

2 - GENERAL REQUIREMENTS

Generally

Comply with the requirements as generally described within the documents specifically and the overall intent of the documents collectively to provide a complete project within the guaranteed maximum price/contract sum.

Any aspects of the works not specifically covered by an Employer's Requirement statement is at the discretion of the Contractor but must be consistent with the overall intent of the project – the Contractor is expressly cautioned to ensure that any significant items are expressly covered in a Contractor's Proposal statement to be bound into the contract documents.

The Contractor is further cautioned to ensure that where possibly any such specific proposals are discussed in preliminary form with the Employer prior to bid submission.

For clarity any savings that accrue through savings made in the bidding, specifying, buying of all and any aspects of the works shall be to the Contractor's account save for any specific reductions in the Employer's Requirements made once the contract is signed.

Note: numbering hereafter commences at 10

10. Main contractor's preliminaries

10.1. Employer's requirements

- See preliminary clauses, Document 1 – Preliminaries Generally

10.2. Main contractor's cost items

- See preliminary clauses, Document 1 – Preliminaries Generally

11. Main contractor's overheads and profit

11.1. Main contractor's overheads

- The Contractor is to state within the Contract Sum Analysis the rate or, where different rates apply to different elements of the works, rates of overhead for discrete elements of the works
- The Contractor shall state whether the overhead rate stated is/are considered to be fixed or adjustable and the basis on which that adjustment is to be made; where this is not stated it will be at the sole discretion of the Employer to determine

11.2. Main contractor's profit

- The Contractor is to state within the Contract Sum Analysis the rate(s) or, where different rates apply to different elements of the works, rates of profit for discrete elements of the works
- The Contractor shall state whether the profit rate(s) stated is/are

considered to be fixed or adjustable and the basis on which that adjustment is to be made; where this is not stated it will be at the sole discretion of the Employer to determine

PROJECT/DESIGN TEAM FEES AND OTHER DEVELOPMENT/PROJECT

12. Project/design team fees

12.1. Consultants' fees

- The Contractor is to allow within his price for the works the cost of the novated consultants' fees and expenses, the Contractor is to make any allowance that he deems necessary for the expansion or contraction of the services described within the consultant's fee proposal.
- The Contractor is advised to take particular notice of the terms of the novation agreement and the principle whereby the Employer relinquishes all control over the novated consultants and liability for their actions, which liability passes to the contractor

12.2. Main contractor's pre-construction fees

- The Contractor shall make due allowance for the recovery of costs of preparing the bid within the contract allowances generally
- The cost of preparing the bid shall necessarily include for the cost of any additional professional advice/consultants necessarily engaged to aid in the preparation of the bid
- The Contractor shall take note that the Employer does not undertake to accept the lowest or any bid; the Employer does not undertake to pay the cost to the any bidder of preparing their bid whether successful or not

12.3. Main contractor's design fees

- The Contractor shall make due allowance for the input of all necessary designers necessary to supplement the input of the novated consultants and for any additional services which the Contractor shall require the novated Consultants to provide

13. Other project costs

- The Contractor shall make due allowance and shall be deemed to have made due allowance for all other project costs required to meet the Employer's Requirements

14. Risks

14.1. Design development risks

- The Contractor shall make due allowance for the risks in the development of his design solution to satisfy the Employer's Requirements and the design review process

14.2. Construction risks

- The Contractor shall make due allowance for all risks in the

construction process