

PRACTICAL TASK
#2 - contract

AS 4902—2000¹

Annexures to the Amended AS 4902-2000 General conditions of contract

Amended General Conditions of Contract

Formal Instrument of Agreement

Project Name: Stage 2 – 43 Homes for Latitude 25 RV Lifestyle Community

This **AGREEMENT** is made on the 12th day of February 2020

Between **Nikenbah Constructions Pty Ltd ACN 613 502 873 as trustee for the
Nikenbah Constructions Unit Trust of Level 1, 5/41 Lavarack Avenue, Eagle
Farm Qld 4009**

(Principal)

AND

**PBS Building (QLD) Pty Ltd ACN 114 856 674 of Ground Floor, 40 Thesiger
Ct, Deakin ACT 2600**

(Contractor)

Background

- A. The *Principal* wishes to engage the *Contractor* to perform *the Works* and carry out *WUC* in accordance with the requirements of this *Contract*.
- B. The *Contractor* has offered to execute *the Works* for the *contract sum* and the *Principal* has accepted that offer.
- C. The parties have agreed to perform their respective obligations on the terms of this *Contract*.

IT IS AGREED

1. Agreement

- (a) In this *Formal Instrument of Agreement*, unless the context requires otherwise, terms used have the same meaning as defined in the document *Amended AS 4902-2000 General conditions of contract for design and construct*.
- (b) The *Contractor* agrees to carry out the *WUC* in accordance with the *Contract*.

2. Contract Sum

- (a) In consideration of the *Contractor* carrying out the *WUC* in accordance with the *Contract*, the *Principal* agrees to pay the *Contractor* the *contract sum* in accordance with the *Contract*:
 - (i) The *contract sum* is ~~\$12,458,629.00~~ (exclusive of GST) which amount excludes additions and deductions that may be required to be made under this *Contract*.
 - (ii) Contract sum in (i) includes the following Separable Portions:
 - (A) Separable Portion 1: Stage 2A-12 homes \$~~7,556,706.75~~
 - (B) Separable Portion 2: Stage 2B-15 homes \$~~4,901,922.25~~

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(C) Separable Portion 3: Stage 2C-16 homes \$1,588,606.30

- (b) The terms of the *Contract* apply to all of the work performed by the *Contractor* in connection with the *WUC* even if it was performed prior to the date of execution of the *Contract*. Any payment made to the *Contractor* by the *Principal* prior to the date of execution of the *Contract* will, be treated as a payment under the *Contract* and will be in part discharge of the *Principal's* obligations to pay the *contract sum*.

3. Site

The address of the *site* is 1 Latitude Boulevard, Nikenbah QLD 4655.

4. Contract Documents

- (a) The following documents are the *Contract Documents*:
- (i) this *Formal Instrument of Agreement*;
 - (ii) the *Amended AS 4902-2000 General conditions of contract for design and construct*;
 - (iii) *Annexures to the Amended AS 4902-2000 General conditions of contract for design and construct*, which are set out in this *Formal Instrument of Agreement*; and
 - (iv) the Schedules to this *Formal Instrument of Agreement*, which comprise the following:
 - (A) **Schedule 1: Principal's Project Requirements**
 - (B) **Schedule 2: Contractors Clarifications**
 - (C) **Schedule 3: Schedules & Specifications**
 - (1) **Sales Inclusions & Finishes**
 - (2) **Internal & External Finishes schedule**
 - (3) **Metering**
 - (D) **Schedule 4: Document Transmittal (Not limited to the following)**
 - (1) **Development Approval**
 - (2) **Operational works approvals**
 - (3) **Project design documents transmittal: Architectural, Civil, Structural, and others**
 - (4) **Sustainability, Environmental report**
 - (5) **Survey**
 - (6) **Marked up drawings**
 - (7) **Manufactured Homes Act**
 - (8) **Geotechnical investigations**



(E) **Schedule 5: Sales and Marketing**

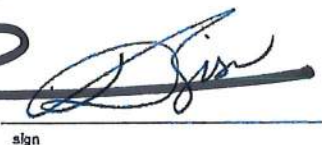
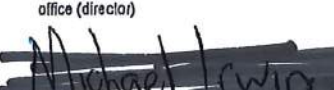
- (1) **Sales contract**
- (2) **Marketing / Sales Plans**
- (3) **Inclusions**
- (4) **Renders**
- (5) **Purchaser Variances**

The parties acknowledge having received each of the documents referred to in clause 4(a).

