

PART L01
LANDSCAPE GENERAL

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1. GENERAL

- .1 **"Deleterious Material"** means any material including roots, stones and building debris exceeding 50 mm in diameter.
- .2 **"Separable Portion"** means a portion of the work described as a Separable Portion.
- .3 **"Provisional Work"** means those that the Principal does not guarantee will be included in the Contract.
- .4 **"Hold Point"** means an identified point in a work-related process, beyond which the subsequent activity cannot proceed without release of the Hold Point.
- .5 The following abbreviations may be used throughout the Contract Documents:

AS	Australian Standard (includes joint NZ and/or ISO standards)
DPTI	Department of Planning, Transport and Infrastructure
SA Water	SA Water Corporation
Telstra	Telstra Corporation Ltd

- .6 Unless stated otherwise, a reference to a document (such as an Australian Standard) is a reference to the edition current at the date of closing of tenders.
- .7 The Superintendent is authorised to act on behalf of the Principal in this Specification.

2. NON-CONFORMING OR DEFECTIVE WORK

- .1 The Principal, acting reasonably, may make a determination whether non-conforming or defective work is due to site conditions or the Contractor's failure to comply with the Specification. Any notifications or approvals required in the Specification must be forwarded to, or obtained from, the Principal.
- .2 At the sole discretion of the Principal, non-complying work from the Contractor may be accepted.

3. REVIEWING OF PRE-QUALIFICATION STATUS

- .1 The Principal reserves the right to rescind or reduce the pre-qualification status of the Contractor based on the Contractor's compliance with the requirements of this Contract.

4. REPAIR OR REPLACEMENT

- .1 Damaged or non-complying work must be rectified (by either repair or replacement) by the Contractor.
- .2 Where rectification is necessary due to the Contractor's non-compliance with the Specification or professional negligence, such work (including supply of plants or seed) will be at the Contractor's expense.
- .3 Where rectification is necessary because of vandalism and the Contractor has complied with the requirements of the Specification, such work (including supply of plants or seed) will be at the Principal's expense.

5. CO-ORDINATION

- .1 The Contractor must co-ordinate the work under the Contract with the work of any other contractors if present on the site and must consult and co-operate with the Principal and other contractors in this respect.

6. CONTRACTOR'S SITE REPRESENTATIVE

- .1 The Contractor must personally superintend the execution of the work under the Contract or, at all times during which any activities relating to the execution of the work under the Contract are taking place, have a competent representative present on the site and, if required by the Principal, at other places at which activities relating to the execution of the work under the Contract are taking place. The Contractor's Site Representative must have the authority to make decisions on behalf of the Contractor.

7. SITE MEETINGS

- .1 The Principal may arrange for regular meetings to be held between the Principal, the Contractor's Site Representative, appropriate subcontractors and any other persons the Principal may nominate to be present. The purpose of these meetings is to assist in attaining full co-operation between all concerned on the job as well as checking progress of the work and providing the opportunity for general discussion.
- .2 The Contractor's Site Representative is deemed to have the power to bind the Contractor in any agreement made at the meeting and documented in the minutes. The Principal will arrange for minutes of site meetings to be recorded. A copy of the minutes will be forwarded to all parties not later than 7 days after each meeting.
- .3 If a party does not accept any aspect of the minutes as being a reasonable record of the meeting then that party must advise the Principal within 5 working days of receipt of the minutes of the proposed changes required to be made in order to achieve a reasonable record of the meeting. The Contractor and the Principal must sign the minutes for confirmation.

8. WORKING DAYS AND HOURS OF WORK

- .1 If a schedule "Working Time" forms part of this Contract, ordinary working days and customary working hours will be those nominated on this schedule. The Contractor must not work more than one shift per day exceeding 10 hours duration and must not work on Sundays or public holidays without the prior approval of the Principal.

9. RATES AND LUMP SUMS

- .1 Lump Sums and the rates and amounts in a Schedule of Rates or Schedule of Prices are deemed to include the cost of all:
 - (a) profit and overheads;
 - (b) works, services, minor items and incidentals associated with or necessary for the proper execution of the work under the Contract whether or not such items are specifically referred to in the Contract; and
 - (c) survey, inspection, measuring and testing necessary to demonstrate compliance with the Specification.

- .2 If a Provisional Sum or Provisional Item is included in the Contract, it will not itself be payable by the Principal unless, at the direction of the Principal, the work or item to which the Provisional Sum or Item relates is performed or supplied by the Contractor.

10. LICENCE REQUIREMENTS

- .1 Where required by the Building Work Contractors Act 1995, the Contractor must hold an appropriate Builders Licence.
- .2 Where appropriate, a Pest Control Operators or Technicians Certificate must be held by employees undertaking pest control work.
- .3 Evidence of compliance with this Clause must be submitted to the Principal on request.

