

Australian Standard™

**Construction management—General
conditions**



This Australian Standard was prepared by Committee OB-003, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 29 October 2001. This Standard was published on 25 February 2002.

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Australian Chamber of Commerce and Industry
Australian Institute of Project Management
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Australian Standard™

Construction management—General conditions

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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract.

This Standard incorporates Amendment No. 1 (March 2005). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure or part thereof affected.

This Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

AS 4916—2002, *Construction management—General conditions* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*. AS 4917—2002, *Construction management trade contract* has been developed for use as a trade contract to AS 4916—2002.

Where project management is required, AS 4915—2002, *Project management—General conditions* should be used.

Clause 20 and subclause 5.5, prefixed by * are optional, and may be omitted in the Contract, where necessary, without making consequential amendments but such omissions should be clearly shown on the face of the document by striking out these clauses or indicating clearly in Annexure Part D or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating changes in Annexure Part D.

WARNING

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

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STANDARDS AUSTRALIA

Australian Standard
Construction management—General conditions

1 Interpretation and construction of Contract

In the *Contract*, except where the context otherwise requires:

- Item*** means an *Item* in Annexure Part A;
- agency Services*** means those in Annexure Part B;
- compensable cause*** means:
- a) any act, default or omission of the *Principal* or its *contractors* or agents (except the *Construction Manager*); or
 - b) those listed in *Item* 22;
- completion*** means completion of *the Services*;
- Construction Manager*** means the person bound to carry out and complete *the Services*;
- construction plant*** means appliance and things used in the carrying out of *the Services* but not forming part of the *project*;
- Contract*** has the meaning in clause 3;
- contractor*** means a consultant or trade contractor (except the *Construction Manager*) of the *Principal* for any part of the *project*;
- date of acceptance of tender*** means the date which appears on the written notice of acceptance of tender;
- date for completion*** means the date in *Item* 6, or that resulting from an *EOT*;
- design documents*** means the drawings, specifications and other information, samples, models, patterns and the like required by the *Contract* and those created or used by a *contractor* in carrying out the *project*;
- direction*** includes agreement, approval, assessment, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
- dispute*** has the meaning in clause 30;
- EOT (from 'extension of time')*** has the meaning in subclause 23.2;
- fee adjustment*** means a sum assessed by the *Principal* to be added to or deducted from the *management fee*;
- final certificate*** has the meaning in subclause 25.2;
- final payment claim*** means the final payment claim referred to in subclause 25.2;

intellectual property right	means any patent, registered design, trademark or name, copyright or other protected right;
key personnel	means those personnel listed in <i>Item 5</i> ;
legislative requirements	includes: a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where <i>the Services</i>, or the particular part thereof, are being carried out; b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of <i>the Services</i>; and c) fees and charges payable in connection with the foregoing;
management fee	means the fee calculated in accordance with Annexure Part C;
preliminary design	means the documents stated in <i>Item 11</i> ;
prescribed notice	has the meaning in subclause 29.1;
price of work	means the final price payable pursuant to all the trade contracts;
Principal	means the Principal in <i>Item 1</i> ;
Principal's project requirements	means the <i>Principal's</i> written requirements for <i>the Services</i> described in the documents stated in <i>Item 10</i> which: a) shall include the stated purpose for <i>the Services</i>; b) may include the <i>Principal's</i> design, timing and cost objectives for the <i>project</i>; and c) where stated in <i>Item 11</i>, shall include a <i>preliminary design</i>;
program	has the meaning in clause 21;
project	means the <i>work</i> to be carried out by all the <i>contractors</i> and the <i>Construction Manager</i> ;
project account	has the meaning in subclause 7.3;
public liability policy	has the meaning in clause 13;
qualifying cause of delay	means: a) any act, default or omission of the <i>Principal</i> or its <i>contractors</i> or agents (except the <i>Construction Manager</i>); or b) other than: i) a breach or omission by the <i>Construction Manager</i>; ii) industrial conditions or inclement weather occurring after the <i>date for completion</i>; and iii) stated in <i>Item 21</i>;
site	means the place referred to in <i>Item 7</i> ;

subcontractor means a subcontractor of the *Construction Manager* and includes a consultant;

the Services means all the agency and other services in Annexure Part B which the *Construction Manager* is or may be required to carry out and complete under the *Contract*, including *variations*;

variation has the meaning in clause 24;

work includes the provision of materials,
and like words have a corresponding meaning.

