delivered). Ensure to take photos of the items before and after using to ensure we aren't blamed for any issues with the item. We will then get invoiced for the goods and payment is required. We will need to put down a refundable deposit and insurance, so ill ensure to keep hold of the invoices so when the goods are returned, we receive our deposit back.

Work Health & Safety policies outline safety measures for workers that are employed on site. Ensuring that all our employees read over and sign the policy is must, signing this policy means that the employee understands and takes ownership. Please see attached a copy of our policy to be printed for site. Please see below what also can be printed to go with the policy to ensure everyone knows the differences.

Term	Definition
Hazard	A situation or thing that has the potential to harm a person. Hazards at work may include: noisy machinery, a moving forklift, chemicals, electricity, working at heights, a repetitive job, bullying and violence at the workplace.
Risk	The possibility that harm (death, injury or illness) might occur when exposed to a hazard.
Risk control	Taking action to eliminate health and safety risks so far as is reasonably practicable, and if that is not possible, minimising the risks so far as is reasonably practicable. Eliminating a hazard will also eliminate any risks associated with that hazard.

When handling and disposing of hazardous materials/substances, it is essential to follow any MSDS, where applicable. Further under the Environmental Protection Regulations 2019 (qld) waste handlers must submit waste tracking information when transporting regulated waste or waste residues. If we do need removal of a hazardous substance please do not remove yourself, I will contact our skip bin company to get someone out to test and remove the substance. As this is a new build, we will not find any hazardous materials such as asbestos – this material has its own control plan.

If you have multiple projects on the go you can use a Gantt Chart to track and control these additional tasks – this chart represents the construction of three similar houses in a new estate. It

Work health and safety policy – Coral Homes

Coral Homes is committed to providing and maintaining a safe and healthy workplace for all workers (including contractors and volunteers) as well as clients, visitors and members of the public. Hazards and risks to health and safety will be eliminated or minimised, as far as is reasonably practicable.

The responsibility for managing health and safety ultimately rests with the person in control of the business or undertaking (PCBU), directors and management. Workers also have important responsibilities for health and safety in the workplace.

We are committed to complying with the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011*, codes of practice and other safety guidance material.

Management will:

- Ensure the business complies with all legislation relating to health and safety
- Eliminate or minimise all workplace hazards and risks as far as is reasonably practicable
- Provide information, instruction and training to enable all workers to work safely
- Supervise workers to ensure work activities are performed safely
- Consult with and involve workers on matters relating to health, safety and wellbeing
- Provide appropriate safety equipment and personal protective equipment
- Provide a suitable injury management and return to work program

Workers will:

- Take reasonable care for their own health and safety
- Follow safe work procedures, instructions and rules
- Participate in safety training
- Report health and safety hazards
- Report all injuries and incidents
- Use safety equipment and personal protective equipment as instructed

Our goal is to provide a safe and healthy work environment that is free from workplace injury and illness. This will only be achieved through the participation, co-operation and commitment of everyone in the workplace.

Name: Position:

Signature: Date:

Review date:

Template provided by the Queensland Government.

demonstrates how one trade may complete a job at one house then move to the next house that requires similar works, therefore minimising skilled labour.

Tomorrow I will send you an email on the project schedule.

Thanks Tess.

Project Schedule

To: dion@coralhomes.com.au

Subject: Residential – 7 Cassim Place, Redland Bay

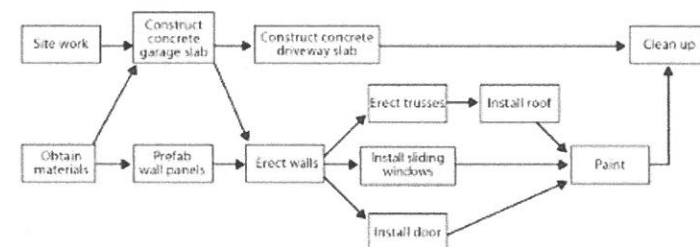
From: tess@coralhomes.com.au

Morning Dion,

Now that we have covered the contract documentation and implementing construction strategies, we need to discuss project schedule. As a project manager you have a good understanding of Human resource schedules, material delivery schedules, critical path, project timeframes and schedules of plant and equipment. Please see attached a basic project schedule I have started for you; the trades are in order with a description. The final project schedule will also include timeframes, we can sit down together and do this. From the final schedule you will be able to figure out, cash flow, labour, ordering and material deliveries for the project.

Another way of project scheduling is using - A network diagram is also known as a PERT Program Evaluation and Review Technique is a project management tool which is used to schedule tasks within a project. A PERT chart considers that relationship between tasks and assists in sequencing tasks which are dependent on others. This could be drawn by hand or using computer software such as Microsoft Projects. There are two different ways these diagrams can be presented – activity on the node or the node or activity on the arrow. Please see below as an example for a project.

Method 1: Activity on the node



In this diagram the activities are written inside the boxes and are linked by arrows. These arrows may or may not have the number of days to complete the task written on them.

You can also graphically represent a project schedule using Gantt Chart. A typical chart consists of rows and columns with tasks in the first column followed by the time intervals. See below example

Construction sequence

There are a number of steps in a construction sequence. The following steps show the expected construction sequence for a brick veneer dwelling.

1. Site set out

The site gets marked to show where the dwelling will be located, and levels are also taken to determine the required depth of excavation. Profiles are used on site and these are left in place until the footing or the slab on ground is poured and the base structure is completed. Profiles are two timber pegs driven vertically into the ground; a horizontal member gets nailed to the pegs. From this horizontal member, markings are made to show the centre of the footing and measurements are taken from here. Profiles are put in each corner of the building and are opposite each other, a string line gets tied between the opposite profile and this is how the centre of the footing is determined. The centre of the footing should always be used as a reference point.

2. Site excavation

This stage is also known as bulk excavation as the site is cleared removing any organic vegetable matter and trees from the top soil. At this stage if the house is on a sloping site, drainage is put around the site to divert the water away from the building. This is called a cut off drain. If a septic tank or other form of on-site waste disposal is required, this is also done at this stage.

3. Excavation of foundation for footing and slab

The foundation is excavated for the footing after the site is set out. Usually lime is used for marking on the ground to show the outline of the footing and where the piers are located. Lime is used because it is white and inexpensive. If a slab on ground is used, the same procedure takes place except if the slab has loadbearing walls. Slab thickening beams also need to be done at this stage.

At all times, while the excavator digs the foundation it is important to know the levels on site, otherwise the strip footings will be unnecessarily deep. When the concrete is placed in the footing, the footing must finish 100 mm below the finished ground level (FGL). This is to

ensure that the moisture in the ground is kept the same around the footing edge. The raft slab must finish 150 mm above the FGL to ensure that the dwelling cannot be flooded.

The drainage and plumbing excavation can be done at this stage as well.

4. Drainage and plumbing services

All the drains are now put in place, and if they need to go through a footing, a sleeve is put around the drains to allow the pipe to move freely. The sleeve is also required if the drain pipes penetrate the slab. Care must be taken to ensure when the waterproofing membrane is later placed, that the penetration is sealed properly around the membrane. This is because the membrane under the concrete slab stops any water penetration into the building in the form of dampness.

5. Placement of trench mesh in foundation

The trench mesh is placed on the foundation and chairs are put under the trench mesh to maintain the required cover for the steel. All laps must be done as per the Australian Standard or the approved plans. At this stage if a slab is used, the top steel is put in place as well. Reinforcement steel in slabs must be placed on chairs.

6. Preparation under raft slab

Once the excavation is complete, a layer of sand is put on the soil. This layer of sand is there to protect the membrane from any penetration or damage that could occur if it was placed directly onto the soil. Then the membrane is put in place and care is taken to seal off penetrations and to provide the appropriate lap. This lap also gets taped to ensure a complete seal under the concrete slab.

7. Placement of fabric and trench mesh in raft slab

Fabric mesh is placed on the membrane and trench mesh is placed in the perimeter edge beam, in the thickening beams and under loadbearing walls. Once all the steel is in place it is tied together. This is to stop any movement while the concrete is placed. Chairs are placed under the steel to obtain the appropriate cover to the steel.

8. Placement of concrete in foundation and isolated piers

When the concrete is placed in the trench, care must be taken that the trench mesh maintains the required cover. The trench must be free from any loose soil and water. Piers must also be clean, free from any loose materials.

9. Placement of concrete for raft slab

Concrete is placed on the membrane.

10. Construction of dwarf wall and brick piers for timber floor

For timber floor framing a dwarf wall or brick piers with ant caps for termite protection are constructed for bearers and joists.

11. Framing, windows and exterior doors

The carpenter or builder builds wall and roof frames with window openings on site, or erects prefabricated frames by fixing them together. Windows are installed. Platform sheet flooring are installed once floor framing is complete.

12. Exterior cladding

The interior frame is enclosed by the chosen exterior building material – either brickwork, weatherboards, mud bricks, AAC, etc.

13. Stairs

Stairs would now be installed so that the subcontractors working inside can get from one floor to the other without depending on ladders.

14. First fix plumbing

The plumber would now install all pipework for water supply and sanitary drainage for all wet areas.

15. Roofing

The roofer can install the roofing to make the building now watertight.

16. First fix electrical

Codes call for the house to be weatherproof before the wiring is installed, with the exterior windows and doors in place and the roof on. The electrician will now put in the boxes (switch, outlet, and lighting) and will pull the wires into them. Cable, telephone, speaker wires, etc. are also installed at this point.

17. Exterior Paint

Many surfaces on the outside need to be protected from the elements, so it is a good idea to paint exterior surfaces (where required) as soon as practicable.

18. Internal lining and insulation

Only once everything else is in the walls and inspections are completed, can walls be insulated and lined.

19. Strip timber flooring and trim

Timber strip flooring and trim are installed including door and window architraves, skirting and mouldings.

20. Tiling to wet areas

All wet areas have water resistant plaster. Ceramic tiles or other water-proof material are applied to this surface. This ensures that water is contained and does not affect the structural integrity of the floor members.

21. Cabinets and benchtops

Kitchen and Bathroom cabinetry and benchtops are now installed.

22. Finish Electrical

Here is where the electrician comes back to install the switches, outlets, light fittings, ceiling fans, etc.

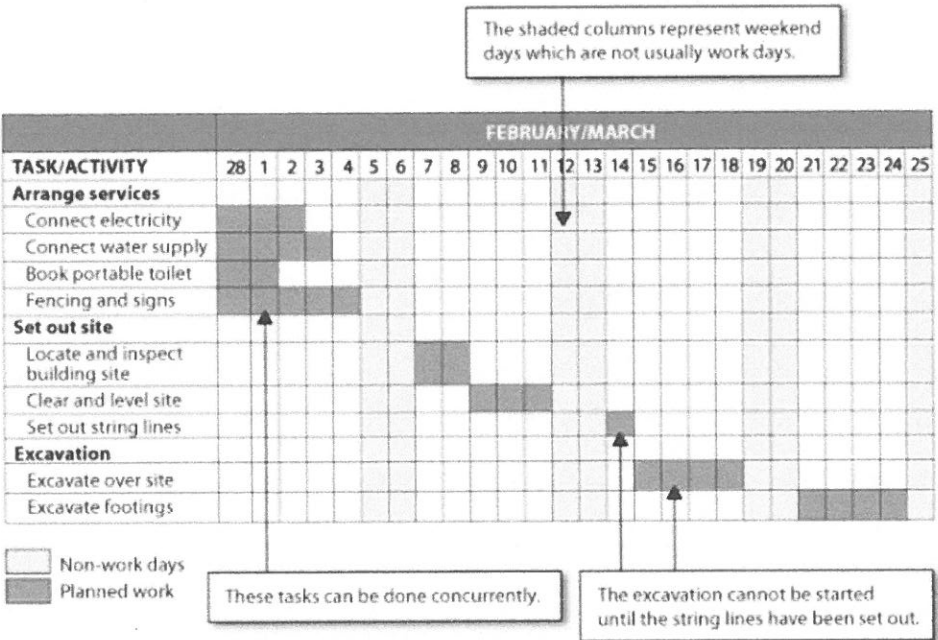
23. Finish Plumbing

The plumber will install the sinks, baths, toilets and all the taps.

24. Paint, finishes, carpet

Carpet should be one of the last trades to come in.

Sample Gantt chart for a residential construction project



Let me know if this is something you are interested in using for this project, I can organise a subscription to Microsoft projects and a training session.

The ‘critical path’ in the project schedule is good to note—it’s defined as the shortest completion time possible to complete a job. It sets out the build and its stages, details and records the build timelines, shows when subcontractors are due on site and for how long, supply chain of materials etc. Depending on the path you take will depend on how much float is in the job and delays in your critical path can cause an increase in time and money. It’s a daily exercise to manage the project critical path as it’s a living document for the entire life of the project.

