

SCHEDULE FOR QBCC NEW HOME CONSTRUCTION CONTRACT

This Contract is intended to be used for the construction of a single home or duplex.

NOTE TO OWNER: To better understand your contractual rights and obligations, **BEFORE SIGNING** carefully read this Schedule and the accompanying Consumer Building Guide and the General Conditions dated July 2018.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies of this Schedule to the Owner.

The Owner

Owner's name/s: Mr & Mrs Cousins
Address: 123 French Rd
Seahport Post Code: _____
Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: 0466445522 Email: MrMrsCousins@gmail.com

Owner has checked the Contractor's licence and history via QBCC's Online Licence Search: ☒ Yes ☐ No

The Owner **IS** ☒ **IS NOT** ☐ a Resident Owner. (Tick the appropriate box)

NOTE: An Owner is a Resident Owner if he/she intends to reside in the building where the Works are to be performed on, or within 6 months of, completion of the contracted work.

Owner's Authorised Representative (if any):

Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: _____ Email: _____

The Contractor

Contractor's name (must be as shown on licence): Resilient Homes
Licence Number: 141526 ABN No: _____

Contractor confirms: My licence is current, active and appropriate for this work: ☒ Yes ☐ No

Address: 13 Poplin Place
Mount Cotton Postcode: 4165
Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: 0416342185 Email: rossosborne36@gmail.com

Contractor's Authorised Representative (if any):

Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: _____ Email: _____

Item	Subject	Notes	Particulars
1	CONTRACT PRICE Condition 4. WARNING: The Contract Price may increase or decrease due to Conditions 19, 20, 21 & 24.	For information about Prime Cost (PC) Items and Provisional Sums (PS) see Condition 4 of the General Conditions. If the Contract includes such allowances, a PC/PS Schedule must be completed by the Contractor, signed by both parties and attached.	(a) Fixed Price Component: \$ <u>665000</u> (incl. GST) (includes deposit in Item 2) (b) Prime Cost Items (if any): \$ <u>23389.30</u> (incl. GST) (c) Provisional Sums (if any): \$ <u>7405.20</u> (incl. GST) CONTRACT PRICE = \$ <u>695794.50</u> (incl. GST) (a) + (b) + (c)

Item	Subject	Notes	Particulars
2	DEPOSIT Condition 19	The deposit must not exceed 5% of the Contract Price if Contract Price is \$20,000 or more.	Amount of deposit: \$ <u>34 784.72</u> (incl. GST)
3	BRIEF DESCRIPTION OF THE WORKS	Insert a brief description of the contracted work and attach and refer to plans and specifications e.g. construction of new home as per attached plans dated.../.../... & specifications dated.../.../...	<u>low-set Brick veneer</u> <u>4 bedroom, 3 bathroom</u> <u>Tile roof New</u> <u>Construction dwelling</u>
4	SITE Condition 13	<u>level block</u> <u>1000m², trees</u> <u>upon block</u> <u>need to be</u> <u>removed, good</u> <u>Access to site</u> <u>from Road.</u>	Site Address: <u>123 French Rd Southport</u> Real Property Description: Lot No: <u>20</u> Plan Type (e.g. RP/SP/BUP): <u>RP</u> Plan No: <u>525</u> Local Authority: <u>Gold Coast City Council</u>
5	STARTING DATE Conditions 1, 10 & 17	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date. The Starting Date is the latest of: • the following agreed date <u> </u> / <u> </u> / <u> </u> ; or • 10 business days after the issue of approved plans by the Assessing Certifier; or • 10 business days after the Owner has satisfied its financial obligations under Condition 5.1.	
6	COMPLETION PERIOD (including Construction Days and allowances for likely delays) Conditions 22, 23 & 28	NOTE TO CONTRACTOR: You must state here the allowances (in days) you have made for delay factors which are reasonably likely to affect the time required to carry out the work. NOTE TO OWNER: The Contractor is not entitled to claim an extension of the Date for Practical Completion (Schedule Item 7) for a delay stated here (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here in Schedule Item 6B.	A. Construction Days (excluding delays allowed in 'B') Business days needed to construct the Works = <u>115</u> PLUS B. Allowances for likely delays: (i) Inclement weather allowance (business days) = <u>10</u> (ii) Other likely delays, if any (business days) = <u>10</u> Details of delay <u>late deliveries</u> <u>resource shortage.</u> (iii) Non-working days (incl. weekends, public holidays, etc.) = <u>47</u> Total delay days allowed: (i) + (ii) + (iii) = 67 COMPLETION PERIOD: Construction Days (Item 6A) PLUS Total delay days allowed above (Item 6B) = <u>182</u> (This total represents the number of days between the Starting Date and the Date for Practical Completion)