In the *Contract*:

- a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporate;
- b) time for doing any act or thing under the *Contract* shall, if it ends on a Saturday, Sunday or Statutory or Public Holiday, be deemed to end on the day next following which is not a Saturday, Sunday or Statutory or Public Holiday;
- c) clause headings and subclause headings shall not form part of, nor be used in the interpretation of, the *Contract*;
- d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
- e) communications between the *Principal* and the *Construction Manager* shall be in the English language;
- f) measurements of physical quantities shall be in legal units of measurements of the jurisdiction in *Item 8*;
- g) unless otherwise provided, prices are in the currency in *Item 9(a)* and payments shall be made in that currency at the place in *Item 9(b)*;
- h) the law governing the *Contract*, its interpretation and construction, and any agreement to arbitrate, is the law of the jurisdiction in *Item 8*; and
- i) the changes in Annexure Part C shall be deemed to be part of these General Conditions.

2 Nature of Contract

2.1 Performance and payment

The *Construction Manager* shall carry out and complete *the Services* in accordance with the *Contract* and *directions* authorised by the *Contract*.

The *Principal* shall pay the *Construction Manager* the *management fee* and *fee adjustments* in accordance with the *Contract*.

2.2 Construction Manager's warranties

The *Construction Manager* warrants to the *Principal* that:

- a) the *Construction Manager* at all times shall be suitably qualified and experienced, and shall exercise due skill, care and diligence in carrying out and completing *the Services*;
- b) *the Services* are suitable, appropriate and adequate for the purpose stated in the *Principal's project requirements*; and
- c) subject to clause 6, the *subcontractors* for the parts of *the Services* stated in *Item 15* and the *key personnel* listed in *Item 5* are suitably qualified and experienced.

2.3 Principal's warranties and indemnity

The *Principal* warrants:

- a) the accuracy and completeness of all information the *Principal* gives to the *Construction Manager*;
- b) that the *Construction Manager* when carrying out *agency Services* acts with the *Principal's* authority; and
- c) that performance of the *agency Services* is exclusive to the *Construction Manager*.

The *Principal* shall indemnify the *Construction Manager* against claims in respect of the *Construction Manager* acting within authority as the *Principal's* agent.

2.4 Warranties unaffected

The warranties shall remain unaffected notwithstanding:

- (a) any receipt or review of, or comment or *direction* on, documents and information supplied by one party to the other; or
- (b) any *variation*.

3 Evidence of Contract

Until a formal instrument of agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the *Contract*. If such *Contract* requires a formal instrument of agreement, the *Principal* shall, within 28 days of the *date of acceptance of tender*, send it in duplicate for execution by the *Construction Manager*. Within 14 days after receiving them, the *Construction Manager* shall (if they are correct) properly execute both copies and return them.

Within 14 days after receiving them, the *Principal* shall execute both copies, have them stamped as necessary and send one copy to the *Construction Manager*.

4 Service of notices

A notice (and other documents) shall be deemed to have been given and received:

- a) if addressed or delivered to the relevant address in the *Contract* or last communicated in writing to the person giving the notice; and
- b) on the earliest date of:
 - i) actual receipt;
 - ii) confirmation of correct transmission of fax; or
 - iii) 3 days after posting.