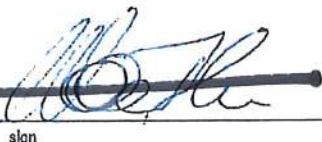
- (b) If there is any inconsistency, ambiguity or discrepancy between the documents listed in paragraph 4(a), the inconsistency, ambiguity or discrepancy is to be resolved using the order of precedence set out in clause 4(a) (with the documents appearing earlier in clause 4(a) taking priority over the documents appearing later).
- (c) If a party discovers any inconsistency, ambiguity or discrepancy in the documents compromising this *Contract*, it must notify the other party as soon as reasonably possible.

EXECUTED on the 12th day of February 2020

EXECUTED by
Nikenbah
Constructions Pty Ltd
ACN 613 502 873 as
trustee for the
Nikenbah
Constructions Unit
Trust in accordance with
section 127 of the
Corporations Act 2001
(Cth):

	
sign	sign
Director.	Director
office (director)	office (director or secretary)
	
full name	full name

EXECUTED by PBS
Building (QLD) Pty Ltd
ACN 114 856 674 in
accordance with section
127 of the Corporations
Act 2001 (Cth):

	
sign	sign
DIRECTOR	DIRECTOR
office (director)	office (director or secretary)
	
full name	full name

**ANNEXURE to the Australian Standard
General Conditions of Contract for
Design and Construct**

Part A (Schedule)

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

- | | | |
|---|--------------------------------------|--|
| 1 | <i>Principal
(clause 1)</i> | <u>Nikenbah Constructions Pty Ltd as trustee for the Nikenbah
Constructions Unit Trust.....</u>
.....
ACN <u>613 502 873</u> ABN |
| 2 | <i>Principal's address</i> | <u>Level 1, 5/41 Lavarack Avenue, Eagle Farm Qld 4009.....</u>
.....
Phone <u>0412 620 378</u> Fax |
| 3 | <i>Contractor
(clause 1)</i> | <u>PBS Building (QLD) Pty Ltd.....</u>
.....
ACN <u>114 856 674</u> ABN |
| 4 | <i>Contractor's address</i> | <u>Ground Floor, 40 Thesiger Ct, Deakin ACT 2600.....</u>
.....
Phone <u>07 3136 1333</u> Fax |
| 5 | <i>Superintendent
(clause 1)</i> | <u>Ryan Williams – Development Manager.....</u>
.....
ACN ABN |
| 6 | <i>Superintendent's address</i> | <u>Level 1, 5/41 Lavarack Avenue, Eagle Farm Qld 4009.....</u>
.....
Phone <u>0422 389 110</u> Fax |

Annexures to the Amended AS 4902-2000 General conditions of contract

- † 7 (a) *Date for practical completion*
(clause 1) See Separable Portions 1, 2 and 3.....
- OR
- (b) *Period of time for practical completion*
(clause 1)
- 8 Governing law
(clause 1(h)) Queensland.....
If nothing stated, that of the jurisdiction where the *site* is located
- 9 (a) *Currency*
(clause 1(g)) Australian dollars (\$AUD).....
If nothing stated, that of the jurisdiction where the *site* is located
- (b) *Place for payments*
(clause 1(g)) N/A.....
If nothing stated, the *Principal's* address
- (c) *Place of business of bank*
(clause 1(d)) N/A.....
If nothing stated, the place nearest to where the *site* is located
- 10 The *Principal's* project requirements are described in the following documents
(clause 1) 1 As identified in Schedule 1 of the Formal Instrument of Agreement
2
3
4
5
- 11 *Preliminary design*
(clause 1) (a) *A preliminary design*
* is Included
~~* is not included~~
in the *Principal's* project requirements.
If neither deleted, a *preliminary design* is not Included
- (b) The *preliminary design* documents are:
1 As identified in Schedule 3 of the Formal Instrument of Agreement.....
2
3
4
5