Item	Subject	Notes	Particulars
7	DATE FOR PRACTICAL COMPLETION Conditions 22, 23 & 28	NOTE TO CONTRACTOR: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: ____ / ____ / ____ OR Completion Period of <u>182</u> calendar days (see Schedule Item 6) from the Starting Date or the date on which the work under this Contract is commenced, whichever is the earlier .
PROGRESS PAYMENTS (Choose Option A or Option B below)			
8A	OPTION A: <i>NOTE: This Option may be used where you believe the contracted work involves typical house construction and the progress payment Stages set out in the 'Particulars' column are appropriate.</i> Conditions 19 & 28	NOTE TO CONTRACTOR: If the contracted house construction work does <u>not</u> involve the Stages set out in the 'Particulars' column in Option A, or the payment percentages are not appropriate (e.g. if the payments in Option A would amount to payment in advance of work progress on Site), you should use Option B below.	WARNING FOR CONTRACTOR: The QBCC Act requires that all progress payments must be directly related to the progress of the work at the Site and proportionate to the value of the work that relates to the claim (e.g. the total value of the progress claims plus the 5% deposit cannot exceed 50% of the Contract Price until more than 50% of the work on Site has been performed). Breaches of this requirement attract heavy penalties. In presenting each progress claim under Option A or Option B you are warranting that the work on Site has reached the relevant Stage set out below, and that the total amount claimed to date (including the deposit) is proportionate to the progress of the contracted work at the Site. PROGRESS PAYMENT STAGES (all prices incl. GST): Base Stage (excl. 5% deposit) - 15% \$ <u>69579.45</u> Frame Stage - 20% \$ <u>104369.17</u> Enclosed Stage - 25% \$ <u>243528.07</u> Fixing Stage - 20% \$ <u>139158.90</u> Practical Completion Stage - 15% \$ <u>104369.17</u> NOTE: The total of Stage payments in Option A or B plus the deposit must equal Contract Price in Schedule Item 1.
8B	OPTION B: Conditions 19 & 28	NOTE TO CONTRACTOR: Option B should be used where the contracted house construction work does <u>not</u> involve the Stages set out in Option A above, or the payment percentages are not appropriate for the work.	ALTERNATIVE PROGRESS PAYMENT STAGES (incl. GST) *Stage 1: _____ - ____ % \$ _____ Stage 2: _____ - ____ % \$ _____ Stage 3: _____ - ____ % \$ _____ Stage 4: _____ - ____ % \$ _____ Stage 5: _____ - ____ % \$ _____ Stage 6: _____ - ____ % \$ _____ Stage 7: _____ - ____ % \$ _____ Practical Completion Stage - ____ % \$ _____ <i>*If extra space is required, attach a more detailed description of the Payment Stages to this Contract Schedule.</i>
WARNING TO OWNER		Your cover under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.	

Item	Subject	Notes	Particulars
9	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT (if relevant) Condition 6	NOTE: This Item is optional - it may be relevant where a loan is not required to finance the project.	\$ <u>275 000</u> <u>50</u>
10	LIQUIDATED DAMAGES Condition 24	NOTE TO OWNER AND CONTRACTOR: You must discuss whether, or what, liquidated damages (LDs) apply to this project and insert either an amount per day or 'NIL' if LDs do not apply. If this space is left blank, a default amount of \$50/day shall apply.	\$ 50 per day for each calendar day of delay in achieving Practical Completion. NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. The liquidated damages amount should be a genuine pre-estimate of the costs/losses the Owner will incur (if any) in the event the work under this Contract is not completed by the Date for Practical Completion (including any extra rental and storage costs, lost rent for rental properties, finance costs, etc. directly related to the delay in reaching Practical Completion).
11	INTEREST RATE ON OVERDUE PAYMENTS Condition 20	The rate must not exceed the sum of 10% per year plus the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills.	<u>10</u> % per annum
12	FINANCE Conditions 1 & 5	WARNING TO OWNER: The Finance Date is the date by which the Owner must provide the Contractor with written evidence, satisfactory to the Contractor, of their capacity to pay the Contract Price (even if no loan is required). Consult your Lender before inserting a date. Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.	The Contract IS/IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: <u>Commonwealth bank</u> Amount of Loan: \$ <u>390 000</u> Finance Date: / / (day) (month) (year) NOTE: If no date stated, Finance Date is 10 business days from date of this Contract.
13	PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10		<u>Mr & Mrs Cousins</u> (State whether the responsible party is Owner or Contractor - if nothing stated, the Contractor shall be responsible)
14	PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS (if relevant) Condition 21	This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the Foundations Data.	<u>Owner</u> (State whether the responsible party is Owner or Contractor)

