

# Specification Checklist (Works)

## Use of this guide:

This checklist is a guide to matters which should be considered in preparing a general (non-technical) specification. It is not an exhaustive list of such matters. If you are using the General Specification, then this checklist is not required.

When including provisions in the specification, the related provisions in the general conditions of contract included in the Contract (Minor Works), Contract (Construct Only: Standard Risk), Contract (Design and Construct: Standard Risk) or Supply with Installation (Standard Risk) ("**General Conditions**") should be carefully read and understood so that the specification does not include provisions which cover the same issues as the General Conditions, and to ensure that the specification is consistent with the General Conditions. Where necessary, legal or other professional advice should be sought in relation to the drafting of the provisions.

Italicised terms in this checklist are defined in the General Conditions.

Item	Issue	Clause of General Conditions (if applicable)				Details to be included:
		Minor Works (AS4906 – 2002)	Construct Only Standard Risk (AS4000 – 1997)	Design and Construct Standard Risk (AS4902 – 2000)	Supply with Installation (AS4910 – 2002)	
1.	Order of precedence of technical documents	Clause 1.1 of Formal Instrument of Agreement	Clause 1.1 of Formal Instrument of Agreement	Clause 1.1 of Formal Instrument of Agreement	Clause 1.1 of Formal Instrument of Agreement	The Formal Instrument of Agreement provides an overall order of precedence but does not distinguish between documents within the Specification. If the Specification consists of multiple parts, then a separate order of precedence should be included in the specification.
2.	Additional requirements of <i>practical completion</i>	Not addressed	Clause 1, definition of <i>practical completion</i>	Clause 1, definition of <i>practical completion</i>	Clause 1, definition of <i>practical completion</i>	Specification is to identify any requirements of <i>practical completion</i> which are additional to those identified in the definition of <i>practical completion</i> in Clause 1 of AS4902-2000.
3.	Confidentiality	Not addressed	Clause 1, definition of improper conduct Clause 8.5	Clause 1, definition of improper conduct Clause 8.5	Clause 1, definition of improper conduct Clause 8.5	Specification is to identify particular information which is deemed to be confidential. If more detailed requirements as to the confidentiality of particular documents is required, then a separate deed of confidentiality may be required.
4.	Pricing of <i>provisional work</i> (such as 'if ordered' items etc)	Not addressed	Subclause 2.1 and clause 3	Subclause 2.1 and clause 3	Subclause 2.1 and clause 3	Clause 3 of the General Conditions states that unless the Contract elsewhere states how such items are to be priced, they will be priced as <i>provisional sums</i> . If such terms are to be used in a <i>price schedule</i> or Specification and it is intended that a particular item is to be priced in an alternative way, the effect of the term must be described in the <i>price schedule</i> or the Specification.
5.	Rise and fall	Not addressed	Clause 2.7	Clause 2.7	Clause 2.7	If the <i>contract sum</i> or any part of it is to be subject to rise and fall then the specification or the <i>Price Schedule</i> should expressly state this and include a detailed formula for calculating the adjustment. Item 11A of Annexure Part A should cross reference to where this formula can be found.
6.	Approvals	Not addressed	Clause 11	Clause 11	Clause 11	Provisions can be included in the specification to place the onus on the <i>Contractor</i> to advise the <i>Principal</i> of all necessary authorities required from any government authority for the project. It should be clear from the specification if <i>the Works</i> (and in the case of a design and construct contract the <i>design documents</i> ) are to comply with particular approvals.
7.	Work Health and Safety	Not addressed	Clauses 11 and 11A	Clauses 11 and 11A	Clauses 11 and 11A	General Conditions include a detailed WHS provision covering compliance with relevant legislation whether or not the Contractor is appointed as the Principal Contractor and the requirement to provide a WHS plan and other documentation. The specification should not address these same issues but can address more project specific issues such as whether a safety in design report is provided and the requirement to ensure Personnel attend site safety inductions.
8.	Environment	Not addressed	Clauses 11 and 11A	Clauses 11 and 11A	Clauses 11 and 11A	General Conditions require <i>Contractor</i> to comply with legislation. Specification to address general and specific requirements.
9.	Cultural heritage	Not addressed	Clauses 11 and 11A	Clauses 11 and 11A	Clauses 11 and 11A	General Conditions require <i>Contractor</i> to comply with legislation. Specification to address general and specific requirements.
10.	Waste disposal	Not addressed	Clauses 11 and 11A	Clauses 11 and 11A	Clauses 11 and 11A	The waste levy pursuant to the <i>Waste Reduction and Recycling Act 2011</i> (Qld) comes into effect on 1 July 2019. The specification should clearly address whether the <i>Contractor</i> is required to dispose of material at its cost, and in particular whether the Contractor is required to pay the waste levy.

