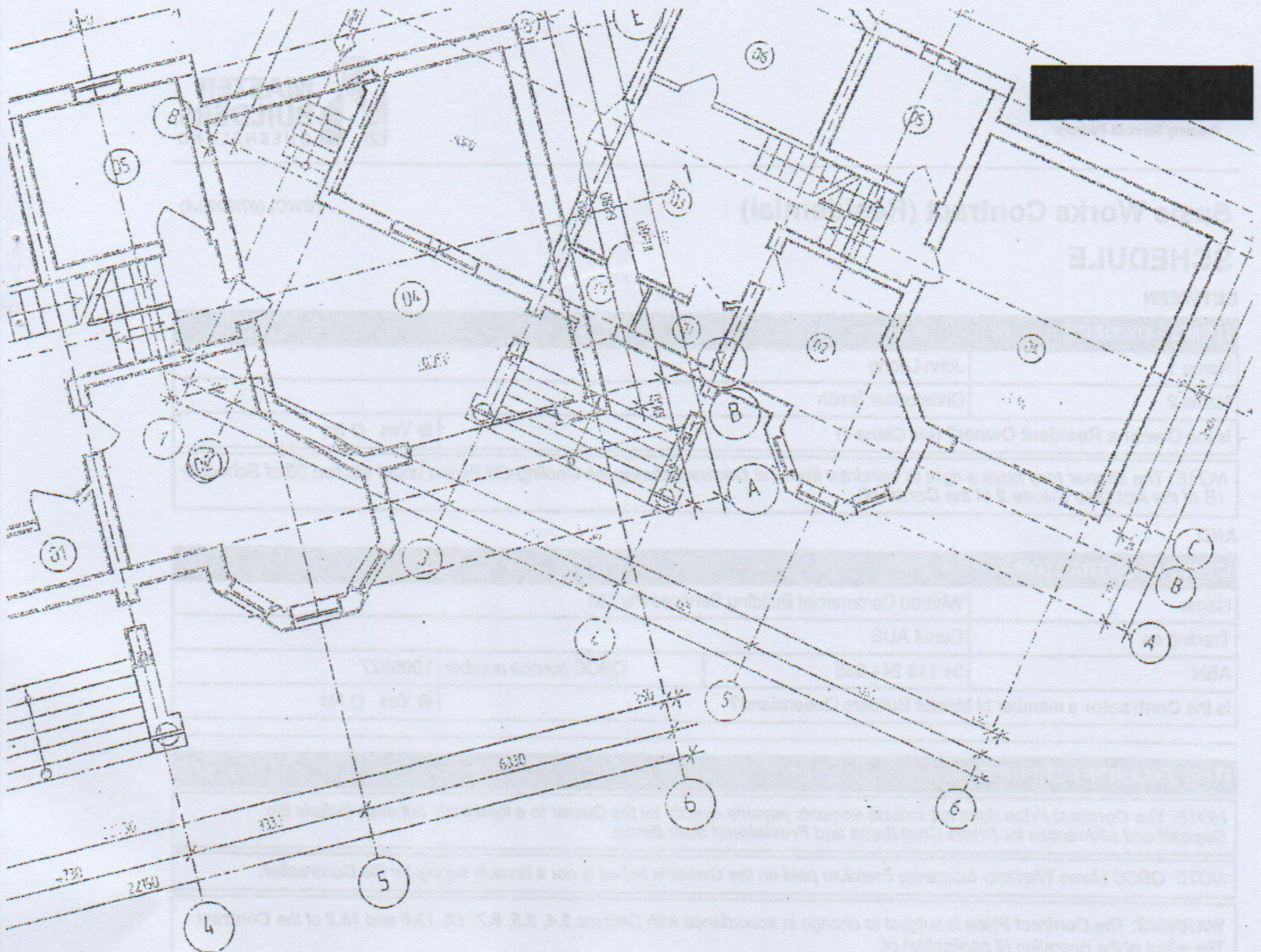




**MASTER
BUILDERS.**
QUEENSLAND

The home of building

Basic Works Contract (Residential)

FOR RESIDENTIAL BUILDING WORK IN **QUEENSLAND**

Basic Works Contract (Residential)

(BWC) (07/2020.4)

SCHEDULE

BETWEEN

ITEM 1 - OWNER (Clause 1)

Name 1	John Luong
Name 2	Christopher Smith
Is the Owner a Resident Owner? (see Clause 1)	☒ Yes ☐ No

NOTE: The Owner may have a right to withdraw from the Contract during the Cooling-Off Period under section 35 of Schedule 1B of the Act (see Clause 2 of the Contract).

AND

ITEM 2 - CONTRACTOR (Clause 1)

Name	Whitrod Commercial Building Services Pty Ltd		
Trading as	Core4 AUS		
ABN	34 118 244 965	QBCC licence number	1096827
Is the Contractor a member of Master Builders Queensland?			☒ Yes ☐ No

ITEM 3 - CONTRACT PRICE (GST inclusive) (Clause 1)

NOTE: The Contract Price does not include amounts payable directly by the Owner to a third party but does include the Deposit and allowances for Prime Cost Items and Provisional Sum Items.

NOTE: QBCC Home Warranty Insurance Premium paid on the Owner's behalf is not a taxable supply for the Contractor.

WARNING: The Contract Price is subject to change in accordance with Clauses 3.4, 3.5, 6.7, 12, 13.6 and 18.2 of the Contract. The effect of the operation (if applicable) of:

- a. Clauses that may reduce: 3.4;
 - b. Clauses that may reduce or increase: 12; and
 - c. Clauses that may increase: 3.5, 6.7, 13.6 and 18.2
- the total amount payable by the Owner under the Contract.

(a) Building works component (including Prime Cost Items and Provisional Sum Items) (GST inclusive)	\$83,820.00
(b) QBCC Home Warranty Insurance Premium (where applicable)	
Contract Price ((a) + (b))(GST inclusive)	\$83,820.00

ITEM 4 - DESCRIPTION OF WORKS (Clause 1)

Description of the Works to be performed under the Contract

☒ in accordance with the Contractor's Scope of Works/Quotation ☐ as described below

(attach and describe any drawings or site plans that are being relied upon)

Excluded Items

ITEM 5 - LAND (Clause 1)

Address	90 Harcourt Street New Farm QLD 4005		
Lot no.		Plan type (e.g. RP)	
Local government			

ITEM 6 - SUPPLIER OF DOCUMENTS (Clause 1)

(a) Drawings	Supplied by ☒ Contractor ☐ Owner
(b) Specifications	Supplied by ☒ Contractor ☐ Owner
(c) Foundations Data	Supplied by ☒ Contractor ☐ Owner

NOTE: Unless s31(3) of Schedule 1B of the Act applies, the **Foundations Data** must be obtained before entering into the Contract. If the Contractor is required to obtain such data, a copy must be given to the Owner on payment of the Contractor's costs incurred in obtaining the data.

DRAWINGS

Drawing No.	Version	Date	Prepared by	Brief description of drawing
SN2	01	29/03/2023	Design Sirs	Retaining wall rectification works at 90 Harcourt Street, New Farm QLD 4005

SPECIFICATIONS

Specifications

OTHER DOCUMENTS

Other Documents

ITEM 7 - CONTRACTOR'S MARGIN (Clause 1)

Contractor's Margin (if nothing stated, 20%)	
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ITEM 8 - DATE FOR COMMENCEMENT (Clauses 1 and 7.1)

Date for Commencement	not selected
To be determined under Clause 7.1(b)	☐ (tick if applicable)

ITEM 9 - CONSTRUCTION PERIOD (Clause 1)

Construction Period (in Days)	30 Days
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ITEM 10 - DATE FOR PRACTICAL COMPLETION (Clauses 1 and 8.1)

Date for Practical Completion	not selected
The date that is the last Day of the Construction Period from the Date for Commencement	☐ (tick if applicable)

ITEM 11 - PRIME COST ITEMS/PROVISIONAL SUM ITEMS (Clause 3)

Are there any Prime Cost Items or Provisional Sum Items relating to the Works?	☐ Yes ☒ No
(if yes, provide details)	

PRIME COST ITEMS

Description of each Prime Cost Item	Quantity	Allowance* per unit (GST inclusive)	Total allowance* for the Prime Cost Item (GST inclusive)
-------------------------------------	----------	---	--

This is to be read in conjunction with Clause 3 of the Contract. *The Allowance stated does not include the Contractor's Margin
(The allowances* for Prime Cost Items are included in Item 3(a) of the Schedule)

PROVISIONAL SUM ITEMS

Description of each Provisional Sum Item	Total allowance* for the Provisional Sum Item (GST inclusive)
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This is to be read in conjunction with Clause 3 of the Contract. *The Allowance stated does not include the Contractor's Margin
(The allowances* for Provisional Sum Items are included in Item 3(a) of the Schedule)

ITEM 12 - BUILDING APPROVAL (Clause 7.3)

Party responsible for obtaining building approval	☒ Contractor ☐ Owner
(if nothing stated, the Contractor)	

NOTE: The Owner is responsible for obtaining all development approvals if applicable to the Works.

ITEM 13 - PROGRESS CLAIMS (Clauses 13.1 and 13.2)

WARNING: The Contractor must not claim an amount under the Contract unless it directly relates to the progress of the Works at the Site, and is proportionate to the value of the work that relates to the claim.

NOTE: The maximum Deposit cannot be more than 5% of the Contract Price, if the Contract Price is equal to or more than \$20,000 (incl GST), or 10% if the Contract Price is less than \$20,000, unless the value of off-site work is more than 50% of the Contract Price, in which case the maximum Deposit cannot be more than 20% of the Contract Price.

Name of Stage and Description of Stage	% of Contract Price	\$ Value (GST inclusive)
Deposit: QBCC Home Warranty Insurance Premium (where applicable)	0%	
Balance of Deposit (i.e. Deposit less QBCC HWI where applicable)	5%	\$4,191.00
Stage 1.	0%	\$0.00
Practical Completion	95.00000000%	\$79,629.00
TOTAL	100%	\$83,820.00

ITEM 14 - PAYMENT PERIOD (Clause 13.3)

Time for payment after the Submission Date	7 Business Days
(if nothing stated, within 2 Business Days)	

ITEM 15 - INTEREST (Clause 13.6)

Interest rate	20% / annum
(if nothing stated, 10% per annum, calculated on daily basis)	

ITEM 16 - SPECIAL CONDITIONS (Clause 23)

Are there any Special Conditions forming part of the Contract?

☐ Yes ☒ No

(If yes, complete table below)

Special Condition No.	General Condition affected	Details

Any Special Conditions in addition to, or in amendment of, the General Conditions must be set out above.

(Number each Special Condition for example, SC1, SC2, or if applicable, refer to the specific Clause in the General Conditions affected).

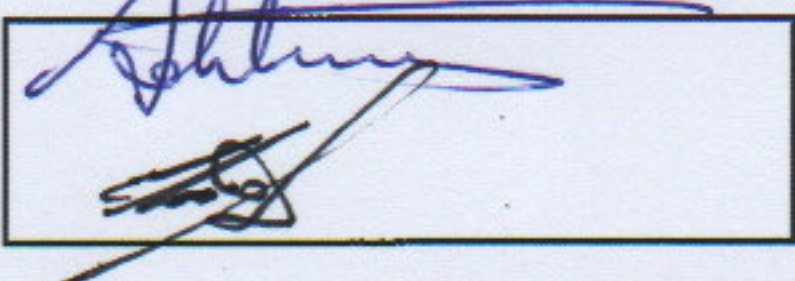
AGREEMENT

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 adjusted under the **Contract**, for the **Works** in accordance with the provisions of the **Contract**.

Signed by, or for and on behalf of, the OWNER

Name 1	John Luong	Name 2	Christopher Smith
Address	90 Harcourt Street New Farm QLD 4005		
ABN/ACN			
Phone 1	0402221708	Phone 2	0434340356
Email address	johnluong1786@gmail.com	Facsimile number	

Signature



Printed name

JOHN LUONG Christopher Smith

Date

25 MAY 2023

Signed by, or for and on behalf of, the CONTRACTOR

Name	Whitrod Commercial Building Services Pty Ltd		
Trading as	Core4 AUS		
Address	121 Newmarket Road Windsor QLD 4030		
ABN	34 118 244 965	QBCC Licence number	1096827
Phone 1	07 3352 3196	Phone 2	
Email address	worksau@core4service.com	Facsimile number	

Signature



Printed name

BRUCE DAVIE

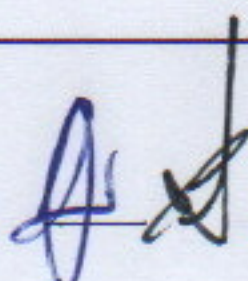
Date

19/5/23

WARNING - DO NOT SIGN IF:

- The **Owner** has not been provided with a **Consumer Building Guide** if the **Contract Price** is more than \$20,000 including GST.
- **Foundations Data** has not been obtained (if applicable).
- The **Owner** has not been provided with the **General Conditions**.

