

# PART 1

## GENERAL SPECIFICATIONS

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SECTION A - SPECIAL CLAUSES.

Revision No.	Date	Affected Clause

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**PART 1 : GENERAL SPECIFICATIONS****1. SCOPE OF THE WORK**

The scope of this contract is to complete the construction requirements necessary to gain such releases from the Relevant Authorities as are necessary in order to subdivide the Site into separate titled allotments for sale. Completion of Works shall include completion satisfactory to the Superintendent and to the Relevant Authority which is to take over future care and maintenance of the Works at the expiry of the Defects Liability Period. The Contractor shall be responsible for the completion of his respective parts of the Works within the specified periods and by the scheduled dates in order for the Principal to achieve release of the allotments on program.

**2. DESCRIPTION OF WORKS**

This Contract comprises the execution generally of the following Works including supply of all labour and materials as specified for:-

- a. Road and Drainage Works

**3. CONDITIONS OF CONTRACT**

The Australian Standard General Conditions of Contract AS2124-1992 known as the "General Conditions" shall form part of this Contract.

**4. CONSTRUCTION PROGRAM**

Under the provision of Clause 33.2 of the General Conditions, the contractor is directed to submit a Construction Program within 14 days of Acceptance of tender. In preparing the Program, the Contractor shall take into consideration the order of Works and the requirements of the Relevant Authorities.

The Construction Program shall form part of the Contract Documents and any failure by the Contractor to complete sections of the Work in accordance with the Program shall be considered a default by the Contractor to be dealt with under Clause 44.2(b) of the General Conditions.

**5. MONTHLY CASH FLOW**

In conjunction with providing a Construction Program, the Contractor shall provide the Superintendent with an estimated monthly cash flow diagram. The information is required by the Principal to program all progress payments for the Works of this Contract.

**6. SUBCONTRACTING**

The Contractor shall submit copies of agreements entered into with the Subcontractors. Such agreements shall verify that the Subcontractors are fully aware of the specification covering the section of the work they are employed to carry out. In any case, the Contractor shall be fully responsible for the manner in which the work is carried out, and for the accuracy and finish of the work.

The Contractor shall satisfy the Engineer that every Subcontractor employed has the necessary equipment and tools to carry out all phases of the work so subcontracted.

Prior to final payment, the Contractor shall satisfy the Engineer that all Subcontractors have been paid.

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**7. LUMP SUM CONTRACT/SCHEDULE OF PRICES\***

The Contract shall be a Lump Sum Contract. In accordance with Clause 4.1 of the General Conditions, the Schedule of Prices (Bill of Quantities) shall form part of the Contract to the extent provided for in the Contract.

The extent to which the Schedule of Prices shall form part of the Contract shall be limited to be the basis for calculation of progress claims and Contract variations.

The Schedule of Prices supplied by the Principal is a guide only to the Tenderers who shall check the quantities, correct any errors, enter the rates and the product of the final sums to the Schedule of Prices Summary.

\* Strikeout whichever is not applicable.

The quantities, rates, products, totals and grand total shall be deemed to include all Work specified and/or inferred to complete the Contract.

Quantities provided by the Principal shall be considered to have been checked by the Contractor. Any errors or omissions discovered after acceptance of the Tender shall be treated in accordance with Clause 3.3.(a) of the General Conditions. The Tenderers shall advise the Superintendent during the tender period of any errors or omissions in the Schedule of Price.

**8. POSSESSION OF SITE**

Possession of Site may be granted separately for each Stage where this is appropriate.

**9. SITE ACCESS**

Site Access shall be restricted to that shown on the construction drawings or as otherwise authorised by the superintendent.

**10. CONTRACTOR'S OFFICES, SHEDS, STORES & TEMPORARY INSTALLATIONS**

The Contractor shall provide and maintain all such offices, sheds and stores as are necessary for the execution of the Works. Before starting Work on the Site the Contractor shall submit to the Superintendent for his approval, plans showing the proposed positions of all site offices, ancillary buildings and topsoil stockpiles and other temporary structures and installations which the Contractor proposes to provide for the construction of the Works. Such plans may be amended from time to time, subject to the approval of the Superintendent, before Work is commenced on any particular item. Such approval shall not relieve the Contractor of any of his responsibilities in connection with the Works.

