

# SPECIAL CONDITIONS OF SUBCONTRACT

The following Conditions are supplementary to the Subcontract Agreement and Subcontract Conditions SA-2009 as prepared by the New Zealand Registered Master Builders' Federation, and shall be considered as Special Conditions under Section 19 thereof.

## **1.00 Compliance with Documentation**

1.01 The submission of your subcontract tender will be taken to mean that all requirements of the contract documents (the drawings and the specifications) have been understood and have been complied with. Tenderers are advised that no variations will be allowed for any work that has been missed due to insufficient investigation of the contract/tender documentation.

## **2.00 Payment**

2.01 Alexander Construction shall be entitled to withhold any payment otherwise due to the Subcontractor pending the Subcontractor delivering to Alexander Construction a duly completed and signed Subcontractor Site Specific Safety Plan Summary and requested support documentation in the form provided to it by Alexander Construction at the time of acceptance of the Subcontractor's quotation.

2.02 Alexander Construction shall be entitled to withhold any payment otherwise due to the Subcontractor pending the Subcontractor delivering to Alexander Construction any Producer Statements, Warranties, Guarantees, and/or As Builts as required by the contract.

## **3.00 Retentions**

3.01 Defects Liability Retentions will be deducted from all progress payments. This retention shall be made at the following percentage deductions:

10% of the first \$200,000.00 or part thereof  
5% of the balance of the subcontract

3.02 Retentions will be released as follows:

50% on Practical Completion as certified by the Consultant  
50% on Final Completion as certified by the Consultant following satisfactory completion of all maintenance requirements

## **4.00 Health and Safety**

4.01 The Subcontractor must comply with the requirements of the Health and Safety in Employment Act and all associated Acts and Regulations. If the Subcontractor's systems do not comply with the minimum requirements of the Act, the Subcontractor will be required to comply with the ACCL Ltd Health and Safety Policy and System. The failure to respond to a written request for corrective action on an unsafe act or workplace will be considered a breach of contract.

4.02 The Subcontractor will be required to complete and submit a Site Specific Safety Plan prior to commencement on site. Failure to submit a plan will result in a fee of \$80 being charged to the Subcontractor.

## **5.00 Dayworks**

5.01 No dayworks claims will be accepted unless notified in writing prior to work commencing. All contemporary records of labour, materials and plant must be authorised by the Site Foreman or our Contract Manager and agreed with the Quantity Surveyor.

## **6.00 Quality Control**

6.01 Where a site Quality Control Programme is adopted, the Subcontractor must comply with the Quality Control procedures as required. In the absence of a formal site Quality Control programme the Subcontractor must implement an internal quality checking and monitoring system to enable completion of the subcontract works to the specified requirements.

## **7.00 Programme**

7.01 The Subcontractor will be required to meet Alexander Construction's programme and general sequence of work which may be reasonably amended from time to time during the contract period. It is the responsibility of the Subcontractor to ensure their subcontract works are adequately resourced to meet the completion date of the contract.

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7.02 If the Subcontractor fails to meet their agreed programme of works and this affects the Contractor's Programme and/or other Subcontractors' programmes then Alexander Construction shall have the right to obtain all the necessary resources such as labour, materials, plant and other services to recover the lost time required to meet the Contractors, other Subcontractors and the Subcontractors programme. The cost of obtaining such resources together with any other consequential costs shall be deducted from the Subcontractors payments

## **8.00 Temporary Services and Facilities**

8.01 Temporary power, water services and ablution facilities will be made available to the Subcontractor free of charge. Subcontractors are to provide their own extension power leads and any other special requirements. Site storage, offices, telephones, facsimiles and the like will be the Subcontractor's responsibility. The extent and site location of such items must be agreed with Alexander Construction.

8.02 Unless otherwise defined, parking is at the Subcontractors cost and care.

## **9.00 Insurances**

9.01 Refer to clause 8 of the NZ Master Builders Federation Subcontract Agreement: In addition the Subcontractor must note:

9.01.1 In effecting contract insurances ACCL Ltd has not:

9.01.2 Warranted or represented that it has insured the Subcontractor against liability or against loss or damage other than to the extent that any claim in terms of the policy may be paid by the insurers thereof.