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General Conditions - Basic Works Contract (Residential)

1. DEFINITIONS

NOTE: In the **Contract**, certain words and phrases used throughout are defined, and are shown in bold when used (e.g. **Owner**)

In the **Contract**, except where the context otherwise requires:

Act	means the <i>Queensland Building and Construction Commission Act 1991</i> ;
Business Day	means a Day that is not: - a Saturday or Sunday; or - a public holiday in the place in which any relevant act is to be or may be done;
Christmas Shutdown	means any Day occurring within the period 22 December to 10 January (inclusive);
Commission	means the Queensland Building and Construction Commission;
Construction Period	means the period stated in Item 9 of the Schedule ;
Construction Works Policy	means a policy of insurance providing indemnity to the Contractor , the Owner , any lender (if so required by the Owner), and the Contractor's subcontractors against liability for physical loss, destruction or damage to the Works , or to materials and goods on or adjacent to the Land ;
Consumer Building Guide	means the Consumer Building Guide published from time to time by the Commission ;
Contract	means these general conditions, any special conditions set out in Item 16 of the Schedule , the Schedule , the Drawings , the Specifications , and anything else annexed to, or incorporated by reference into the Contract ;
Contract Price	means the amount stated in Item 3 of the Schedule , as adjusted from time to time under the Contract ;
Contractor	means the person stated in Item 2 of the Schedule and includes the Contractor's permitted assignees and transferees;
Contractor's Margin	means the margin stated in Item 7 of the Schedule to be applied in accordance with Clauses 3.5 and 6.7;
Date for Commencement	means the date stated in, or otherwise determined in accordance with, Item 8 of the Schedule by which the Contractor must commence the Works at the Site ;
Date for Practical Completion	means the date stated in or otherwise determined in accordance with Item 10 of the Schedule , by which the Works are to be brought to Practical Completion , as adjusted from time to time under the Contract ;
Date of Practical Completion	means the date on which the Works reach Practical Completion ;
Days	means calendar days;
Defects Document	means a document that: - lists any minor defects and minor omissions that the Contractor and the Owner agree exist; - states when the Contractor is to remedy the listed agreed minor defects and minor omissions; - lists any minor defects or minor omissions that the Owner claims exist, but that the Contractor does not agree exist; and - is signed by or on behalf of the Contractor;
Defects Liability Period	means the period commencing on the Day following the Date of Practical Completion , and ending on the Day twelve (12) months after the Date of Practical Completion ;
Deposit	means the amount stated in Item 13 of the Schedule to be paid by the Owner to the Contractor in accordance with Clause 6.2;
Direction	includes, but is not limited to, any agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
Drawings	means the plans (including, but not limited to, elevations, sections and details) and designs relating to the Works , described in Item 6 of the Schedule ;
Engineer Specification and Confirmation	is a document, published by Master Builders Queensland and purchased by the Contractor , required under the Contract to be signed by the Registered Professional Engineer of Queensland providing the design of any footings or slabs for the Works ;
Excluded Items	means those items stated in Item 4 of the Schedule to be excluded from the Works ;
Final Claim	means a claim for payment made in accordance with Clause 13.2;

Foundations Data	means the information about the Land a building contractor exercising reasonable care and skill needs for the preparation of an appropriate footings design for the Land and, if appropriate, a concrete slab design for the Land , and an adequate estimate of the cost of constructing the footings and, if appropriate, concrete slab;
Holding Account	means any account maintained by Master Builders Queensland with a financial institution for the purpose of holding amounts in accordance with the Master Builders Holding Account Conditions as amended from time to time;
Inclement Weather	means the existence of weather conditions, including, but not limited to, rain, wind, heat, cold, humidity, hail, snow, sleet, dew, fog, storm, dust, or flood, and their after-effects which have an adverse impact on the diligent, usual or safe carrying out of the Works by the Contractor or the Contractor's subcontractors;
Land	means the land described in Item 5 of the Schedule on which the Works are to be carried out;
Latent Condition	means any physical condition, including artificial things, on or around the Land , including surface and subsurface conditions, which differ materially from the physical conditions reasonably expected by the Contractor at the date of the formation of the Contract ;
Owner	means the person stated in Item 1 of the Schedule and includes the Owner's permitted assignees and transferees;
Possession	means when the Works , or any part of the Works , are taken over, occupied or used by the Owner or the Owner's employees, other contractors or agents;
Practical Completion	means that stage of the Works when: - the Works are completed in compliance with the Contract, including all Drawings and Specifications, and all statutory requirements applying to the Works, without any defects or omissions other than minor defects or minor omissions that will not unreasonably affect occupation; and - if the Owner claims there are minor defects or minor omissions, the Contractor gives the Owner a Defects Document for the minor defects or minor omissions;
Prime Cost Item	means an item (for example, a fixture or fitting) that either has not been selected, or the price of which is not known, at the date of the formation of the Contract , and for the cost of supply and delivery of which the Contractor has made a reasonable allowance in the Contract ;
Progress Claim	means a claim for payment made in accordance with Clause 13.1;
Provisional Sum	means an estimate of the cost of carrying out a Provisional Sum Item ;
Provisional Sum Item	means particular work (including supplying any materials needed for the work) under the Contract for which the Contractor , after having made all reasonable enquiries, could not state a definite amount at the date of the formation of the Contract ;
Resident Owner	means an Owner who is an individual and intends to reside in the building on completion of the Works or within six (6) months after completion of the Works ;
Schedule	means the Schedule contained in the Contract ;
Site	means that part of the Land necessary to be occupied and used by the Contractor for the construction of the Works ;
Specifications	means the specifications relating to the Works described in Item 6 of the Schedule ;
Stage	means the stages stated in the Item 13 of the Schedule ;
Statutory Requirements	includes, but is not limited to, any legislation, delegated (including, but not limited to, subordinate) legislation, permit, approval, or other law or legal requirement, and any Direction from, or requirement of, a local government or other entity (including, but not limited to, a building certifier and the Commission) having jurisdiction over the carrying out of the Works ;
Submission Date	means the date on which the Contractor submits (as the case may be) a Progress Claim or the Final Claim to the Owner ;
Substantial Breach	means a party's failure or refusal to perform a substantial obligation under the Contract (such as, for example, the Owner's failure to make payment on time);
Tribunal	means the Queensland Civil and Administrative Tribunal established under the <i>Queensland Civil and Administrative Tribunal Act 2009</i> ;
Variation	means to vary the Works by agreement as set out in Clause 12 or as deemed or otherwise provided under the Contract ;

Variation Document	means a document that is: • readily legible; • describes the Variation and sets out the details of the scope of work which is the subject of the Variation; • states the date of the request for the Variation; • states the Contractor's estimate of any period of delay to the progress of the Works as a result of the Variation; • states any adjustment to the Contract Price because of the Variation, or the method for calculating the adjustment; and • states when any adjustment to the Contract Price because of the Variation is to be: • accounted for, if the Variation results in a decrease to the Contract Price; or • paid, if the Variation results in an increase to the Contract Price;
WHS Act	means (separately and together) the <i>Work Health and Safety Act 2011</i> (Qld) as amended from time to time and includes related Acts and Regulations;
WHS Management Plan	means a document prepared by the Contractor in respect of the Works which sets out the way in which the Works are to be carried out in order to comply with the WHS Act ; and
Works	means the whole of the work to be carried out by the Contractor under the Contract , a description of which is contained in Item 4 of the Schedule and includes: • supply and installation of Prime Cost Items (if applicable); • carrying out Provisional Sum Items (if applicable); • Variations (if any); and • installation of Owner supplied items (if applicable); but excludes the Excluded Items .
2 COOLING-OFF PERIOD	
2.1	Subject to Clauses 2.2 and 2.3, the Owner may withdraw from the Contract : a) within five (5) Business Days after receiving a copy of the signed Contract and the Consumer Building Guide; or b) within five (5) Business Days after receiving the Consumer Building Guide if the Owner did not receive the Consumer Building Guide prior to receiving a copy of the signed Contract; or c) if five (5) Business Days have elapsed from the date of the formation of the Contract and the Owner has not received from the Contractor a copy of the signed Contract or the Consumer Building Guide or both.
2.2	In order to withdraw from the Contract under Clause 2.1 or section 35 of Schedule 1B of the Act , the Owner must give a signed written notice to the Contractor stating that the Owner withdraws from the Contract , and the section of Clause 2.1 or Schedule 1B of the Act , as applicable, under which the withdrawal is made, within the time allowed under that section for the withdrawal.
2.3	The Owner may not withdraw from the Contract if: a) the Owner and the Contractor have previously entered into a contract relating to the same detached dwelling, home or Land on substantially the same terms as the Contract; or b) the Owner has received <i>formal legal advice</i> about the Contract before entering into the Contract; or c) on, or after, the date of the formation of the Contract, the Owner tells the Contractor that the Owner received <i>formal legal advice</i> about the Contract before entering into the Contract.
2.4	Consequences of withdrawal: a) The following provisions of Clause 2.4 only apply if the Owner withdraws from the Contract in accordance with this Clause 2 or section 35 of Schedule 1B of the Act. b) The Owner must pay the Contractor an amount of \$100 plus any out-of-pocket expenses reasonably incurred by the Contractor under the Contract before the Owner withdrew from the Contract. If the Owner has paid the Contractor more than that amount under the Contract before the Owner withdrew from the Contract, the Contractor must refund the excess to the Owner. c) Any amounts due under this Clause 2.4 must be paid on written demand for such amounts and will be deemed to be a debt due and payable to the party entitled to that amount by the other party.
2.5	In this Clause, <i>formal legal advice</i> means independent advice given by a lawyer authorised under a law of Queensland to practise as a lawyer for purposes including the giving, for reward, of advice, including, for example, advice about domestic building contracts, and for the giving of which an amount is paid, or is payable, to such a lawyer by the Owner .

3 PRIME COST ITEMS AND PROVISIONAL SUM ITEMS

- 3.1 If the **Contract** includes any **Prime Cost Items** or **Provisional Sum Items**, the **Owner** must give to the **Contractor** all necessary written and signed **Directions** requested by the **Contractor** regarding the selection or supply of the item or work represented by a **Prime Cost Item** or **Provisional Sum Item** within five (5) **Business Days** of the **Contractor's** request.
- 3.2 If any **Prime Cost Item** selected by the **Owner** is unavailable or will, in the opinion of the **Contractor**, unduly delay the progress of the **Works**, the **Owner** must specify in writing to the **Contractor** an alternative item within five (5) **Business Days** of the **Contractor's** request to do so.
- 3.3 If the **Owner** fails to comply with Clause 3.2, the **Contractor** may select and supply a reasonable alternative item to the originally selected **Prime Cost Item** in terms of quality.
- 3.4 If the actual cost of a **Prime Cost Item** or of a **Provisional Sum Item** is less than the total amount allowed for that item in the **Contract**, the difference between the two amounts is to be deducted from the **Contract Price** and included in the next or any later **Progress Claim** or the **Final Claim**.
- 3.5 If the actual cost of a **Prime Cost Item** or of a **Provisional Sum Item** exceeds the total amount allowed for that item in the **Contract**, the excess amount plus the **Contractor's Margin** on that excess is to be added to the **Contract Price** and included in the next or any later **Progress Claim** or the **Final Claim**.

4 INSURANCE

- 4.1 The **Contractor** must take out and maintain all policies of insurance, including, for example, WorkCover in respect of its workers, required to be taken out and maintained by the **Contractor** by a **Statutory Requirement** relating to the **Works**.
- 4.2 The **Contractor** must take out and maintain a **Construction Works Policy** for the full insurable value of the **Works** from the **Date for Commencement** until the **Date of Practical Completion** or the date the **Owner** takes **Possession** of the **Works**, whichever is earlier. The **Construction Works Policy** must note the **Contractor** as an 'Insured', and the **Owner** and any lender (if requested by the **Owner**) as 'Insureds' or 'Interested Parties', under the policy.
- 4.3 The **Contractor** must take out and maintain a public liability insurance policy for an amount not less than \$10 million for any one occurrence from the **Date for Commencement** until the expiration of the **Defects Liability Period**. The public liability insurance policy must cover the **Contractor** and the **Owner** for their liabilities to third parties and each other in respect of personal injury to, or death of, any person (other than liability which is required by law to be insured under a workers compensation policy of insurance), and loss or damage to property except the **Works**, arising out of, or in connection with, the **Works**. The public liability policy must note the **Contractor** and the **Owner** as 'Insureds' under the policy.
- 4.4 To the maximum extent permitted by law, the **Contractor** is not liable, and does not provide any indemnity, to the **Owner**, the **Owner's** employees or agents, or any other person for whom the **Owner** is responsible for any injury or death to any person, or loss or damage to any property, which arises as a result of any act or omission by the **Owner**, or any person for whom the **Owner** is responsible, and in respect of such claims the **Owner** must indemnify the **Contractor**.
- 4.5 The **Owner** must comply with the following:
- a) the **Owner** must insure the **Works** from the **Date of Practical Completion** or the date the **Owner** takes **Possession** of the **Works**, whichever is earlier;
 - b) if the **Works** involve the alteration, addition to, or repair of an existing building, then the **Owner** must take out and maintain an insurance policy for the duration of the **Contract** which provides cover for the full replacement value of any existing building, and the contents of such building, against any loss or damage. If the **Contractor** gives a written notice requesting to view the policy of insurance, the **Owner** must make available for the **Contractor** to view the current policy of insurance within five (5) **Business Days** after the giving of the notice; and
 - c) if the **Works** do not involve the alteration, addition to, or repair of an existing building, but existing buildings are on the **Land**, then the **Owner** must take out and maintain an insurance policy for the duration of the **Contract** which provides cover for the full replacement value of any existing building, and the contents of such building, against any loss or damage. If the **Contractor** gives a written notice requesting to view the policy of insurance, the **Owner** must make available for the **Contractor** to view the current policy of insurance within five (5) **Business Days** after the giving of the notice.

5 CONTRACTOR'S WARRANTIES

5.1 The **Contractor** warrants that the **Contractor** will carry out the **Works**:

- a) in an appropriate and skilful way;
- b) with reasonable care and skill;
- c) in accordance with the **Drawings** and the **Specifications**;
- d) with reasonable diligence; and
- e) in accordance with all relevant laws and legal requirements, including, for example, the *Building Act 1975* and the National Construction Code.

5.2 If the **Works**:

- a) consist of the erection or construction of a detached dwelling; or
 - b) are intended to renovate, alter, extend, improve or repair a home,
- to a stage suitable for occupation, the **Contractor** warrants that the detached dwelling or home will be suitable for occupation when the **Works** are finished.

