

Residential Client Contract

This is a lump sum level 2 regulated contract to be used for renovation, alteration or extension works for a detached dwelling (including a duplex) where the Contract Price is \$20,000.00 or more (GST inclusive). It is a construct only contract.

Date: 14/01/2023

Owner (and site details)

Client Details

Big Boss

Managing Director

ABC RES COMPANY

1 STREET, ABC LAND, QLD

Australia

Phone: 0123456

Project: 123 ABC RESIDENTIAL STREET, QLD

Is the Owner a Resident Owner? Yes _____ No x_____

Contractor

Contractor details

Company Name: Knights CBI

ABN-12345678910

Directors – xyz

Project manager – Noreen Abu-Obeid

Estimator/Contract administrator – Noreen Abu-Obeid

Postal Address: Knights CBI, 123 Mystreet, Myland, QLD

Telephone 1234567

Contract Price (GST inclusive)

(a) Building works component

\$100830

(GST inclusive)

(b) Total allowances for Prime Cost Items

\$0

(GST inclusive)

(c) Total allowances for Provisional Sum Items

\$48880

(GST inclusive)

(d) QBCC Home Warranty Insurance Premium

\$14971

Contract Price ((a) + (b) + (c) + (d))

\$164681

(GST inclusive)

The builder cannot demand or receive any of the contract price (including the deposit) until warranty insurance is in force and the owner is provided with a certificate of insurance.

Deposit

Deposit (percentage of Contract Price) (GST inclusive)	10%	\$16468.10
Deposit amount		\$16468.10

Scope of Works

Description of Scope of Works

Scope of works – Residential Build – Kitchen, Pantry and Laundry to design and execute the job. This home kitchen remodelling will begin with a planning and design phase that will ensure all requirements and preferences for the customers, demolition, and construction are met, while being cost-efficient. Includes preliminaries, demolition, plumbing, electrical, carpentry, tiling, window and door installation and removal of debris and site clean-up

Moreover, all materials will be cleared from site on completion of the project, leaving site clean and tidy as we found it.

Any additional jobs will be negotiated and agreed by both parties.

Preliminaries

Home warranty fees

Contract fees

Site Works – Foundations & Connections

Slabs to be chased to allow for new plumbing

Plumbing and Electricity cap off and reconnections

Plumbing and Electricity dis-connections to existing serviceable connection points and connections

Water dis-connection and connections from pre-tapped water main

Duct work for bench mount exhaust to run through back of drawers and wall to external wall and motor

Energy Efficiency

6 Star Rated as per government regulations

Energy efficient LED lights to dwelling, fluorescent lights

Power requirements for living area to be determined by client

Cooktop downdraft ventilation system

Windows and Doors

New fixed glass window to existing opening

Enclose wall above and below to match existing

Window tint to be discussed with client

New doors to match switch opening with screens

New doors to match triple slider with screens

New Laundry door location cavity slider to match existing

Tambour door in kitchen

New Laundry window to suit existing opening width over dishwasher

Requirements as per specification list below

Kitchen

Demolish existing kitchen and make good

Laminate finish cupboards with manufactured stone bench tops in the standard

Builders range, including waterfall ends
New stud plasterboard wall to be build
Finger pull cupboards
Overhead cupboards with push catch doors
Drawers with integrated tip-on function
Stainless steel kickplate
Coffee nook
Bottom drawer with dividers for baking tray storage
Pull out drawer for bin, top mount 2x35L bucket
Single bowl undermount sink
Secondary drawer with dividers – potential – tbc
Requirements as per specification list below

Pantry

Finger pull cupboards
Double bowl undermount sink
Base mount bin 2x20L bucket
Free standing dishwasher
Pantry with adjustable shelves
Pantry with pull out internal drawers
Requirements as per specification list below

Laundry

Finger pull cupboards
Pull out shelves for washing basket flat top with undermount runners
Plumbing connection to washing machine drain hose
Plumbing connections through cupboard below laundry chute
Laundry chute
Requirements as per specification list below