When needing to give updates to the client regarding start and finish dates refer to the project schedule. It will give you a clear idea if the tasks are ahead of behind and the impacts it will have – such as delays.

Thanks Tess

Required Resources

To: tess@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: dion@coralhomes.com.au

Hi Tess,

Can you please let me know how you are going with the temporary site accommodations?

Thanks Dion,

To: dion@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: tess@coralhomes.com.au

Hi Dion,

I've contacted the electricians to supply the temp power – that is going to be up and running mid next week

I've contacted the plumbers to supply water – that is getting installed late next week

Toilets/sinks/drinking water – delivery set for tomorrow

Crib for breaks/offices – delivery set for early next week

Temporary fencing is going up today 23/09/2020

2 x waste bins are already there

Seepage barriers are on site if needed

Traffic control is organised for the first date on works.

I'll send you an update on documenting plant requirements and availability dates and on-site labour requirements.

Thanks,

To: dion@coralhomes.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: tess@coralhomes.com.au

Hi Dion,

When organising this projects plant hire, I'm going to referring back to the project management documents such the project schedule to establish dates they are required on site. Can you please ensure this is updated daily so everything is correct? If you organise material supply's, I'll look after the plant hire schedule for you.

This is the same deal with on-site labour requirements. Please ensure you also read through the site files to determine the type of labour required for the project. Referring to the project schedule we will be able to determine exactly when subcontractors will need to be on site. I can contact the subcontractor before they are needed to confirm.

The following methods may be used to let orders of contracts for labour – a purchase order is provided, a letter of request is provided confirming the quote, a sub-contract agreement is signed, or a quote is signed.

I think it would be a great idea to use the Ganett Chart for all your projects its clear and organised and basically does the scheduling for you.

Condition Reports

To: dion@coralhomes.com.au

Subject: Residential – 7 Cassim Place, Redland Bay

From: tess@coralhomes.com.au

Hi Dion,

As discussed, please see attached the site investigate report on the block our project is on, which documents the condition of the ground and neighbours block.

It might be worth getting a report done solely on the neighbour's block. There are existing structures on this street and there could be a dispute during construction. It's important for us also to take photos of any existing features or structures to support us (which include – fence lines, trees, swimming pools, and dwellings)

Once you have looked over the site investigation report I will forward the report to the owners to look over. And once we have completed the report on the neighbouring houses, I will give a copy to the owners prior to commencing construction. This way all parties will be aware of the site status before work commences and can easily identify any damages in the process.

Thanks Tess,

RAM
13 MAR 03



PO Box 140 Nerang QLD 4211
Telephone: (07) 5578 4955
Fax Design Room: (07) 5578 2155

SITE INVESTIGATION REPORT - FEB 03

EPE - 3

Report Prepared by: hance Date: 11/3/03 EPE Project No: 255/2
CLIENT: Local Client Project No:

Site Location: Lot 48 Cassin PL, Redland Bay.

1.0 - SITE INVESTIGATION RESULTS

- 1.1 The Soil / Site Classification is: ☐ S ☒ M ☐ MD ☐ H ☐ HD ☐ E ☐ P
- 1.2 The EPE cost code is: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ BP1 ☐ BP2
- 1.3 Vehicle Access to this site is: ☒ GOOD ☐ BAD
- 1.4 The wind classification is: ☐ N1(W28) ☒ N2(W33) ☐ N3(W41) ☐ N4(W50) ☐ N5(W60)
- 1.5 Site Drainage is: ☒ GOOD ☐ POOR
- 1.6 Site slope and direction: 2° from S to N
- 1.7 Are engineered designed retaining walls required? ☐ YES ☒ NO
- 1.8 Rock encountered which may effect excavation? ☐ YES ☒ NO
- 1.9 Pad Scarifying? ☐ YES ☒ NO
- 1.10 Under Slab services to be suspended? ☐ YES ☒ NO

2.0 - INSPECTION OF NEIGHBOURHOOD

- 2.1 Existing Masonry Buildings
Is there significant cracking of existing masonry walls? ☐ YES ☒ NO
- 2.1 Movements of Roads, Kerbs, Pavements, Masonry Fences and Ground Surfaces
Is there significant movements in the above? ☐ YES ☒ NO
- 2.2 Road Cuttings and Other Excavations
Inspections of the above indicate that the soil profile is generally:
CLAY S.

2552

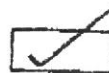
EVOLUTION PROFESSIONAL ENGINEERS - SITE INVESTIGATION REPORT

EPE - 3

3.0 - INSPECTION OF SITE**3.1 Identification of Lot**

The site has been identified as the Lot marked by the Client on a photocopy of the registered subdivision plan, or: It has been verified that the site is the Lot.

Checked

**3.2 Site Status for**

Natural

☐

Trees - Small

☐

Trees - Large

☐Developers
Platform☒Builders/Home
Owners
Platform☐

254

EVOLUTION PROFESSIONAL ENGINEERS - SITE INVESTIGATION REPORT

EPE - 3

4.0 - SITE ANALYSIS

Is there current evidence of the following that would
Likely affect this site

Yes

No

4.1	Landslip	☐	☒
4.2	Slope Stability Assessment Required	☐	☒
4.3	Mine Subsidence (eg Ipswich, Gympie & Newcastle)	☐	☒
4.4	Extremely Reactive Soil	☐	☒
4.5	Land Contamination	☐	☒
4.6	Deep fill, and soft or collapsing soils	☒	☐
4.7	Floating Boulders	☐	☒
4.8	Rock (difficult excavation)	☐	☒
4.9	Residential Allotment (<1000m ²) with over 1.6 m fill	☐	☒
4.10	Acreage Allotment with over 2.4 m fill	☐	☒
4.11	Marine environment or other risk of corrosion	☐	☒
4.12	Underground flowing water (and seepage evidence)	☐	☒
4.13	Erosion	☐	☒

15517

EVOLUTION PROFESSIONAL ENGINEERS - SITE INVESTIGATION REPORT

EPE - 3

E.0 - FIELD RECORDS OF TEST BORING AND / OR IN SITU TESTING

Borehole 1			Borehole 2			Borehole 3		
Depth (mm)	DCP's	Soil Profile	Depth (mm)	DCP's	Soil Profile	Depth (mm)	DCP's	Soil Profile
0		Silty SAND	0			0		Silty SAND
500		CLAY SAND	500			500		CLAY SAND
1000		SANDY CLAY	1000			1000		SANDY CLAY
1500		END BORE	1500			1500		END BORE
2000			2000			2000		
2500			2500			2500		
3000			3000			3000		

5.1 - SOIL PROFILE USED ON FIELD RECORDS: Sand, Silts and Clays, Rock and Fill

5.1.1 - CORRELATION BETWEEN DENSITY INDEX AND PENETROMETER RESULT FOR SAND

Term	Density Index (%)	Approximate DCP Blow Count (blows per 100 mm)
Very Loose	< 15	< 1
Loose	15 - 35	1 - 2
Medium Dense	35 - 65	2 - 5
Dense	65 - 85	5 - 10
Very Dense	> 85	> 10

5.1.2 - CORRELATION BETWEEN C_u AND PENETROMETER RESULTS FOR SILTS AND CLAYS

Term	Undrained Shear Strength (kPa)	Approximate DCP Blow Count (blows per 100 mm)
Very Soft	0 - 12	< 1
Soft	12 - 25	1
Firm	25 - 50	1 - 3
Stiff	50 - 100	3 - 5
Very Stiff	100 - 200	5 - 8
Hard	> 200	> 8

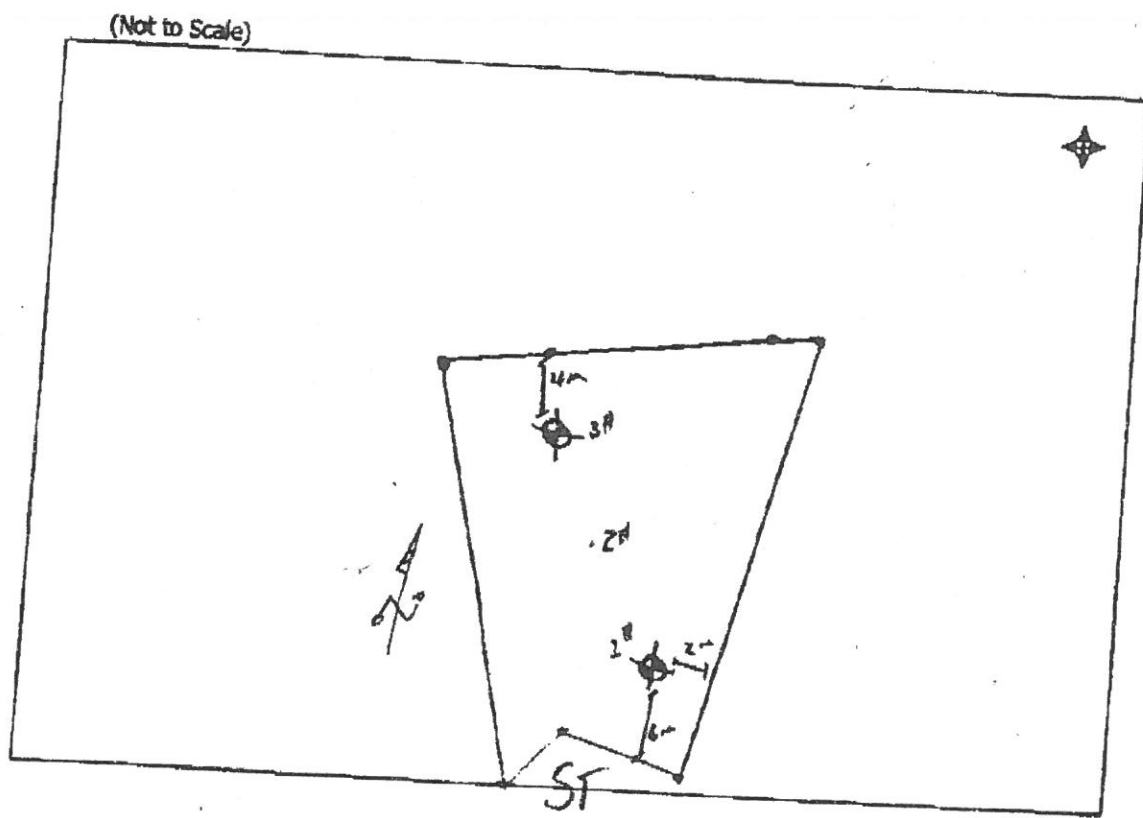
255.2

EVOLUTION PROFESSIONAL ENGINEERS - SITE INVESTIGATION REPORT

EPE - 3

5.2 - Location of Bore Holes

The location of bore holes are marked and numbered as follows:-



5.3 - Comments and Recommendations

Commercial – Prince William Aged Care – Blue Star Electrical

Appraise Contract Documents

To: dion@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: tess@bluestar.com.au

Hi Dion,

Congratulations on your promotion to Project Manager. As a Contract Administrator I will be helping you out with all areas of this project from reviewing the contract to liaising with the client.

I've already read the contract documents along with the codes and regulations for this project to ensure we are fully aware of the obligations and are aware of any unusual aspects. This is a standard electrical contract from the builders, so far there is nothing to be alarmed about. It's important to keep in mind about our legal obligations and penalties as per the contract, this is something I'm happy to keep on top of.

I've also looked over the specifications and can see that the client has made some additional changes to light fixings which are all approved by the builder and the manufacturers – these are unique pendant lights so I'll send these to the suppliers as soon as possible to get quotes and approval by the client.

I've also looked into subcontractors for the project. If you are happy to do you want to use the same subcontractors that have worked on our projects before? All of our subcontractors are affordable, high-quality workers and they are readily available, therefore saving time and money. As I speak to all the subcontractors, I'll organise start to organise the labour and accessibility and send it through to you to approve. Here's a list of main trades that will be at the project

Trade	Description
Excavation	Prepares the site for building by removing all vegetation and excavating footings.
Electrician	Arranges electricity to be connected; places wiring for lighting and power cables; Fixes switches, installs power points, wires electrical systems.
Plumbing	Organises water supply; installs pipes and drains; installs roof and guttering; fits taps, hot water systems and toilets; ensures that downpipes are fitted and the sewer is connected.
Steelfixing	Installs reinforcing steel to improve the strength of concrete.
Gas fitting	Places gas pipes to appliances.
Concreting	Installs formwork and boxing; pours concrete (e.g. slabs).
Excavation	Prepares the site for building by removing all vegetation and excavating footings.
Electrician	Arranges electricity to be connected; places wiring for lighting and power cables; Fixes switches, installs power points, wires electrical systems.
Plumbing	Organises water supply; installs pipes and drains; installs roof and guttering; fits taps, hot water systems and toilets; ensures that downpipes are fitted and the sewer is connected.