5.3 The **Contractor** warrants that any estimate for the cost of a **Prime Cost Item** or **Provisional Sum** provided for in the **Contract** has been calculated with reasonable care and skill having regard to all the information, including information about the nature and location of the **Land**, reasonably available at the date of the formation of the **Contract**.

5.4 Subject to Clause 5.5, the **Contractor** warrants that all materials to be supplied by the **Contractor** for use in the **Works**:

- a) will be good and, having regard to generally accepted practices or standards applied in the building industry for the materials, or the specifications, instructions or recommendations of manufacturers or suppliers of the materials, suitable for the purpose for which they are used; and
- b) unless expressly stated otherwise elsewhere in the **Contract** or the parties have agreed in writing otherwise, will be new.

5.5 Clause 5.4 does not apply for materials if:

- a) an architect is the **Owner's** agent, or the **Contract** is being administered by an architect engaged by the **Owner**, and the **Contractor** is subject to the **Direction** of the architect for supplying the materials that are to be supplied by the **Contractor**; or
- b) the **Owner** is responsible for specifically nominating the materials to be supplied by the **Contractor** for use in the **Works** without any recommendation, representation, suggestion or other approach having been made to the **Owner** by the **Contractor**:
 - i) supporting, or approving, the use of the materials; or
 - ii) criticising, or disapproving the use of, other materials that could be considered to be appropriate for use for the purpose for which the materials nominated by the **Owner** are to be used,

and there are no reasonable grounds for not using the materials or, if there are reasonable grounds for not using the materials, the **Owner** insists on the materials being used despite written advice to the contrary given to the **Owner** by the **Contractor**.

6 OWNER'S OBLIGATIONS

6.1 The **Owner** must pay the **Contractor** the **Contract Price** in accordance with the **Contract**.

6.2 The **Owner** must pay the **Deposit** to the **Contractor** on the date of the formation of the **Contract**.

6.3 If the **Owner** supplies any documents or **Foundations Data** to the **Contractor**, the **Owner**:

- a) warrants that the documents or data are, or will be, accurate, suitable for the purposes for which they will be used and appropriate in all respects for the **Land** (including the **Site**);
- b) warrants that the documents or data comply with all **Statutory Requirements** relating to the **Works**;
- c) warrants that all consents, approvals and permits necessary for the lawful commencement of, and the carrying out of, the **Works** have been obtained, and all related fees and charges have been paid, except to that extent which any such necessary consent, approval or permit is expressly required to be obtained and paid for by the **Contractor** under the **Contract**;
- d) warrants that it is, and will continue to be, reasonable for the **Contractor** to rely on the documents or data;
- e) must supply a sufficient number of copies to enable the **Contractor** to perform the **Works**, and to obtain necessary approvals if the **Contractor** is required to do so under the **Contract**; and
- f) must have the **Owner's** engineer (who must be a Registered Professional Engineer of Queensland) sign the **Engineer Specification and Confirmation** on the date of the formation of the **Contract**, if applicable.

6.4 The **Owner** must not obstruct, interfere with or hinder the carrying out of the **Works**. The **Owner** must take all reasonable steps to prevent all others from obstructing, interfering with or hindering the carrying out of the **Works**. If the **Owner** or any person on **Site** at the request of or under instructions from the **Owner** obstructs, interferes with or hinders the carrying out of the **Works**, the **Owner** must indemnify the **Contractor** against the consequences of any delay, and any additional costs incurred by the **Contractor** as a result.

- 6.5 The **Owner** must:
- comply with the **Directions** of the **Contractor** given for work, health and safety at the **Site**;
 - ensure that any person at the **Site** at the request of or under the instruction of the **Owner** complies with the **Directions** of the **Contractor** given for work, health and safety at the **Site**;
 - not wilfully or recklessly interfere with or misuse anything provided for work, health and safety at the **Site**;
 - not wilfully place at risk the health and safety of any person at the **Site**;
 - not wilfully injure oneself; and
 - only attend the designated construction areas at the **Site** whilst supervised by the **Contractor**.
- 6.6 The **Owner** is responsible for, including all costs associated with, the conveying, connection and installation of all services and facilities being brought to the **Land** for connection to the **Works**. These services and facilities include, but are not limited to, for example: gas, sewerage, storm water, water, electricity, telephone and National Broadband Network. The **Contractor** is responsible for services connected from the boundary of the **Land** to the **Works**, except that the **Owner** is responsible if agreed otherwise elsewhere in the **Contract** or any existing services need to be upgraded or changed.
- 6.7 The **Owner** is responsible for the **Site** being accessible by any persons, vehicles or machinery reasonably necessary for the carrying out of the **Works**. If the **Site** becomes inaccessible or access is restricted due to any reason beyond the control of the **Contractor**, any costs incurred by the **Contractor** in obtaining sufficient access to the **Site**, together with the **Contractor's Margin** applied to those costs, is to be added to the **Contract Price** and included in the next or any later **Progress Claim** or the **Final Claim**.
- 6.8 The **Owner** is responsible for locating the position and depth of all underground services that may be necessary for the **Contractor** to carry out the **Works**.
- 7 COMMENCEMENT**
- 7.1 The **Contractor** must commence the **Works** at the **Site**:
- if a date is stated in Item 8 of the **Schedule** as the **Date for Commencement**, on or before that date; or
 - if the **Date for Commencement** is stated in Item 8 of the **Schedule** to be determined under this Clause 7.1(b), then within ten (10) **Business Days** of the **Contractor** receiving all of the following:
 - the approvals and consents required by the **Contract** to be given by the **Owner**;
 - satisfactory evidence of the **Owner's** capacity to pay the **Contract Price**;
 - the **Owner** has complied with the requirements of Clause 6.7 and 6.8 to the satisfaction of the **Contractor**; and
 - the **Owner** has paid the **Deposit**.
- 7.2 Within ten (10) **Business Days** of starting the **Works** at the **Site**, the **Contractor** must give a commencement notice, signed by the **Contractor**, to the **Owner** stating:
- the date the **Contractor** started the **Works** at the **Site**; and
 - the **Date for Practical Completion**.
- 7.3 The party stated in Item 12 of the **Schedule** must promptly take all reasonable steps, and pay any relevant fee, to obtain the necessary building approval to commence the **Works**.
- 8 PRACTICAL COMPLETION**
- 8.1 The **Contractor** must bring the **Works** to **Practical Completion** by the **Date for Practical Completion**.
- 8.2 On reaching **Practical Completion**, the **Contractor** must give to the **Owner**:
- a written notice stating the date that the **Works** reached **Practical Completion**; and
 - if the **Owner** claims that there are minor defects in, or minor omissions from, the **Works**, a **Defects Document**.
- 8.3 The **Contractor** must remedy any agreed minor defects and minor omissions set out in any **Defects Document** within the times stated in the **Defects Document** or within a reasonable period if necessary materials or labour are unavailable or the **Contractor** has a reasonable excuse.
- 8.4 Unless the **Owner** has obtained the **Contractor's** prior written consent, the **Owner** must not take **Possession** of the **Works**, nor is the **Owner** entitled to the keys or other access codes to the **Works**, prior to making full payment to the **Contractor** of the **Contract Price**.

- 8.5 On full payment by the **Owner** of the **Contract Price** to the **Contractor**, the **Contractor** must hand over the **Works**, including the keys or other access codes to the **Works**, to the **Owner**.
- 8.6 If the **Owner** wishes to take **Possession** of the **Works** but disputes any part of the **Contract Price** claimed by the **Contractor**, and the **Contractor** is a member of Master Builders Queensland:
- the **Owner** may pay the disputed amount into the **Holding Account**;
 - the **Owner** is to then give the **Contractor** a receipt showing the disputed amount has been deposited into the **Holding Account** and pay any undisputed amount to the **Contractor**;
 - upon receiving the receipt and payment (if any), the **Contractor** is to hand over the **Works**, including the keys and access codes to the **Works**, to the **Owner**; and
 - the **Owner** agrees to take all steps necessary to enable Master Builders Queensland to release money received into the **Holding Account** under this Clause in accordance with the Master Builders Holding Account Conditions applicable at the time of the deposit.
- 8.7 If the **Owner** takes **Possession** of the **Works** when not entitled to do so under the **Contract**, the **Works** are deemed to have reached **Practical Completion** without any defects or omissions on the **Day** that the **Owner** takes **Possession**, and the **Owner** is liable to the **Contractor** for any loss or damage that the **Contractor** may incur or suffer as a result.
- 9 DELAYS AND EXTENSION OF TIME CLAIMS**
- 9.1 Subject to Clause 9.2, the **Contractor** is entitled to an extension of the **Date for Practical Completion** if the progress of the **Works** is delayed as a result of any of the following causes:
- a **Variation**;
 - a failure by the **Owner** to give to the **Contractor** a written notice agreeing to a **Variation** in accordance with Clause 12;
 - an act or omission of the **Owner**, the **Owner's** consultants, agents or other contractors;
 - a **Latent Condition**;
 - a breach of the **Contract** by the **Owner**;
 - a lawful suspension of the **Works** (including a suspension under Clause 10);
 - claims or proceedings being taken, or threatened to be taken, by, or disputes with, a third party that did not arise as a result of any breach by the **Contractor** of the **Contract**;
 - proceedings being taken, or threatened by, or disputes with, adjoining neighbouring owner or occupier that did not arise as a result of any breach by the **Contractor** of the **Contract**;
 - an act of prevention by the **Owner** not otherwise covered by this Clause;
 - Inclement Weather**, or any conditions arising as a direct or indirect consequence resulting from **Inclement Weather**;
 - industrial action or civil commotion affecting the **Works**, any persons employed in respect of the **Works**, or the manufacture or supply of materials for the **Works**;
 - the unavailability of any labour (whether under a subcontract or a contract of employment) necessary for the **Contractor** to carry out the **Works** with reasonable diligence;
 - the unavailability of any materials necessary to carry out the **Works**; or
 - any other cause not reasonably foreseeable at the date of the formation of the **Contract**, and beyond the reasonable control of the **Contractor**.
- 9.2 If, at any time prior to the **Works** reaching **Practical Completion**, the **Contractor** believes that the progress of the **Works** was, or will be delayed, as a result of a cause set out in Clause 9.1 and the delay causing the need for the extension of the **Date for Practical Completion** was:
- not reasonably foreseeable and beyond the reasonable control of the **Contractor**; or
 - caused by the **Owner**; or
 - caused by a **Variation** complying with Clause 12,
- the **Contractor** must, within ten (10) **Business Days** of the **Contractor** becoming, or ought reasonably to have become, aware of the cause and extent of the delay, give to the **Owner** a written claim, signed by or on behalf of the **Contractor**, for a reasonable extension of the **Date for Practical Completion** that sets out the cause and consequences of the delay.
- 9.3 Within ten (10) **Business Days** after receiving the **Contractor's** written claim for an extension of the **Date for Practical Completion**, the **Owner** must assess the claim and give written notice to the **Contractor**:
- accepting the claimed extension of the **Date for Practical Completion**; or
 - if the **Owner** disputes the **Contractor's** entitlement to all or any part of the claimed extension of the **Date for Practical Completion**, give the **Contractor** a written notice:
 - stating that the **Owner** disputes the claimed extension of the **Date for Practical Completion**;
 - setting out full details of the **Owner's** reasons for the dispute; and
 - granting any part of the claimed extension of the **Date for Practical Completion** that is not disputed by the **Owner**.

- 9.4 If the **Owner** accepts the **Contractor's** claim for an extension of the **Date for Practical Completion**, in whole or in part, in accordance with Clause 9.3, the **Contractor** must, within five (5) **Business Days** of the **Owner's** acceptance, give to the **Owner** a signed copy of the accepted claim for an extension of the **Date for Practical Completion**.
- 9.5 If the **Owner** fails to give written notice in accordance with Clause 9.3, or gives notice rejecting the whole or any part of the **Contractor's** claim for an extension of the **Date for Practical Completion**, then the dispute arising as a result is to be resolved in accordance with Clause 19.
- 10 SUSPENSION OF THE WORKS**
- 10.1 If, at any time prior to the **Works** reaching **Practical Completion**, the **Owner** is in **Substantial Breach** of the **Contract**, the **Contractor** may, without prejudice to any of the **Contractor's** other rights or remedies, suspend performance of the **Works** by written notice to the **Owner**. The **Contractor** must recommence the carrying out of the **Works** within ten (10) **Business Days** of the alleged breach or breaches or failures set out in the suspension notice being remedied by the **Owner**. Any notice given, or suspension of the **Works**, under this Clause by the **Contractor** is without prejudice to any right of the **Contractor** to terminate the **Contract** for breach or repudiation of the **Contract** by the **Owner** and is not an affirmation of the **Contract**.
- 11 DEFECTS LIABILITY PERIOD**
- 11.1 If, after the **Works** have reached **Practical Completion** but prior to the expiration of the **Defects Liability Period**, the **Owner** becomes aware of any defects in, or omissions from, the **Works**, the **Owner** must give the **Contractor** a written notice setting out full details of the defects or omissions.
- 11.2 To avoid doubt, no part of the **Contract Price** is to be retained by the **Owner** during the **Defects Liability Period**.
- 11.3 Subject to reasonable access being provided, the **Contractor** must, within the **Defects Liability Period** and, if reasonably required by the **Contractor**, a further period of twenty (20) **Business Days** after the expiration of the **Defects Liability Period**, rectify any defects in, and omissions from, the **Works** notified to the **Contractor** in accordance with Clause 11.1, during usual business hours and at no cost to the **Owner**. The **Contractor** is not responsible for rectifying any alleged defects or omissions which arise from the fact that something is still to be supplied or done by the **Owner**, or which relate to the maintenance of an item which is still to be performed by the **Owner** or is the responsibility of the **Owner**.
- 12 VARIATIONS**
- 12.1 Either party may request a **Variation**.
- 12.2 The **Contractor** may, at its discretion, agree to any **Variation** requested by the **Owner** but it is not obliged to do so.
- 12.3 The **Works** may be varied so as to:
- increase, decrease, omit or change any part of the **Works**;
 - comply with a change to a **Statutory Requirement**; and/or
 - overcome any **Latent Condition** that affects the **Contractor's** performance of the **Works**.
- 12.4 Within five (5) **Business Days** of the parties agreeing to a **Variation**, and before any work the subject of the **Variation** is started, the **Contractor** must provide the **Owner** with a **Variation Document**.
- 12.5 The **Owner** must give to the **Contractor** a written notice agreeing to the **Variation** within five (5) **Business Days** after receiving the **Variation Document** provided by the **Contractor** under Clause 12.4.
- 12.6 The **Contractor** must not start to carry out any work which is the subject of a **Variation** until the **Contractor** receives the written notice from the **Owner** under Clause 12.5 agreeing to the **Variation**.
- 12.7 Where a **Variation** results in an increase to the **Contract Price**, the **Owner** must pay the **Contractor** the amount of the increase in accordance with the time stated in the **Variation Document**.
- 12.8 The **Contractor** is under no obligation to start to carry out any work which is the subject of a **Variation** until such time as the **Owner** provides satisfactory evidence to the **Contractor**, if requested, that the **Owner** has the financial capacity to pay for the **Variation** if requested by the **Contractor**.
- 12.9 Notwithstanding any other clause of the **Contract**, the **Contractor** is not required to give the **Owner** a copy of the **Variation Document** before starting the work which is the subject of the **Variation** if that work is required to be carried out urgently and it is not reasonably practicable, in the particular circumstances, to do so.

