



SECTION E

SPECIAL CONDITIONS OF CONTRACT

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E1 GENERAL

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and shall take precedence over the General Conditions of Contract AS2124-1992.

E2 PRECEDENCE OF DOCUMENTS

If there is any conflict between any conditions in the Documents forming part of this Contract Document then preference is to be given in the following order:-

1. Formal Instrument of Agreement;
2. Letter of Acceptance of Tender and order by the Principal plus any exchange of correspondence entered into by the Principal and the Contractor between tender closure date and the date of acceptance of tender and included in the Contract Document;
3. Form of Tender;
4. The Schedules;
5. The Special Conditions of Contract;
6. The General Conditions of Contract as amended by this Contract Document.
7. Technical Specification;
8. Drawings;
9. Site and Contract Administration Procedures.

E3 PROTECTION OF SITE AND ADJACENT PROPERTIES

The Contractor shall do everything necessary to ensure the safety and freedom from injury, damage or interference of all the adjacent lands, properties, ways, services and of persons at any time in the vicinity of the site.

The Contractor shall at all times take all reasonable steps to minimise nuisance from dust, debris and obstructions, arising from the works.

All existing work disturbed or otherwise affected by the works of this contract shall be made good in every trade to match the adjacent work or as may be directed by the Superintendent.

This includes drains, water, or other service pipes, electrical or telephone cables, etc. encountered in the excavations which shall be diverted as required, cut off and sealed and refixed in new positions to suit altered conditions.

E4 RIGHTS OF SUPPLY

The Principal reserves the right to supply Artworks to the Centre.

E5 VARIATIONS TO PROFITS AND OVERHEADS

In the event that variations, deletions and additions shall have that effect of reducing the total Contract Sum by more than twenty percent, (other than in the case of termination of the Contract under clause 44, 45 or 45A), the Principal will pay to the Contractor, if and when the Principal is satisfied that the whole of the Contract has been satisfactorily completed, such additional money, calculated in the following manner, to reimburse the Contractor for the reduction in the nominated profits and overheads.

For the purpose of this Clause the total completed contract value shall not include variations for rise and fall of costs nor extra work carried out on a "day work" basis.

$$\text{Additional payment} = P \frac{(0.8 - CV)}{CS}$$

Where P = Profit and Overheads as computed using the percentage in the Schedule in Section B.

CV = Total Completed Contract Value (excluding rise and fall and day work).

CS = Contract Sum.

E6 Site Meetings

Contractor to record minutes and prepare agendas of fortnightly site meetings, including but not limited to status of works, RFIs, VROs, monthly cashflow and any potential construction issues. Site meeting minutes will be vetted and approved by the Superintendent prior to circulation.

E7 Contractors Monthly Cashflow

Contractor to supply the Superintendent with a Projected Monthly Cashflow (progress claims) at the time of Tender Award, and then for the duration of the project updated(if required) and forecasted to project completion each month.