5 Contract documents

5.1 Discrepancies

Figured shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out *the Services*, that party shall give the other written notice of it. The *Principal*, thereupon, and upon otherwise becoming aware, shall direct the *Construction Manager* as to the interpretation and construction to be followed.

If compliance with any such *direction* under this subclause causes the *Construction Manager* to incur more or less cost than otherwise would have been incurred had the *direction* not been given, the difference shall be a *fee adjustment*.

5.2 Principal-supplied documents

The *Principal* shall supply to the *Construction Manager* the documents and number of copies thereof, both stated in *Item 12*.

They shall:

- a) remain the *Principal's* property and be returned to the *Principal* on written demand; and
- b) not be used, copied nor reproduced for any purpose other than *the Services*.

5.3 Construction Manager-supplied documents

The *Construction Manager* shall supply to the *Principal* the documents and the number of copies thereof, both stated in *Item 13*.

If the *Construction Manager* submits documents to the *Principal*, then except where the *Contract* otherwise provides:

- a) the *Principal* shall not be required to check such documents for errors, omissions, inconsistencies, ambiguities, discrepancies or compliance with the *Contract*;
- b) notwithstanding subclause 2.1, any *Principal's* acknowledgment or approval shall not prejudice the *Construction Manager's* obligations; and
- c) if the *Contract* requires the *Construction Manager* to obtain the *Principal's direction* about such documents, the *Principal* shall give, within the time stated in *Item 14*, the appropriate *direction*, including reasons if the documents are not suitable.

5.4 Confidential information

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after *completion* or earlier termination of the *Contract*.

* 5.5 Media

The *Construction Manager* shall not disclose any information concerning the *project* for distribution through any communications media without the *Principal's* prior written

* See Preface

approval (which shall not be unreasonably withheld). The *Construction Manager* shall refer to the *Principal* any enquiries from any media concerning the *project*.

6 Assignment and subcontracting

6.1 Assignment

Neither party shall, without the other's prior written approval (including terms) assign the *Contract* or any payment or any other right, benefit or interest thereunder.

6.2 Subcontracting

The *Construction Manager* shall engage the *subcontractors* identified in the *Construction Manager's* offer and shall terminate their engagement only with the *Principal's* written approval which shall not be unreasonably withheld.

The *Construction Manager* shall not without the *Principal's* prior written approval (which shall not be unreasonably withheld):

- a) subcontract or allow a *subcontractor* to subcontract any of the *Services* described in *Item 15*; or
- b) allow a *subcontractor* to assign a subcontract or any payment or any other right, benefit or interest thereunder.

With a request for approval, the *Construction Manager* shall give the *Principal* written particulars of the *work* to be subcontracted and the name and address of the proposed *subcontractor*. The *Construction Manager* shall give the *Principal* other information which the *Principal* reasonably requests.

Within 7 days of the *Construction Manager's* request for approval, the *Principal* shall give the *Construction Manager* written notice of approval or of the reasons why approval is not given.

Approval may be conditional upon the subcontract including:

- a) provision that the *subcontractor* shall not assign nor subcontract without the *Construction Manager's* written consent;
- b) provisions which may be reasonably necessary to enable the *Construction Manager* to fulfil the *Construction Manager's* obligations to the *Principal*; and
- c) where the *subcontractor* is a consultant, provision that the *subcontractor* shall effect and maintain professional indemnity insurance on the same terms as are required in *Item 18(b)(i)* and (ii).

6.3 Construction Manager's responsibility

Except where the *Contract* otherwise provides, the *Construction Manager* shall be liable to the *Principal* for the acts, defaults and omissions of *subcontractors* and employees and agents of *subcontractors* as if they were those of the *Construction Manager*.

Approval to subcontract shall not relieve the *Construction Manager* from any liability or obligation under the *Contract*.

7 Agency

7.1 Construction Manager as agent

Where part of the *Services* is to be carried out by the *Construction Manager* as agent of the *Principal*, the *Principal* appoints the *Construction Manager* as its agent for that purpose.