13 PAYMENT

13.1 In relation to progress claims:

- a) the **Contractor** may submit a **Progress Claim** to the **Owner** on completion of the **Stages** set out at Item 13 of the **Schedule**; and
- b) the **Progress Claim** must set out:
 - i) details of:
 - A) the **Stage** that has been completed and/or the work that has been carried out by the **Contractor** to which the **Progress Claim** relates;
 - B) the amount that the **Contractor** claims for payment by the **Owner** for that work; and
 - C) any other amount arising out of, or in connection with, the **Contract** that the **Contractor** claims for payment by the **Owner**; and
 - ii) the total amount that the **Contractor** claims for payment by the **Owner**, and be in the form of a tax invoice.

13.2 No later than fifteen (15) **Business Days** after the expiration of the **Defects Liability Period**, the **Contractor** may submit a **Final Claim** to the **Owner** that sets out:

- a) the total amount of the **Progress Claims** submitted by the **Contractor** to the **Owner** under Clause 13.1;
- b) the total amount of the payments made by the **Owner** to the **Contractor** under the **Contract** up to and including the date on which the **Contractor** submits the **Final Claim**;
- c) details of:
 - i) any work carried out by the **Contractor** to which the **Final Claim** relates;
 - ii) any amount that the **Contractor** claims for payment by the **Owner** in respect of any such work; and
 - iii) any other amount arising out of, or in connection with, the **Contract** that the **Contractor** claims for payment by the **Owner**; and
- d) the total amount that the **Contractor** claims for payment by the **Owner** in the **Final Claim**, and be in the form of a tax invoice.

13.3 Upon receipt of a **Progress Claim** or the **Final Claim**, the **Owner** must pay to the **Contractor** the total amount of the **Progress Claim** or the **Final Claim** by no later than the time stated in Item 14 of the **Schedule**, unless the **Owner** disputes the **Progress Claim** or the **Final Claim** in accordance with Clause 13.4.

13.4 If the **Owner** disputes all or any part of the total amount of a **Progress Claim** or the **Final Claim**, the **Owner** must:

- a) give the **Contractor** a written notice of dispute in accordance with Clause 19.1 setting out the amount in dispute and details of the dispute by the time stated in Item 14 of the **Schedule** or the date ten (10) **Business Days** after the **Submission Date**, whichever is the earlier; and
- b) pay to the **Contractor** the amount of the **Progress Claim** or the **Final Claim** that is not disputed by the **Owner** by the time stated in Item 14 of the **Schedule**.

13.5 If the **Owner** fails to give the **Contractor** a notice in relation to a **Progress Claim** in accordance with Clause 13.4, the **Owner** must pay to the **Contractor** the total amount of the **Progress Claim** without any deduction. If the **Owner** fails to give the **Contractor** a notice in relation to the **Final Claim** in accordance with Clause 13.4, the **Owner** must pay to the **Contractor** the total amount of the **Final Claim** without any deduction and the parties agree that the **Works** have been carried out and completed in accordance with the **Contract**.

13.6 If the **Owner** fails to make any payment due to the **Contractor** under the **Contract** on or before the time stated in Item 14 of the **Schedule**:

- a) the **Contractor** is entitled to interest on the outstanding amount at the rate stated in Item 15 of the **Schedule**, payable from the **Day** after the date that payment was due until the date of payment; and
- b) the **Owner** must pay to the **Contractor** any debt collection costs, including any legal costs on a full indemnity basis, associated with recovering, or the attempted recovery of, the outstanding amount.

13.7 Payment, other than payment of the **Final Claim**, is payment on account only.

13.8 The **Owner** has no right to deduct any amount from moneys owing to the **Contractor** under Clause 13 including any moneys due to the **Owner** from the **Contractor** under the **Contract**.

13.9 In the event that the **Contract** is terminated for any reason, a reference date for the purposes of a **Progress Claim** arises on the date of termination.

14 RIGHTS TO TERMINATE CONTRACT

14.1 If either party:

- a) fails to make a payment under the **Contract**;
 - b) is otherwise in **Substantial Breach** of the **Contract**,
- the party not in default may give a written notice to the defaulting party by hand or registered "Priority" post:
- c) describing each alleged breach of the **Contract** by the defaulting party; and
 - d) stating the non-defaulting party's intention to terminate the **Contract** unless the defaulting party remedies the alleged breach or breaches within ten (10) **Business Days** after receiving the non-defaulting party's notice.

- 14.2** If the defaulting party fails to remedy the breach or breaches set out in a notice given to it in accordance with Clause 14.1 within the time stated in that notice, the non-defaulting party may, without prejudice to any other rights or remedies, terminate the **Contract** by further written notice to the defaulting party.
- 14.3** If the **Contract** is terminated in accordance with Clause 14.2, the rights and liabilities of the parties are the same as they would have been at common law had the defaulting party repudiated the **Contract** and the non-defaulting party elected to treat the **Contract** as at an end and recover damages.
- 14.4** A party may not terminate the **Contract** if the party is in **Substantial Breach** of the **Contract**.
- 14.5** If the **Contract** is terminated in accordance with Clause 14.2, the **Contractor** is entitled to a reasonable remuneration for the unpaid value of that part of the **Works** it carried out under the **Contract** up to, and including, the **Day** on which the **Contract** is terminated and the **Contractor** will have an irrevocable licence (including which survives termination of the **Contract**) to remove from the **Land**, and retain, all unfixed materials, goods, plant and equipment previously provided by the **Contractor** provided such unfixed materials, goods, plant and equipment has not been paid for by the **Owner**.
- 15 TERMINATION FOR INSOLVENCY**
- 15.1** If a party:
- a) commits an act of bankruptcy, or is made bankrupt;
 - b) makes a composition or other arrangement with creditors;
 - c) assigns assets for the benefit of creditors generally; or
 - d) being a company, becomes insolvent, enters into a deed of company arrangement, has a controller, administrator or receiver appointed, or is in liquidation;
- the other party may, subject to Clause 15.2, immediately terminate the **Contract** on giving a written notice to the defaulting party setting out the ground or grounds relied on by the other party for the termination.
- 15.2** If the **Contractor** or the **Owner** is a company and enters into certain arrangements for the purpose of avoiding being wound up in insolvency or appoints an administrator, then the right to terminate the **Contract** pursuant to Clause 15.1 may be limited by the *Corporations Act 2001* (Cth).
- 16 NOTICES**
- 16.1** The **Contractor** or the **Owner** must provide to the other party a copy of any:
- a) report, notice, order or other document given in relation to the **Works** by any supplier of services (such as, for example, gas, electricity, telephone, water and sewerage); and
 - b) certificate of inspection of the **Works**,
- as soon as practicable after receipt.
- 16.2** Unless expressly stated otherwise elsewhere in the **Contract**, any written notice, or other document, to be given by a party under the **Contract** is deemed to have been given and received:
- a) if delivered by hand to the other party, at the time of delivery;
 - b) if sent by email to the other party at the email address of the other party stated in the **Contract**, or another email address notified by the other party in writing, at the time when the email leaves the information system used by the party which sent the email.
- 16.3** The parties agree that facsimile transmission and email communications from either party to the other constitute an 'electronic communication' as that term is defined in the *Electronic Transactions Act 1999* (Cth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- 16.4** Unless expressly stated otherwise elsewhere in the **Contract**, the parties agree that any written notice, or other document, to be given by a party under the **Contract** may be given and received via facsimile transmission or email, or both.

17 LIMITATION OF CONTRACTOR'S LIABILITY

17.1 To the maximum extent permitted by law, the **Owner** agrees that the **Contractor** will not be liable to the **Owner** (including any person claiming through or under the **Owner** or any occupier or subsequent owner or occupier of the **Land** or any part of it), and will be deemed to be released and discharged by the **Owner** from all liability to the **Owner**, for:

- a) any amount due to the **Owner** under the **Contract**;
- b) any breach (including any **Substantial Breach**) of the **Contract** by the **Contractor**;
- c) any breach of a warranty (other than any warranty mentioned in Part 3 of Schedule 1B of the **Act** that applies to the **Contract**) by the **Contractor** under the **Contract**, or under any statute or other law or legal requirement which permits the parties to exclude, restrict or modify liability for breach of the warranty;
- d) any tort (including negligence) arising out of, or otherwise in connection with, any act or omission of the **Contractor** in respect of the **Works** or the **Contract**;
- e) any guarantee given to the **Owner** by the **Contractor** under the **Contract**, or under any statute or other law or legal requirement which permits the parties to exclude, restrict or modify liability in respect of the guarantee; and
- f) any equitable or statutory relief arising out of, or otherwise in connection with, any act or omission of the **Contractor** in respect of the **Works** or the **Contract**,

on the expiration of the period of eighteen (18) months after the **Date of Practical Completion** unless:

- g) the **Owner** (or other person described in the first paragraph of this Clause 17.1) has started a proceeding against the **Contractor** in the **Tribunal** or a Court in respect of any such liability, or alleged liability, before the expiration of the period of eighteen (18) months after the **Date of Practical Completion**;
- h) any such liability cannot be excluded, restricted or modified under a relevant statute or other law or legal requirement; or
- i) the **Contractor** fraudulently, or otherwise deliberately, concealed from the **Owner** facts, matters or circumstances within the **Contractor's** knowledge that gave rise to any such liability by the **Contractor** to the **Owner**, and as a result of the concealment, the **Owner** does not become aware of the facts, matters or circumstances that gave rise to such liability until after the expiration of the period of eighteen (18) months after the **Date of Practical Completion**.

17.2 To the maximum extent permitted by law, the **Owner** agrees that on the expiration of the period of eighteen (18) months after the **Date of Practical Completion**, the **Owner** will not be entitled to start any proceeding against the **Contractor** in the **Tribunal** or a Court in respect of any liability for which the **Contractor** is deemed to be released and discharged by the **Owner** under Clause 17.1.

17.3 To avoid doubt, Clauses 17.1 and 17.2 do not apply to:

- a) any warranty that is incorporated into, and forms part of, the **Contract** in accordance with Part 3 of Schedule 1B of the **Act**; and
- b) any guarantee, or other statutory requirement (including any prohibition), provided for under the Australian Consumer Law (Queensland).

18 LODGING OF A CAVEAT BY THE CONTRACTOR

18.1 The **Contract** does not give the **Contractor** an interest in the **Land** if the **Owner** is a **Resident Owner**.

18.2 If the **Owner** is not a **Resident Owner**, the **Owner**:

- a) charges the **Owner's** interests in the **Land** with due payment to the **Contractor** of all amounts that may become due to the **Contractor** arising out of, or otherwise in connection with, the **Contract**;
- b) must, if requested by the **Contractor**, promptly deliver an executed mortgage in registrable form to secure the charge;
- c) consents to the **Contractor** lodging a caveat over all or any part of the **Land** to secure the **Contractor's** interest in the **Land**;
- d) must, if requested by the **Contractor**, do all things and sign all documents necessary to enable the **Contractor** to lodge a caveat; and
- e) must pay to the **Contractor**, on demand, all stamp duty and registration fees that are payable or paid on the lodgement, withdrawal or release of any caveat or mortgage under this Clause.

19 RESOLUTION OF DISPUTES

19.1 If a dispute or difference (together referred to as a 'dispute') arises out of, or in connection with, the **Contract**, either party may give the other party a written notice of dispute setting out the details of the dispute, including any amount in dispute. Notwithstanding the giving of a notice of dispute, the parties must, subject to the **Contract**, continue to perform the **Contract**.

19.2 Within five (5) **Business Days** after receiving the notice of dispute, the parties must arrange, and participate in, a 'without prejudice' conference between them, or their authorised representatives, in an attempt to resolve the dispute. By agreement between the parties, a dispute arising out of, or in connection with, the **Contract** may be referred to Master Builders Queensland for a 'without prejudice' conference at any time provided that the **Contractor** is a member of Master Builders Queensland.