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

* Delete one



Annexures to the Amended AS 4902-2000 General conditions of contract

- 12 Quantities in schedule of rates, limits of accuracy (subclause 2.5) Upper Limit
Lower Limit
- 13 Provisional sum, percentage for profit and overheads attendance (clause 3) If the aggregated cost of all provisional sums is greater than the aggregated of all provisional sums – an addition of 10% of the difference
If the aggregated cost of all provisional sums is less than the aggregated of all provisional sums – a deduction of 7% of the difference
- 13A Variation (subclause 36.4) (a) Percentage for profit and overheads for additions 10%
(b) Percentage for profit for deductions 7%
- † 14 Contractor's security
- (a) Form (clause 5) Cash or on-demand, unconditional insurance bond to the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal)
- (b) Amount or maximum percentage of contract sum (clause 5) 2.5%
If nothing stated, 5% of the contract sum
- (c) If retention moneys, percentage of each progress certificate (clause 5 and subclause 37.2) 5%, until the limit in Item 14(b)
If nothing stated, 10%, until the limit in Item 14(b)
- (d) Time for provision (except for retention moneys) (clause 5) within days after date of acceptance of tender
If nothing stated, 28 days
- (e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3) An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials.
\$
- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 0 % of amount held
If nothing stated, 50% of amount held
- † 15 Principal's security
- (a) Form (clause 5) Not applicable.

† If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A



Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount or maximum percentage of Not applicable.....
 contract sum If nothing stated, nil
 (clause 5)
- (c) Time for provision Not applicable
 (clause 5) within days after date of acceptance of tender
 If nothing stated, 28 days
- (d) Principal's security upon certificate Not applicable.....% of amount held
 of practical completion is reduced If nothing stated, 50% of amount held
 by
 (subclause 5.4)

16	Principal-supplied documents (subclause 8.2)	Document	No. of copies
		1 <u>As identified in clause 4(a)(iv) of the Formal Instrument of Agreement</u>	
		2	
		3	
		4	
		5	
			If nothing stated, 5 copies

- 17 ~~Documents, numbers of copies, and
 the times or stages at which they are to
 be supplied by the Contractor
 (subclause 8.3)~~

	Document	No. of copies	Time/stage
1			
2			
3			
4			
5			

- 18 Time for Superintendent's direction 14..... days
 about documents If nothing stated, 14 days
 (subclause 8.3)

19	Subcontracting (subclause 9.2)	Work by consultants	Work by others
			
			
			
			

Annexures to the Amended AS 4902-2000 General conditions of contract

- | | | | |
|-------|-----------------------------|--|---|
| 20 | Novation
(subclause 9.4) | <i>Subcontractor or
selected subcontractor,
as the case may be</i> | <i>Particular part of the
preliminary design or
selected subcontract work,
as the case may be</i> |
| <hr/> | | | |
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-
- | | | | |
|----|---|--|--|
| 21 | <i>Intellectual property rights granted
to the Principal,
the Alternative applying
(subclause 10.2)</i> | <u>Alternative 1</u>
If nothing stated, Alternative 1 applies | |
|----|---|--|--|
-
- | | | | |
|----|--|-----------------------|--|
| 22 | <i>Legislative requirements</i> | <u>Not applicable</u> | |
| | (a) Those excepted
(subclause 11.1) | <hr/> | |
| | | <hr/> | |
| | | <hr/> | |
| | (b) Identified WUC
(subclause 11.2(a)(iii)) | <hr/> | |
| | | <hr/> | |
-
- | | | | |
|----|---|---|--|
| 23 | <i>Insurance of the Works
(clause 16A)</i> | <u>Alternative 1 (Contractor to insure)</u> | |
| | (a) Alternative applying | <hr/> | |
| | | If nothing stated, Alternative 1 applies | |
| | If Alternative 1 applies | | |
| | (b) Provision for demolition and
removal of debris | <hr/> | |
| | | <hr/> | |
| | | \$ <hr/> | |
| | | OR | |
| | | <hr/> | |
| | | % of the contract sum | |

Annexures to the Amended AS 4902-2000 General conditions of contract

- (c) Provision for *consultants'* fees and
Principal's consultants' fees \$
- OR
% of the *contract sum*
- (d) Value of materials or things to be
 supplied by the *Principal* \$
- (e) Additional amount or percentage
 \$
- OR
% of the total of (a) to (d) in clause 16A
- 24 Professional indemnity insurance
 (clause 16B and subclause 9.2(d))
- (a) Levels of cover of *Contractor's*
 professional indemnity insurance \$ 20,000,000
 shall be not less than If nothing stated, \$5 000 000
- (b) Period for which *Contractor's*
 professional indemnity insurance If nothing stated, 6 years
 shall be maintained after issue of
 the *final certificate*
- (c) Categories of *consultants* and
 levels of cover of *consultants'*
 professional indemnity
 insurance