7.2 Engagement

Where *the Services* require the *Construction Manager* to engage a *contractor* on behalf of the *Principal*, the *Construction Manager* shall disclose that fact. The *Principal* shall meet all its obligations to the *contractors* so engaged.

If the *Principal* has included in the invitation to tender a list of one or more *contractors* for a particular part of the *project*, the *Construction Manager* shall, as agent for the *Principal* contract that particular part of the *project* to one of those *contractors* and thereupon give the *Principal* written notice of that *contractor's* name.

If no *contractor* on the *Principal's* list will contract to carry out the particular part of the *project*, the *Construction Manager* shall provide a list for the written approval of the *Principal*.

7.3 Project account

Where *the Services* require the *Construction Manager* to make payments to *contractors* on behalf of the *Principal*, the *Principal* shall maintain a *project account* with sufficient funds from which the *Construction Manager* shall pay *project* debts when due and payable.

7.4 Contract administration

Except where the *Contract* otherwise provides, where *the Services* include contract administration on behalf of the *Principal*, the *Construction Manager* acts as the *Principal's* agent to the exclusion of the *Principal* and not as superintendent.

8 Intellectual property rights

8.1 Warranties and indemnities

The *Principal* warrants that, unless otherwise provided in the *Contract*, the *Principal's* *project requirements*, design, materials, documents and methods of working, each specified in the *Contract* or provided or directed by the *Principal*, shall not infringe any *intellectual property right*.

The *Construction Manager* warrants that any other documents and methods of working, each provided by the *Construction Manager*, shall not infringe any *intellectual property right*.

Each party shall indemnify the other against such respective infringements.

8.2 Intellectual property rights granted to Principal

The Alternative in *Item 16* applies.

Alternative 1

The *Construction Manager* grants to the *Principal* an irrevocable licence to use the *Construction Manager's* documents and methods of working for the *project*. Such licence shall also include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or additions or alterations to the *project* and the copying of documents for such purposes.

Alternative 2

Copyright and property in the *Construction Manager's* documents and methods of working for the *project* hereby vest in the *Principal*, and the *Principal* grants to the *Construction Manager* an irrevocable licence to use such things for the *project*. Such vesting shall not extend to components of the documents and methods of working which have been developed by the *Construction Manager* for general use in the *Construction Manager's* work and which have not been specially developed for the *project*.

The *Construction Manager* shall do everything necessary to perfect such vesting.

The *Construction Manager* shall ensure that the documents and methods of working are not copied, supplied nor reproduced for any purpose other than *the Services*.

9 Legislative requirements

9.1 Compliance

The *Construction Manager* shall satisfy all *legislative requirements* necessary to carry out *the Services* except those in *Item 17* or directed by the *Principal* to be satisfied by or on behalf of the *Principal*.

The *Construction Manager*, upon finding that a *legislative requirement* is at variance with the *Contract* or the *Principal's project requirements*, shall promptly give the *Principal* written notice thereof.

9.2 Changes

If a *legislative requirement*:

- a) necessitates a change:
 - i) to the *Principal's project requirements*;
 - ii) to the *project*;
 - iii) to *the Services*;
 - iv) being the provision of services by a municipal, public or other statutory authority in connection with *the Services*; or
 - v) in a fee or charge or payment of a new fee or charge;
- b) comes into effect after the 14th day before the closing of tenders but could not reasonably then have been anticipated by a competent construction manager; and
- c) causes the *Construction Manager* to incur more or less cost than otherwise would have been incurred,

there shall be a *fee adjustment*.

10 Project insurance

Unless otherwise stated in Annexure Part B, before the commencement of *the Services*, the *Principal* shall insure the *project* in the terms of the policy included in the tender documents and nominating or stating the insurer. The *Principal* shall maintain such insurance while ever the *Construction Manager* has an interest in the *project*.