- 19.3** If the parties fail to resolve all of the dispute during the 'without prejudice' conference, or if the party given the notice of dispute fails to participate in a 'without prejudice' conference in accordance with Clause 19.2, then the parties may agree to refer all or any part of the dispute to a dispute resolution process administered by the **Commission**.
- 19.4** If the parties fail to resolve the dispute through a 'without prejudice' conference referred to in Clause 19.2 or during any dispute resolution process referred to in Clause 19.3, then either party may commence legal proceedings in the **Tribunal** or a Court in relation to any part of the dispute that is not resolved during a 'without prejudice' conference referred to in Clause 19.2 or during any dispute resolution process referred to in Clause 19.3.
- 19.5** Neither party may commence legal proceedings in relation to a dispute unless the parties have undertaken the processes set out in Clauses 19.1 to 19.3 and those processes have failed to resolve the dispute, or one of the parties attempted to follow those processes and the other party has failed to participate.
- 19.6** Nothing in this Clause 19 will prejudice the right of a party to institute legal proceedings to:
- enforce payment under Clause 13; or
 - for urgent injunctive or declaratory relief in relation to any matter arising out of, or in connection with, the **Contract**.
- 20 GOODS AND SERVICES TAX**
- 20.1** For the purposes of the **Contract**, the terms "ABN", "GST", "GST law", "registered", "tax invoice" and "taxable supply" have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 20.2** The **Contractor** warrants that the **Contractor** is:
- the holder of any ABN stated in Item 2 of the **Schedule**; and
 - registered and will continue to be registered until the expiration of the **Defects Liability Period**.
- 20.3** The **Contract Price** includes GST unless noted otherwise.
- 20.4** Where the **Works**, or any part of the **Works**, constitute a taxable supply, the **Contractor** must comply in every respect with GST law.
- 20.5** A **Progress Claim** and the **Final Claim** must be in the form of a tax invoice.
- 21 HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION**
- 21.1** Unless otherwise agreed by the parties, the **Contractor** is engaged by the **Owner** to discharge, in respect of the **Works**, until the **Works** reach **Practical Completion**, or the **Contract** is terminated, the duties of a 'principal contractor' (as defined) under the **WHS Act**.
- 21.2** Without limiting the obligations of the **Contractor** pursuant to the **WHS Act**, the **Contractor**, in respect of the **Works**, must ensure that:
- any person carrying out any part of the **Works** complies with all relevant **Statutory Requirements** in respect of:
 - work, health and safety; and
 - environmental protection; and
 - relevant safety documentation (e.g. **WHS Management Plan**) is prepared in respect of the **Works**.
- 21.3** The **Contractor** may exclude or remove from the **Site** any person (including, but not limited to, the **Owner**, the **Owner's** officers, employees, consultants, agents and contractors, and authorised officers of the lender) whose acts, omissions or other conduct in the **Contractor's** opinion does not meet the requirements of the **Contractor's** safety documentation or the **WHS Act**.
- 22 MISCELLANEOUS**
- 22.1** The **Contract** constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether oral or in writing.
- 22.2** All demolished materials and unfixed building materials supplied by the **Contractor** and not paid for by the **Owner**, are the property of the **Contractor** unless otherwise expressly stated elsewhere in the **Contract**.
- 22.3** The **Contractor** may subcontract any part of the **Works** but is not relieved in doing so from any obligation or liability under the **Contract** or the **Act** for the work that is the subject of any such subcontract.
- 22.4** Neither party may assign the **Contract**, or any right, benefit, obligation, liability or interest under the **Contract**, without the prior written consent of the other party.
- 22.5** Unless expressly stated otherwise elsewhere in the **Contract**, none of the provisions of the **Contract**, or any entitlement, remedy, obligation or liability arising out of, or otherwise in connection with, the **Contract**, may be waived, discharged or released for any reason whatsoever except with the prior written consent of the parties.
- 22.6** The **Contract** is governed by, and is to be construed in accordance with, the laws of the State of Queensland in the Commonwealth of Australia.

- 22.7 If any provision of the **Contract** is void, voidable, unenforceable or illegal, or has the effect of making another provision of the **Contract** void, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from the **Contract** without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) which continue to have effect.
- 22.8 If there is more than one person named as the **Owner** under the **Contract**, their obligations and liabilities are joint and several.
- 22.9 The **Contract** may be executed in counterparts. A counterpart may be a copy of the **Contract** printed from a facsimile or email transmission. All counterparts together are taken to constitute one instrument and will not be binding until executed counterparts are exchanged. A copy of the **Contract** which has been executed by a party may be relied upon by a party to the same extent as if it was an original of the **Contract** executed by the party.
- 22.10 The parties acknowledge that the period covered by the **Christmas Shutdown** are not working days for the **Contractor** unless otherwise agreed.
- 22.11 If the time for making any payment or doing any other act required or permitted by the **Contract** falls on a **Day** which is not a **Business Day**, then the time for making the payment or doing the act is deemed to be the next **Business Day**.
- 23 **SPECIAL CONDITIONS**
- 23.1 Any special conditions set out in Item 16 of the **Schedule** form part of the **Contract**. The special conditions prevail over these general conditions to the extent of any inconsistency.

GENERAL NOTES

- THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANT DRAWINGS, SPECIFICATIONS, & OTHER WRITTEN INSTRUCTIONS ISSUED DURING THE COURSE OF THE CONTRACT. REFER ALL DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH WORK
- ALL DIMENSION FOR SETTING OUT OR FABRICATION WORKS SHALL BE VERIFIED BY THE CONTRACTOR. ENGINEERS DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONS.
- UNLESS NOTED OTHERWISE (U.N.O) ALL DIMENSIONS ARE IN MILLIMETRES AND ALL LEVELS ARE IN METRES
- DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITIONS & ENSURING NO PART SHALL BE OVERSTRESSED. THE CONTRACTOR SHALL SUPPLY ALL TEMPORARY PROPPING & BRACING AS REQUIRED, INCLUDING TEMPORARY SUPPORT FOR EXCAVATIONS.
- NO SUBSTITUTIONS FOR ITEMS, MATERIALS OR SIZES SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER
- DETAILS SHOWN ON DRAWINGS ARE TYPICAL AND DO NOT COVER ALL DETAILS. IT IS EXPECTED WORKS ARE CARRIED OUT BY A SUITABLY EXPERIENCE/ QUALIFIED PERSON. IF FURTHER DETAILS ARE REQUIRED, CONTACT ENGINEER.
- ALL MATERIALS & WORKMANSHIP SHALL BE IN ACCORDANCE WITH RELEVANT CURRENT AUSTRALIAN STANDARD CODES AND WITH THE NATIONAL CONSTRUCTION CODE (NCC)

LOAD CRITERIA

- IMPORTANCE LEVEL 2 WITH 50 YEAR DESIGN WORKING LIFE IN ACCORDANCE WITH NCC 2019 & AS1170.0:2002

LIVE LOADING TO AS1170.1:2002;

FLOOR USE	LIVE LOAD (kPa)	S.I. DEAD LOAD (kPa)
GENERAL	1.5	1.0
BALCONY & DECKS	2.0	0.5
DRIVEWAY	5.0	0.5

WIND LOADING TO AS4055:2021;

REGION	TERRAIN CAT.	WIND CLASS	ULT - V_u	SERV. - V_s
B	2	N3	50.0 m/s	32.0 m/s

EARTHQUAKE LOADING TO AS1170.4:2007;

- RESIDENTIAL STRUCTURE (CLASS 1A OR 1B) IN ACCORDANCE WITH:
- APPENDIX A - HEIGHT <8.5m
- E.D.C 1 - HEIGHT >8.5m

SITE PREP. & FOUNDATIONS

FOOTINGS & PIERS

- FOOTINGS & SLABS HAVE BEEN DESIGN WITH THE FOLLOWING SOIL CONDITIONS

FOUNDING SOIL	MIN. BEARING CAPACITY	SITE CLASS
STIFF CLAY	100 kPa	N/A

- FOOTINGS SHALL BE PLACED CENTRALLY UNDER WALLS & COLUMNS UNLESS NOTED OTHERWISE
- ALL EDGE BEAMS ARE TO BE CONSTRUCTED ON FOUNDING SOIL OR CONTROLLED FILL (BUT NO ROLLED FILL)

ALL INTERNAL BEAMS & SLAB ARE TO BE CONSTRUCTED ON FOUNDING SOIL, CONTROLLED FILL OR ROLLED FILL

- THE BASE OF ALL FOOTINGS SHALL BE FREE OF ALL LOOSE MATERIAL, MUD AND WATER

- FOOTINGS SHALL BE CONSTRUCTED & BACKFILLED AS SOON AS POSSIBLE FOLLOWING EXCAVATION TO AVOID GROUND SOFTENING/ DRYING OUT

- ALL OVER EXCAVATIONS AROUND FOOTING SHALL BE FILLED WITH CONCRETE OF THE SAME GRADE AS FOOTINGS.

- FOOTINGS DEPTHS ARE PROVISIONAL ONLY, SUBJECT TO ACTUAL SITE CONDITIONS & ENGINEERS APPROVAL

- IF ANY SERVICE TRENCH IS LOCATED HORIZONTALLY WITHIN A DISTANCE OF 1xFOOTING DEPTH TO ANY FOOTING THE FOUNDING DEPTH SHALL BE TAKEN BELOW DEPTH OF SERVICE TRENCH

CONCRETE

- ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH AS3600:2018

- CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES:

ELEMENT	GRADE	SLUMP	MAX AGG SIZE
PIERS & FOOTINGS	25	100	20
SLAB ON GROUND	25	80	20

- ALL CONCRETE SHALL BE SUPPLIED & TESTED BY CONCRETE BATCHING PLANT IN ACCORDANCE WITH AS1379:2007.

- SITE EXPOSURE IN ACCORDANCE WITH AS 3600:2018; NEAR COSTAL, 1.0-50.0km FROM ANY COASTLINE.

THEREFORE CONCRETE EXPOSURE IS:

- A1 - ALL INTERIOR SURFACES & SURFACES IN CONTACT WITH SOIL
- B1 - ALL EXTERIOR SURFACES

- MINIMUM COVER TO REINFORCEMENT SHALL BE:

ELEMENT	TOP	BTM	SIDE
PIERS & FOOTINGS		40	
INTERIOR - SLAB ON GROUND	20	-	40
EXTERIOR - SLAB ON GROUND	40	-	40

- ADMITTURES SHALL NOT BE USED WITHOUT WRITTEN APPROVAL BY STRUCTURAL ENGINEER

- SLURRY USED TO LUBRICATE CONCRETE PUMPS SHALL NOT BE PUMPED INTO ANY STRUCTURAL MEMBER

- WATER SHALL NOT BE ADDED ON-SITE TO INCREASE SLUMP TO A VALUE IN EXCESS OF SPECIFIED VALUE (REFER CONCRETE NOTE 2)

- ALL CONCRETE SHALL BE MECHANICALLY VIBRATED DURING PLACEMENT

- FREE FALL OF CONCRETE DURING POUR TO BE LIMITED TO A MAX OF 3.0m. UNLESS METHOD OF PLACEMENT HAS BEEN APPROVED BY ENGINEER

- CONCRETE SHALL BE CURED:

- INTERIOR SURFACE - 3 DAYS
- EXTERNAL SURFACE - 7 DAYS

CURING SHALL COMMENCE IMMEDIATELY AFTER FINISHING BY COVERING WITH PLASTIC SHEETING. SPRAYING WITH AN APPROVED CURING COMPOUND (COMPLYING WITH AS3799) OR PONDING WATER ON THE TOP SURFACE

- IN HOT &/OR WINDY WEATHER (>28°C) APPLY ALIPHATIC ALCOHOL TO ANY SLABS WITH AN EXPOSED FINISH. THIS WILL MINIMISE SURFACE CRACKING & MOISTURE LOSS

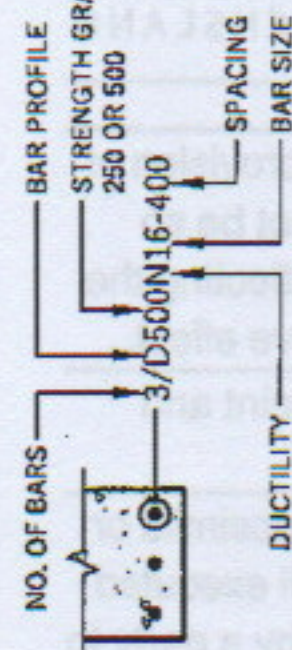
- SIZE OF CONCRETE ELEMENTS SHOWN DO NOT INCLUDE THICKNESS OF APPLIED FINISHES

- WHERE NOT SHOWN, CONSTRUCTIONS JOINTS SHALL BE LOCATED TO THE APPROVAL OF THE STRUCTURAL ENGINEER

REINFORCEMENT

- ALL REINFORCEMENT MATERIAL & SPECIFICATION IN ACCORDANCE WITH AS/NZS 4671:2019

- HOW TO READ OUR DRAWINGS:



- BAR PROFILES

R	PLAIN ROUND BAR	L	LOW DUCTILITY
D	DEFORMED RIBBED BAR	N	NORMAL DUCTILITY
I	DEFORMED INDENTED BAR	E	EARTHQUAKE DUCTILITY

- ADDITIONAL REINFORCEMENT SYMBOLS

S	SQUARE MESH	EXAMPLE: S182 MESH
R	RECTANGULAR MESH	EXAMPLE: RL1018 MESH
TM	TRENCH MESH	EXAMPLE: 3-L11TM

- UNLESS NOTED OTHERWISE ALL BARS SHALL BE GRADE D500N & ALL MESH GRADE 500L

- REINFORCEMENT IS SHOWN DIAGRAMMATICALLY & NOT NECESSARILY SHOWN IN TRUE PROJECT OR SCALE

REINFORCEMENT BARS MAY BE SCALED IF NOT DIMENSIONED, REFER ALSO TO DETAILS.
TOLERANCE -100, +200.