 If nothing stated,
 \$1 000 000
- (d) Period for which each *consultant's*
 professional indemnity insurance If nothing stated, 6 years
 shall be maintained after issue of
 the *final certificate*
- 25 Public liability insurance
 (clause 17)
- (a) Alternative applying Alternative 1 (Contractor to insure)
 If nothing stated, Alternative 1 applies
- If Alternative 1 applies

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount per occurrence shall be not
 less than \$ 20 000 000
 If nothing stated, \$10 000 000

- 26 (a) Time for giving access (subclause 24.1) In accordance with Part A, separable portions, item 7 ~~within 5 business days after~~ ~~days of date of acceptance of tender~~
~~executing the Formal Instrument of Agreement~~
 If nothing stated, 14 days
- (b) Time for giving possession (subclause 24.1) In accordance with Part A, separable portions, item 7 ~~within 5 business days after~~ ~~days of date of acceptance of tender~~
~~executing the Formal Instrument of Agreement~~
 If nothing stated, 14 days

27 The information, materials, documents or instructions and the times by, or periods within which they are to be given to the Contractor (clause 32)	<u>Documents or instructions</u>	<u>Times/Periods</u>
	<u>1</u>	
	<u>2</u>	
	<u>3</u>	
	<u>4</u>	
	<u>5</u>	

- 28 *Qualifying causes of delay*, causes of delay for which EOTs will not be granted (paragraph (b)(iii) of clause 1 and subclause 34.3) As set out in the amended definition under clause 1

- † 29 Liquidated damages, rate (subclause 34.7) per day \$300 per day
 (capped at 3% Contract Value.)

29A Limit of liquidated damages (subclause 34.7) 3% of the contract sum

- † 30 Bonus for early *practical completion* (subclause 34.8)

- (a) Rate Not applicable
 per day \$ per day

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Limit Not applicable.....
 \$
 OR
 % of contract sum
 If nothing stated, there is no waiver
- † 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable.....

- 32 Defects Liability period (clause 35) 12 months.....
 If nothing stated, 12 months
- 33 Progress Claims (subclause 37.1)
- (a) Times for progress claims 28th 30th or last day of each month for WUC
 done to the last day of that month
- OR
- (b) Stages of WUC for progress claims

- 34 Unfixed plant and materials for which payment claims may be made (subclause 37.3) Not applicable.....

- 35 Interest rate on overdue payments (subclause 37.5) 7 % per annum
 If nothing stated, 18% per annum
- 36 (a) Time for Principal to rectify inadequate access (subclause 39.7(a)(iii)) 14 days
 If nothing stated, 14 days

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Annexures to the Amended AS 4902-2000 General conditions of contract

(b) Time for *Principal* to rectify
inadequate possession
(subclause 39.7(a)(iv))

14 days
If nothing stated, 14 days

37 Arbitration
(subclause 42.3)

(a) Person to nominate an
arbitrator

.....
.....

A1

If no one stated, the President of the Institute of Arbitrators &
Mediators Australia

(b) Rules for arbitration

.....
.....
.....
.....

If nothing stated:

(a) rules 5-18 of the Rules of The Institute of Arbitrators & Mediators
Australia for the Conduct of Commercial Arbitrations;

OR

(b) if one or more of the parties are nationals of and habitually
resident in, incorporated in, or where the central management and
control is exercised in, different countries as between the parties;
then the UNCITRAL Arbitration Rules shall apply and the
appointing authority shall be the person provided in Item 37(a)

(c) Appointing Authority under
UNCITRAL Arbitration Rules

.....
If no one stated, the President of the Institute of Arbitrators &
Mediators Australia

A1

MA

Part A (Separable Portion 1)

Separable Portions

- This section should be completed only if the *Contract* provides for *separable portions*.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

