

AS 2160.1/C—1998

Australian Standard™

**Contract for the supply and
construction of a swimming pool
or spa**

Part 1: Concrete

Contract items

Items

1 Agreement

1.1 Details of agreement

This agreement is made between the *Contractor*

 whose registered office address is
 Postcode
 and whose Builder's Licence/Registration number is
 AND the *Customer* whose address is
 Postcode

Note: In Western Australia there is no requirement for a swimming pool *Contractor* to be registered.

The *Contractor* agrees to construct a steel fibre/steel bar * reinforced concrete swimming pool or spa (called 'the pool') on the construction site located at

.....
 for the sum of (*in words*)\$.....
 (called the '*Contract price*').

Note 1
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The amount payable under the *Contract* may change for the following reasons:

- Item 3.3(1) **Coping.** If the finish material is provided by the *Customer*, the *Customer* shall pay the cost of the finish material.
- Item 3.3(2) **Waterline tiling.** If the tiles are provided by the *Customer*, the *Customer* shall pay the cost of the tiles.
- Item 3.10(4) **Cost of carting excavated material to a suitable tip site.**
If Item 3.10(4)(b) applies, the *Customer* shall pay the cost of carting the excavated material beyond the nominated distance at the rate shown.

* Delete whichever is not applicable

- Item 3.10(5) **Tip fees.** The *Customer* shall pay any tip fees for excavated material to be removed from the property, unless they are included in the *Contract* price.
- Item 6 **Schedule of payments.** If the *Customer* does not pay the amount due to the *Contractor* within the time required after receiving the *Contractor's* payment claim, the *Customer* shall pay interest at the specified rate on the overdue amount.
- Item 9 **Liquidated damages.** If the *Contractor* does not complete the work within the required time, the *Contractor* shall pay to the *Customer* an amount calculated at the agreed rate specified in Item 9.
- Clause 3 **Provisional allowances.** If a provisional allowance for any work or item is included in the *Contract* price and specified in Item 5, the *Contract* price will be adjusted by the difference between the amount allowed for the work or item and the cost of the work or item.
- Clause 4 **Obtaining approvals and commencement of the work.** The *Customer* shall pay any security deposits required by any regulatory authority.
- Clause 6 **Taxes.** The *Contract* price may be increased if there is an increase in sales tax or existing duties or if new taxes or duties are imposed which directly affect the *Contract*.
- Clause 8 **Costs due to delays by Customer.** If the work is delayed by the *Customer*, the *Contractor* may charge the *Customer* with any additional costs incurred as a result of the delay.
- Clause 9 **Compliance with legal requirements.** The *Contractor* may charge the *Customer* with additional costs incurred by the *Contractor* because of changes in the requirements of regulatory authorities.
- Clause 10 **Variations.** If the *Customer* and the *Contractor* agree to a variation in the work or progress of the work, the *Contract* price may be increased or decreased by an agreed amount.
- Clause 11 **Boundary Survey.** If it is necessary to obtain a boundary survey to determine the correct location of the boundaries of the property, the *Customer* shall pay the cost of the survey.
- Clause 14(a), (b) and (c) **Unforeseen subsurface conditions.** If the *Contractor* encounters certain unforeseen subsurface conditions in the construction of the pool or in making satisfactory access for the equipment agreed and nominated in Item 3.10, the *Customer* shall pay the *Contractor* for dealing with these conditions. If the estimated cost is equal to or exceeds 20% of the *Contract* price, the *Customer* may end the *Contract*.
- Clause 14(d) **Formwork and backfilling.** If formwork or backfilling is necessary because the excavation collapses due to conditions beyond the *Contractor's* control or to remove the effects of such a collapse, the *Customer* shall pay the *Contractor* for that work.
- Clause 16 **Access.** If the work is delayed because access is not available, the *Contractor* may charge the *Customer* the additional costs incurred as a result of the delays.
- Clause 17 **Utilities.** The *Customer* shall supply the *Contractor* with electricity and water for construction purposes and suitable water to fill the pool at the *Customer's* cost.