11. MATERIALS

Materials Supplied by the Principal

- .1 If materials are to be supplied by the Principal the Contractor must, in the presence of the Principal, inspect for conformance all items supplied by the Principal. The Contractor must issue the Principal with a receipt for these items and is responsible for their care thereafter.
- .2 All other materials must be supplied by the Contractor.

Proprietary Products

- .3 Where a proprietary product is specified in the Contract Documents, that product must be used in accordance with the manufacturer's instructions unless specified otherwise. Alternatives to specified products will be considered provided that sufficient information is submitted to the Principal for approval.

12. MANUFACTURER'S INSTRUCTIONS

- .1 Where specified within the Specification that work must be done in accordance with the "manufacturer's instructions" or the "manufacturer's recommended rates", the Contractor must supply the Principal with a copy of all documents provided by the manufacturer prior to commencement of all work requiring the use of such product. This shall constitute a **HOLD POINT**.

13. PROPRIETARY NAMES NOT TO BE DISPLAYED

- .1 Advertising markings and proprietary names of a permanent nature must not be applied to any component where these markings will be visible in the completed Works.

14. APPROVALS AND NOTICES

- .1 Unless stated otherwise, where this Contract requires the Contractor to seek approval or an acceptance, the Principal is responsible for the decision whether to grant the approval or acceptance. Where requested, the Contractor must provide evidence or supporting information to demonstrate that the use of any proprietary product or commencing any activity would not be detrimental to the quality or performance of the Works. The provision of an approval is at the sole discretion of the Principal.
- .2 A request for approval or acceptance shall constitute a **HOLD POINT**.
- .3 Granting of the approval or acceptance will not, in whole or in part, absolve the Contractor from responsibility for the satisfactory performance or execution of the work subject to the approval or acceptance. Where this Contract requires the Contractor to provide notice, samples, advice, plans, documentation, records, test results or other information, this must be provided to the Principal, unless stated otherwise. A joint inspection means an inspection with the Contractor and Principal present.

15. ADVICE OF ATTENDANCE AT SITE

- .1 At least 24 hours notice must be given to the Principal of when the Contractor will be on site to undertake any work under this Contract.

16. NOTIFICATION OF PROPERTY OCCUPIERS

- .1 The Principal will notify occupiers of properties abutting the site at which the work is to be carried out. It will detail the extent of work and program for commencement and completion. The Principal is responsible for advance notification to property owners where trees to be pruned are located on private property.
- .2 The Contractor's program of Works will be used as the basis for timing of this notification. The Contractor must door-knock daily and as required, the properties abutting the job site to advise residents of work that may impact upon private property and/or restrict access and egress to the property.
- .3 When entering private property for the purposes of notification of work or any other reason, the Contractor's employees, agents and subcontractors must identify themselves to the resident. Identification must be in the form of an I.D. badge or business card stating the persons name and employer. If this is not practical, the person must clearly state his/her name, employer and reason for entering the property.

17. CLEARANCES FROM LANDHOLDERS

- .1 The Contractor must use its best endeavours to obtain from all landholders whose properties have been affected by the Contractor or the Contractor's employees or agents, a written statement that the landholder's property has been left in a satisfactory condition.

18. RESTRICTIONS APPLYING AT THE SITE

- .1 The Contractor's operations must be confined to the areas shown on the Drawings that are to have landscape treatment. Council reserves must not be used as thoroughfares to the site unless permission is obtained from that Council. Driveways must be kept clear at all times.
- .2 Damage to the terrain caused by the Contractor's vehicles and operations must be made good by the Contractor. Physical disturbance to natural watercourses must be avoided. Suitable systemic non-residual herbicides which will not cause deleterious effect to aquatic fauna must be used in accordance with manufacturer's instructions.
- .3 If there is a risk that a site is infected with *Phytophthora*, works must not be conducted when the soil is wet. Footwear, tools and vehicles must be cleaned of soil before leaving the site. The Contractor must comply with DPTI Operational Instruction 21.3: Phytophthora (Dieback) Control, available from: <http://www.dpti.sa.gov.au/standards/environment>.

19. CONTROL OF FENCES AND GATES

- .1 The Contractor must maintain all fences affected by the Works in a condition equivalent to that existing at the Date of Acceptance of Tender for the duration of the Contract. Any temporary fences, gates and grids must be removed upon completion of the Works.

20. CONDITION OF SITE

- .1 At all times prior to Practical Completion, the Contract must keep the site in a neat and tidy condition and regularly dispose of waste, surplus material and litter (regardless of the source of the litter).
- .2 Prior to Practical Completion or any final inspection specified in the Contract, the Contractor must:
 - (a) completely clean-up the site;
 - (b) except where specified otherwise, reinstate all surfaces affected during construction to a state comparable with that which existed prior to the commencement of work; and
 - (c) remove machinery and all surplus equipment/materials.

21. HOLD POINTS

The following is a summary of Hold Points referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
12	Submission of manufacturer's instructions	1 working day

14	Request for approval	1 working day
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