Flooring and Tiling

New timber look tile flooring to be selected by client
Ceramic tile or colour back glass splashback
Kitchen – timber look tiles to match floors and will be selected by client
Laundry - ceramic tile or colour back glass splashback
Requirements as per specification list below

Electrical

Single phase underground power connection from existing supply point.
Recessed led strip light under overhead cupboards
Led light strip under island bench
Cooktop isolation switch
Requirements as per specification list below

Plumbing

Water connection for fridge in overhead cupboard
Plumbing connection to washing machine drain hose
Plumbing connections through cupboard below laundry chute
Requirements as per specification list below

Land

123 ABC RESIDENTIAL STREET, QLD

Documents

Drawings supplied by Contractor _____ Owner x
Specifications supplied by Contractor x Owner _____

HEADER/FOOTER LOGOS ETC REMOVED FOR CONFIDENTIALITY PURPOSES AS THIS IS USED FOR COURSE PURPOSES ONLY – STRICTLY CONFIDENTIAL

Foundations Data supplied by Contractor _____ Owner ☒

Contractor representative

Company Name: Knights CBI

Project manager – Noreen Abu-Obeid

Estimator/Contract administrator – Noreen Abu-Obeid

Postal Address: Knights CBI, 123 Mystreet, Myland, QLD

Telephone 1234567

Contractor's Margin

10%

*Date for Commencement *see amendments made 14/1/2023 attached below*

05/03/2023

Construction Allowance period

Bad weather – 5 days

Non-working days – 2 days

*Date for Practical Completion *see amendments made 14/1/2023 attached below*

05/05/2023

Finance

Is the Owner seeking finance for the Contract? Yes _____ No ☒

Building Approval

Party responsible for obtaining building approval

Contractor _____ Owner ☒

Site Access to the Site

Party responsible for Site access

Contractor _____ Owner ☒

Date for providing free and uninterrupted occupation of the Site: 5/3/2023

Delay Costs

Delay Costs rate (per Day)

\$450

Liquidated Damages

Liquidated Damages rate (per Day)

\$50

Payments

Monthly payments of \$13723.40 within 5 business days of receipt of invoice. Note the first payment will be less 10% initial deposit amount.

An interest rate of 4% per annum, calculated on a daily basis, will apply for delay in payment

Fixtures and Fittings

All fittings and fixtures are included in the Contract Price

Drawings, Specifications and Other Documents

Attachment included: Yes ___x___ No_____

Specifications

SPECIFICATIONS

FINISHES

2P01	SATIN 2Pac MDF DULUX ROTTNEST ISLAND SW1B6
CT01	SPLASHBACK - SNOW BRILLO TILE SC19 A7615, AMBER TILES OR COLOUR BACK GLASS TO MATCH CABINETS.
ST01	STONE TOP - CAESARSTONE 6131 BIANCO DRIFT
ST02	STONE TOP - CAESARSTONE 4600 ORGANIC WHITE
BS01	BRUSHED STAINLESS STEEL LAMINATE
T01	TBA TO MATCH FLOORS - CLIENT TO SELECT

APPLIANCES

FRIDGE	CLIENT TO SUPPLY
OVEN	CLIENT TO SUPPLY
MICROWAVE / OVEN	CLIENT TO SUPPLY
COOKTOP	CLIENT TO SUPPLY
DISHWASHER	CLIENT TO SUPPLY
DRYER	CLIENT TO SUPPLY
WASHING MACHINE	CLIENT TO SUPPLY

CABINETRY

TYPE 1	BLUM TANDEMBOX ANTARO DRAWER M - DQC2QM
TYPE 2	BLUM TANDEMBOX ANTARO H. FRONTED PULL-OUT C - DQC5JY
TYPE 3	BLUM TANDEMBOX ANTARO H. FRONTED PULL-OUT D - DQC69A
TYPE 4	BLUM TANDEMBOX ANTARO INNER PULL-OUT C - DQCAHA
TYPE 5	BLUM TANDEMBOX ANTARO INNER PULL-OUT D - DQCB6M
BIN KIT.	TOP MOUNTED CR235D HIDEAWAY BIN, 2x35L
BIN PAN.	BASE MOUNTED KCF220SCH HIDEAWAY BIN, 2x20L
HANDLE	URBANE CASTELLA 192mmCTC
	WHERE POSSIBLE DRAWERS AND DOORS TO BE HANDLESS OR PLUM TIP-ON FUNCTION