Steelfixing	Installs reinforcing steel to improve the strength of concrete.
Gas fitting	Places gas pipes to appliances.
Concreting	Installs formwork and boxing; pours concrete (e.g. slabs).

To: tess@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: dion@bluestar.com.au

Hi Tess,

Thanks for being on top of the project already, thanks for letting me know the other trades that will be there and I’m happy to use the same subcontractors that we have used before. Could you please talk to our suppliers about availability of materials and identify site access requirements with the limitations as I can see the block is a triangle shape.

Thanks Dion,

To: dion@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: tess@bluestar.com.au

Hi Dion,

I sure can. To organise material availability, I’ve looked through the site files from the drawings and specifications and identified all materials and fixtures that our electricians will need. I’ve started a spreadsheet that outlines quantities and lengths needed for the project and possible suppliers for the materials. I’m currently in the process of contacting our main suppliers to receive quotes and availability. Once I’ve received the quotes, I will send the spreadsheet/quotes to you for approval.

As you know it’s a safety requirement that all building, and construction workers undergo safety induction training with a Registered Training Organisation to develop a general understanding of site safety including risks and hazards. I will ensure all workers have a White Card and undergo a site induction because starting work.

Other safety requirements include physical access – ensuring that there is enough room for trucks to park and lifting equipment, access for cranes and excavation works. As the block is at the end of a coldsack it might be slightly easier for moving trucks and cranes and we might not need as much traffic control. As for parking I’ll have to go to site and have a look and get back to you, we might need to tell the tradesmen to park down the street if possible, to not block in neighbours.

The commencement date letter will be sent to the neighbourhood by the builders. I believe the builders are waiting on the permit for the plumbers we have done our part. A skip bin for site will be organised by the builders for a weekly pick up for the whole project.

Please see attached the working and non-working dates calendar that the ETU sent through. This is important to have to organise the project labour/delivery schedules.

JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	4						1	1	2	3	4	5	6	7				1	2	3	4	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					26	27	28	29	30			
MAY							JUNE							JULY							AUGUST							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2	1	2	3	4	5	6			1	2	3	4								1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
31																					30	31						
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31			

● PUBLIC HOLIDAY ● SCHOOL HOLIDAY ● RDO'S In addition to the public holidays above you are also entitled to -1 "Show Day" Public Holiday

1800 ETUYES(1800 388 937)

Delivery Schedule

PO 87058
Supplier CNW
Project
Job Number 19032
Delivery Address
Date Ordered Monday, 17 August 2020
Date Required Saturday, 0 January 1900

aged care building
300 Lytton Road.

Date Required	Date Required	Date Required
24/08/21	31/08/21	
Comment	Comment	Comment

Line	Part Number	Description	Unit	QTY Ordered	Overall Balance	Qty Required	Qty Remaining	Qty Required	Qty Remaining	Qty Required
1	0	1.5MM TWIN ACTIVE	0	1000	1000		1000		1000	
2	0	2.5MM TWIN ACTIVE	0	500	500		500		500	
3	0	2.5MM TWIN & EARTH	0	10000	10000		10000		10000	
4	0	2.5MM 4-CORE & EARTH (LIGHTING)	0	20000	20000		20000		20000	
5	0	2.5MM RED BUILDING WIRE	0	3000	3000		3000		3000	
6	0	2.5MM WHITE BUILDING WIRE	0	3000	3000		3000		3000	
7	0	2.5MM BLUE BUILDING WIRE	0	3000	3000		3000		3000	
8	0	2.5MM BLACK BUILDING WIRE	0	3000	3000		3000		3000	
9	0	2.5MM EARTH BUILDING WIRE	0	4000	4000		4000		4000	
10	0	4MM TWIN & EARTH	0	500	500		500		500	
11	0	6MM TWIN & EARTH	0	500	500		500		500	
12	0	6MM 4 CORE & EARTH	0	500	500		500		500	
13	0	10MM 4 CORE & EARTH	0	100	100		100		100	
14	0	6MM EARTH BUILDING WIRE	0	1000	1000		1000		1000	
15	0	FIGURE 8	0	500	500		500		500	
16	0	DYNET CABLE	0	10	10		10		10	
17	0	CAT 6 A	0	0	0		0		0	
18	0	2.5MM BLACK TWIN & EARTH	0	2000	2000		2000		2000	
19	0	CAT 5 CABLE FOR METERING	0	2135	2135		2135		2135	
20	0		0	0	0		0		0	
21	0		0	0	0		0		0	
22	0		0	0	0		0		0	
23	0		0	0	0		0		0	
24	0		0	0	0		0		0	
25	0		0	0	0		0		0	
26	0		0	0	0		0		0	
27	0		0	0	0		0		0	
28	0		0	0	0		0		0	
29	0		0	0	0		0		0	
30	0		0	0	0		0		0	
31	0		0	0	0		0		0	
32	0		0	0	0		0		0	
33	0		0	0	0		0		0	
34	0		0	0	0		0		0	
35	0		0	0	0		0		0	
36	0		0	0	0		0		0	
37	0		0	0	0		0		0	
38	0		0	0	0		0		0	
39	0		0	0	0		0		0	
40	0		0	0	0		0		0	
41	0		0	0	0		0		0	
42	0		0	0	0		0		0	
43	0		0	0	0		0		0	
44	0		0	0	0		0		0	
45	0		0	0	0		0		0	
46	0		0	0	0		0		0	
47	0		0	0	0		0		0	
48	0		0	0	0		0		0	
49	0		0	0	0		0		0	
50	0		0	0	0		0		0	
51	0		0	0	0		0		0	
52	0		0	0	0		0		0	
53	0		0	0	0		0		0	
54	0		0	0	0		0		0	
55	0		0	0	0		0		0	
56	0		0	0	0		0		0	
57	0		0	0	0		0		0	
58	0		0	0	0		0		0	
59	0		0	0	0		0		0	
60	0		0	0	0		0		0	
61	0		0	0	0		0		0	
62	0		0	0	0		0		0	
63	0		0	0	0		0		0	
64	0		0	0	0		0		0	
65	0		0	0	0		0		0	
66	0		0	0	0		0		0	
67	0		0	0	0		0		0	
68	0		0	0	0		0		0	
69	0		0	0	0		0		0	

Goods Received

PO
Supplier
Project
Job Number
Delivery Address
Date Ordered
Date Required
Items

87058
CNW/
aged care building
19032
360 Lytton Road.
Monday, 17 August 2020
Saturday, 0 January 1900

Date
Reference

Line	Part Number	Description	Unit	QTY Ordered	Balance	Qty Received
1	0	1.5MM TWIN ACTIVE	0	1000	1000	
2	0	2.5MM TWIN ACTIVE	0	500	500	
3	0	2.5MM TWIN & EARTH	0	10000	10000	
4	0	2.5MM 4-CORE & EARTH (LIGHTING)	0	20000	20000	
5	0	2.5MM RED BUILDING WIRE	0	3000	3000	
6	0	2.5MM WHITE BUILDING WIRE	0	3000	3000	
7	0	2.5MM BLUE BUILDING WIRE	0	3000	3000	
8	0	2.5MM BLACK BUILDING WIRE	0	3000	3000	
9	0	2.5MM EARTH BUILDING WIRE	0	4000	4000	
10	0	4MM TWIN & EARTH	0	500	500	
11	0	6MM TWIN & EARTH	0	500	500	
12	0	6MM 4 CORE & EARTH	0	500	500	
13	0	10MM 4 CORE & EARTH	0	100	100	
14	0	6MM EARTH BUILDING WIRE	0	1000	1000	
15	0	FIGURE 8	0	500	500	
16	0	DYNET CABLE	0	10	10	
17	0	CAT 6 A	0	0	0	
18	0	2.5MM BLACK TWIN & EARTH	0	2000	2000	
19	0	CAT 5 CABLE FOR METERING	0	2135	2135	
20	0		0	0	0	
21	0		0	0	0	
22	0		0	0	0	
23	0		0	0	0	
24	0		0	0	0	
25	0		0	0	0	
26	0		0	0	0	
27	0		0	0	0	
28	0		0	0	0	
29	0		0	0	0	
30	0		0	0	0	
31	0		0	0	0	
32	0		0	0	0	
33	0		0	0	0	
34	0		0	0	0	
35	0		0	0	0	
36	0		0	0	0	
37	0		0	0	0	
38	0		0	0	0	
39	0		0	0	0	
40	0		0	0	0	
41	0		0	0	0	
42	0		0	0	0	
43	0		0	0	0	
44	0		0	0	0	
45	0		0	0	0	
46	0		0	0	0	
47	0		0	0	0	
48	0		0	0	0	
49	0		0	0	0	
50	0		0	0	0	
51	0		0	0	0	
52	0		0	0	0	
53	0		0	0	0	
54	0		0	0	0	
55	0		0	0	0	

I've also started a delivery schedule and goods received spreadsheet in Sharepoint (also attached to this email) that we can both access for when deliveries are sent to site. It's to control and report on all materials and ensure we have received all requested materials. You will probably be using this spreadsheet more than me, so if an item isn't delivered please let me know and I'll call the supplier and organise a subsequent delivery is organised.

Thanks Tess.

Construction Operation Strategies

To: dion@bluestar.com.au

Subject: Commercial – Prince William Aged Care

From: tess@bluestar.com.au

Hi Dion,

As discussed in our meeting today it's important to plan in advance all construction aspects. We need to implement a variety of strategies to ensure of operations are smooth throughout. See below the topics discussed and our notes in red.

6. Appointing project managers and construction supervisors – Project Manager – Dion Dunning, Project Supervisor – Jeff Jacobs. Day to day supervision of construction tasks and ensure the project runs smoothly and implementing the contract.
7. Advertising for tradespersons/other employees – Due to COVID we have to lay off multiple good employees – Tess to call to re-hire and induct them onto this site.
8. Calling for tenders and subcontract operations – Decided to use subcontractors that have already worked on our projects, Tess to ensure they are readily available
9. Briefing organisational personnel – Before starting work on site personnels are to get a briefing on expectations including – ad-hoc activities, toolbox meetings, work mobile calls etc.
10. Purchasing processes for building supplies and materials – This is will handled by Project Manager/Supervisor or Contract Administrator.

Thanks Tess

To: tess@bluestar.com.au

Subject: Commercial – Prince William Aged Care

From: dion@bluestar.com.au

Hi Tess,

Can you please give me an update on the below procedures?

- Equipment and Plant Hire procedure
- WHS policy and procedures
- Removal of existing services/hazardous materials procedure
- Gantt Chart Procedure (might need to use it)

Thanks Dion,

To: dion@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: tess@bluestar.com.au

Hi Dion,

Yes of course – see below.

Hiring plant and equipment is quite similar to purchasing material. Organise what you need for the project, contact the supplier for a quote, once the quote is approved you have the option to pick up the goods or get them delivered (it's always easier to get it delivered). Ensure to take photos of the items before and after using to ensure we aren't blamed for any issues with the item.

We will then get invoiced for the goods and payment is required. We will need to put down a refundable deposit and insurance. So I'll ensure to keep hold of the invoices so when the goods are returned, so we receive our deposit back.

Work Health & Safety policies outline safety measures for workers that are employed on site. Ensuring that all our employees read over and sign the policy is must, signing this policy means that the employee understands and takes ownership. Please see attached a copy of our policy to be printed for site. Please see below what also can be printed to go with the policy to ensure everyone knows the differences.

Term	Definition
Hazard	A situation or thing that has the potential to harm a person. Hazards at work may include: noisy machinery, a moving forklift, chemicals, electricity, working at heights, a repetitive job, bullying and violence at the workplace.
Risk	The possibility that harm (death, injury or illness) might occur when exposed to a hazard.
Risk control	Taking action to eliminate health and safety risks so far as is reasonably practicable, and if that is not possible, minimising the risks so far as is reasonably practicable. Eliminating a hazard will also eliminate any risks associated with that hazard.

When handling and disposing of hazardous materials/substances, it is essential to follow any MSDS, where applicable. Further under the Environmental Protection Regulations 2019 (qld) waste handlers must submit waste tracking information when transporting regulated waste or waste residues. If we do need removal of a hazardous substance please do not remove yourself, I will contact our skip bin company to get someone out to test and remove the substance. As this is a new build, we will not find any hazardous materials such as asbestos – this material has its own control plan.

If you have multiple projects on the go you can use a Gantt Chart to track and control these additional tasks – this chart represents different projects construction at one time. It demonstrates how one trade may complete a job at one project then move to the next project that requires similar works, therefore minimising skilled labour.

Tomorrow I will send you an email on the project schedule.

Thanks Tess.



Work Health and Safety Policy

Overview

recognises its responsibility for the safety and welfare of its personnel. No person should suffer injury or ill health through any work activity. is committed to zero safety incidents.