- SITE BENDING OF BARS SHALL BE DONE WITHOUT HEATING, USING MECHANICAL BENDING TOOLS

- WELDING OF REINFORCEMENT NOT PERMITTED UNLESS SHOWN ON DRAWINGS OR APPROVED BY STRUCTURAL ENGINEER

- SPLICES IN REINFORCEMENT SHALL BE MADE ONLY AS SHOWN ON DRAWINGS OR WITH WRITTEN APPROVAL OF STRUCTURAL ENGINEER

- UNLESS NOTED OTHERWISE BAR LAPS SHALL BE AS FOLLOWS

N12	N16	N20	N24	N28	N32
500	700	900	1100	1300	1500

- REINFORCEMENT SHALL BE SUPPORTED IN ITS CORRECT POSITION DURING CONCRETING BY PLASTIC BAR CHAIRS AT 800 CRS.

BAR CHAIRS SHALL BE IN ACCORDANCE WITH AS/NZS 2424:2015 AND SHALL BE:

- GRADE 120 (120kg) FOR: N12-N24 BARS
- GRADE 200 (200kg) FOR: N28-N32 BARS

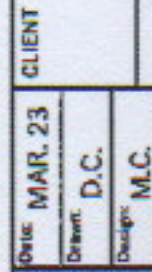
- ENGINEER SHALL BE GIVEN 48 HOURS NOTICE FOR REINFORCEMENT INSPECTIONS & CONCRETE SHALL NOT BE ORDERED UNTIL APPROVAL IS GIVEN



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PROJECT
RETAINING WALL RECTIFICATION WORKS AT
90 HARCOURT STREET, NEW FARM QLD 4005

PROJECT NO.
S5096

STRUCTURAL NOTES

DRAWING NO.
SN1

REV.
01

REINFORCED BLOCKWORK

1. ALL MATERIAL & WORKMANSHIP SHALL BE IN ACCORDANCE WITH AS 3700:2018
2. BLOCK, MORTAR & GROUT SHALL HAVE THE FOLLOWING PROPERTIES
- 2.1. BLOCK - HOLLOW CONCRETE UNITS
- 350 LONG x 150 WIDE x 150 HIGH OR AS NOTED
- COMPRESSIVE STRENGTH, f_{cu} = 15MPa
- EXPOSURE CLASS = GENERAL PURPOSE
- 2.2. MORTAR - CLASS M3
- C1: L1: S6 - NO BRICKIES LOAM ALLOWED
- WATER THICKENER MAY OPTIONALLY BE USED
- 2.3. GROUT - 28 DAY COMPRESSIVE STRENGTH, f_c = 20MPa
- MAX. AGGREGATE SIZE = 10mm
- SLUMP = 230 ± 25
3. SITE EXPOSURE IN ACCORDANCE WITH AS 3700:2018: NEAR COSTAL, 1.0-50.0km FROM ANY COASTLINE
4. BLOCKS SHALL BE FACE-SHELL BEDDED & ALL CORES SHALL BE GROUTED
5. CLEAN-OUT BLOCKS SHALL BE PROVIDED TO WALLS OVER 600 HIGH
6. NO RAKING OF MORTAR JOINTS, JOINTS MAY BE TOOLED 3mm MAX.
7. CONSTRUCTION JOINTS SHALL BE INSTALLED A 12.0m MAX. TO ALL FULLY REINFORCED BLOCK WALLS
8. BLOCK WALLS SHALL HAVE MINIMUM REINFORCEMENT OF N12 BARS AT 400 CENTRES, EACH WAY, UNLESS NOTED OTHERWISE
9. MINIMUM COVER TO REINFORCEMENT SHALL BE:
NOTE: COVER IS MEASURED FROM EXTERNAL FACE OF MASONRY

ELEMENT	COVER
INTERNAL WALLS	40
EXTERNAL WALLS	50
RETAINING WALLS/ WALLS IN CONTACT WITH GROUND	50

10. GROUT SHALL NOT BE ALLOWED TO FALL MORE THAN 3.0m DURING POUR

RETAINING WALL

1. ALL MATERIAL & WORKMANSHIP SHALL BE IN ACCORDANCE WITH AS 4578:2002
2. WALLS HAVE BEEN DESIGNED IN ACCORDANCE WITH TO A 60 YEAR DESIGN LIFE AND WALL CLASS 2 (MAX. 3.5m WALL HEIGHT)
6. FOOTINGS & PIERS SUPPORTING RETAINING WALLS SHALL BE FOUNDED IN MATERIAL AS SPECIFIED IN FOUNDATION NOTES, SUB SECTION - FOOTINGS & PIERS
7. MAXIMUM SLOPES NEXT TO WALLS SHALL BE:
- 7.1. BEHIND/ ABOVE WALL - 1V:10H
7.2. IN FRONT/ BELOW WALL - 1V:50H
7.3. OR AS NOTED ON DETAILS
8. ALL WALLS SHALL BE INSTALLED WITH FULL HEIGHT DRAINAGE:
- 8.1. 300 WIDE RECYCLED CONCRETE DRAINAGE AGGREGATE
8.2. A14 BIDIM - GEOTEXTILE WRAP OR APPROVED EQUIVALENT
8.3. 100Ø SLOTTED AGG. DRAIN, WITH 1:100 FALL TO OUTLET
9. ALL AGG. PIPES SHALL BE CONNECTED TO ROOF/STORMWATER DRAINAGE SYSTEM
- ALTERNATE SOLUTIONS MAY BE USED WITH WRITTEN PERMISSION BY STRUCTURAL ENGINEER
10. THE FOLLOWING HAVE NOT BEEN CONSIDERED IN DESIGN:
- 10.1. GLOBAL STABILITY - CONTRACTOR SHALL ENGAGE GEOTECHNICAL ENGINEER FOR GLOBAL STABILITY ASSESSMENT FOR ANY WALLS OVER 4.0m IN HEIGHT OR WITHIN A LANDSLIDE HAZARD ZONE
- 10.2. ADJACENT STRUCTURES - NO LOADS FROM ADJACENT STRUCTURES SHALL BE TRANSFERRED TO RETAINING WALL
- 10.3. CONSTRUCTION EQUIPMENT & HEAVY COMPACTION EQUIPMENT - SHALL BE KEPT A DISTANCE EQUAL TO WALL HEIGHT AWAY FROM THE BACK OF RETAINING WALL
- 10.4. HOUSES, SHEDS, TANKS, POOLS & RETAINING WALLS
- 10.5. MINIMUM REINFORCEMENT SHALL BE AS SPECIFIED ON DETAIL SHEETS, IF DETAIL IS NOT PROVIDED ON DRAWINGS - CALL THE ENGINEER
- 10.6. FOOTINGS & PIERS SUPPORTING RETAINING WALLS SHALL BE FOUNDED IN MATERIAL AS SPECIFIED IN FOUNDATION NOTES, SUB SECTION - FOOTINGS & PIERS
- 10.7. RETAINING WALL SHALL NOT BE BACKFILLED FOR A PERIOD OF 14 DAYS AFTER GROUTING OF BLOCK CORES
- 10.8. BLOCK RETAINING WALLS ASSOCIATED WITH HABITABLE AREAS SHALL BE WEATHERPROOF. EXTERNAL FACE SHALL BE TANKED WITH CROMMELIN BLACKSEAL HEAVY DUTY BITUMEN WATERPROOFING MEMBRANE OR AN APPROVED EQUIVALENT
- 10.9. ALL TANKING PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

BLOCK RETAINING WALL

11. BLOCK MORTAR, GROUT MATERIAL & WORKMANSHIP SHALL BE AS PER STRUCTURAL BLOCK WORK NOTES
12. MINIMUM REINFORCEMENT SHALL BE AS SPECIFIED ON DETAIL SHEETS, IF DETAIL IS NOT PROVIDED ON DRAWINGS - CALL THE ENGINEER
13. FOOTINGS & PIERS SUPPORTING RETAINING WALLS SHALL BE FOUNDED IN MATERIAL AS SPECIFIED IN FOUNDATION NOTES, SUB SECTION - FOOTINGS & PIERS
14. RETAINING WALL SHALL NOT BE BACKFILLED FOR A PERIOD OF 14 DAYS AFTER GROUTING OF BLOCK CORES
15. BLOCK RETAINING WALLS ASSOCIATED WITH HABITABLE AREAS SHALL BE WEATHERPROOF. EXTERNAL FACE SHALL BE TANKED WITH CROMMELIN BLACKSEAL HEAVY DUTY BITUMEN WATERPROOFING MEMBRANE OR AN APPROVED EQUIVALENT
16. ALL TANKING PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS



Structural Consulting Engineers
Residential, Commercial & Industrial
Investigation & Reporting



ENGINEERS AUSTRALIA
Professional Engineer
MANAGER

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54 Patrae Street, Banyo QLD 4014

DATE: MAR. 23
DRAWN: D.C.
CHECKED: M.C.

CLIENT

CORE4 SERVICES

PROJECT

RETAINING WALL RECTIFICATION WORKS AT
90 HARCOURT STREET, NEW FARM QLD 4005

PROJECT NO.

S5096

REV.

SN2

01

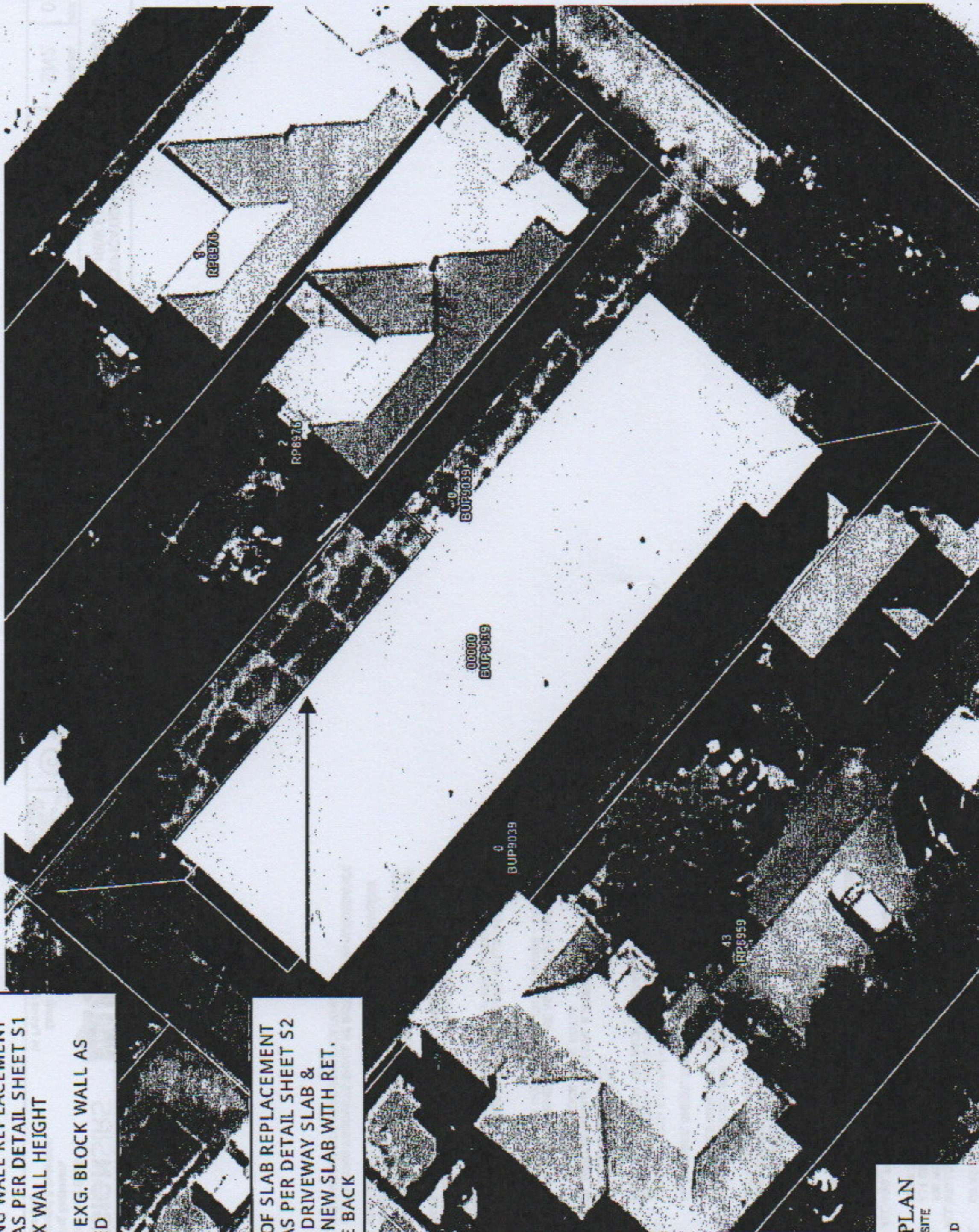
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MARKY CHILTS
RPEQ: 25423