PLUMBING

ISLAND & LAUNDRY - FRANKE ANCONA SINGLE BOWL UNDERMOUNT SINK – ANX 110-48

PANTRY - FRANKE ANCONA DOUBLE BOWL UNDERMOUNT SINK - ANX 120

ISLAND & PANTRY - MIZU DRIFT MK2 GOOSENECK SINK MIXER PULL-OUT

LAUNDRY - MIZU SOOTHE SQUARE GOOSENECK SINK MIXER

ELECTRICAL

D1	CONTRACTOR TO SELECT WITH CLIENT
P1	BEACON HERMAN 1 LIGHT PENDANT
LED	14 WATT LED TAPE + RECESS LED PROFILE

DOORS AND WINDOWS

D1	NEW TRIPLE SLIDER WITH SCREENS TO MATCH EXISTING PROFILE & COLOUR
D2	NEW SLIDER WITH REVERSED OPENING WITH SCREEN TO MATCH EXISTING PROFILE & COLOUR
D3	NEW CAVITY SLIDER TO MATCH EXISTING DOORS AND HARDWARE
W1	NEW FIXED GLASS WINDOW TO SUIT EXISTING OPENING WIDTH FRAME COLOUR TO MATCH EXISTING TINTING TO BE DISCUSSED WITH CLIENT

PRELIMINARIES

General conditions – all builders/tradespeople on site to be licenced appropriately

Site temporary works - Temporary works: Provide and maintain required barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting, watching and traffic flagging.

Site Accessways, services: Do not obstruct or damage roadways and footpaths, drains and watercourses and other existing services in use on or adjacent to the site. Determine the location of such services.

Site and Property: Do not interfere with or damage property which is to remain on or adjacent to the site, including adjoining property encroaching onto the site, and trees.

Decisions: Decisions will be made by the Contractor and Client signatories on this contract. All communication will be put in writing and must be agreeable by both parties, signed and dated. Refer to condition 8.

Conditions

GENERAL

The Conditions of Tendering have been prepared in accordance with the obligations of the Client contained in the Australian Standard 4120, Code of Tendering, which sets out the ethics and obligations of the Client and Tenderers in tendering in the construction industry.

Tenderers and Client shall comply with the requirements of this AS 4120. In particular attention is drawn to the obligations of Tenderers, in the preparation and submission of their tender for this project.

Without limiting the above obligations:-

- Tenderers shall not submit tenders without a firm intention to proceed.
- Tenderers must not engage in any form of collusive practice.
- Any Tenderer who directly or indirectly canvasses support from an elected or Council member will be disqualified.

It should be noted that in all contract documentation words importing a gender include every gender.

CONTRACTOR'S RESPONSIBILITY

It shall be the responsibility of the Contractor to ascertain all information relating to the services, the works and site conditions that may affect the progress or method of performing all services and works as specified within the scope of this contract and to prepare for every contingency that may arise. It is further understood that just

provision for these contingencies have been accounted for, implicitly or explicitly within the lump sum price submitted.

A sales brochure provided by a product supplier/manufacturer, and inserted into a supply contract, is not necessarily an adequate technical specification for the product.