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11.	Pre-requisites to possession of <i>site</i>	Not addressed	Clause 24.1 and Item 26(b) of Annexure Part A	Clause 24.1 and Item 26(b) of Annexure Part A	Clause 24.1 and Item 26(b) of Annexure Part A	Any documents or information to be given, or other acts to be done by the Contractor before possession of the site is given should be clearly noted in the Specification.
12.	Standard or quality of materials	Not addressed	Clause 29	Clause 29	Clause 29	Clause 29 of AS4902-2000 describes generic requirements. Specification may include: <ul style="list-style-type: none"> <li>• further details as to the standard or quality of materials required;</li> <li>• further quality assurance requirements; and</li> <li>• testing regimes.</li> </ul>
13.	Reduced levels of service	Not addressed	Subclause 29.4	Subclause 29.4	Subclause 29.4	The amended subclause 29.4 entitles the Principal to provide for 'reduced levels of service' in the Contract. If reduced levels of service are to be included, then the specification must identify these and clearly state: <ul style="list-style-type: none"> <li>• the applicable <i>work</i>;</li> <li>• the measurements to be utilised to determine the level of service;</li> <li>• the range of measurements within which a reduced level of service can be directed;</li> <li>• the formula and procedure for determining the reduction in payment for the reduced level of service;</li> <li>• any exclusions or other conditions.</li> </ul>
14.	<i>Working days</i> and working hours	Not addressed	Clause 31 and Item 26A of Annexure Part A	Clause 31 and Item 26A of Annexure Part A	Clause 31 and Item 26A of Annexure Part A	For Construct Only (Standard Risk) and Design and Construct (Standard Risk), the specific <i>working days</i> and working hours should be inserted into <i>Item 26A</i> of Annexure Part A. It is permissible but not ideal to note other days or hours which are not <i>working days</i> in the Specification (for example, for a specific event occurring during the construction period, such as the local show the dates of which may not be known at the time of tendering), but a general statement as to working hours and <i>working days</i> should not be included. For Minor Works the working days and hours should be noted in the specification.
15.	<i>Program</i>	Clause 19	Clause 32	Clause 32	Clause 32	The Specification is to detail: <ul style="list-style-type: none"> <li>• the specific requirements for the form and content of the <i>program</i>; and</li> <li>• times at which updated <i>programs</i> are required.</li> </ul>
16.	Progress claims	Clause 23	Clause 37	Clause 37	Clause 37	Specification is to identify any additional documents which are to be submitted with a progress claim (in addition to those already required by clause 37).
17.	Deliverables	Not addressed	Not addressed	Not addressed	Not addressed	Specification to include details of deliverables to be provided during the performance of <i>WUC</i> , including: <ul style="list-style-type: none"> <li>• the description of the deliverable;</li> <li>• the requirements of the deliverable; and</li> <li>• the time at which it is required to be provided.</li> </ul> Examples include operation and maintenance manuals, as constructed drawings, test results or certificates/approvals from a government authority.
18.	<i>Management Plan</i>	Not addressed	Clause 12A (addresses WHS plan only)	Clause 12A (addresses WHS plan only)	Clause 12A (addresses WHS plan only)	Specification to include a requirement to provide a management plan (other than a safety plan), including: topics to be addressed, such as:

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						<ul style="list-style-type: none"> <li>environment;</li> <li>cultural heritage;</li> <li>traffic management;</li> <li>quality;</li> <li>risk;</li> <li>stakeholder management/communications;</li> <li>Heavy Vehicle National Law;</li> <li>when it is to be provided;</li> <li>standards/codes etc to be met;</li> <li>specific content to be included;</li> <li>requirement to update the plan; and</li> <li>process for approval of plan and effect of approval.</li> </ul>
19.	Dilapidation survey	Not addressed	Not addressed	Not addressed	Not addressed	Specification to address: <ul style="list-style-type: none"> <li>whether a dilapidation survey is required;</li> <li>what must be included in the survey;</li> <li>when it is to be updated; and</li> <li>when it is to be provided.</li> </ul>
20.	Meetings, records and reports	Not addressed	Not addressed	Not addressed	Not addressed	The General Conditions do not address attendance at meetings, or records or reports required to be provided. Provisions addressing the specific requirements of Council can be included in the specification addressing such matters as: <ul style="list-style-type: none"> <li>the records to be kept, length of time records are to be kept, the format of the records and the Principal's right of access to inspect or copy the records;</li> <li>reports to be provided, content of reports and timing of reports; and</li> <li>meetings to be attended, who is to attend, responsibility for taking and distributing minutes and timeframes for disputing accuracy of minutes.</li> </ul>
21.	Subcontractor warranties	Not addressed	Not addressed	Not addressed	Not addressed	If the Principal requires specific warranties to be provided by subcontractors, then the specification should address: <ul style="list-style-type: none"> <li>the <i>work</i> which is to be warranted and/or the subcontractor/supplier which is required to provide the warranty; and</li> </ul>

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						<ul style="list-style-type: none"> <li>the terms of the warranty, including what is warranted and the period of the warranty and any other particular requirements.</li> </ul>
22.	Site specific requirements	Not addressed	No addressed	No addressed	No addressed	Provisions can be included in the specification describing <i>site</i> specific requirements including: <ul style="list-style-type: none"> <li>site specific rules of conduct;</li> <li>site restrictions;</li> <li>entry and exit from the <i>site</i>; and</li> <li>provision of site facilities such as toilets or site offices.</li> </ul>
23.	Operator training	Not addressed	No addressed	No addressed	No addressed	The Specification can include requirements for operator training, such as: <ul style="list-style-type: none"> <li>nature, format and content of the training;</li> <li>who is to be trained;</li> <li>timing of the training;</li> <li>whether completion is a requirement of <i>practical completion</i>;</li> <li>responsibility for delays;</li> <li>whether additional <i>security</i> to be held for training; and</li> <li>requirements for operation and maintenance manuals.</li> </ul> Note// If there is significant operator training, consider whether a project specific contract should be used.
24.	Commissioning	Not addressed	No addressed	No addressed	No addressed	The Specification can (and in respect of a contract for the design and construction of process plant, should) include requirements for commissioning, such as: <ul style="list-style-type: none"> <li>detailed commissioning/proof of performance regime;</li> <li>rights and responsibilities for operation of plant during commissioning;</li> <li>periods for commissioning; and</li> <li>performance outcomes required for success.</li> </ul> Note// If there is a significant commissioning component, consider whether a project specific contract should be used.
25.	Policy, Codes and Scheme Requirements	Clause 5A	Clause 11A	Clause 11A	Clause 11A	The <i>Contract</i> refers to some limited <i>legislative requirements</i> . The Specification should include provisions detailing the <i>Principal's</i> expectations in relation to applicable Federal and State Government codes, schemes and policies to ensure compliance with the <i>Principal's</i> funding body's requirements and any specific legislative requirements not dealt with in the <i>Contract</i> .
26.	<i>Preliminary design</i>	Not applicable	Not applicable	Clause 1 and Item 11	Not applicable	The documents (if any) comprising the <i>preliminary design</i> should be clearly identified.
27.	<i>Design Documents</i>	Clause 2A	Not applicable	Clauses 1 and 2.2	Not applicable	The specification should clearly identify the purpose for which <i>the Works</i> are to be fit. This should be drafted carefully. It and should be broad enough to generally cover the full ambit of the scope and the overall purpose for

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						<p>which <i>the Works</i> are to be fit. If there are particular project specific purposes for which <i>the Works</i> are to be fit and which may not be a purpose for which similar works would usually be used, then that should be clearly stated also. If including broad wording and specific wording, non-limitation clauses such as '[Broad wording] including but not limited to [specific wording]'.</p> <p>The specification should also clearly specify the minimum performance characteristics and standards required to be met.</p>
28.	Design warranties	Clause 2A	Not applicable	Subclause 2.1	Not applicable	<p>Clause 2A (in Minor Works) and subclause 2.1 (in Design and Construct) includes general warranties. If more detailed design warranties are required for a particular project, then these should be clearly drafted in the specification or amendment may be required to the general conditions of contract.</p>