

PART CH10M
MINOR CONSTRUCTION GENERAL PROVISIONS

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1. CONTRACTOR'S PROGRAM

- .1 Prior to the commencement of the work under the Contract, the Contractor shall prepare and submit a baseline Contractor's Program. At a minimum, the Contractor's Program shall include the following details:
 - (a) each item, activity or element of work under the Contract;
 - (b) dependencies between items or element of work;
 - (c) the minimum duration of each item or element of work under the Contract; and
 - (d) the critical path.
- .2 Each month the Contractor shall submit a revised Contractor's Program to the Principal. In addition, the Principal may direct that a revised Contractor's Program is required at any time, in which case the Contractor shall submit a revised program within 7 days of the direction.

2. CONSTRAINTS

- .1 This Specification contains requirements that will impose limitations on the Contractor's program and sequence of work.

3. CONTRACTOR'S PERSONNEL

- .1 Where minimum qualifications and / or experience requirements are specified for the Contractor's key personnel, the Contractor shall ensure that persons meeting those requirements are available to perform the Contractor's obligations under the Contract and are not replaced without the prior approval of the Principal.
- .2 The Contractor's Representative shall have the authority to make decisions on behalf of the Contractor.

4. CONTRACT MEETINGS

- .1 If requested by the Principal, the Contractor's Representative and key personnel shall attend meetings with the Principal. The Principal may request that appropriate subcontractors and any other persons the Principal may nominate to be present.
- .2 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.
- .3 The Principal may arrange for minutes of site meetings to be recorded. The minutes of the meeting shall not form part of the Contract and are for information only. If, at a meeting, the parties agree upon an amendment to the Contract or the Principal issues a direction, the amendment or direction shall be clearly identified as such and documented separately from the meeting minutes.

5. RECORDING OF ACTIVITIES

- .1 If requested by the Principal, the Contractor shall record plant and labour activities used each day on this Contract. The Principal may also photograph or video record work activities carried out by the Contractor and subcontractors.

6. PROPRIETARY PRODUCTS

- .1 Where a proprietary product is specified in the Contract, that product shall be used in accordance with the manufacturer's instructions unless specified otherwise. Where work is specified to be carried out "in accordance with the manufacturer's instructions", at least 2 working days prior to the use of the product, the Contractor shall provide 2 copies of all relevant instructions and performance criteria provided by the manufacturer. Provision of the instructions shall constitute a **HOLD POINT**.

7. DAMAGE FROM WATER

- .1 The Contractor:
 - (a) shall take all necessary precautions to prevent damage to the Works or the Site from the effects of water (which includes, where applicable, ensuring that excavations are free draining);
 - (b) unless specified otherwise, shall not obstruct any waterway, undertake dewatering or undertake any work which could lead to water causing damage to any property; and
 - (c) assumes responsibility for the repair of any damage to the Works due to water and bears the cost of any such repair.

8. CONTRACTOR'S WORK METHODS

- .1 The Contractor shall:
 - (a) construct the Works so to ensure that materials and the physical conditions at the Site do not become unsuitable or damaged by the Contractor's work methods or insufficient protective measures, and
 - (b) maintain the Works and the Site so as to prevent deterioration in material properties between testing or acceptance of the work and subsequent work commencing.
- .2 Additional payment will not be made where any additional work or additional materials are required:
 - (a) to comply with this Clause; or
 - (b) as a result of the Contractor's work methods.
- .3 If excavation is part of the work under the Contract and the Contractor excavates deeper or wider than the dimensions specified, the Contractor has no entitlement for payment for the additional excavation and / or additional materials used.

9. CONTROL OF FENCES AND GATES

- .1 The Contractor shall 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 shall be removed upon completion of the Works.

10. FIRE PREVENTION

- .1 The Contractor shall comply with the *Fire and Emergency Services Act 2005 (SA)*. If any of the work under Contract takes place during the Fire Danger Season, the Contractor's Quality Plan, Environmental Management Plan or Work Health and Safety Management Plan shall include procedures / instructions which address the following at a minimum:
 - (a) training of personnel;
 - (b) monitoring the declaration of Total Fire Ban days;
 - (c) liaising with the Country Fire Service, Metropolitan Fire Service and / or local council;
 - (d) applying for Schedule 10 permits if appropriate;
 - (e) implementing measures to identify and mitigate fire hazards;
 - (f) working on Total Fire Ban days;
 - (g) ensuring grinders, welders, chainsaws, grass trimmers, lawn mowers, slashers or similar equipment are only used in accordance with the requirements the Fire and Emergency Services Act;
 - (h) emergency response in the event of a fire; and
 - (i) all other relevant requirements the Fire and Emergency Services Act,
- .2 The Contractor shall:

- (a) ensure that any vehicle driven off road has a compliant exhaust system;
- (b) provide each work crew with appropriate extinguishers and firefighting equipment on Site;
- (c) notify the Principal if it intends to work on days of high fire danger;
- (d) provide the Principal with a copy of any Schedule 10 permit obtained for the work under the Contract;
- (e) ensure that any fire (where permitted under the Contract) complies with the requirements the Fire and Emergency Services Act; and
- (f) immediately notify the Principal in the event of any unplanned fire initiated at the Site.

11. INVOICING

- .1 The Contractor’s invoices shall clearly identify:
 - (a) the Purchase Order provided by the Principal;
 - (b) the Contract number and Contract title;
 - (c) the location and date/s of work; and
 - (d) clear, itemised details of all work requiring payment.
- .2 Invoices shall be submitted via one of the following methods:
 - (a) Post: PO Box 11027, Adelaide, 5001, or
 - (b) Email (attached as a PDF) to: APinvoices@sharedservices.sa.gov.au

12. HOLD POINTS

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

CLAUSE REF.	HOLD POINT	RESPONSE TIME
6.1	Manufacturer’s instructions	1 working day

13. VERIFICATION REQUIREMENTS AND RECORDS

- .1 The Contractor shall supply the following documentation to demonstrate that the requirements of this Part have been complied with and where appropriate, supply the documentation with the lot package.

CLAUSE REF.	SUBJECT	RECORD TO BE PROVIDED
5.1	Recording of Activities	Daily Diary Form