

# **Construction Contract Special Conditions**

## **Article 1**

### **(Purpose)**

The purpose of this construction contract special condition(called "special condition" as of right now) is to define main details for all relevant parties that shall be signed the agreement in construction contractual contract between both SKIS(Singapore Korean International School: Civil Servant) and the other contract party.

## **Article 2**

### **(Definition)**

2. For the relevant contract issues(construction initiate, supervise, subcontracting, payment, inspection, disaster prevention measure, acquisition, defect management. etc.) on the construction site, the head of ordering agent shall be contract civil servant except on the case defined differently shall be contract civil servant.
4. The term of "local" on this special condition means Singapore where construction is actually carried out.
5. In the case of confliction with Singapore's accounting and construction act, it may be adjusted in consultation with the representative of [ordering public agency](#).

## **Article 3**

### **(Wage Payment)**

The civil servant in charge of contract may give necessary instruction regarding of wage payment on the target of labour on construction site in the case of needs for efficient work. The construction cost can be paid after deduct the amount of wage directly to labour if contractor does not to carry it out. However, it shall not be validated what if there is resonable reason proved by contractor.

## **Article 5**

### **(Environment Pollution Prevention & Quality Management)**

1. The contractor shall implement needed administration procedures, declaration, report, on-site management in accordance of local legal laws for the consideration of any inconvenience of residents and passengers because of air-pollution, water-pollution, noise, vibration, and stink.
2. The contractor shall submit plans(reports) of environment pollution prevention & quality management to contract civil servant for the approval. The contractor shall be complied with request what if civil servant in charge of contract inquires for supplement of above issues.
3. The contractor shall be deployed submitted plans(or report) on the site and maintain records of

environment pollution prevention & quality management. The contractor shall be complied with request what if civil servant in charge of contract ask for planning implement record.

## **Article 6**

### **(Waste Disposal)**

The contractor shall implement necessary administration procedures, declaration, report, on-site management in accordance of local legal laws for the consideration of any inconvenience of residents and passengers because of waste disposal.

## **Article 7**

### **(Legal Expenditure–Safety Management, Quality Management, Environmental Conservation Cost)**

1. The contractor shall be used appropriately safety management, quality management, and environmental conservation cost(referred to as "Safety&Environment expenses) as a part of contract amount in compliance with purpose of standard of local law and implemented safety & environment management regarding of local relevant act.
2. The contractor shall not neglect safety management, quality management, and environmental management.
3. All relevant expenses(Safety&Environment Management, Waste Disposal) described on output statement at the time of start of construction shall be paid.

## **Article 8**

### **(Drawing by Contractor)**

1. The contractor shall prepare and necessary detailed construction drawing account(statement) in order to be approved by supervisor before the official start of construction work if there is instruction regarding construction work needs or contractor requires detailed construction drawing for the some part of work.
2. The contractor is not available to start works in regards of detailed construction drawing in subsection (1) until obtaining written approval form by the supervisor.
3. The constructor may instruct works in order to change or modify detailed construction drawing if he figure out flaws of detailed construction drawing provided by contractor regardless of whether construction work is initiate or not.

## **Article 11**

### **(Warranty against Defects)**

1. The period of liability for the warranty against defects defined by article 33 in construction contract general contraction shall be followed to contract from completed date of construction

work.

2. The deposit of warranty against defects by article 34 in construction contract general contraction shall be governed by the contract. But, the rate of deposit payment of warranty against defects should be followed with article 72 in construction enforcement law or Singapore act.

## **Article 12**

### **(Construction Site Quality Manager)**

1. The contractor shall be appointed to reliable construction site quality manager and has a right to notify to the contract civil servant. (construction site quality manager: it is defined to supervise for quality management and completed construction technician education under the relevant Act)
2. The construction site quality manager shall reside at the construction site and support with on-site representative. He shall implement tasks in accordance with the construction supervisor's instruction, quality management plan, and quality test plan

## **Article 13**

### **(Construction Management)**

1. The contract civil servant may inquire relevant document or inspect below conditions in the case of needs for contract management;
  - 1.1. Construction Status
  - 1.2. Safety & Quality Management Status
  - 1.3. Contract Change Issues (lay out change, etc)
  - 1.4. Construction Site Management Status
  - 1.5. Subcontract Issues
  - 1.6. Other Construction Performance Issues
2. The civil servant in charge of contract shall have a right to correct matters constructed by the contractor differently from the contract terms in subsection (1).