Separable portion (clause 1)	<u>No. 1.....</u>
Description of separable portion (clause 1)	<u>Construction and completion of Stage 2A – 12 Homes.....</u>
 <i>Item</i>	
7 (a) Date for access/possession (clause 24.1)	<u>07 November 2019.....</u>
(b) Date for practical completion (clause 1)	<u>19 August 2020</u>
OR	
(c) Period of time for practical completion (clause 1)	
 14 Contractor's security	
(a) Form (clause 5)	<u>Cash or on-demand, unconditional insurance bonds each in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal)</u>
(b) Amount or maximum percentage value of this separable portion (clause 5)	<u>5%</u> If nothing stated, 5% of value of this separable portion
(c) If retention moneys, percentage of each progress certificate applicable to this separable portion (clause 5 and subclause 37.2)	%, until the limit in Item 14(b) If nothing stated, 10%, until the limit in Item 14(b)
(d) Time for provision (except for retention moneys) (clause 5)	within days after date of acceptance of tender If nothing stated, 28 days
(e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3)	<u>An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials.....</u> \$

- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50 % of amount held
If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form (clause 5) Not applicable.....
- (b) Amount or maximum percentage of value of this separable portion (clause 5) Not applicable.....
If nothing stated, nil
- (c) Time for provision (clause 5) Not applicable
within days after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) Not applicable
..... % of amount held
If nothing stated, 50% of amount held
- 29 Liquidated damages, rate (subclause 34.7) for Separable Portion
1 per day \$ 300 per day
- 30 Bonus for early practical completion (subclause 34.8)
- (a) Rate Not applicable
..... per day \$ per day
- (b) Limit Not applicable
..... \$
- OR
- % of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable
.....
.....
.....
.....

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AA

Part A (Separable Portion 2)

Separable Portions

- This section should be completed only if the Contract provides for *separable portions*.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the Works should also be a *separable portion*.

Separable portion (clause 1)	No. 2.....
Description of separable portion (clause 1)	Construction and completion of Stage 2B – 15 Homes.....
Item	Procurement start : 14/02/19
7 (a) Date for access/possession (clause 24.1)	14 April 2020.....
(b) Date for practical completion (clause 1)	23 November 2020.....
OR	
(c) Period of time for practical completion (clause 1)	
14 Contractor's security	
(a) Form (clause 5)	Cash or on-demand, unconditional insurance bonds each in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal).....
(b) Amount or maximum percentage value of this <i>separable portion</i> (clause 5)	5%..... If nothing stated, 5% of value of this separable portion
(c) If retention moneys, percentage of each <i>progress certificate</i> applicable to this <i>separable portion</i> (clause 5 and subclause 37.2)	 %, until the limit in Item 14(b) If nothing stated, 10%, until the limit in Item 14(b)
(d) Time for provision (except for retention moneys) (clause 5)	within days after date of acceptance of tender If nothing stated, 28 days
(e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3)	An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials..... \$

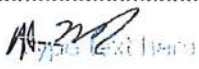
Annexures to the Amended AS 4902-2000 General conditions of contract

- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50 % of amount held
If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form (clause 5) Not applicable.....
- (b) Amount or maximum percentage of value of this separable portion (clause 5) Not applicable.....
If nothing stated, nil
- (c) Time for provision (clause 5) Not applicable
within days after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) Not applicable
..... % of amount held
If nothing stated, 50% of amount held
- 29 Liquidated damages, rate (subclause 34.7) for Separable Portion
2 per day \$ 300 per day
- 30 Bonus for early practical completion (subclause 34.8)
- (a) Rate Not applicable
..... per day \$ per day
- (b) Limit Not applicable
..... \$
- OR
- % of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable
.....
.....
.....

Part A (Separable Portion 3) Separable Portions

This section should be completed only if the *Contract* provides for *separable portions*.

Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

Separable portion (clause 1)	No. 3
Description of <i>separable portion</i> (clause 1)	<u>Construction and completion of Stage 2C – 18 Homes</u>
Item	Procurement start : 13/05/20 
7 (a) Date for access/possession (clause 24.1)	<u>06 August 2020</u>
(b) Date for practical completion (clause 1)	<u>08 April 2021</u>
OR	
(b) Period of time for practical completion (clause 1)	
14 Contractor's security	
(a) Form (clause 5)	<u>Cash or on-demand, unconditional insurance bonds each in the</u> <u>value of 2.5% of the contract sum in a form approved by the</u> <u>Principal (or in such other form of security as may be approved by</u> <u>the Principal)</u>
(b) Amount or maximum percentage value of this <i>separable</i> <i>portion</i> (clause 5)	<u>5%</u> If nothing stated, 5% of value of this <i>separable portion</i>
(c) If retention moneys, percentage of each <i>progress certificate</i> applicable to this <i>separable portion</i> (clause 5 and subclause 37.2)	%, until the limit in <i>Item 14(b)</i> If nothing stated, 10%, until the limit in <i>Item 14(b)</i>
(d) Time for provision (except for retention moneys) (clause 5)	within days after <i>date of acceptance of tender</i> If nothing stated, 28 days
(e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	 \$