In line with workplace health & safety (WHS) statutory obligations, aims to provide the highest level of protection for employees, clients and visitors that is reasonably practicable.

While provides information, instruction and training to employees and contractors (Workers) about safe work practices and its policies, it is also expected that Workers care for their own health and safety and contribute to maintaining a safe workplace at all times.

Our safety systems and procedures comply with the requirements of ISO 45001:2018.

Scope

This policy applies to all : Workers while they are:

- in a workplace under management and control (including vehicles);
- using, handling, storing or transporting plant, products or substances; and/or
- performing work in the conduct of our business (including at a site away from their usual workplace).

Protecting Workers

In accordance with work health and safety legislation in the State operates in, aims to eliminate risks in the workplace or, where this is not possible, reduce any risk as far as reasonably practicable.

promotes a safe workplace and safe work practices in a number of ways:

- **Training and information:** Workers receive training and information about occupational health and safety plan, safe work practices, and are required to read and understand policies and procedures dealing with workplace safety.
- **Monitoring and auditing:** continually monitors and identifies potential workplace health and safety issues and develop strategies for dealing with them. also audits its WHS systems.
- **Communication:** and its Workers are encouraged to exchange information about the risks to health and safety and measures that should be taken to either eliminate or reduce these risks as far as possible. facilitates communication through office meetings, project meetings, toolbox meetings, pre-start meetings and health & safety representatives.
- **Representation:** Workers are encouraged to raise all WHS issues with : management and/or its Operations WHSE & QA Manager. If Workers believe a contravention of the work health and safety legislation has occurred or is occurring, the first step should be to report this to your manager/supervisor.

Review Date	Revision Number	Endorsement
1 October 2019	5	

First aid: All offices shall have an appropriate First Aid Kit available where required and the personnel who has current First Aid qualifications shall be made known to the relevant employees.

Reporting incidents

All workplace accidents, near-misses, injuries, illness or damage must be reported to the immediate supervisor/manager and/or Operations WHSE & QA Manager. The following procedure will apply:

- **First aid:** Where necessary first aid or medical attendance will be organised.
- **Notification:** The following applies in relation to reporting of incidents:
 - **Critical Incident or Fatality:** This shall be notified and managed in accordance with the Critical Incident Management Plan.
 - **Other incidents:** In Queensland, notification of all incidents must occur within 24 hours, or immediately if a death has occurred.
 - **Investigation and prevention:** All incidents will be investigated to identify the cause with a view to preventing recurrence of the incident.

Procedure to resolve WHS issues

If a Worker wishes to raise a WHS issue that has:

- arisen in a workplace which is under management and control; or
- arisen from the conduct of business,

they should speak to their immediate supervisor/manager and/or Operations WHSE & QA Manager.

As soon as is reasonably possible after reporting the issue the immediate supervisor/manager and/or Operations WHSE & QA Manager will meet with the Worker affected by the issue (and any representative of the Worker) to assist in resolving the issue.

For the purpose of resolving the health and safety issue as quickly and effectively as possible the parties will consider:

- the number and location of Workers affected by the issue;
- whether appropriate temporary measures are possible or desirable;
- how long it will take to permanently resolve the issue; and
- who, on behalf, will be responsible for performing and overseeing any action agreed necessary to resolve the issue.

After an issue is resolved, will endeavour to circulate to the parties a written record detailing the issue and matters relating to its resolution. will ensure that any agreement reached in the course of resolving the issue is brought to the attention of the Workers affected by the issue.

Consultation about WHS issues

As far as is reasonably practicable, will consult with Workers who are (or who are likely to be) directly affected when

- identifies or assesses WHS hazards or risks at a workplace under our management and control or arising from the conduct of our business;
- determines measures to be taken to control WHS risks at a workplace under our management and control or arising from the conduct of our business; and
- proposes changes that may affect the health or safety of Workers to a workplace under management and control and/or the plant, substances or other things used at such a workplace and/or the conduct of the work performed at such a workplace.

endeavours to share information about these matters and give Workers a reasonable opportunity to express views on them. will take into account those views.

Senior Leadership Team Responsibilities

It is the ultimate responsibility of the Senior Leadership Team to ensure that high standards of safety, its safety culture, and safety management systems are maintained, monitored, reviewed and enforced.

In addition to the above, they have the primary responsibility of: -

- Ensuring that the requirements of Safety Management System are endorsed and complied with within their respective teams at all times;
- Abiding by, communicating, supporting and promoting this policy to all employees within their control; and
- Ensuring their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services.

Worker's responsibilities

A safe working culture is the responsibility of everyone, and this can be best achieved through the cooperative efforts of all. This involves being proactive about WHS issues and also responding quickly and appropriately if an incident does occur.

Whilst is required to maintain a safe and healthy work environment, employees, contractors, clients and visitors are also expected to take reasonable care for their own health and safety and that of others by:

- complying with WHS policies, procedures and instructions, and any WHS policies, procedures and instructions of our clients or customers while on their sites;
- taking care for their own health and safety and the health and safety of others who may be affected by their actions;
- taking action to avoid, eliminate or minimise hazards;
- reporting all known or observed hazards to the appropriate person;
- reporting immediately any work-related injury or 'near-miss' incident to the appropriate person;
- actively participating in the management of WHS risks;
- not wilfully placing at risk the health, safety or well-being of others at the workplace; and
- being familiar with emergency and evacuation procedures and cooperating with directions from emergency or evacuation wardens.

Other relevant policies, procedures and documents

Workers must read this policy in conjunction with other relevant policies, procedures and safety documents, including (but not limited to):

- the Work Health and Safety Plan;
- Work Health, Safety and Environment Management Procedures;
- Rehabilitation Procedure for Workers;
- Correct use of Personal Protective Equipment;
- the Risk Matrix; and
- the Safe Works Procedure.

Implementation of this policy

The Chief Operating Officer is responsible for this policy withir . The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within for implementation.

The Senior Leadership Team within have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services

Breach of this policy

Any breach of this policy by a Worker is a disciplinary matter and may be investigated. In serious cases, the penalty for breach of policy, or repetition of an offence, may include termination of employment, including summary dismissal.

Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.

Project Schedule

To: dion@bluestar.com.au

Subject: Commercial – Prince William Aged Care

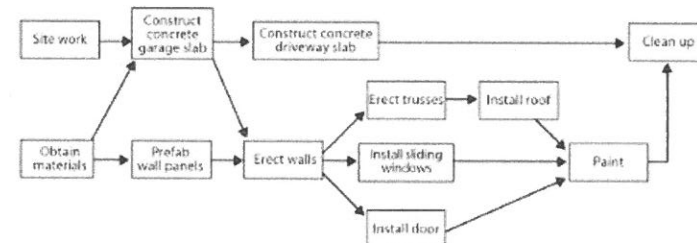
From: tess@bluestar.com.au

Morning Dion,

Now that we have covered the contract documentation and implementing construction strategies, we need to discuss project schedule. As a project manager you have a good understanding of Human resource schedules, material delivery schedules, critical path, project timeframes and schedules of plant and equipment. Please see attached the electrician project schedule that the builders sent us from June till October; our work is in Blue. From there we then create a more detailed schedule that is used internally which has the task, duration start and finish dates and resource names.

Another way of project scheduling is using - A network diagram is also known as a PERT Program Evaluation and Review Technique is a project management tool which is used to schedule tasks within a project. A PERT chart considers that relationship between tasks and assists in sequencing tasks which are dependent on others. This could be drawn by hand or using computer software such as Microsoft Projects. There are two different ways these diagrams can be presented – activity on the node or the node or activity on the arrow. Please see below as an example for a project.

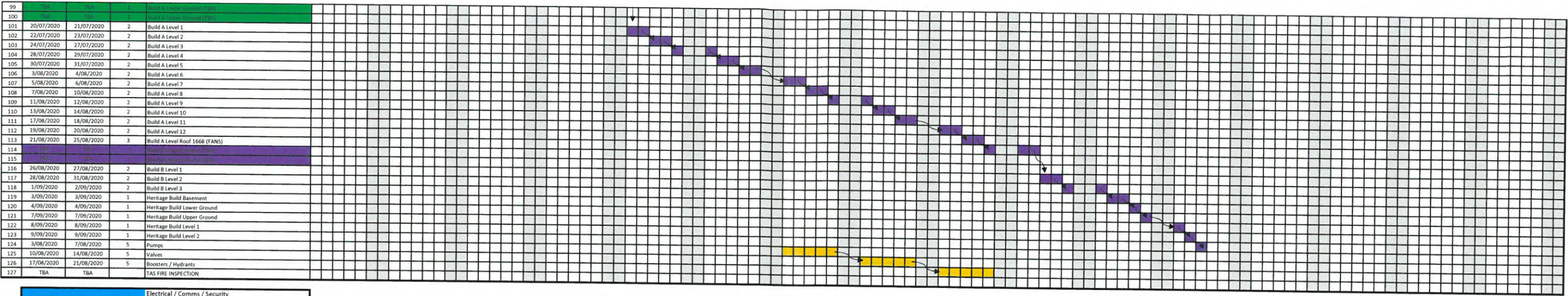
Method 1: Activity on the node



In this diagram the activities are written inside the boxes and are linked by arrows. These arrows may or may not have the number of days to complete the task written on them.

You can also graphically represent a project schedule using Gantt Chart. A typical chart consists of rows and columns with tasks in the first column followed by the time intervals. See below example