11 Damage to persons and property

11.1 Protection

Insofar as compliance with the *Contract* permits, the *Construction Manager*, on behalf of the *Principal* shall effect the taking of measures:

- a) necessary to protect people and property;
- b) to avoid unnecessary interference with the passage of people and vehicles; and
- c) to prevent nuisance and unreasonable noise and disturbance.

If the *Construction Manager* fails to comply with an obligation under this clause, the *Principal*, after giving reasonable written notice to the *Construction Manager* and in addition to the *Principal's* other rights and remedies, may have the obligation performed by others.

11.2 Urgent action

If urgent action is necessary to protect the *project*, other property or people and the *Construction Manager* fails to ensure the action is taken, in addition to any other remedies of the *Principal*, the *Principal* may cause the necessary action to be taken.

If time permits, the *Principal* shall give the *Construction Manager* prior written notice of the *Principal's* intention.

11.3 Indemnity by Construction Manager

The *Construction Manager* shall indemnify the *Principal* against:

- a) loss of or damage to the *Principal's* property; and
- b) claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of *the Services*, but the indemnity shall be reduced proportionally to the extent that the act or omission of the *Principal* or its agents, *contractors* or other contractors (not being employed by the *Construction Manager*) may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- a) the extent that the *Construction Manager's* liability is limited by another provision of the *Contract*;
- b) exclude any other right of the *Principal* to be indemnified by the *Construction Manager*;
- c) damage which is the unavoidable result of the carrying out of *the Services* in accordance with the *Contract*; and
- d) claims in respect of the *Principal's* right to have the *project* carried out.

11.4 Indemnity by Principal

The *Principal* shall indemnify the *Construction Manager* in respect of damage referred to in paragraph (c) of subclause 11.3 and claims referred to in paragraph (d) of subclause 11.3.

12 Professional indemnity insurance

Before commencing *the Services*, the *Construction Manager* shall effect and maintain professional indemnity insurance with levels of cover not less than stated in *Item 18(a)(i)*.

The insurance shall be maintained until the *final certificate* is issued and thereafter for the period stated in *Item 18(a)(ii)*.

The *Construction Manager* shall ensure that every *subcontractor*, if within a category stated in *Item 18(b)(i)*, shall effect and maintain professional indemnity insurance with levels of cover not less than stated in *Item 18(b)(i)* applicable to that category.

Each *subcontractor's* professional indemnity insurance shall be maintained until the *final certificate* is issued and thereafter for the period stated in *Item 18(b)(ii)*.

13 Public liability insurance

The Alternative in *Item 19(a)* applies.

Alternative 1: Construction Manager to insure

Before commencing *the Services*, the *Construction Manager* shall effect and maintain for the duration of the *Contract*, a *public liability policy*.

The policy shall:

- a) be in the joint names of the parties;
- b) cover the:
 - i) respective rights and interests; and
 - ii) liabilities to third parties,of the parties and *subcontractors* from time to time, whenever engaged in *the Services*;
- c) cover the parties' respective liability to each other for loss or damage to property and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- d) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in *Item 19(b)*; and
- e) be with an insurer and otherwise in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

Alternative 2: Principal to insure

Before the *Construction Manager* commences *the Services*, the *Principal* shall effect a *public liability policy* in the terms of the policy included in the tender documents and nominating or stating the insurer. The *Principal* shall maintain such insurance until the *final certificate* is issued.

14 Insurance of employees

Before commencing *the Services*, the *Construction Manager* shall insure against statutory and common law liability for death of or injury to persons employed by the *Construction Manager*. The insurance cover shall be maintained until *completion*.

Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for the *Principal's* statutory liability to the *Construction Manager's* employees.

The *Construction Manager* shall ensure that all *subcontractors* have similarly insured their employees.

15 Inspection and provisions of insurance policies

15.1 Proof of insurance

Before the *Construction Manager* commences *the Services* and whenever requested in writing by the other party, a party liable to insure shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the *Contract*.