Annexures to the Amended AS 4902-2000 General conditions of contract

- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50% of amount held
If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form (clause 5) Not applicable.....
- (b) Amount or maximum percentage of value of this separable portion (clause 5) Not applicable.....
If nothing stated, nil
- (c) Time for provision (clause 5) Not applicable
withindays after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) Not applicable
.....% of amount held
If nothing stated, 50% of amount held
- 29 Liquidated damages, rate (subclause 34.7) for Separable Portionper day \$ 300 per day
3
- 30 Bonus for early practical completion (subclause 34.8)
- (a) Rate Not applicable
.....
..... per day \$ per day
- (b) Limit Not applicable
.....
..... \$
- OR
.....% of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable
.....
.....
.....




VARIATION APPROVAL

Date 01/05/20 Variation Number HCV#004
Project Number 1-00.LAT25
Project Name Latitude 25 RV Park – Stage 2 Homes
Principal Nikenbah Constructions Pty Ltd
Contractor PBS Building
Contract Date 12 Feb 2020

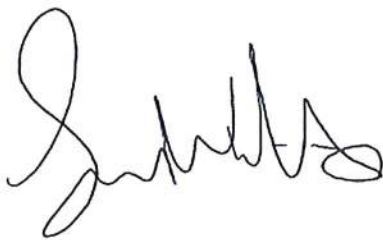
In accordance with clause 36 of the conditions of contract the following variation has been approved and the contract sum adjusted.

VARIATION ;

Lot 165 – Purchaser Variations

PBS Variation Claim HCV#004 (dated 08/04/20 – Received 28/04/20)

Total Variation	\$540.00
Profit & Overhead – 10% builders margin	\$54.00
Net Adjustment (Excl.GST)	\$594.00



Signed by the Development Manager on behalf of Principal

Ryan Williams - Development Manager

Nikenbah Constructions Pty Ltd



HCV #004

PBS Building (QLD) Pty Ltd
Level 1, 5/41 Lavarack Avenue
Eagle Farm, Queensland 4009
Phone: (07) 3136-1333

Project: 3-30.QD068 - Latitude 25 - Stage 2 Homes
174 Chapel Road
Nikenbah, Queensland 4655

Head Contract Variation #004: Lot 165 Purchaser variations #1

TO:	Nikenbah Constructions Unit Tr Australian Capital Territory	FROM:	PBS Building Ground Floor 40 Thesiger Court Deakin, Australian Capital Territory 2600
DATE CREATED:	8/04/2020	CREATED BY:	Curtis Ahrens (PBS Building)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:	Kylie Waldock	LOCATION:	Lot 163
INVOICED DATE:		PAID DATE:	
REFERENCE:		VARIATION REASON:	Client Request to Vary Works
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	CONTRACT FOR:	330-QD068:Latitude 25 - Stage 2A
		TOTAL AMOUNT (ex. tax):	\$594.00

DESCRIPTION:

CE #010 - Lot 165 Purchaser variations #1
165 Purchaser variations #1

ATTACHMENTS:

The original (Contract Sum)	\$12,458,629.49
Net change by previously authorized Variations	\$7,157.23
The contract sum prior to this Variation was	\$12,465,786.72
The contract sum would be changed by this Variation in the amount of	\$594.00
The new contract sum including this Variation will be	\$12,466,380.72
The new contract tax amount including this Variation will be	\$1,246,638.07
The new contract sum including tax and including this Variation will be	\$13,713,018.79
The contract time will not be changed by this Variation.	