1.2 Contract inclusions

The *Contract* price includes any formwork, structural requirements, excavation, and shoring which were reasonably foreseeable at the time of signing this *Contract* as being necessary to construct the pool in the position described in this *Contract*.

1.3 Cooling-off period

The *Customer* may, within 3 working days after signing this *Contract*, end the *Contract* by giving notice in writing. If the *Contract* is so ended the *Contractor* shall refund to the *Customer*, within 5 working days of receiving notice, the amount of any deposit paid.

2 Customer and property details

Phone: Home Business Fax

Nearest intersection:

Title particulars: Lot No.....D.P. No.....

Is property sewered? † Yes No

Are there property rights affecting pool? † Yes No

Consider property rights such as rights of way, electrical or other wiring, sewerage or other drains, water, gas or other pipes.

Details if 'Yes'

.....

.....

.....

.....

.....

.....



It may not be possible to build the pool, or to build the pool at the agreed location on the property, or it may be more expensive to build the pool because of rights that other people have over the property, such as easements and rights of way, or services that are located on the property, such as sewer, gas, electricity, telephone and the like. Many of these rights and services will be noted on the certificate of title for the property or on a survey or a drainage diagram. If these documents are not available, appropriate enquiries should be made before signing the *Contract*.

† Tick appropriate box

3 Details of pool and related items

3.1 Dimensions and relationship to datum

Note: See Clause 1 for Interpretation

Note 3
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Length of pool:..... m

Width of pool:..... m

Water depth:..... m to..... m

Datum point:.....

.....

.....

Top of finished/structural* coping level to be level with* ormm above/below* the *datum point*.

3.2 Pool shape and site details

The building application shall be inspected and signed by the *Customer* prior to submission to council.

Note 2
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The following plan and section should include locations of:

- a) the property rights identified in Item 2;
- b) filter and other equipment;
- c) excavation to be carried out under the *Contract*;
- d) embankments and retaining walls necessary to stabilize cut and fill;
- e) existing structures, fencing, trees and the like, to remain and critical dimensions affecting such items;
- f) critical dimensions of pool (including depths on cross-section) and, if the pool is suspended, the distance from the underside of pool to natural ground;
- g) pool fencing; and
- h) *datum point* and levels.

Note 9
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Refer to sample sketch in Note 9 of Notes for the Guidance of Users of the *Contract*.

* Delete whichever is not applicable

Plan and section of pool and site

A large grid for drawing a plan and section of a pool and site. The grid is composed of 20 columns and 20 rows of squares. The grid is empty, with no lines or text drawn on it.

3.3 Finishes

Note 3
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- 1) Coping:
- a) Finished width:..... mm
- b) Type of coping finish:
- c) Nominal thickness: mm
- d) Finish material provided by:† Contractor Customer
- e) Finish material fixed by:† Contractor Customer
- f) Outside vertical edge finish (if applicable).....mm
- 2) Waterline tiling: (if applicable)
- a) Depth of waterline tiles: mm
- b) Tiles provided by:† Contractor Customer
- c) Tiles fixed by:† Contractor Customer
- 3) Interior finish:
-
-
-

If provided by *Contractor*, include details if known, or provisional allowances when not known (see Item 5).

3.4 Equipment

- Filter (make and model):
- Pump (make and model):?
- Heater (make and model): Capacity:.....
- Plumbing to heater by:† Contractor Customer
- Supplied and connected to filtration system/Supplied only*
- Surface skimmers, number of:
- Pool return outlets, number of:
- Underwater lights, type of:
- Number of:
- Transformers, number of:

† Tick appropriate box

* Delete whichever is not applicable

3.5 Accessories†

Note 3
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Suction sweeper (hose, head and telescopic handle)

Pool brush Leaf scoop Test kit

Automatic cleaner:

supplied and installed/plumbing provision only*

Automatic chlorinator:

Other:

.....