**11. STRUCTURES AND SERVICE LOCATIONS**

The location of various underground and overhead structures and services and other property where shown on the drawings, and dimensions of such where given are believed to be correct but do not purport to be absolutely so. They have been plotted for the information of the Contractor, but information so given is not to be construed as representation that such structures, services, or other property will be found or encountered as plotted, or that such information is complete or accurate.

The Contractor shall satisfy himself by such means as he shall consider proper as to the location of all structures or services or other property that may be encountered in the performance of the Contract.

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**12. FIELD ASSISTANCE**

The Contractor shall provide a person to assist with the checking and surveying of "constructed works" during the course of the Contract, as may be required by the Superintendent.

**13. DEFECTS LIABILITY & MAINTENANCE PERIOD**

Clause 37 of the General Conditions refers to a Defects Liability Period.

The Relevant Authorities require, in addition to the responsibilities of the Contractor under Clause 37 of the General Conditions, Maintenance Works as specified.

The Defects Liability Period shall be concurrent with the Maintenance Period as specified and shall continue until such time as the Relevant Authorities certify that the Separable Portions of the Works have been taken over and the period shall not be less than the following:-

- (a) Road and Drainage Works - three (3) months / six (6) months\*.

\*Strikeout whichever is not applicable.

**14. PRACTICAL COMPLETION**

In addition to the provisions of Clauses 35.2 and 35.3 of the General Conditions, a Certificate of Practical Completion shall NOT be issued until the relevant Authorities certify in writing that the Separable Portions of the Works have been released into the Maintenance Period.

**15. FINAL CERTIFICATE****15.1 CLEARANCE FROM RELEVANT AUTHORITIES**

In addition to the provisions of Clause 42.8 of the General Conditions, a Final Certificate shall NOT be issued until all the Relevant Authorities certify in writing that they have taken over future care and maintenance of the Works.

**15.2 CLEARANCE FROM THIRD PARTIES**

Certificates shall be provided seven (7) days prior to the expiry of the maintenance period by the Contractor from all parties affected by the Contract Works.

From all private property owners whose property has been entered or affected a Certificate signed by the owner shall be provided as evidence that all surfaces, paved or otherwise, fences, and other structures disturbed have been restored to the satisfaction of such property owner and that any claims for damages due to the carrying out of the Works have been settled.

**15.3 CLEARANCE FROM THE COUNCIL**

A similar certificate shall be provided by the Contractor from all Authorities whose Works or property has been affected by the Carrying out of the contract Works including certification from the Council that existing streets and roads affected have been restored to his satisfaction.

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**16. INSURANCE**

In accordance with the provisions of the General Conditions the contractor's insurance provided shall:-

- i) Specifically indemnify the Principal and the Superintendent against Liability. and in addition
- ii) Specifically provide indemnity against damage caused by vibration.

The Contractor is required to provide to the Superintendent satisfactory evidence of the specified insurances as soon as possible after acceptance of Tender. Possession of the Site may be withheld at the discretion of the Superintendent without penalty to the Principal subject to the provision of such satisfactory evidence.

**17. RELEVANT AUTHORITIES SERVICES****17.1 GENERAL**

The Principal has arranged for the installation of the following services:

- Gas reticulation mains
- Electricity supply
- Telephone services
- Sewer reticulation
- Water reticulation

It is an essential part of the construction program to install all the services to enable the Principal to obtain the necessary clearance from the Responsible Authorities to secure release of subdivision at the Titles Office prior to commencing sales of allotments.

The Contractor shall be required to attend all Site meetings arranged by the Superintendent to co-ordinate the installation of the services within the Works Site. Any Works of the Contractor which are essential for the installation of the services shall be completed by the scheduled dates.

The Road Contractor shall be responsible for co-ordinating and arranging the installation of the services in accordance with the Works programme.

The Principal cannot guarantee the performance of the Service Authorities to install the services by the scheduled date.