Nikenbah Constructions Unit Tr

Australian Capital Territory

PBS Building
Ground Floor 40 Thesiger Court
Deakin, Australian Capital Territory 2600

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Contract Variation #004: Lot 165 Purchaser variations #1

Schedule of Values (7) Related Items (0) Emails (1) Financial Mark-up ERP Integration

OF VALUES

Head Contract Line Item*	Budget Code*	Description	Tax Code	Qty	UOM	Unit Cost	Amount	Margin (10.00%)	Subtotal
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Speci...	Item 1 Credit for slatted privacy scre	GST	0		\$0.0000	(\$530.00)	(\$53.00)	(\$583.00) ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item2 In WIR. install melamine whit	GST	0		\$0.0000	\$1,390.00	\$139.00	\$1,529.00 ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item 2A Credit for ventilated shelvin	GST	0		\$0.0000	(\$710.00)	(\$71.00)	(\$781.00) ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item 4 In Bed 3, install melamine whi	GST	0		\$0.0000	\$665.00	\$66.50	\$731.50 ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item 4A Credit for ventilated shelvin	GST	0		\$0.0000	(\$470.00)	(\$47.00)	(\$517.00) ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item 3 In Bed 2, install melamine wh	GST	0		\$0.0000	\$665.00	\$66.50	\$731.50 ✓
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-050.O 2A - Lot 165 Bussell.Ward...	Item 3A credit for ventilated shelvin	GST	0		\$0.0000	(\$470.00)	(\$47.00)	(\$517.00) ✓

Total: \$540.00 \$54.00 \$594.00

Item Description

Qty Unit

Amount

Margin

Total

Latitude 25 RV Park

lot 165 Purchaser changes						
1	1.	In study nook, nil slatted privacy screen to be installed – purchaser to supply and install own	0 item	\$ -	\$ -	\$ -
1a		Credit for slatted privacy screen	1 item	-\$ 530.00	-\$ 530.00	-\$ 26.50
2	2.	In WIR, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections, in lieu of ventilated shelving system, frame, rods and baskets – at purchasers cost	1 item	\$ 1,390.00	\$ 1,390.00	\$ 139.00
2a		Credit for ventilated shelving, supports, baskets	1 item	-\$ 710.00	-\$ 710.00	-\$ 35.50
3	3.	In Bed 2, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections, in lieu of ventilated shelving system, frame, rods and baskets – at purchasers cost	1 item	\$ 665.00	\$ 665.00	\$ 66.50
3a		Credit for ventilated shelving, supports, baskets	1 item	-\$ 470.00	-\$ 470.00	-\$ 23.50
4	4.	In Bed 3, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in lieu of ventilated shelving system, frame, rods and baskets – at purchasers cost	1 item	\$ 665.00	\$ 665.00	\$ 66.50
5		Credit for ventilated shelving, supports, baskets	1 item	-\$ 470.00	-\$ 470.00	-\$ 23.50
34		HOW & Q Leave	1 item	\$ -	\$ -	\$ -
		Exclude costs associated with amending Architectural design, all docs will need to be changed by BMA include Electrical and other relevant drawings.				
TOTAL				\$ 540.00	\$ 163.00	\$ 703.00

54 - \$594

11:58 Thu 6 Feb

4G 77%

Done

20200205135351212.pdf

**VARIATION REQUEST FORM**

SELLER: Latitude25 Hervey Bay

BUYER: [REDACTED] DATE: 23/12/19

LOT NO: 169

SITE ADDRESS: 39/1 Latitude Boulevard

DETAILS OF WORK VARIATION(S)**ADDITION/DEDUCTION**

1. In study room, fit slatted privacy screen to be installed - purchaser to supply and install own Credit for slatted privacy screen	\$155.50
2. In Wd1, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost Credit for ventilated shelving, supports, baskets	\$1,579.00
3. In Bed 2, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost Credit for ventilated shelving, supports, baskets	\$143.50
4. In Bed 3, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost Credit for ventilated shelving, supports, baskets	\$731.50
TOTAL PRICE (EX. GST) - paid by the purchaser	\$701.00
GST - paid by the purchaser	\$70.00
TOTAL PRICE (INCLUSIVE OF GST) - paid by the purchaser	\$771.00

The Buyer accepts and agrees to pay the additional cost for the variation(s) noted above, such cost to be paid on Completion of the Agreement for Sale of the Manufactured Home for the above property.

If the Buyer does not complete the Agreement for any reason whatsoever, and any of the work for the variation(s) has been completed, the Buyer must pay immediately to the Seller the agreed amount to reimburse the Seller for the additional cost and expenses incurred by the Seller in varying the original finish and layout to the finishes and layout requested by the Buyer.