9.01.3 Relieved the Subcontractor of any responsibility, duty or obligation under the contract.

9.02 The Subcontractor shall use all diligence to ensure that the insurances arranged by Alexander Construction shall not be invalidated and that the premium for such insurance shall not be increased by any of its acts or omissions.

9.03 In respect to any claims payable in terms of the insurance policy, any excess or deductible under the policy shall be borne by the Subcontractor.

## **10.00 Scaffolding**

10.01 Scaffolding which is supplied by Alexander Construction will include the initial installation of a reasonable number of planks to meet scaffolding regulations. The Subcontractor shall be responsible for any loss or damage to such scaffolding and planking while being used by them and for the adjustment of the scaffolding requested by the Subcontractor.

10.02 If the Subcontractor causes scaffolding to be erected for a longer period than would normally be required, then the extra hire costs will be charged to the responsible Subcontractor.

10.03 Any special scaffolding/access equipment required by the Subcontractor, such as mobile scaffolds, scissor lift platforms or cherry pickers, shall be provided by the Subcontractor at their own expense.

## **11.00 Cranage and Hoisting**

11.01 No cranage and hoisting facilities will be provided by Alexander Construction for Subcontractors' use unless specifically agreed to in writing by Alexander Construction.

## **12.00 Rubbish**

12.01 Subcontractors are responsible for maintaining a clear working area and consequently must ensure that all Subcontractors rubbish is removed promptly from the site at their own cost.

12.02 Failure to comply with these requirements will result in the work being done by Alexander Construction and charged to the Subcontractor.

## **13.00 Final Cleaning**

13.01 The Subcontractor shall leave their work area in a clean and tidy condition ready for the following trades, and to give their work area a final clean down, touch up and make good as necessary, in readiness for handing over at completion of the contract period.

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## **14.00 Storage**

14.01 Materials and plant may be stored on site where directed by the Site Foreman (Alexander Construction). If this plant or material is required to be moved or relocated so work can proceed in a particular area, the Subcontractor must move these items within notice of 24 hours or a further agreed time.

## **15.00 Communication with Consultant**

15.01 The Subcontractor shall not under any circumstances communicate directly with the Client or Consultants engaged on this contract without the prior consent of Alexander Construction and, if so given, all communications must be in writing with a copy to Alexander Construction. Any agreements or financial implications evolving from same will not be considered binding in any form whatsoever on Alexander Construction.

## **16.00 Damage to Existing or Finished Surfaces**

16.01 The Subcontractor shall protect all existing and newly finished surfaces and works in the vicinity of their particular area of works. Damage caused by the Subcontractor to existing surfaces or works will be repaired at the cost of the Subcontractor. Alexander Construction reserves the right to determine who was responsible for the damage based on a fair assumption if the Subcontractor does not acknowledge responsibility for the damage.

## **17.00 Design Build**

17.01 Where the design build Subcontractor has redesigned their scope of works after the issue of tender documents it is the Subcontractor's responsibility to notify Alexander Construction of any changes to those documents that will cause a change in scope to any other party.

17.02 Builder's work that is necessary as a result of the Subcontractor's design and has not been notified to Alexander Construction prior to submitting the Subcontractor's quotation is deemed to be included within the Subcontractor's quotation.

## **18.00 Setting Out**

18.01 Alexander Construction will provide primary grid points and datum levels only. The Subcontractor shall be responsible for the setting out of their own work from these control points.

## **19.00 Penetrations and Services Co-Ordination**

19.01 The Subcontractor shall provide in good time to meet the Contractors Programme, all items required to be cast-in, including templates and drawings detailing the location of all openings, ducts, nibs, penetrations, plinths, sleeves, set downs/set ups and the like.

19.02 The Subcontractor shall infill all sleeves, penetrations/openings to ensure full fire proofing, soundproofing and waterproof sealing to meet the specifications and consent requirements.

19.03 The Subcontractor shall be responsible for providing details of all penetrations required in the structure, formwork or framing prior to construction. Drawings detailing size and location of all penetrations are required, and Subcontractors are responsible for checking Structural and Architectural Drawings

19.04 Cutting or forming penetrations, chases, recesses and suchlike, whether in new or existing foundations, floors, slabs, walls, ceilings, roofs or whatever shall be the responsibility of and at the expense of the Subcontractor.

## **20.00 Romalpa Clause**

20.01 Romalpa type clauses will not be considered in any Subcontract.