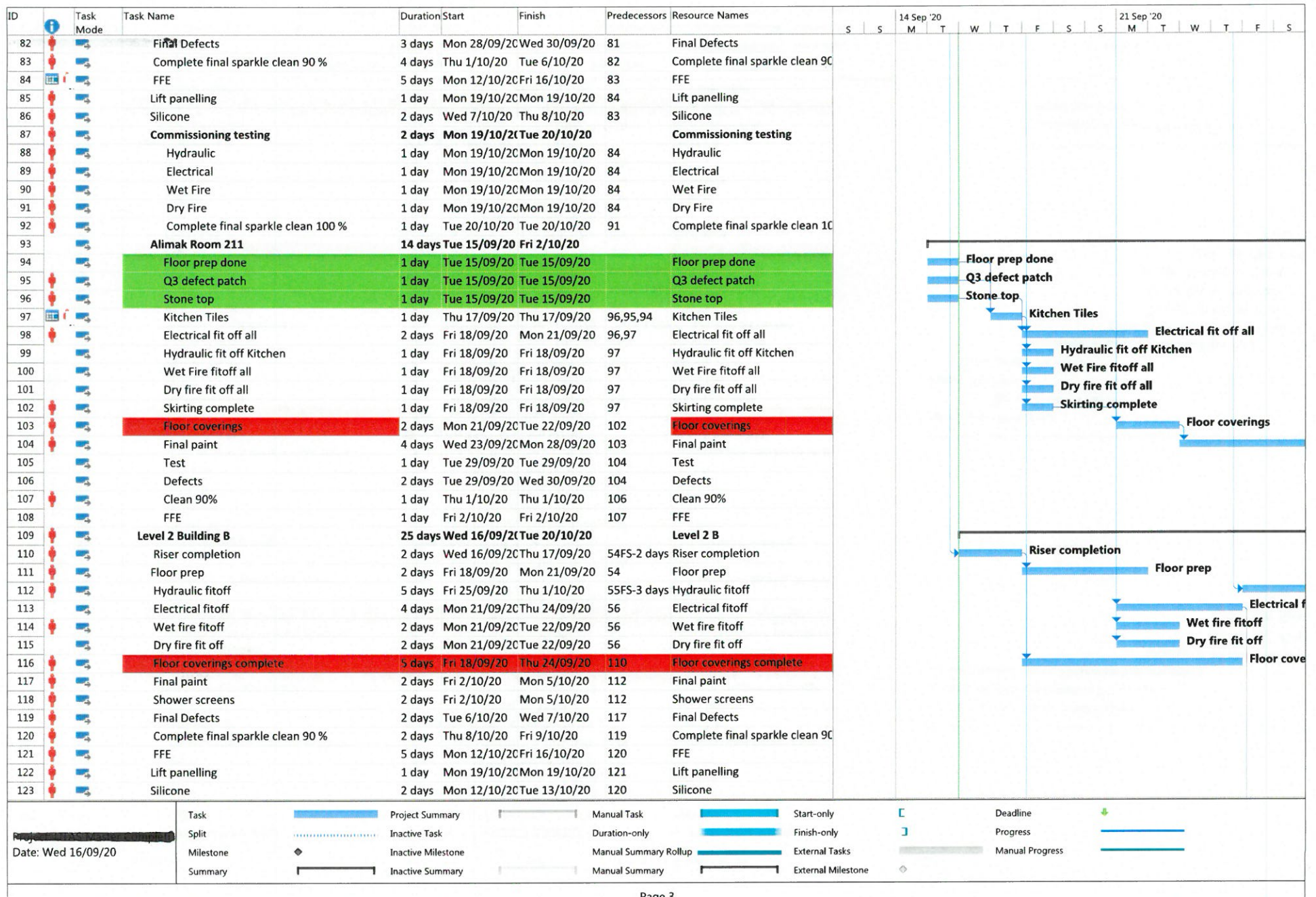


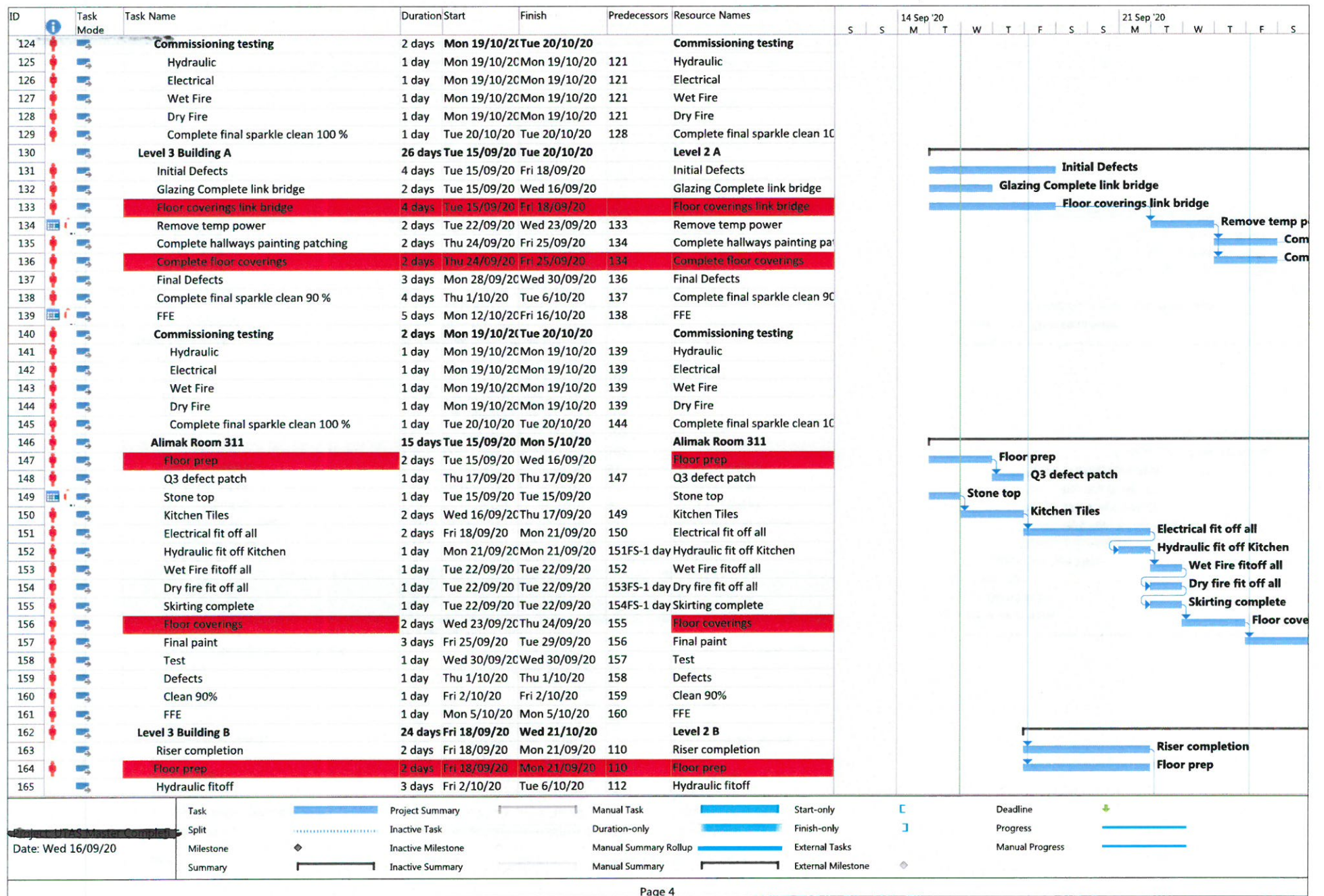


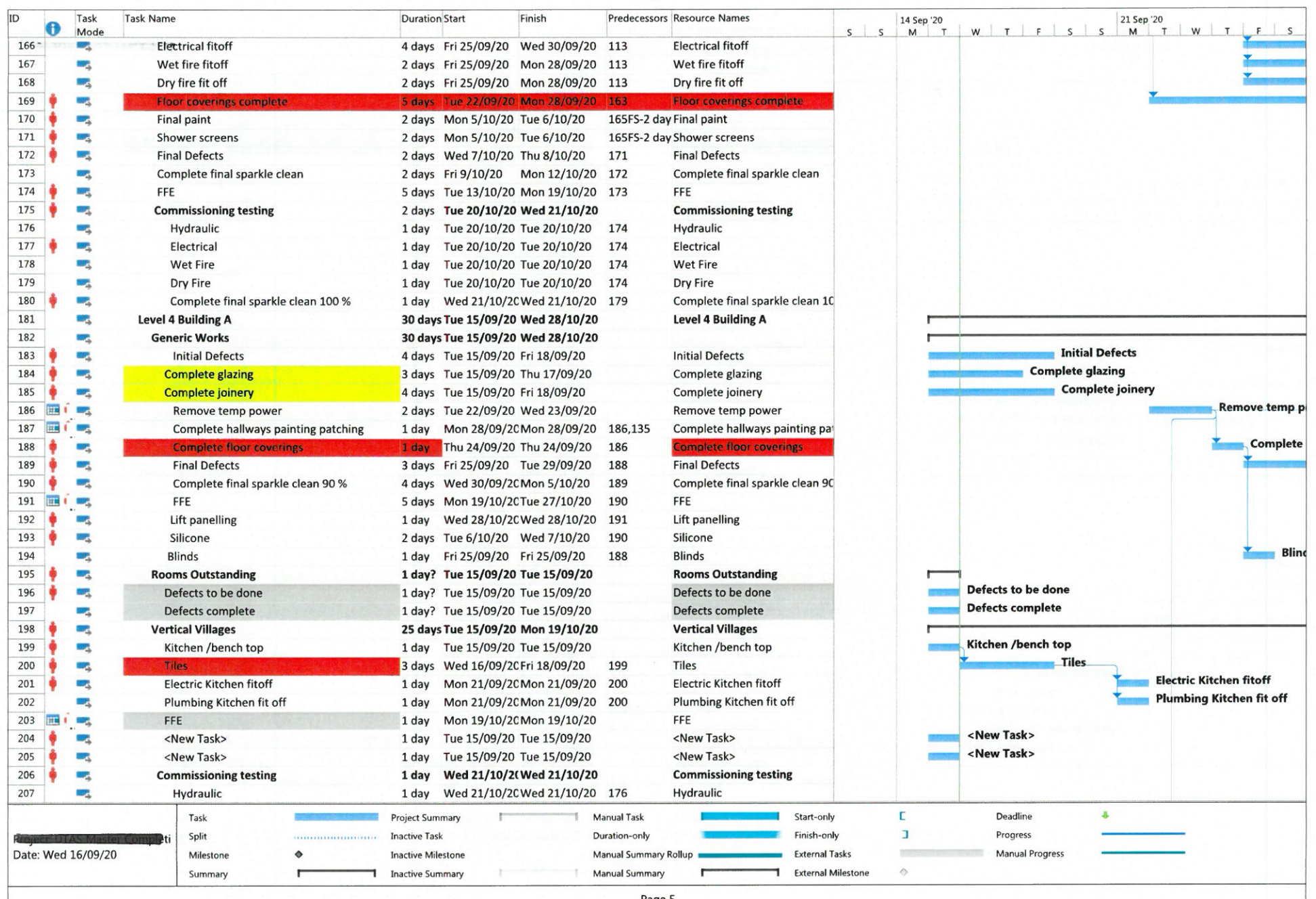
	Electrical / Comms / Security
	Hydraulic
	Mechanical
	Dry Fire
	Wet Fire



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
43		Complete final sparkle clean 90 %	4 days	Thu 1/10/20	Tue 6/10/20	42	Complete final sparkle clean 90 %															
44		FFE	5 days	Mon 12/10/20	Fri 16/10/20	43	FFE															
45		Lift panelling	1 day	Mon 19/10/20	Mon 19/10/20	44	Lift panelling															
46		Silicone	2 days	Wed 7/10/20	Thu 8/10/20	43	Silicone															
47		Commissioning testing	3 days	Mon 19/10/20	Wed 21/10/20		Commissioning testing															
48		Hydraulic	1 day	Mon 19/10/20	Mon 19/10/20	44	Hydraulic															
49		Electrical	2 days	Mon 19/10/20	Tue 20/10/20	44	Electrical															
50		Wet Fire	1 day	Mon 19/10/20	Mon 19/10/20	44	Wet Fire															
51		Dry Fire	1 day	Mon 19/10/20	Mon 19/10/20	44	Dry Fire															
52		Complete final sparkle clean 100 %	2 days	Tue 20/10/20	Wed 21/10/20	51	Complete final sparkle clean 100 %															
53		Level 1 Building B	24 days	Tue 15/09/20	Fri 16/10/20																	
54		Riser completion	3 days	Tue 15/09/20	Thu 17/09/20		Riser completion															
55		Hydraulic fitoff	5 days	Wed 23/09/20	Tue 29/09/20	54	Hydraulic fitoff															
56		Electrical fitoff	4 days	Tue 15/09/20	Fri 18/09/20		Electrical fitoff															
57		Wet fire fitoff	2 days	Mon 21/09/20	Tue 22/09/20	56	Wet fire fitoff															
58		Dry fire fit off	2 days	Wed 23/09/20	Thu 24/09/20	57	Dry fire fit off															
59		Floor coverings complete	5 days	Fri 18/09/20	Thu 24/09/20	54	Floor coverings complete															
60		Final paint	5 days	Wed 30/09/20	Tue 6/10/20	55	Final paint															
61		Shower screens	2 days	Wed 30/09/20	Thu 1/10/20	55	Shower screens															
62		Complete glazing	1 day	Wed 30/09/20	Wed 30/09/20	55	Complete glazing															
63		Complete joinery	1 day	Wed 30/09/20	Wed 30/09/20	55	Complete joinery															
64		Final Defects	2 days	Wed 7/10/20	Thu 8/10/20	60	Final Defects															
65		Complete final sparkle clean 90%	2 days	Fri 9/10/20	Mon 12/10/20	64	Complete final sparkle clean 90%															
66		FFE	2 days	Tue 13/10/20	Wed 14/10/20	65	FFE															
67		Lift panelling	1 day?	Thu 15/10/20	Thu 15/10/20	66	Lift panelling															
68		Silicone	2 days	Tue 13/10/20	Wed 14/10/20	65	Silicone															
69		Commissioning testing	2 days	Thu 15/10/20	Fri 16/10/20		Commissioning testing															
70		Hydraulic	1 day	Thu 15/10/20	Thu 15/10/20	66	Hydraulic															
71		Electrical	1 day	Thu 15/10/20	Thu 15/10/20	66	Electrical															
72		Wet Fire	1 day	Thu 15/10/20	Thu 15/10/20	66	Wet Fire															
73		Dry Fire	1 day	Thu 15/10/20	Thu 15/10/20	66	Dry Fire															
74		Complete final sparkle clean 100 %	1 day	Fri 16/10/20	Fri 16/10/20	73	Complete final sparkle clean 100 %															
75		Level 2 Building A	26 days	Tue 15/09/20	Tue 20/10/20																	
76		Initial Defects	1 day	Tue 15/09/20	Tue 15/09/20		Initial Defects															
77		Glazing Complete link bridge	1 day	Tue 15/09/20	Tue 15/09/20	76FS-1 day	Glazing Complete link bridge															
78		Floor coverings link bridge	4 days	Tue 15/09/20	Fri 18/09/20		Floor coverings link bridge															
79		Remove temp power	2 days	Tue 22/09/20	Wed 23/09/20	78	Remove temp power															
80		Complete hallways painting patching	2 days	Thu 24/09/20	Fri 25/09/20	79	Complete hallways painting patching															
81		Complete floor coverings	2 days	Thu 24/09/20	Fri 25/09/20	79	Complete floor coverings															







ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	S	S	14 Sep '20	M	T	W	T	F	S	S	21 Sep '20	M	T	W	T	F	S
208		Electrical	1 day	Wed 21/10/20	Wed 21/10/20	176	Electrical																	
209		Wet fire	1 day	Wed 21/10/20	Wed 21/10/20	176	Wet Fire																	
210		Dry Fire	1 day	Wed 21/10/20	Wed 21/10/20	176	Dry Fire																	
211		Complete final sparkle clean 100 %	1 day	Wed 21/10/20	Wed 21/10/20	176	Complete final sparkle clean 100 %																	
212		Alimak Room 411/412	15 days	Tue 15/09/20	Mon 5/10/20		Alimak Room 411																	
213		Floor prep	2 days	Tue 15/09/20	Wed 16/09/20		Floor prep																	
214		Q3 defect patch	1 day	Thu 17/09/20	Thu 17/09/20	213	Q3 defect patch																	
215		Stone top	1 day	Wed 16/09/20	Wed 16/09/20	214FS-2 day	Stone top																	
216		Tiles	1 day	Thu 17/09/20	Thu 17/09/20	215	Tiles																	
217		Electrical fit off all	2 days	Fri 18/09/20	Mon 21/09/20	216	Electrical fit off all																	
218		Hydraulic fit off Kitchen	1 day	Mon 21/09/20	Mon 21/09/20	217FS-1 day	Hydraulic fit off Kitchen																	
219		Wet Fire fit off all	1 day	Tue 22/09/20	Tue 22/09/20	218	Wet Fire fit off all																	
220		Dry fire fit off all	1 day	Tue 22/09/20	Tue 22/09/20	219FS-1 day	Dry fire fit off all																	
221		Skirting complete	1 day	Tue 22/09/20	Tue 22/09/20	220FS-1 day	Skirting complete																	
222		Floor coverings	2 days	Wed 23/09/20	Thu 24/09/20	221	Floor coverings																	
223		Final paint	3 days	Fri 25/09/20	Tue 29/09/20	222	Final paint																	
224		Test	1 day?	Wed 30/09/20	Wed 30/09/20	223	Test																	
225		Defects	1 day	Thu 1/10/20	Thu 1/10/20	224	Defects																	
226		Clean 90%	1 day	Fri 2/10/20	Fri 2/10/20	225	Clean 90%																	
227		FFE	1 day	Mon 5/10/20	Mon 5/10/20	226	FFE																	
228		Level 5 Building A	30 days	Tue 15/09/20	Wed 28/10/20		Level 5 Building A																	
229		Generic Works	30 days	Tue 15/09/20	Wed 28/10/20																			
230		Initial Defects	4 days	Tue 15/09/20	Fri 18/09/20		Initial Defects																	
231		Complete glazing	5 days	Tue 15/09/20	Mon 21/09/20		Complete glazing																	
232		Complete joinery	5 days	Tue 15/09/20	Mon 21/09/20		Complete joinery																	
233		Remove temp power	1 day	Wed 23/09/20	Wed 23/09/20	186FS-1 day	Remove temp power																	
234		Complete hallways painting patching	1 day	Tue 29/09/20	Tue 29/09/20	233,187	Complete hallways painting patching																	
235		Complete floor coverings	1 day	Thu 24/09/20	Thu 24/09/20	233	Complete floor coverings																	
236		Final Defects	3 days	Wed 30/09/20	Fri 2/10/20	235,234	Final Defects																	
237		Complete final sparkle clean 90 %	4 days	Mon 5/10/20	Thu 8/10/20	236	Complete final sparkle clean 90 %																	
238		FFE	5 days	Mon 19/10/20	Tue 27/10/20	237	FFE																	
239		Lift panelling	1 day	Wed 28/10/20	Wed 28/10/20	238	Lift panelling																	
240		Silicone	1 day	Fri 9/10/20	Fri 9/10/20	237	Silicone																	
241		Blinds	1 day?	Mon 5/10/20	Mon 5/10/20	236	Blinds																	
242		Rooms Outstanding	10 days	Tue 15/09/20	Mon 28/09/20		Rooms Outstanding																	
243		Defects to be done	5 days	Tue 15/09/20	Mon 21/09/20		Defects to be done																	
244		Defects complete	5 days	Tue 22/09/20	Mon 28/09/20	243	Defects complete																	
245		Vertical Villages	1 day?	Tue 15/09/20	Tue 15/09/20																			
246		Final Paint	1 day?	Tue 15/09/20	Tue 15/09/20		Final paint																	
247		Joinery capping	1 day?	Tue 15/09/20	Tue 15/09/20																			
248		<New Task>	1 day?	Tue 15/09/20	Tue 15/09/20																			
249		<New Task>	1 day?	Tue 15/09/20	Tue 15/09/20																			

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

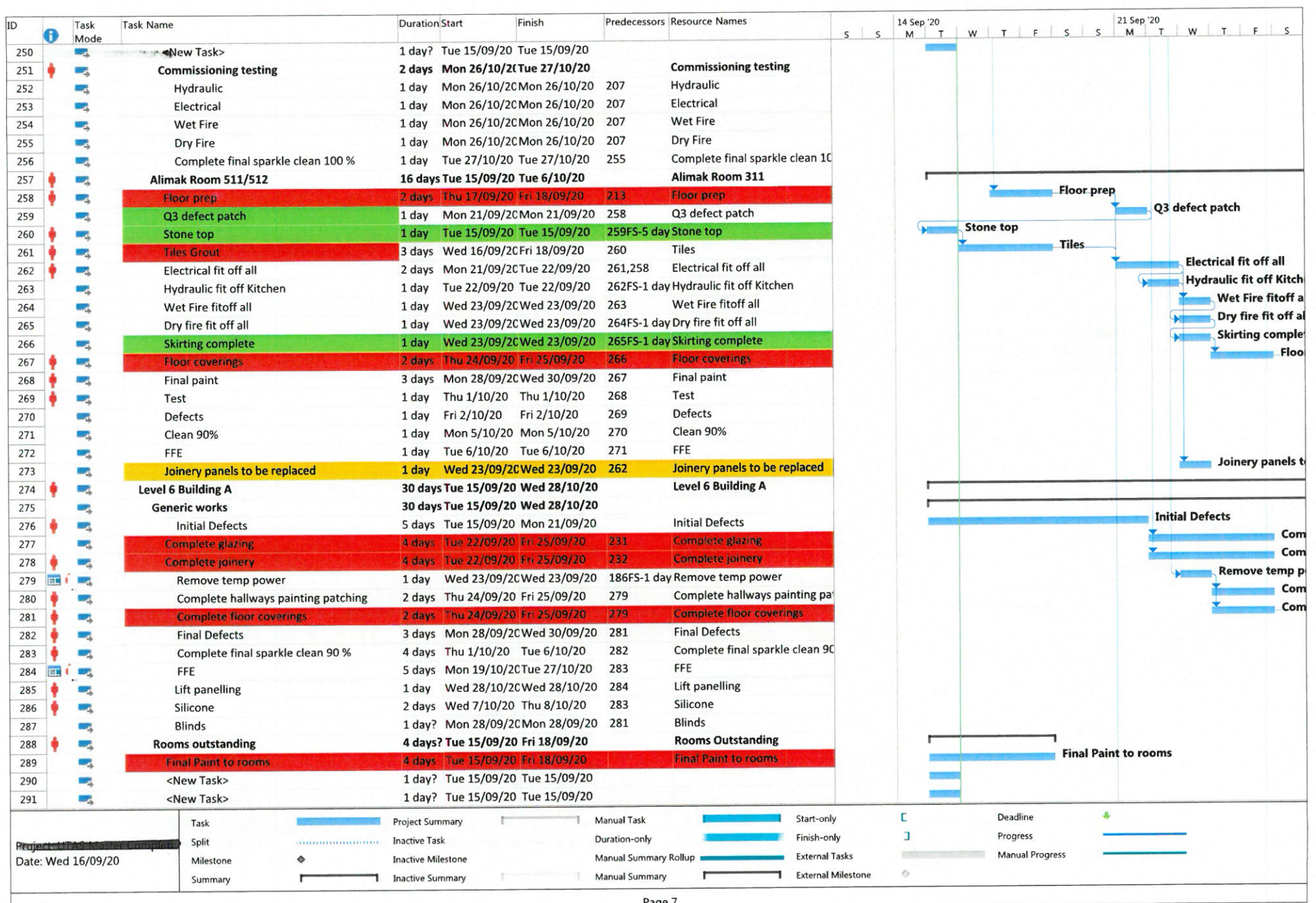
External Milestone

Deadline

Progress

Manual Progress

Page 6



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	S	S	14 Sep '20	M	T	W	T	F	S	S	21 Sep '20	M	T	W	T	F	S
292		Vertical Villages	25 days	Tue 15/09/20	Mon 19/10/20		Vertical Villages																	
293		Floor coverings	1 day	Tue 15/09/20	Tue 15/09/20		Floor coverings																	
294		Final Paint	4 days	Tue 29/09/20	Fri 2/10/20		Final paint																	
295		FFE	1 day?	Mon 19/10/20	Mon 19/10/20	283	FFE																	
296		Commissioning testing	2 days	Tue 27/10/20	Wed 28/10/20		Commissioning testing																	
297		Hydraulic	1 day	Tue 27/10/20	Tue 27/10/20	252	Hydraulic																	
298		Electrical	1 day	Tue 27/10/20	Tue 27/10/20	252	Electrical																	
299		Wet Fire	1 day	Tue 27/10/20	Tue 27/10/20	252	Wet Fire																	
300		Dry Fire	1 day	Tue 27/10/20	Tue 27/10/20	252	Dry Fire																	
301		Complete final sparkle clean 100 %	1 day	Wed 28/10/20	Wed 28/10/20	300	Complete final sparkle clean 100 %																	
302		Alimak Room 611	28 days	Wed 16/09/20	Tue 27/10/20		Alimak Room 611																	
303		Floor prep	2 days	Mon 21/09/20	Tue 22/09/20	258	Floor prep																	
304		Q3 defect patch	1 day	Wed 23/09/20	Wed 23/09/20	303	Q3 defect patch																	
305		Stone top	1 day	Wed 16/09/20	Wed 16/09/20	304FS-6 day	Stone top																	
306		Tiles	2 days	Thu 17/09/20	Fri 18/09/20	305	Tiles																	
307		Electrical fit off all	2 days	Mon 21/09/20	Tue 22/09/20	306	Electrical fit off all																	
308		Hydraulic fit off Kitchen	1 day	Wed 23/09/20	Wed 23/09/20	307	Hydraulic fit off Kitchen																	
309		Wet Fire fit off all	1 day	Thu 24/09/20	Thu 24/09/20	308	Wet Fire fit off all																	
310		Dry fire fit off all	1 day	Fri 25/09/20	Fri 25/09/20	309	Dry fire fit off all																	
311		Skirting complete	1 day	Mon 28/09/20	Mon 28/09/20	310	Skirting complete																	
312		Floor coverings	2 days	Tue 29/09/20	Wed 30/09/20	311	Floor coverings																	
313		Final paint	3 days	Thu 1/10/20	Mon 5/10/20	312	Final paint																	
314		Test	1 day	Tue 6/10/20	Tue 6/10/20	313	Test																	
315		Defects	1 day	Wed 7/10/20	Wed 7/10/20	314	Defects																	
316		Clean 90%	1 day	Thu 8/10/20	Thu 8/10/20	315	Clean 90%																	
317		FFE	5 days	Mon 19/10/20	Tue 27/10/20	316	FFE																	
318		Level 7 Building A	33 days	Tue 15/09/20	Mon 2/11/20		Level 6 Building A																	
319		Generic Works	33 days	Tue 15/09/20	Mon 2/11/20		Generic Works																	
320		Initial Defects	4 days	Tue 15/09/20	Fri 18/09/20		Initial Defects																	
321		Complete glazing	1 day	Mon 21/09/20	Mon 21/09/20	320	Complete glazing																	
322		Complete joinery	1 day	Tue 22/09/20	Tue 22/09/20	321	Complete joinery																	
323		Remove temp power	2 days	Wed 23/09/20	Thu 24/09/20	322	Remove temp power																	
324		Complete hallways painting patching	2 days	Fri 25/09/20	Mon 28/09/20	323	Complete hallways painting patching																	
325		Complete floor coverings	2 days	Tue 29/09/20	Wed 30/09/20	324	Complete floor coverings																	
326		Final Defects	3 days	Thu 1/10/20	Mon 5/10/20	325	Final Defects																	
327		Complete final sparkle clean 90 %	4 days	Tue 6/10/20	Fri 9/10/20	326	Complete final sparkle clean 90 %																	
328		FFE	5 days	Mon 26/10/20	Fri 30/10/20	316	FFE																	
329		Lift panelling	1 day	Mon 2/11/20	Mon 2/11/20	328	Lift panelling																	
330		Silicone	2 days	Mon 12/10/20	Tue 13/10/20	327	Silicone																	
331		Rooms Outstanding	9 days?	Tue 15/09/20	Fri 25/09/20		Rooms Outstanding																	
332		Final Paint to Rooms	5 days	Mon 21/09/20	Fri 25/09/20		Final Paint to rooms																	
333		<New Task>	1 day?	Tue 15/09/20	Tue 15/09/20																			