15.2 Failure to produce proof of insurance

If after being so requested, a party liable to insure fails promptly to provide satisfactory evidence of compliance, then without prejudice to other rights or remedies, the other party

may insure and the cost thereof shall be moneys due and payable from the party in default. Where the defaulting party is the *Construction Manager*, the *Principal* may refuse payment until such evidence is produced by the *Construction Manager*.

15.3 Notices from or to insurer

The party insuring under clause 10 or 13 shall ensure that each insurance policy contains provisions acceptable to the other party which:

- a) require the insurer to inform both parties, whenever the insurer gives a party or a *subcontractor* a notice in connection with the policy;
- b) provide that a notice of claim given to the insurer by either party or a *subcontractor* shall be accepted by the insurer as a notice of claim given by both parties and the *subcontractor*; and
- c) require the insurer, whenever the party fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

15.4 Notice of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by clause 10 or 13 and shall keep the other party informed of subsequent developments concerning the claim.

The *Construction Manager* shall ensure that *subcontractors* in respect of their operations similarly inform the parties.

15.5 Cross liability

Any insurance required to be effected in joint names in accordance with the *Contract* shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

16 Principal

16.1 Principal's directions

Except where the *Contract* otherwise provides, the *Principal* may give a *direction* orally but shall as soon as practicable confirm it in writing. If the *Construction Manager* in writing requests the *Principal* to confirm an oral *direction*, the *Construction Manager* shall not be bound to comply with the *direction* until the *Principal* does so.

16.2 Principal's representative

The *Principal* may from time to time appoint individuals to exercise delegated *Principal's* functions, provided that:

- a) no aspect of any function shall at any one time be the subject of delegation to more than one *Principal's* representative;
- b) delegation shall not prevent the *Principal* exercising any function;
- c) the *Principal* forthwith gives the *Construction Manager* written notice of respectively:
 - i) the appointment, including the *Principal's* representative's name and delegated functions; and

- ii) the termination of each appointment; and
- d) if the *Construction Manager* makes a reasonable objection to the appointment of a *Principal's* representative, the *Principal* shall terminate the appointment.

17 Construction Manager's representative and key personnel

17.1 Construction Manager's representative

The *Construction Manager* shall manage the *Services* personally or by a competent representative. Matters within a *Construction Manager's* representative's knowledge (including *directions* received) shall be deemed to be within the *Construction Manager's* knowledge.

The *Construction Manager* shall forthwith give the *Principal* written notice of the representative's name and any subsequent changes.

If the *Principal* makes a reasonable objection to the appointment of a representative, the *Construction Manager* shall terminate the appointment and appoint another representative.

17.2 Key personnel

The *Construction Manager* shall employ the *key personnel* listed in *Item 5* for the functions stated elsewhere in the *Contract*.

The *Construction Manager* may substitute any of the *key personnel* or alter their functions only with the *Principal's* written approval which shall not be unreasonably withheld.

18 Construction Manager's employees and subcontractors

The *Principal* may direct the *Construction Manager* to have removed, within a stated time, from any activity of the *Services*, any person employed on the *Services* who, in the *Principal's* opinion, is incompetent, negligent or guilty of misconduct.

19 Access

The *Principal* shall provide the *Construction Manager* with such access to the *site* and other places as is reasonably necessary for the *Construction Manager* to carry out the *Services*.

*** 20 Quality assurance**

If the *Contract* elsewhere requires quality assurance, the *Construction Manager* shall:

- a) plan, establish and maintain a conforming quality system; and
- b) ensure that the *Principal* has access to the quality systems of the *Construction Manager* and *subcontractors* so as to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the *Contract* and to document such compliance. Such system shall not discharge the *Construction Manager's* other obligations under the *Contract*.

21 Programming

The *Principal* shall give to the *Construction Manager* the information, materials, documents and instructions by the times or within the periods both stated in *Item 20*.

* See Preface