## **Article 14**

### **(Construction Contract Contents Change)**

The civil servant in charge of contract shall take necessary measures of conclusion of contract change in the case of contract contents change like possible lay out change caused post-construction contract

**Article 15**  
**(Act Compliance, etc.)**

1. The contractor shall comply with the matters required by the local public institution in connection with the performance of various law, ordinances, rules, or construction works and confirm written document from contract civil servant right away when it comes to possible difficulties of implement contract or any possible contradictions not accord with legal act and contract contents.
2. The contractor shall not require any money or clause in regards of contract or performance of construction contract.
3. The contractor shall be responsible for all disadvantages incurred by violating the provisions of subsection (2).

**Article 16**  
**(Guarantee Construction Claim-bankruptcy, etc)**

1. The civil servant in charge of contract shall inquire guarantee construction work to the construction guarantee company according to the possible cancellation of contract when it comes to subsection(44) of article 44 in general conditions
2. The contractor shall take an action if there is possibility to complete the construction works until the deadline due to bankrupt, failure of business dissolution, and suspension of business, despite the consent of the contractor.

**Article 17**  
**(Disputes Resolution)**

1. Consultations prescribed in Article 51 (1) of the General Conditions shall be made in written document.
2. The contractor shall request consultation with the civil servant in charge of the contract and the construction supervisor at the same time within 30 days from the date on which the issue is the caused as a dispute or the date receiving any instructions or notice.
3. The civil servant in charge of the contract shall determine and notify for the contractor whether to accept the contractual contract's requirements within 60 days from the date of receiving the request for consultation prescribed in subsection(2). But, his decision deadline may be extended within the coverage of 30 days if there is unavoidable reason as well as shall be notified to the contractor in regards of extended reason and deadline.
4. The contractor shall notify the civil servant in charge of the contract whether accept of notice by civil servant within 30 days from the date of receiving the notice prescribed in subsection (3), and it shall be deemed to have refused it if not notified within this period.
5. There shall be a separate written agreement between the parties to resolve the dispute in advance if both would like to solve dispute under the Arbitration Act prescribed in Article 51 (2) of the General Conditions.

**Article 18**  
**(Bond Transfer)**

The contractor need written approval of contract civil servant with the agrement of construction work guarantee agency when it needs to transfer bond cased by the contract to the third party.  
(Construction cost claim)

**Article 19**  
**(Preparation before Construction)**

1. The contractor shall prepare and implement all needed matters for the construction, such as the appointment of site engineers, suppliers, research of materials&equipment, construction site conditions survey, and review of design(lay out) documents, so that construction can proceed construction from start date.
2. The contractor shall acquire approval from civil servant in charge of contract below documents in terms of Article 17(1) of the general condition when submitted to Construction starts registration statement.
  - 2.1. Site engineer/technician designated report (site agent, safety manager, quality manager)
  - 2.2. Copy of career certificate and related certificate
  - 2.3. Statement described to object quantity by per construction purpose.
3. The contractor shall perform necessary procedures for preparation, submission of application documents, consultation instead of contract civil servant in the case of needs for the registration of relevant agency. In such cases, the required expenses shall be paid by the contractor.

**Article 19**  
**(Preparation before Construction Completion)**

1. The contractor shall prepare the temporary office, electricity, water supply, etc. for needs of the construction procedures so that there is no disruption in the operation before completion and try to do a test in accordance with local circumstances.
2. The contractor shall be responsible for the cost of temporary electricity and water ssupply for the construction, and the cost of entering the site of electricity and water shall be done by the owner.
3. The contractor shall be carried out all measures for completion of construction compliance with local regulations before construction completion and all expenses is from the contractor.

## **Article 21**

### **(Construction Completion Drawing)**

The contractor shall submit the following lists if he needs to send construction completion inspector regarding of Article 27 (1) of the general conditions.

1. 2 copies of construction completion drawing (A3 size, including of CD of computerized data)
2. Original drawing of layout(design) change from construction site
3. 3 copies of maintenance management plan(including of CD of computerized data)

## **Article 22**

### **(Disaster Compensation)**

The contractor shall be responsible for all possible cases and must take appropriate measures(registration of insurance) such as death, disappearance, physical, mental, or property damage caused by nature disaster, wars, unexpected incident, riots, kidnap. etc. during construction period.