**MW396-12 Conditions of Contract for Minor Works**

**PRELIMINARIES SPECIFICATION**

**1 General**

The specification and drawings shall be considered complementary and any item shown in one need not necessarily be repeated in the other. Any discrepancy is to be reported immediately to the Principal.

Work shall be carried out in accordance with the specification, drawings, schedules (if any), MW396-12 Conditions of Contract for Minor Works and shall be to the satisfaction of the Principal.

**3 Publicity**

Do not issue any information, publication, document or article for publication concerning the project in any media without prior approval of the Principal. Refer to the Principal any enquiries from any media concerning the project.

**4 Obvious Work**

When the specification and drawings do not contain any mention of minor items of work which, in the opinion of the Principal, are reasonably and obviously necessary for the satisfactory completion of the Works, such items shall be supplied and installed by the Contractor at no extra cost to the Principal.

**5 Proprietary Items**

The use of trade names and brand names in the specification is intended to indicate the performance characteristics of the subject product. Similar and equal products, approved by the Principal, may be used.

**7 Authorities**

The Contractor shall give all notices necessary for the execution of the Works in compliance with the requirements of SA Water, SA Health, ETSA Utilities and any other local authorities having jurisdiction over the work under the Contract. No services shall be disconnected without giving notice to the controlling authority concerned and the occupant of the premises.

**8 Water for Works**

The Contractor shall provide and maintain temporary facilities for the execution of the work under the Contract and shall disconnect and clear away such facilities on completion. The Contractor shall pay all costs and charges in connection therewith.

Water actually used during the execution of the work under the Contract on site will be supplied free of cost, unless otherwise specified.

**9 Electricity for Works**

The Contractor shall provide and maintain temporary facilities for electric light and power distribution for executing the work under the Contract, and shall clear away such facilities on completion. The Contractor shall pay all costs and charges in connection therewith.

Electricity consumed during the execution of the work under the Contract on site will be provided free of charge, unless otherwise specified.

**10 Electrical**

All electrical work is to be carried out in accordance with the relevant Australian Standards, Supply Authority Rules and Regulations.

**11 Nature of Excavations**

The Contractor shall judge the nature of the material to be excavated and, if it is capable of being excavated by hand, machine or ripping, without the use of jackhammers and/or blasting, allowance for such shall be made in the tender.

If, in the opinion of the Principal, the material encountered is such as to warrant the use of jackhammers and/or blasting, authorisation for the method to be used and approval of payment of additional costs, will be made by way of variation, the costing of which will be in accordance with details agreed to between the Contractor and the Principal.

**13 Working Hours**

Unless otherwise stipulated in the Contract work on the site shall not be performed outside the customary working hours or on other than ordinary working days without the prior approval of the Principal.

**14 Explosive Power Tools**

Subject to the prior approval of the Principal and compliance with Department of Planning, Transport and Infrastructure policies the use of low velocity tools may be permitted.

Approval will not be granted for the use of high velocity tools.

**15 Care of Protection and Property**

The Contractor shall be responsible for adequate protection of all finished work by temporary casings or covering against any damage arising from the execution of subsequent operation by its own or other workers, and against damage by weather to those susceptible parts of the work.

The Contractor shall be responsible for the protection and safeguard of the property from vandalism and trespassing by unauthorised persons and shall take all necessary precautions to ensure against claims from the time of taking possession of the Site until practical completion of the Contract.

**16 Prevention of Nuisance**

The Contractor shall take every precaution to ensure that dust and noise be kept to a minimum and do not become a nuisance to the owners, tenants of adjoining and/or surrounding properties and the public.

Temporary disruption to the existing services shall be carried out causing as little disturbance as possible to the occupants.

**17 Trespass**

The Contractor shall ensure that its employees and those of all sub-contractors engaged upon the work under the Contract are confined to the site of the Works and do not trespass on adjoining areas. The Contractor will be responsible for any damage arising out of disregard of this clause and will indemnify the Principal if so called upon in respect of any claim for damages arising out of any such trespass.

**18 Warranties and Guarantees**

Where warranties or guarantees or both on particular goods are offered by a manufacturer, the Contractor shall submit them to the Principal on completion of the Contract.

**19 Regulations under *Fire and Emergency Services Act 2005***

Comply with all regulations under the *Fire and Emergency Services Act 2005*.

In addition, when operating in national parks, wild life reserves, forest reserves, conservation parks and similar areas of ecological importance during fire danger periods as described from time to time, notify the responsible officers of the relevant government authorities concerned of the intention to commence work at the start of each day of operations.

**20 Asbestos**

If unspecified asbestos is found during the progress of the work under the Contract, the Contractor should immediately notify the Principal.

Under no circumstances shall such asbestos or any related work be removed or continued until approval has been obtained from the Principal.