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

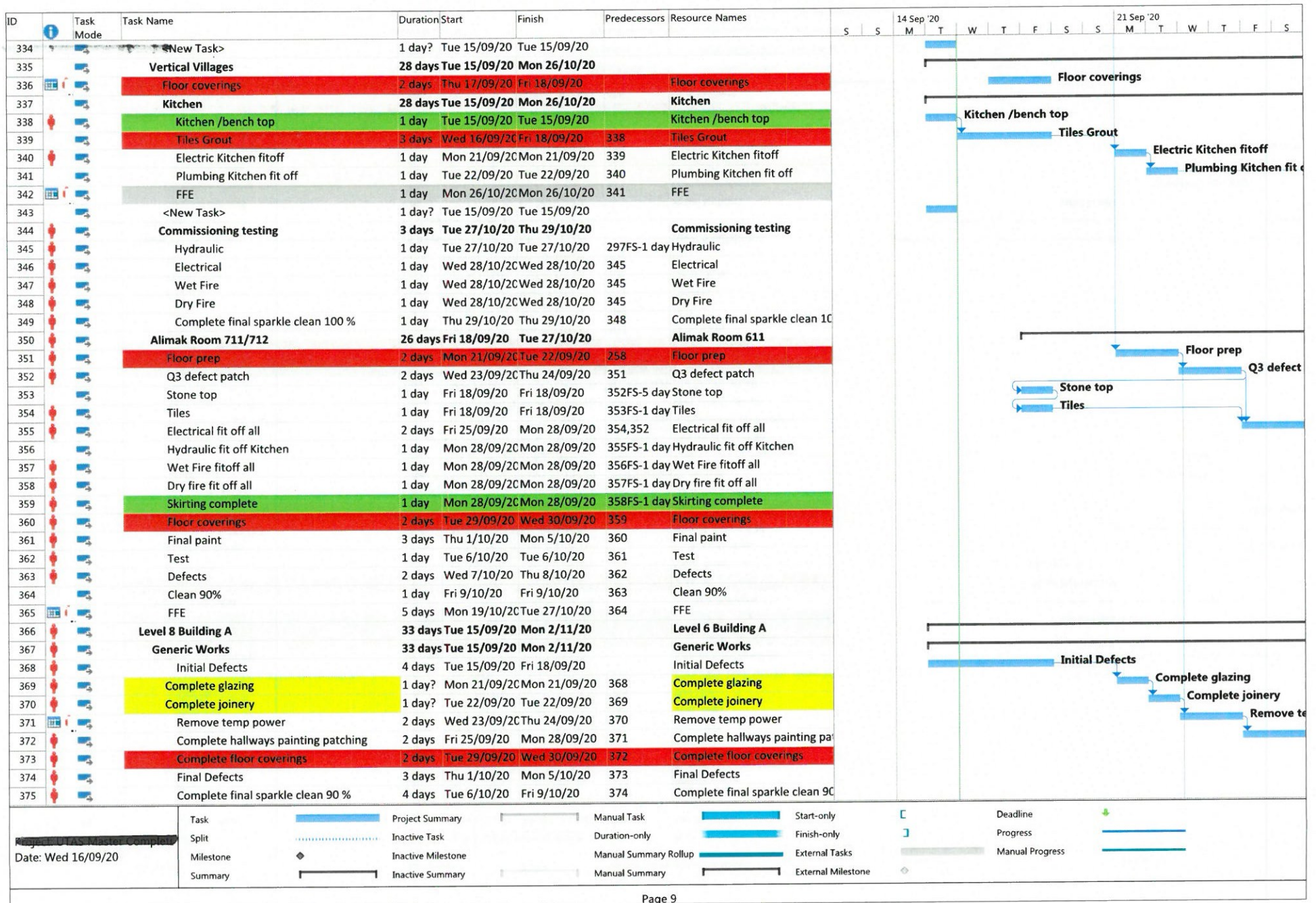
Deadline

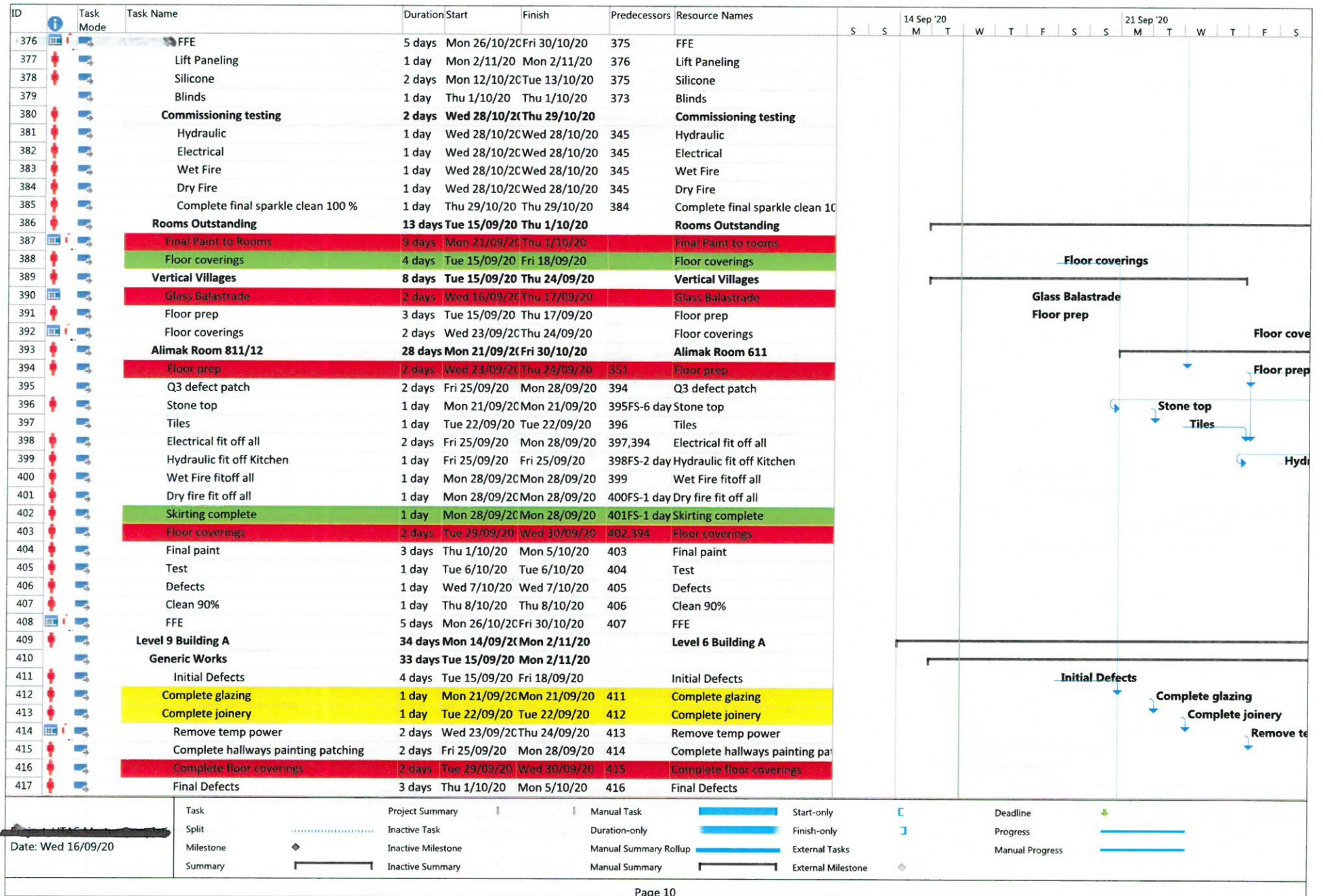
Progress

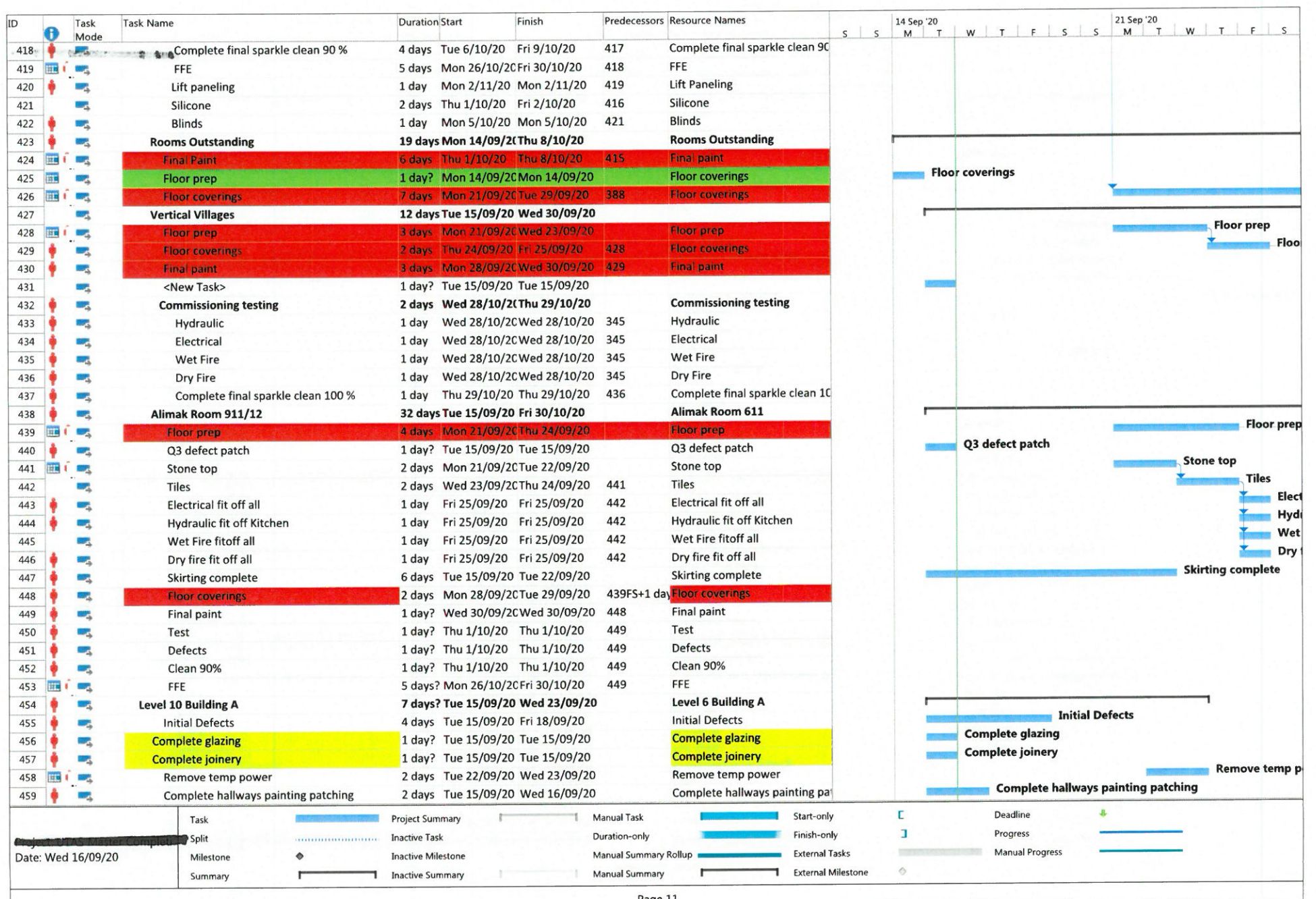
Manual Progress

Date: Wed 16/09/20

Page 8







ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	14 Sep '20							21 Sep '20							
								S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
460		Complete floor coverings	2 days	Tue 15/09/20	Wed 16/09/20		Complete floor coverings															
461		Final Defects	3 days	Tue 15/09/20	Thu 17/09/20		Final Defects															
462		Complete final sparkle clean 90 %	4 days	Tue 15/09/20	Fri 18/09/20		Complete final sparkle clean 90 %															
463		FFE	5 days	Tue 15/09/20	Mon 21/09/20		FFE															
464		Commissioning testing	1 day	Tue 15/09/20	Tue 15/09/20		Commissioning testing															
465		Hydraulic	1 day	Tue 15/09/20	Tue 15/09/20		Hydraulic															
466		Electrical	1 day	Tue 15/09/20	Tue 15/09/20		Electrical															
467		Wet Fire	1 day	Tue 15/09/20	Tue 15/09/20		Wet Fire															
468		Dry Fire	1 day	Tue 15/09/20	Tue 15/09/20		Dry Fire															
469		Complete final sparkle clean 100 %	1 day	Tue 15/09/20	Tue 15/09/20		Complete final sparkle clean 100 %															
470		Alimak Room 1011	5 days?	Tue 15/09/20	Mon 21/09/20		Alimak Room 611															
471		Floor prep	1 day?	Tue 15/09/20	Tue 15/09/20		Floor prep															
472		Q3 defect patch	1 day?	Tue 15/09/20	Tue 15/09/20		Q3 defect patch															
473		Stone top	1 day?	Tue 15/09/20	Tue 15/09/20		Stone top															
474		Tiles	1 day?	Tue 15/09/20	Tue 15/09/20		Tiles															
475		Electrical fit off all	1 day?	Tue 15/09/20	Tue 15/09/20		Electrical fit off all															
476		Hydraulic fit off Kitchen	1 day?	Tue 15/09/20	Tue 15/09/20		Hydraulic fit off Kitchen															
477		Wet Fire fitoff all	1 day?	Tue 15/09/20	Tue 15/09/20		Wet Fire fitoff all															
478		Dry fire fit off all	1 day?	Tue 15/09/20	Tue 15/09/20		Dry fire fit off all															
479		Skirting complete	1 day?	Tue 15/09/20	Tue 15/09/20		Skirting complete															
480		Floor coverings	1 day?	Tue 15/09/20	Tue 15/09/20		Floor coverings															
481		Final paint	1 day?	Tue 15/09/20	Tue 15/09/20		Final paint															
482		Test	1 day?	Tue 15/09/20	Tue 15/09/20		Test															
483		Defects	1 day?	Tue 15/09/20	Tue 15/09/20		Defects															
484		Clean 90%	1 day?	Tue 15/09/20	Tue 15/09/20		Clean 90%															
485		FFE	5 days?	Tue 15/09/20	Mon 21/09/20		FFE															
486		Level 11 Building A	7 days?	Tue 15/09/20	Wed 23/09/20		Level 6 Building A															
487		Initial Defects	4 days	Tue 15/09/20	Fri 18/09/20		Initial Defects															
488		Complete glazing	1 day?	Tue 15/09/20	Tue 15/09/20		<New Task>															
489		Complete joinery	1 day?	Tue 15/09/20	Tue 15/09/20		<New Task>															
490		Remove temp power	2 days	Tue 22/09/20	Wed 23/09/20		Remove temp power															
491		Complete hallways painting patching	2 days	Tue 15/09/20	Wed 16/09/20		Complete hallways painting patching															
492		Complete floor coverings	2 days	Tue 15/09/20	Wed 16/09/20		Complete floor coverings															
493		Final Defects	3 days	Tue 15/09/20	Thu 17/09/20		Final Defects															
494		Complete final sparkle clean 90 %	4 days	Tue 15/09/20	Fri 18/09/20		Complete final sparkle clean 90 %															
495		FFE	5 days	Tue 15/09/20	Mon 21/09/20		FFE															
496		Commissioning testing	1 day	Tue 15/09/20	Tue 15/09/20		Commissioning testing															
497		Hydraulic	1 day	Tue 15/09/20	Tue 15/09/20		Hydraulic															
498		Electrical	1 day	Tue 15/09/20	Tue 15/09/20		Electrical															
499		Wet Fire	1 day	Tue 15/09/20	Tue 15/09/20		Wet Fire															
500		Dry Fire	1 day	Tue 15/09/20	Tue 15/09/20		Dry Fire															
501		Complete final sparkle clean 100 %	1 day	Tue 15/09/20	Tue 15/09/20		Complete final sparkle clean 100 %															

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

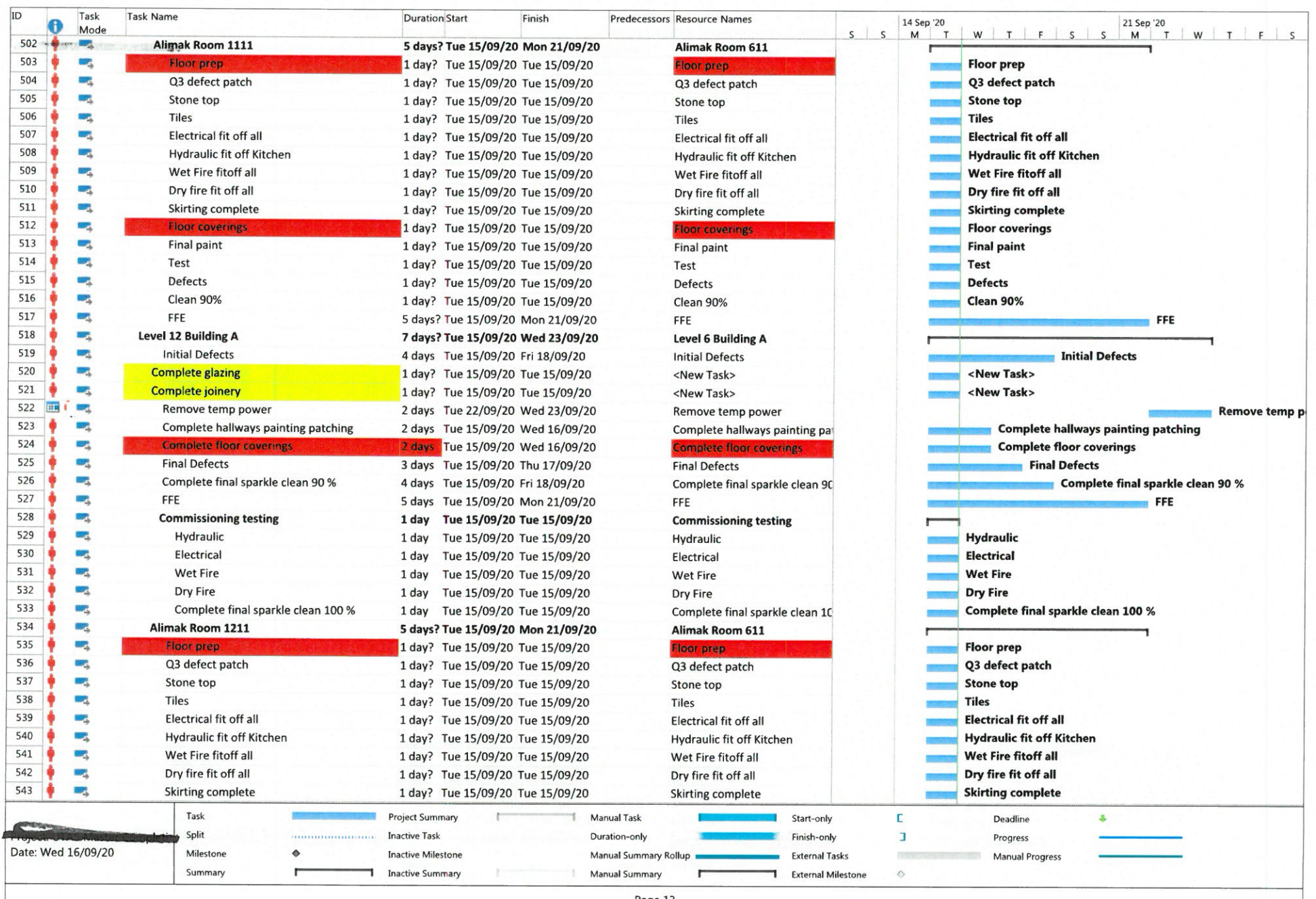
External Milestone

Deadline

Progress

Manual Progress

Page 12



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	14 Sep '20	21 Sep '20
								S	S
544		Floor coverings	1 day?	Tue 15/09/20	Tue 15/09/20		Floor coverings		