CONDITIONS OF CONTRACT

1. Extent of work
2. Scope of Work to meet Building code of Australia and NCC
3. Finishing schedules
4. Locality of where the site of works
5. Tender Enquiries – where they should be referred to
6. Contractors establishment and office workshop facility, as applicable - The Contractor shall provide and maintain an established office workshop facility. The facility shall include the following:
 - An approved workshop with equipment and capabilities sufficient to carry out work as requested under the Contract.
 - An approved office space with sufficient personnel necessary to take, record or pass on any emergency message that may be received, provide day to day information with regard to prices availability and delivery. Be sufficiently qualified to process and forward invoices for work carried out.
 - The tenderer shall be suitably qualification to carry out the work as detailed in this Specification. The tenderer's sub-contractors and their sub-contractors must have a suitable qualification and license if required, to carry out the sub- contracted work.
 - The contractor shall employ Sufficient qualified personnel employed to carry out the work as detailed elsewhere in this Specification. Due to the nature and anticipated workload of this Contract, it is envisaged that the successful Contractor shall be operating a business which employs at the least, a staff of two (2) tradesmen working from a fully equipped workshop and vehicles.
 - Tenderers for the work covered by this Specification must be experienced in the type of work specified and shall be required to offer or demonstrate proof of this experience and capability before acceptance of Tender.
 - The Contractor shall provide all general and specialised equipment, tools and materials to carry out and test the Work. It shall be the responsibility of the Contractor to be fully equipped on each attendance call.
 - The Contractor is expected to locate his own source of supply of the materials required to carry out any work under this Contract and should make satisfactory arrangements for such to be available.
7. Carrying out works
 - All repairs, maintenance and new work shall be carried out by personnel having relative trade qualifications and experience.
 - It is the Contractors responsibility to ensure that all work performed under this Contract is adequately supervised by a qualified and experienced member of the Contractor's staff and to the approval of the Superintendent.
 - All work shall be completed in accordance with all the latest editions of relevant or listed Australian Standards (defined hereafter as Standards) and Codes of Practice and conforming to all requirements of the Building Code of Australia (BCA).
 - All materials, unless otherwise specified by the Superintendent, are to be new and of the highest quality and installed in accordance with the manufacturer's specifications and industry best practice.
 - The contractor shall clean the site to its original condition including reinstatements of all surfaces on completion of works.
8. Work Order Variations - Any variations from the contract documents will be managed in accordance with the contract provisions. All such variations must have prior approval and be authorised in writing by the concerned parties. WARNING The contract price may vary under this contract. The reasons for variations to the contract price include:

- planning and building approvals.
 - a survey being required.
 - a consultant being engaged to report on the site conditions.
 - an increase in a tax, charge or levy after this contract is signed.
 - variations to the building works
 - an adjustment for prime cost items and provisional sum items.
9. Outstanding Work - The Contractor shall submit to the Client a monthly written report detailing all uncompleted work, the progress made on each job and the expected completion date.
10. Invoice Particulars
- Invoices shall be submitted in accordance with the contract in the amount certified
 - All relevant sections of the form shall be completed and all scheduled and unscheduled items shall be shown separately, where applicable.
 - Invoices with any returned works order copies shall be submitted to the Client for approval for payment within thirty (30) days of completion of the work. Only invoices for completed work shall be submitted. Claims for part payment will not be accepted.
 - Should the Contractor fail to submit invoices with works order copies within the specified time, the extent and value of payment may be determined and paid by the Client
 - The Client reserves the right to inspect original invoices.
11. Program of work - Construction program: Show the following:
- Sequence of work.
 - Allowance for holidays.
 - Activity inter-relationships.
 - External dependencies including provision of access, document approvals and work by others.
 - Periods within which various stages or parts of the work are to be executed.
 - Time scale: Working days.
 - Updated program: Identify changes since the previous version and show the estimated percentage of completion for each item of work.
12. Completion of the works
- Final cleaning
 - General: Before practical completion, clean throughout, including interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces. Clean debris from the site, roofs, gutters, downpipes and drainage systems. Remove waste and surplus materials.
13. Reinstatement
- General: Before practical completion, clean and repair damage caused by installation or use of temporary work and restore existing facilities used during construction to original condition.
14. Removal of plant
- General: Within 10 working days after practical completion, remove temporary works and construction plant no longer required. Remove the balance before the end of the defects liability period.
15. Payment for the works
- Anticipated progress payments
 - General: At commencement of the works, submit a schedule of anticipated progress claims which will be made throughout the contract. Submit a revised schedule with each progress claim.
16. Progress claims
- Break down: With each progress claim, submit a statement of amounts claimed in respect of each work section or trade heading designated in the specification.
17. Miscellaneous
- Permits: A Building Permit and an Occupancy Permit from a Building Certifier will be issued for this Project. Construct the Works in accordance with the conditions of the Building Permit, and prior to Practical Completion of the Works issue the completed Builder's Declaration and associated compliance certificates to the Client.
 - Notifiable Inspections: The Contractor is responsible for organising with the Building Certifier the required Notifiable Inspections listed on the Building Permit. Give sufficient notice so that Notifiable Inspections may be made. Where follow-up inspections are required due to non-

approval by the Building Certifier, the Contractor will be responsible for organising and paying for the additional inspections.

