

**ANNEXURE to the Australian Standard
General Conditions of Contract AS4000 -1997**

PART B

This Annexure is attached to the General Conditions of Contract and shall be read as part of the Contract.

DELETED CLAUSES

Nil

AMENDED CLAUSES

The following Clauses have been amended and differ from the corresponding Clauses in AS 4000 - 1997:

Clause: 32

Add to the end of Clause 32 the following:

“The Contractor’s construction program shall commence on the Date of Acceptance of Tender and shall:

- (a) incorporate the following criteria:
 - i. the work under the Contract shall be broken down into activities of sufficient specificity to enable accurate assessment of progress and the effects of delays to be made;
 - ii. clearly defined critical paths shall be shown;
 - iii. relationships between activities shall be sufficient in number to clearly indicate the intended sequence of work and shall show all dependencies dictated by constructability and the availability of labour or equipment resources;
 - iv. deadlines for selections or approvals by the Superintendent or the Principal shall be shown;
 - v. approval dates required from Authorities;
 - vi. supply times for any essential materials and major items of plant;
 - vii. all on and off Site activities;
 - viii. testing requirements;
 - ix. inspection of the Works, preparation of a defects list and rectification of defects prior to practical completion;
 - x. quality assurance inspections and approvals prior to practical completion;
- (b) be revised by the Contractor at the Contractor’s own cost and expense and submitted to the Superintendent at monthly intervals or whenever the Contractor falls 7 days behind the construction program;
- (c) be in an electronic form approved by the Superintendent and issued in hard copy to the Superintendent;
- (d) be in such detail so as to advise the Superintendent of the details specified in this Clause 32;
- (e) as a minimum indicate early start and finish dates and the duration of the Contractor’s float;
- (f) incorporate a separate program for each separable portion of the Works;
- (g) be in sufficient detail to enable the Superintendent to integrate the work of others;
- (h) clearly demonstrate the Contractor’s ability to meet the Date for Practical Completion; and

The Contractor shall make available any documentation reasonably requested by the Superintendent relating to the Contractor’s construction program or the Contractor’s progress of the work under the Contract.

Despite any other provision of this Clause:

- (a) any program prepared or provided by the Contractor shall not be used as a construction program for the purposes of this clause until it has been approved by the Superintendent;

- (b) the Contractor shall not be entitled to any addition to the Contract Sum arising from a direction of the Superintendent under this clause unless the Contractor has notified the Superintendent that the direction will result in the Contractor incurring more cost (together with an estimate of that cost) within 7 days after receipt by the Contractor of the direction and before the Contractor gives effect to the direction;
- (c) the power of the Superintendent to require the Contractor to provide a construction program includes a power to require the provision of an updated construction program whenever the Superintendent requires after a change in the Date for Practical Completion or any circumstances affecting the progress of the work under the Contract;
- (d) the Contractor shall provide a construction program and any updated construction program at its own cost and expense; and
- (f) the construction program must show the dates by which, or the times within which the milestones set out in the Contract are to be carried out or completed."

The receipt, acceptance, review, approval or comment by the Superintendent of a construction program furnished by the Contractor does not:

 - i. relieve the Contractor from its liabilities or obligations, including without limitation the obligation to achieve Practical Completion by the Date for Practical Completion;
 - ii. evidence or constitute a direction by the Superintendent to accelerate, disrupt, prolong or vary any, or all, of the Works;
 - iii. affect the time for performance of the Principal's or the Superintendent's obligations."

ADDED CLAUSES

The following clauses have been added to those of AS 4000 – 1997:

36.5 Notice of Variations

If the Contractor considers that a direction by the Superintendent (including a direction to remedy or re-execute work or material which the Contractor considers complies with the Contract) is a variation even though it was not expressly identified as a variation to the work under the Contract by the Superintendent, then the Contractor must within 14 days of the receipt of the direction, notify the Superintendent of that view identifying the relevant direction and the reasons why the Contractor considers that the direction is a variation.

Within 14 days of receiving such a notice, the Superintendent shall confirm in writing whether or not the direction is a variation to the work under the Contract. If the Superintendent confirms that the direction is a variation to the work under the Contract, the variation will be valued under Clause 36.4.

Unless the Contractor gives the notice required under this Clause and:

- (a) the Superintendent confirms that the direction is a variation to the work under the Contract within 14 days of the Contractor's notice; or
- (b) the Contractor gives a prescribed notice under Clause 41 within 21 days of its first notice under this Clause,

the Contractor may not make a claim against the Principal in respect of the work the subject of the direction whether under the Contract or (insofar as is permitted by law) pursuant to any other principle of law."

44 Pre-start Meeting

The Contractor shall prior to commencing the Works on Site, attend the Pre-start Meeting to be held at the address of the Principal as stated in the Annexure Part A at a time and date nominated by the Principal and at that meeting shall satisfy the Superintendent of the:

- (a) payment of all insurances required by, and evidence of insurance policies strictly in accordance with the General Conditions of Contract;

- (c) payment of fees required pursuant to any Legislative Requirements (including but not limited to Workplace Health & Safety).

At this meeting the Contractor shall also present to the Superintendent (if required by the Superintendent):

- (d) the Construction Program and confirmation of the Date for Practical Completion;
- (e) the Contractor's Health and Safety Plan;
- (f) the Contractor's Environmental Management Plan; and
- (g) the Contractor's Project Quality Plan;

Such documents are submitted in accordance with the Contract. The meeting may also address the following matters:

- (h) construction and Site specific issues;
- (i) lines of communication and authority levels;
- (j) possession of Site;
- (k) frequency and venue of Site and other meetings;
- (l) progress payments; and
- (m) site induction/accreditation of employees of the Contractor who are to be engaged in the Works.

Until each of the above issues have been satisfactorily addressed and resolved to the Superintendent's satisfaction, possession of the Site shall not be given and the Contractor shall have no right to Claim as a consequence of being given possession of the Site.