

Example 1:

[Set out case heading]

SCOTT SCHEDULE (Order to Remedy Building Service- Workmanship/Contractual)

Applicant's Workmanship Claims		
Item No	Basis alleged faulty unsatisfactory or not proper or proficient	Respondent's Response
1.	Moisture ingress to rear garage wall due to failure to apply waterproof system consistently. See Building Consultant Report para 6.	Waterproofing system installed in accordance with Contract Drawings and Specifications. Respondent not responsible for design error.
2.	Water ingress to roof of garage due to failure to apply waterproof system consistently. See Building Consultant Report para 8.	Tiling by Owner of veranda above garage has compromised waterproofing system. Membrane applied as per specification. Owner's tiler observed removing membrane at N end due to difficulty in achieving required fall. Liability denied.
Applicant's Contractual Claims		
Item No	Basis of alleged contractual breach	Respondent's Response
1.	Eaves omitted from roof over main bedroom on S. Elevation contrary to Contract Drawing (DWG 7) and pitch to S elevation is 30 degrees rather than specified 27 degrees (DWG 7).	Eaves reduced as a result of Architect's instruction AI 23 to alter pitch on S elevation to 30 degrees to ensure ridge board continuous and aligned with roof above main living areas.
2.	Exterior wall paint is a different colour to that specified. Specification S22 Exterior walls Dulux pastel egg shell.	Colour applied in accordance with sample agreed on site. See Site Meeting Minutes 23.2.12.

Example 2:

[Set out case heading]

SCOTT SCHEDULE (Order for Costs to Remedy Building Service- Workmanship/Contractual)

Applicant's Workmanship Claims						
Item No	Basis alleged faulty unsatisfactory or not proper or proficient	Applicant's claimed Scope of Remedial Work	Applicant's Claim for Costs	Respondent's Response to Workmanship	Respondent's Response to Alleged Scope of Work	Respondent's Response to Costs Claimed
1.	Moisture ingress to rear garage wall due to failure to apply waterproof system consistently. See Building Consultant Report para 6.	Micro injection of water proofing material as per Quote ABC Co	Labour -16 hours Specialist Applicator - \$2640 Material: 20 Litres ABC Product - \$4400 (incl. GST) <u>\$7440</u>	Moisture ingress is admitted. Waterproofing system installed in accordance with Contract Drawings and Specifications. Respondent not responsible for design error. Liability denied.	Applicant's remedy is accepted as reasonable.	Cost not accepted as reasonable. See applicant's quotes from other specialist contractors ranging from \$4500 - \$6250 (all incl GST). Lowest quote accepted \$4500.
2.	Water ingress to roof of garage due to failure to apply waterproof system consistently. See Building Consultant Report para 8.	(a)Uplift tiling to concrete slab above garage. (b)Re-apply specified emulsion membrane over entire surface. (c) replace and re-lay tiling.	(a) uplift tiling Labourer – 7.5 hrs (incl. GST) \$412.50 (b) See Quote CDE Pty Ltd - Material 25 litres CDE product - \$880 Labour - 4hrs \$330 (incl. GST) \$1210 (c) See Quote FGH Co - Supply 56sqm \$6160 Labour - \$2532.50 (incl. GST) <u>\$8692.50</u>	Tiling by Owner of veranda above garage has compromised waterproofing system. Membrane applied as per specification. Owner's tiler observed removing membrane at N end due to difficulty in achieving required fall. Liability denied.	(a) Tiling needs only to be removed over area approximately 1 meter back from N edge (8 sq metres). (b) Emulsion membrane will need to be re-applied over approx 8sq meters only (c) If care is taken in removal and use is made of surplus tiles on site to cover for any breakage and wastage, no new tiles will be required.	(a) Due to care required accept labour cost for 1 day - \$412.50. (b) On reduced area accept material cost- 1/7th \$ 125 and labour say 1/2 hrs \$125 (incl. GST) <u>\$250</u>

						(c) Nil.	
Total workmanship costs claimed:			\$17,755	Total respondents assessed costs:			\$5,162.50

Applicant's Contractual Claims							
Item No	Basis alleged breach of contract	Applicant's claimed Scope of Remedial Work	Applicant's Claim for Costs	Respondent's Response to Workmanship	Respondent's Response to Alleged Scope of Work	Respondent's Response to Costs Claimed	
1.	Eaves omitted from roof over main bedroom on S. Elevation contrary to Contract Drawing (DWG 7) and pitch to S elevation is 30 degrees rather than specified 27 degrees (DWG 7).	(a) Remove roof sheeting from main bedroom roof and roof timbers. (b) Reconstruct roof timber framing and replace new roof sheeting so as to comply with contract.	See quote XYZ Co (a) Labour - 15 hrs \$825 (b)(i) to re-construct roof framing- labour - 30 hrs \$1650 (ii) - materials as detailed \$1320 (iii) labour to reinstall roof sheeting - 22.5 hrs \$1237.50 (iv) roof sheeting \$2200 (incl.GST) <u>\$7232.50</u>	Eaves reduced as a result of Architect's instruction AI 23 to alter pitch on S elevation to 30 degrees to ensure ridge board continuous and aligned with roof above main living areas. Liability denied.	Agreed but dispute is necessary.	Most roof sheeting should be capable of re-use if removed with care. Reduce this cost by 80% to \$440 as allowance for any necessary replacement. Remaining costs accepted but liability denied.	
2.	Exterior wall paint is a different colour to that specified. Specification S22 Exterior walls Dulux pastel egg shell.	Clean down walls, prepare and re-paint with 2 coats to comply with Contract	See quote A White Painters: Labour \$2750 Paint \$440 Scaffold Hire (2 weeks/\$125/day = 14x 125 = \$1750 (incl.GST) <u>\$4940</u>	Colour applied in accordance with sample agreed on site. See Site Meeting Minutes 23.2.12.	Agreed but dispute is necessary.	Costs not accepted. See other quotes provided to applicant ranging between \$2200 and \$3800 (incl. GST) all of which allow 7 days scaffolding hire. Accept costing of \$2200.	
Total contractual costs:			\$12,172.50	Total respondents assessed contractual costs:			\$7,652.50
Total workmanship and contractual costs:			\$29,927.50	Total respondent's assessed workmanship and contractual costs:			\$12,815.00