RETAINING WALL REPLACEMENT
WORKS AS PER DETAIL SHEET S1
1.2m MAX WALL HEIGHT
REMOVE EXG. BLOCK WALL AS
REQUIRED

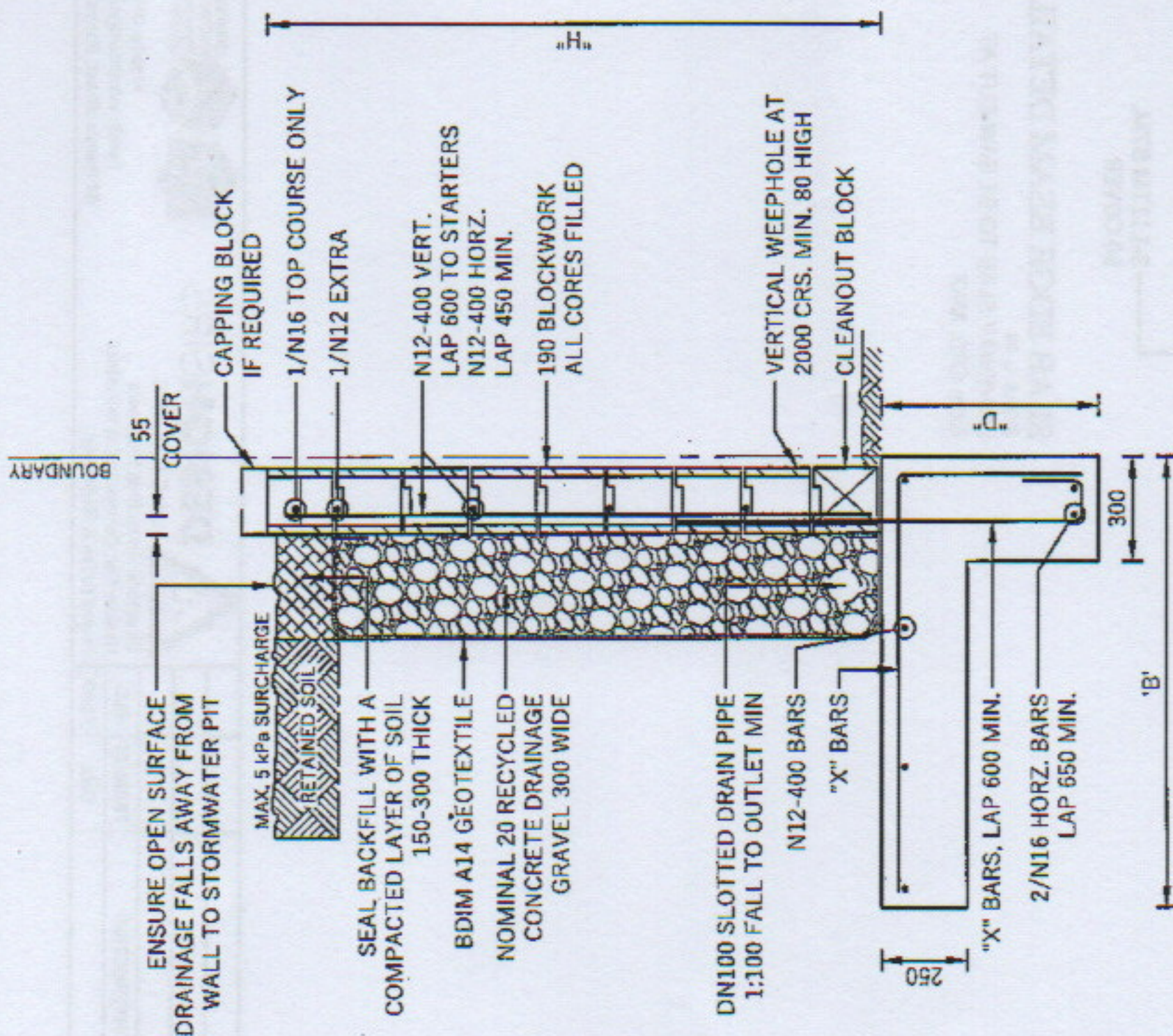
EXTENT OF SLAB REPLACEMENT
WORKS AS PER DETAIL SHEET S2
REMOVE DRIVEWAY SLAB &
INSTALL NEW SLAB WITH RET.
WALL TIE BACK



SITE RECTIFICATION WORKS SET-OUT PLAN

1. ALL RETAINING WALL HEIGHTS & SET-OUT ARE TO BE CONFIRMED ON-SITE WITH CLIENT/ OWNER
2. ALL SERVICES ARE SHOWN INDICATIVELY ONLY AND SHALL BE LOCATED AND PEGGED ON-SITE BEFORE CONSTRUCTION BEGINS

PROJECT NO.		S5096	
PROJECT		RETAINING WALL RECTIFICATION WORKS AT 90 HARCOURT STREET, NEW FARM QLD 4005	
DRAWING NO.		S0	
REV.		01	
CLIENT		CORE4 SERVICES	
DATE		MAR. 23	
DESIGNED		D.C.	
CHECKED		M.C.	
ENGINEERS		AUSTRALIA Professional Engineer MEMBER	
Mobile: 0437 859 236		Email: info@designsirs.com.au	
54 Patrea Street, Banyo QLD 4014		RPED 25483	
DESIGNSIRS		ENGINEERS	
Structural Consulting Engineers		Residential, Commercial & Industrial	
Investigation & Reporting		Date	
Date		29/03/23	
M.C.		Appd.	
ISSUED FOR CONSTRUCTION		Description:	
Rev.		01	



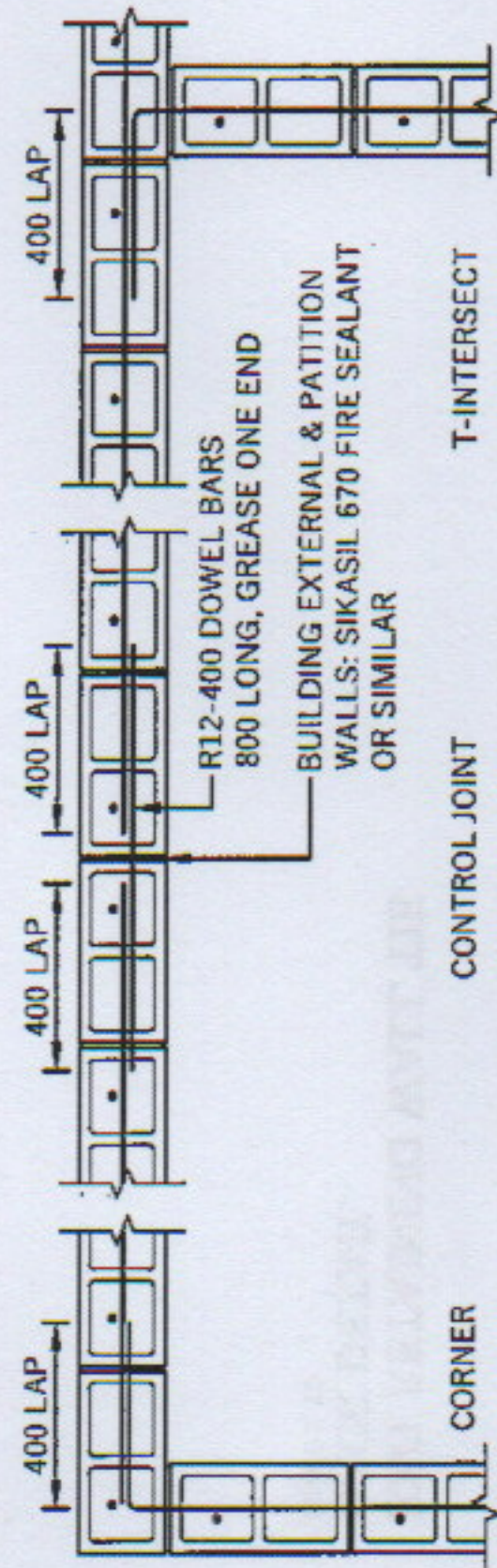
FOOTING & REINFORCEMENT SCHEDULE

WALL HEIGHT "H"	TOE WIDTH "B"	HEEL DEPTH "D"	"X" BARS
<500	400	400	N12-400
800	600	400	N12-400
1000	700	500	N12-400
1200	800	500	N12-400
1400	1000	600	N16-400
1600	1100	700	N16-400
1800	1300	700	N16-400
2000	1400	800	N20-400

RETAINING WALL DETAIL

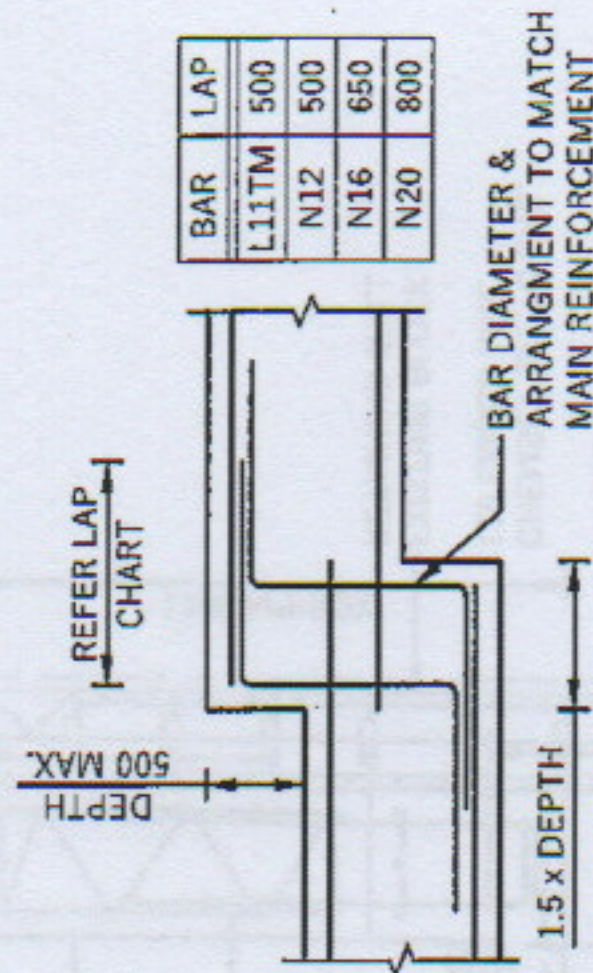
SCALE 1:20
 - BLOCK CONTROL JOINTS AT 6.0m CRS. MAX
 - ALL-STEEL COVER IN CONCRETE FOOTING TO BE 50 MIN.

BACKFILL WITH MATERIAL WON FROM SITE AS REQUIRED. COMPACTED IN 150 LAYERS MAX. WALL IS NOT TO BE BACKFILLED LESS THAN 10 DAY AFTER FOOTING POUR



BLOCKWORK TYPICAL CONNECTION DETAILS

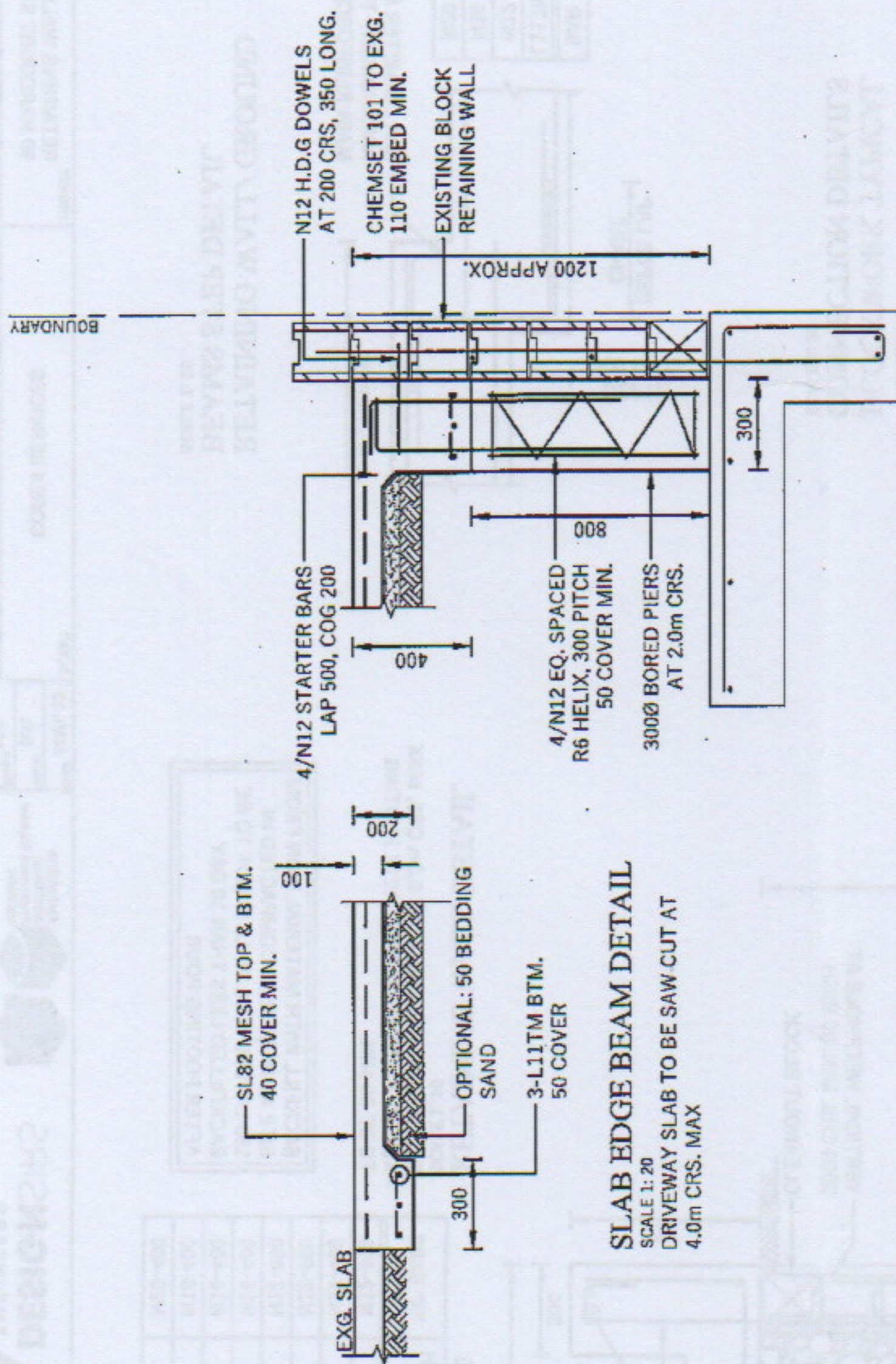
SCALE 1:20



RETAINING WALL/ GROUND BEAMS STEP DETAIL

SCALE 1:20

		PROJECT NO. S5096	
		PROJECT RETAINING WALL RECTIFICATION WORKS AT 90 HARCOURT STREET, NEW FARM QLD 4005	
		DRAWING NO. S1	
		REV. 01	
		TITLE DETAIL SHEET 1	
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		DATE MAR. 23 DESIGNED D.C. DRAWN M.C. CHECKED MARKED FOR ISSUE REF: 2403	
		CLIENT CORE4 SERVICES	
		ISSUED FOR CONSTRUCTION 29/03/23 M.C. Date Appd.	
		Rev. Description:	



EXG. RETAINING WALL TIE
BACK DETAIL
SCALE 1:20

SLAB EDGE BEAM DETAIL
SCALE 1:20
DRIVEWAY SLAB TO BE SAW CUT AT
4.0m CRS. MAX

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The Body Corporate for
Harcourt Lodge CTS 6266

Quote for: Quote - Retaining Wall & Concrete Drive

Submitted: 21st April 2023

CORE4 Your partners in smarter projects.