545		Final paint	1 day?	Tue 15/09/20	Tue 15/09/20		Final paint		
546		Test	1 day?	Tue 15/09/20	Tue 15/09/20		Test		
547		Defects	1 day?	Tue 15/09/20	Tue 15/09/20		Defects		
548		Clean 90%	1 day?	Tue 15/09/20	Tue 15/09/20		Clean 90%		
549		FFE	5 days?	Tue 15/09/20	Mon 21/09/20		FFE		

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

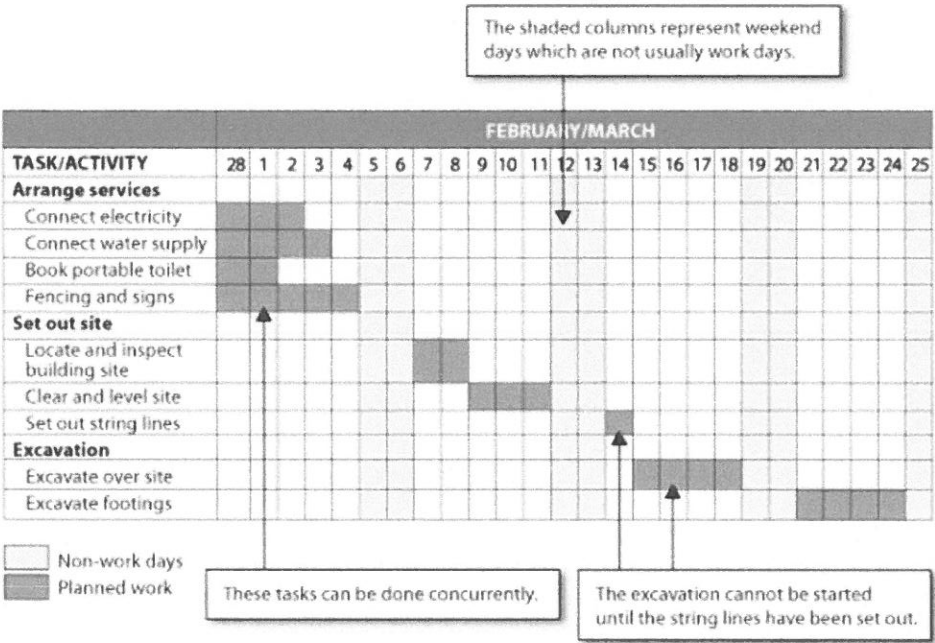
Progress

Manual Progress

Date: Wed 16/09/20

Page 14

Sample Gantt chart for a residential construction project



Let me know if this is something you are interested in using for this project, I can organise a subscription to Microsoft projects and a training session.

The ‘critical path’ in the project schedule is good to note –it’s defined as the shortest completion time possible to complete a job. It sets out the build and its stages, details and records the build timelines, shows when subcontractors are due on site and for how long, supply chain of materials etc. Depending on the path you take will depend on how much float is in the job and delays in your critical path can cause an increase in time and money. It’s a daily exercise to manage the project critical path as it’s a living document for the entire life of the project.

When needing to give updates to the client regarding start and finish dates refer to the project schedule. It will give you a clear idea if the tasks are ahead of behind and the impacts it will have – such as delays.

Thanks Tess

Required Resources

To: tess@bluestar.com.au
Subject: Residential – 7 Cassim Place, Redland Bay
From: dion@bluestar.com.au

Hi Tess,

Can you please let me know what kinds temporary site accommodations the builders have organised and the delivery dates?

Thanks Dion,

To: dion@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: tess@bluestar.com.au

Hi Dion,

Temp power supply– up and running mid next week

Water supply – getting installed late next week

Toilets/sinks/drinking water – delivery set for tomorrow

Crib for breaks/offices – delivery set for early next week

Temporary fencing is going up today 23/09/2020

2 x waste bins are already there

Seepage barriers are on site if needed

Traffic control is organised for the first date on works.

I'll send you an update on documenting plant requirements and availability dates and on-site labour requirements.

Thanks,

To: dion@bluestar.com.au
Subject: Commercial – Prince William Aged Care
From: tess@bluestar.com.au

Hi Dion,

When organising this projects plant hire, I'm going to referring back to the project management documents such the project schedule to establish dates they are required on site. Can you please ensure this is updated daily so everything is correct? If you organise material supply's, I'll look after the plant hire schedule for you.

This is the same deal with on-site labour requirements. Please ensure you also read through the site files and refer the ETU working calendar to determine the type of labour required for the project. Referring to the project schedule we will be able to determine exactly when subcontractors will need to be on site. I can contact the subcontractor before they are needed to confirm.

The following methods may be used to let orders of contracts for labour – a purchase order is provided, a letter of request is provided confirming the quote, a sub-contract agreement is signed, or a quote is signed.

I think it would be a great idea to use the Ganett Chart for all your projects its clear and organised and basically does the scheduling for you.

Condition Reports

To: dion@bluestar.com.au

Subject: Commercial – Prince William Aged Care

From: tess@bluestar.com.au

Hi Dion,

It might be worth getting a report done on the street and neighbouring blocks. There are existing structures on this street and there could be a dispute during construction. It's important for us also to take photos of any existing features or structures to support us (which include – fence lines, trees, swimming pools, and dwellings)

Once you have looked over the site investigation report I will forward the report to the builders, so they have a copy. The builders then can decide if they want the owners of the other houses in the street to have a copy of the report. This way all parties will be aware of the site status before work commences and can easily identify any damages in the process.

Thanks Tess,