SIGNED BY THE BUYER(S):

DATE:

SIGNED BY THE SELLER:

DATE:

Development Manager

OFFICE USE ONLY

Copy to buyer: Date: 5/2/2020

Date Forwarded to Development Manager: 5/2/2020

Date of acceptance by buyer: 6/2/2020

Date forwarded to Seller's Solicitor: 6/2/2020

PRACTICAL TASK #2

RFI

Kylie Waldock

From: Kylie Waldock
Sent: Friday, 17 April 2020 4:36 PM
To: rfi-f790dd0a4124607945ce767aac007b266b58@procoretech.com
Cc: ~~Curtis Ahrens; Peter Aboud; Anthony MacDonald~~
Subject: RE: Latitude 25 - Stage 2 Homes: Response to RFI #51 (Lot 165 Purchaser Variations)
Attachments: Lot 165 tv points

As per attached email, thanks



From: ~~Curtis Ahrens (PBS Building)~~ <PBS_Building@procoretech.com>
Sent: Friday, 17 April 2020 11:18 AM
To: Kylie Waldock <kylie.waldock@visitlatitude25.com.au>
Subject: Latitude 25 - Stage 2 Homes: Response to RFI #51 (Lot 165 Purchaser Variations)

Latitude 25 - Stage 2 Homes



More details: [View online](#) [Open In App](#)

Curtis Ahrens (PBS Building) responded to Question 1 on Friday, 17 April 2020 at 11:18 am.

Response:

Hi Kylie,

Best option would be to have move back to 300. Macca has concerns water pipes will be in the way if we move it to the left.

Alternatively hey could move to 2100mm but need to be careful when installing tv brackets.

Attachments:

None

RFI Details

This RFI is due on Friday, 17 April 2020.

QUESTION 1

Asked By:

Curtis Ahrens (PBS Building)

Date:

Wed 15 Apr 2020 at 04:38 pm AEST

Question:

Good Afternoon Kylie,

We have realised whilst trying to complete works onsite that some owner variations are conflicting with one another. In bed 1 the purchaser has raised the GPO and TV point to 1800mm FFL. This directly conflicts with the recessed shaving cabinet on the rear of this wall and these points cannot be installed at this height. Plans attached below, please advise how you wish to proceed.

Kind Regards,

Attachments:

[Lot 165 - Sheet 14: Bussell - Internal Fitout Plans & Elevations - Sheet 14 Rev.1.pdf](#)
[Lot 165 - Sheet 7: Bussell - Electrical Layout - Sheet 7](#)

[Rev.I.pdf](#)

[Lot 165 - Sheet 1: Bussell - Site Plan - Sheet 1 Rev.I.pdf](#)

All Replies

Answered By: **~~Curtis Ahrens~~ (PBS Building)**

Date: **Fri 17 Apr 2020 at 11:18 am AEST**

Response: **Hi Kylie,**

Best option would be to have move back to 300. Macca has concerns water pipes will be in the way if we move it to the left.

Alternatively hey could move to 2100mm but need to be careful when installing tv brackets.

Attachments: **None**

Answered By: **Kylie Waldock (Nikenbah Constructions Unit Tr)**

Date: **Fri 17 Apr 2020 at 09:00 am AEST**

Response: **Hi Curtis, have emailed client and awaiting response. Gather options are to move 1800FFL points to the left, or locate them at 300 FLL? Please advise if either are possible or if electrician has alternative suggestion. Thanks, Kylie**

Attachments: **None**

ADDITIONAL DETAILS

Project: **Latitude 25 - Stage 2 Homes**

Subject: **Lot 165 Purchaser Variations**

Date Initiated: **15/4/20**

Created By: **~~Curtis Ahrens~~ (PBS Building)**

Assigned To: **Williams, Ryan (Nikenbah Constructions Unit Tr)**
Waldock, Kylie (Nikenbah Constructions Unit Tr)

Responsible Contractor: **PBS Building**

Received From: [REDACTED] (PBS Building)

Distribution List: [REDACTED] (PBS Building)
[REDACTED] e (PBS Building)
[REDACTED] (PBS Building)

Program Impact: **Yes (Unknown)**

More details: [View online](#) [Open In App](#)

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