Core4 AUS – A member of the Core4 Group
1300 267 333
worksau@core4service.com
7/121 Newmarket Road, Windsor QLD 4059
core4service.com.au
ABN 34 118 244 965
License 1096827

Quotation #43465

Your Ref: Maree

Date: 21st April 2023

Body Corporate Services
The Body Corporate Pty Ltd
PO Box 466
TOOWONG, QLD 4066

Dear Maree,

On behalf of Core4, thank you for the opportunity to submit a proposal for Quote - Retaining Wall & Concrete Drive to be carried out at: Harcourt Lodge CTS 6266. Core4 values the opportunity to work with the body corporate.

We are pleased to provide the attached proposal, for a total price of **\$76,200.00 (GST exclusive)**.

This proposal outlines our approach, the methodology for the Scope of Works, costs, exclusions and qualifications.

Since Core4 was established in 2003, our Projects Division has built a strong reputation for high-quality, innovative solutions.

Our experienced team delivers **value for money for our partners**, working efficiently and responsibly to exceed expectations.

I would welcome the opportunity to talk further with you about our proposal or present it to the owners. Please feel free to contact me at 1300 267 333 and I look forward to hearing from you.

Yours sincerely

Bruce Davie
General Manager
P 0410 124 964
E bdavie@core4service.com



Your partners in smarter
projects



THE WAY WE WORK

1. Our Approach

1.1 Project Summary

Core4 will deliver the specified Scope of Works to a high standard, with the fee for our proposal including:

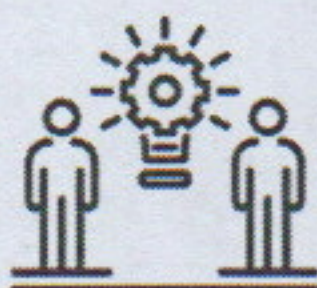
- One contact (Project Manager) for all your enquiries
- A nominated site supervisor to oversee quality and manage risk to occupants, visitors and workers
- Work Method Statement and Risk Assessment before starting
- All required insurances and licenses maintained
- Certification of Compliance as required
- Written Contract, with our standard terms and conditions available for your consideration at *Appendix 1*.

1.2 Why choose Core4?

When you work with Core4's Project Division, you choose an experienced team with proven success in completing, renovations, remedial works and refurbishments for occupied buildings. We deliver on time and within budget, using innovative technologies and processes that make life easier for you and your committee.

Core4 partners regularly with body corporates throughout South-East Queensland, so we place a strong value on our repeat business and referrals.

More information on Core4 is available in the About Core4 section below,
and on our website at www.core4service.com.au



2. PROJECT SCOPE OF WORKS

After our site inspection with the structural engineer we are pleased to provide a quote for partial replacement of concrete driveway at the complex with a curb system formed running entire length of driveway to divert water onto Harcourt Street.

This will include installing piers tied to the retaining wall to serve as a primary support to the slab as well as securing the retaining wall and avoiding replacement .

We are pleased to quote on the following:

- Replace the last 6 sections of driveway only
- Engage service locator
- Remove existing concrete
- Install piers 2M CRS adjacent to the retaining wall as per engineer specifications
- Install formwork and F72 mesh
- Supply and install 28Mpa concrete to approx. 110m2 tied into existing retaining wall and new piers
- Erect formwork against new and old retaining wall running length of driveway for curb system running approximately 45m
- Install of 12mm dowels to new and old part of driveway every 400mm running length of curb area
- Install of tie bar running on top of curb system
- Pour concrete to form curb system to redirect water approximately 45m long
- Dismantle formwork
- Seal curb system with a polyurethane sealant
- As per drawings, the rear section highlighted in green has failed and cannot be secured, we will need to remove this section of retaining wall and rebuild. This will trigger building permit and certification
- Demolition of approx 8 lineal metres of block retaining wall
- Relay new brick work using engineer design for footings tie in with concrete pier backfill as per design recommend a timber fence for the section in green to reduce weight and ongoing issues

Please Note:

- No allowance for service repairs
- No allowance for removal of hazardous materials
- No allowance for rock removal
- Access to driveway restricted or completely shut for majority of works
- Safety Exclusion zones to be erected in the driveway
- Falls on old driveway are governed by current levels so pooling may be present in this area

Our quotation to complete the above works: \$76,200.00

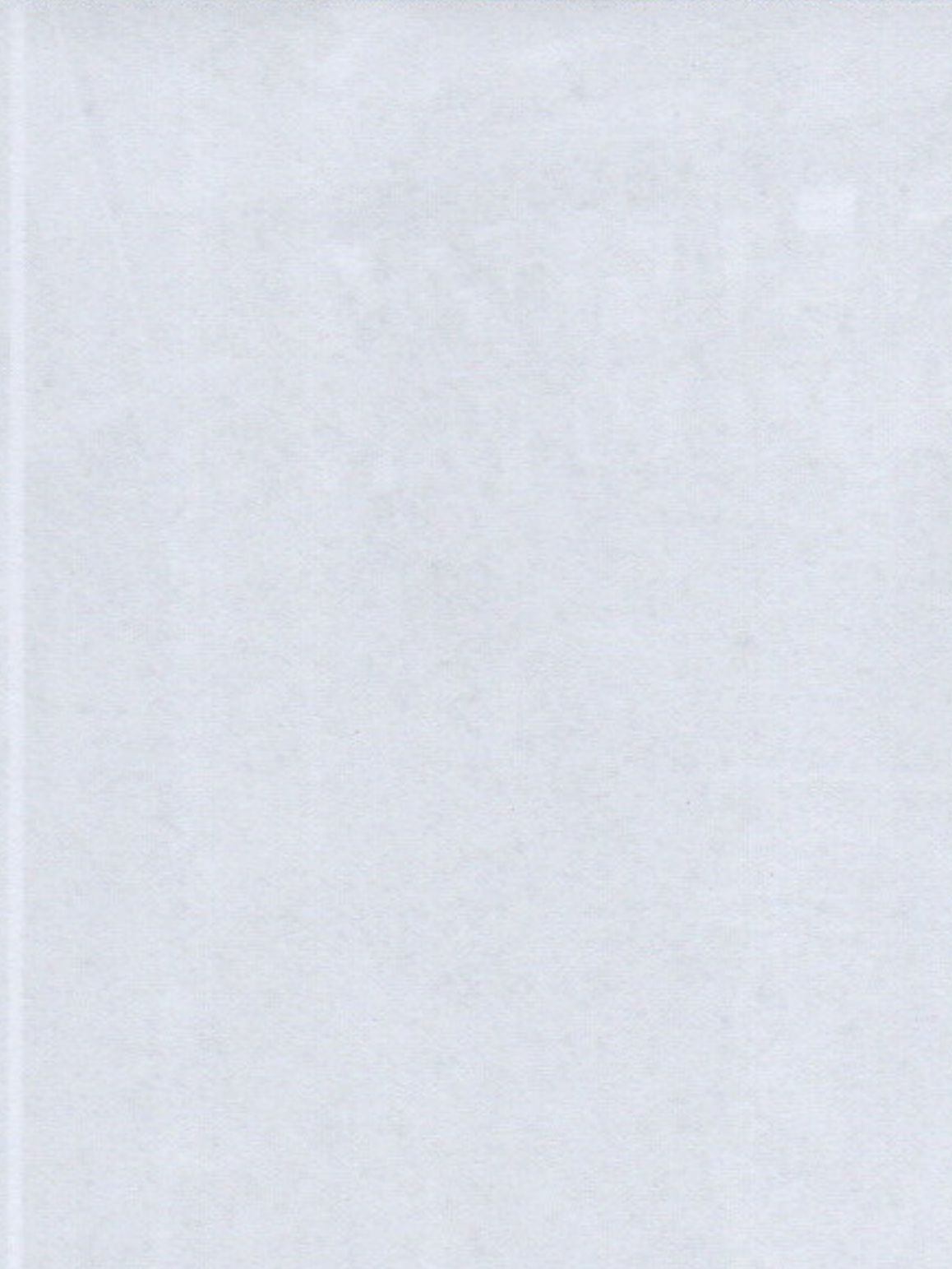
GST \$7,620.00

Total Price \$83,820.00



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3. CLARIFICATIONS

Please note the following assumptions, qualifications and exclusions.

Assumptions & Qualifications:

- Compliance: We assume the building is currently compliant with the Building Act, Building Regulations, relevant Australian Standards, current Workplace Health and Safety Guidelines.
- Latent Conditions may exist that could not be determined at the time of quoting. Upon discovery of such conditions, we will refer back to the owners for approvals before continuing.
- Product selection and warranty:
 - All products have been selected as specified unless otherwise noted. Where they have not been specified, we have allowed for medium to high-level finishes.
 - Manufacturer's warranties will be passed to the client upon completion.
 - Should a specified product not be available we will seek approval of a suitable replacement before purchasing.
- Warranty will only apply to works directly associated with Core4's work
- The above works have been quoted as one project, deleted items may affect the price of others.
- If required by the building act, the cost for site specific home warranty insurance will be added to the above quote.
- Supply of power and water for use in the construction process is to be provided by the body corporate.

Standard Exclusions:

- Fire isolations
- Allowances for Project-specific, Industry Long Service Leave
- No allowances for signage, other than statutory construction signage
- Asbestos or lead paint management
- Structural and make good works to structures unless stated above.
- Does not allow for repairs or upgrade to services and existing equipment
- Bin hire for general tenancy rubbish
- Retention
- Latent Conditions.

Want to get the most out of your renovation?
Our free, 12-point Body Corporate Renovation Guide will show you how.

[Get your free guide here](#)

“Core4: Your partners in
smarter projects”

4. ABOUT CORE4

Over the past 17 years, Core4 has built a reputation for premium property services across Australia and New Zealand. Every day, we work with large international clients and body corporates to maximise the value of their assets.

We deliver four core services:



PROJECTS

Core4 delivers comprehensive project management services for renovations, refurbishments, remedial and rectification.



SHOPFITTING

We deliver big box and small box retail shopfitting solutions across Australia and New Zealand.



MAINTENANCE

Core4 are available 24 hours a day, 7 days a week for commercial property maintenance across Australia and New Zealand.



FACILITY MANAGEMENT

Our facility management delivers a full turn key service. Our approach is proactive, cost-effective and tailored to client needs.

4.1 Insurances, Licenses & Certifications

Insurance	Policy Number	Expiry	Value
Contract Works	AP-134370	01/4/23	\$20,000,000
Profesional Indemnity	AU00042078-000	19/9/23	\$3,000,000
Workers Compensation	WCA070471750	30/06/23	Legislated
Certification	Number	Expiry	Class
QBCC	1096827	11/12/23	Builder – Open & Waterproofing
VCA	CCB-U 62985	19/6/24	Commercial Builder Unlimited
NZ BP	BP 134196	31/5/24	Carpentry
CM3	020489	3/5/24	OH&S/WHs
Pegasus	3000002980	19/6/23	Category 2
Master Builders	28342	31/10/23	Gold Class

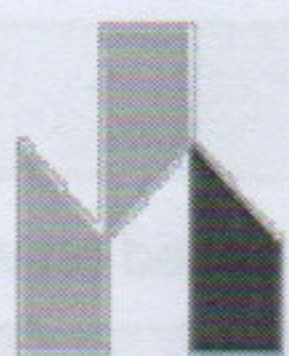
4.2 Core4 Memberships and Associations



GREENCAP ONLINE RISK SOLUTIONS



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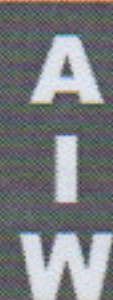
MASTER BUILDERS
AUSTRALIA



THE MARK OF
A PROFESSIONAL

ASOFIA

Australian Shop & Office Fitting
Industry Association Limited



Australian
Institute of
Waterproofing



Australian
Institute of
Management



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community
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APPENDIX 1

GENERAL TERMS AND CONDITIONS

Core4's General Terms and Conditions form part of the contract agreement should our quote be successful. These are available on our website by [clicking here](#).

A summary of the key terms and conditions follows.

Quotation Validity	45 days
Deposit	5%
Progress Claims	End of Month based on works completed
Payment due	7 days
Home Owners Warranty Insurance	To be added to the quoted amount
Interest on late payments	20% p.a.
Margin on Variations	20%
Retention	Nil
Liquidated Damages	Nil
Warranty	As per statutory requirements
Alternative contract if desired	Master Builders
Special Conditions	Nil