PRIME COST ITEMS SCHEDULE

(Conditions 4&19 of the General Conditions of QBCC New Home Construction Contract)

Description of Item to be supplied under the PC Item allowance.	Contractor's best estimate of price, and breakdown of estimate.		PLUS Contractor's margin (state \$ amount or % to be added)	Total for Prime Cost Item (incl. margin & GST)
	No. of items or quantity of materials	Cost per unit and Item total (excl. GST)		
Example: Floor tiles for kitchen	50m ²	@\$30/m ² = \$1,500 excl. GST	+ 10% margin = \$1,500 + \$150 = \$1,650 excl. GST	\$1,650 + 10% GST = \$1,815
Solar hot Water sys tem	1	\$2500	+ 10% \$2750	\$3025 + GST 10%
Ducted Air Conditioning	1	\$13500	+ 10% \$14850	+ GST 10% \$16335
18 Solar panels to be installed on roof	18	\$185 per panel \$3330	+ 10% \$3663	+ GST 10% \$4029.30
TOTAL:				\$ 23389.30 (incl. GST)

(Transfer total to Item 1(b) of Contract Schedule)

Signed by the Owner/Owner's Representative

Signed by the Contractor/Contractor's Representative

DATED: ____/____/____
(day) (month) (year)DATED: 14/02/2020
(day) (month) (year)

NOTE TO OWNER/S AND CONTRACTOR

These allowances should be kept to a minimum to reduce uncertainty about the final Contract Price.

When this Schedule is completed, Contractor to retain original and give 2 legible copies to Owner.

PROVISIONAL SUMS SCHEDULE

(Conditions 4&19 of the General Conditions of QBCC New Home Construction Contract)

Description of contracted service covered by the Provisional Sum	Contractor's best estimate of cost of providing the contracted service <u>excl. GST</u> . Include the estimated quantity and unit cost of materials (if any) and labour, and any other related costs (e.g. equipment hire).	<u>PLUS</u> Contractor's margin (state \$ amount or % to be added)	Total for Provisional Sum (<u>incl. Contractor's margin & GST</u>)
Example: Rock removal from Site	Excavator hire 5 hrs @ \$160/hr = \$800 Float hire = \$400 Tip fees = \$200 TOTAL: = \$1,400	+ 10% margin = \$1,400 + \$140 = \$1,540 excl. GST	\$1540 + 10% GST = \$1,694
supply and laying of Tile in Wet area's	24 m ² @ \$45 p/m ²	= \$1080 + \$108 = \$1188 excl GST	+ GST 10% = \$1306.80
supply and laying of Tiles in Alfresco	36 m ² @ \$40 p/m ²	= \$1440 + \$144 = \$1584 excl GST	+ GST 10% = \$1742.40
supply and laying of Tiles in living Areas	40 m ² @ \$40 p/m ²	= \$3600 + \$360 = \$3960 excl GST	+ GST 10% = \$4356
TOTAL:			\$ 7405.20 (incl. GST)

(Transfer total to Item 1(c) of Contract Schedule)

Signed by the Owner/Owner's Representative

DATED: ____ / ____ / ____
(day) (month) (year)

Signed by the Contractor/Contractor's Representative

DATED: 14 / 2 / 2020
(day) (month) (year)

NOTE TO OWNER/S AND CONTRACTOR

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QBCC NEW HOME CONSTRUCTION CONTRACT

THIS DOCUMENT CONTAINS:

- Schedule for QBCC New Home Construction Contract
- Prime Cost Items Schedule
- Provisional Sums Schedule
- Form 1 – *Commencement Notice*
- Form 2 – *Extension of Time Claim and Owner's Response to Claim*
- Form 3 – *Progress Claim*
- Form 4 – *Notice of Dispute of Progress Claim*
- Form 5 – *Variation Document*
- Form 6 – *Defects Document*
- Form 7 – *Certificate of Practical Completion*

These forms are produced on 'No Carbon Required' (NCR) paper.
(Fold this cover under the triplicate copy when filling out forms)

When each form or Schedule is completed, the Contractor is to retain the original document and give 2 copies to the Owner. Extra copies of forms and Schedules may be downloaded from QBCC's website.