- Quality Assurance: Where applicable, insert hold points for the Notifiable Inspections into the inspection and test plans of the relevant trades.
 - Indemnification:
 - Dispute resolution: These refer to disagreements between contracted parties regarding payment claims (e.g. amount of money propose to be paid, full or partial payment, etc.) and should be resolved by the Project owner and Contractor initially; if all fails, in Court, as this is a breach of contract
 - Termination: If the Contract is terminated by the Owner or is terminated by the Contractor, the Contractor must refund to the Owner the Deposit (if received) less any costs reasonably incurred by the Contractor up to the date of termination of the Contract.
 - Liquidated damages: Contractor's obligations on receipt of claim for Liquidated Damages, the Contractor must within ten (10) Business Days after receiving a written claim from the Owner for Liquidated Damages:
 - pay or allow to the Owner the Liquidated Damages claimed; or
 - give to the Owner a written notice of dispute, that sets out:
 - the amount of the Liquidated Damages claimed by the Owner that the Contractor disputes; and
 - the Contractor's reasons for disputing that amount of the Liquidated Damages claimed,
 - and pay or allow to the Owner any undisputed amount of the Liquidated Damages claimed.
 - Force Majeur: will indicate that one party is excused from performing under the contract. The clause will identify that an unforeseen event occurring during the duration of the construction contract will excuse the party from performing. Such events cannot be controlled by either party, without any fault or negligence of the party that should be performing under the contract.
 - Stop Work Clause: stop-work orders may be issued for several reasons, including production or engineering considerations or changes in scope. Stop-work orders shall be issued when it is recommended to suspend work, pending a decision from the Contractor/Client or changes in scope that might affect the project duration
 - Stop Payment Clause: If there is a dispute then payment can be stopped until this is resolved
18. Completion: Prior to Practical Completion, submit a detailed schedule of defects and incomplete work to the Superintendent indicating that each item has been corrected or completed to the satisfaction of the Contractor. The Architect's Practical Completion inspection will only occur following submission of this schedule.
19. Collect the section 40 Certificates of Compliance from the subcontractors and the Final Inspection Certificate from the Building Certifier. Submit these with the Builder's Declaration to the Architect prior to Practical Completion. Practical Completion is contingent upon receipt of the Building Certifier's Occupancy Permit.

Agreement

The Contractor and the Owner agree that the Contractor is to carry out and complete the Works, and the Owner is to pay the Contractor the Contract Price, as per the Contract, for the Works in accordance with the provisions of the Contract.

Knights CBI (Contractor)
Name: Noreen Abu-Obeid
Signature: *NAO*
Date: 7/02/2023

ABC RES COMPANY (Client)

Name: Big Boss

Signature: *Big Boss*

Date: 7/02/2023

LAW LAW Associates

Name: Mr Law Law

Signature: *Law*

Date: 7/02/2023

WARRANTY INSURANCE ATTACHED HERE

The **builder** must not carry out any **building work** or demand or receive any part of the **contract price** until warranty insurance is in force and the **owner** is provided with the certificate of insurance.

WARRANTY INSURANCE – 10M

POLICY NUMBER - 789

NAME OF INSURER -GHI

DATE OF EXPIRY – 1/1/2025

PREMIUM PAYABLE: \$6000

AMENDMENTS MADE 14/1/2023 ATTACHED HERE

The Agreement is amended as follows:

The Date for giving possession of the site is changed from the original date of 25/02/2023 to new date of 5/03/2023 therefore the site access and commencement of the Project will be moved to the new date of 5/03/2023

The Date for Practical Completion is therefore pushed forward from the original date of 24/04/2023 to new date of 5/05/2023