.....

3.6 Sewer gully

Note 3
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Sewer gully or other approved disposal outlet for waste water†

(To be located within 10m of the filter location): Yes No

If, 'Yes' by:† Contractor Customer

3.7 Electrical connections

Note 3
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Electrical supply for connection to pump(s), lighting, heating and all switches or other equipment by:†

Contractor Customer

3.8 Miscellaneous items

Note 3
Page 31

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.....

3.9 Spa (provide full details)

Note 3
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.....

† Tick appropriate box
* Delete whichever is not applicable

3.10 Excavation and disposal details

Note 3
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1) Pool excavation (including excavation of overburden) is to be carried out by:†

Machine Hand

Details and gross mass of excavating equipment including trucks:.....

.....
.....
.....

Subject to Clause 14 the Contractor warrants that the equipment detailed above is:

- a) suitable for the excavation; and
- b) can gain access to the pool site in accordance with the following details of access:.....

.....
.....

2) Stabilization or retaining of embankment(s):† Yes No

Details:
.....
.....

3) Details of disposal of excavated material:†

All excavated material to be left on the property.
 (quantity) ofto
 be left(location)
 on the property and remainder removed.#

All excavated material to be removed from site.

† Tick appropriate box

Identify quantity and define type of excavated material

4) If any excavated material is to be removed from the site:[†]

The cost of carting the excavated material to a suitable tip site is to be paid by the *Contractor*

If a suitable tip site is located:

a) within km[‡] by road from the site, the cost of carting the excavated material to the tip site is to be paid by the *Contractor*, or

b) more than km[‡] by road from the site, the cost of carting the excavated material to a distance of km[‡] by road from the site is to be paid by the *Contractor* and the cost of carting the excavated material beyond that distance is to be paid by the *Customer* at the rate of \$..... per km.

The *Contractor* shall make every effort to find a suitable tip within close proximity to the property.

Note: (4)(b) above provides a rate per km distance travelled irrespective of quantity of excavated material or number of trips made.

5) Tip fees (if applicable) included in *Contract* price?[†] Yes No

6) Trees removed by:[†] *Contractor* *Customer*

Identify the trees to be removed (or show on drawings)

.....
.....
.....

7) Fencing removed/replaced* by:[†] *Contractor* *Customer*

Identify the extent and location of fencing to be removed/replaced* (or show on drawings)

.....
.....
.....

[‡] Insert the same distance each time

* Delete whichever is not applicable

[†] Tick appropriate box

3.11 Rates for items when not included in the Contract price

The following rates apply for the purposes of Clauses 10 and 14 and include overheads and profit. All volumes of excavation material shall be measured in situ (i.e. in an undisturbed state.)

- 1) Mechanical excavation of additional soil:
 - a) Left on site adjacent to the excavation,
 \$ per cubic metre
 (minimum charge: \$)
 - b) Removed from site up to..... km, \$ per cubic metre
 together with \$.....for each km above..... km
- 2) Manual soil excavation:
 - a) Left on site adjacent to the excavation,
 \$ per cubic metre
 (minimum charge: \$)
 - b) Removed from site up to..... km, \$ per cubic metre
 together with \$.....for each km above..... km
- 3) Rock excavation:
 - a) Left on site adjacent to the excavation,
 \$ per cubic metre
 (minimum charge: \$)
 - b) Removed from site up to..... km, \$ per cubic metre
 together with \$.....for each km above..... km
- 4) Supply and installation of additional pipework, for filtration or other equipment from the location indicated in Item 3.2:
 \$ per pipe per linear metre
- 5) Provision of special structural requirements to strengthen the pool:
 - Pool walls: \$ per square metre
 - Pool floor: \$ per square metre

- 6) Extension of piling beneath existing ground level to sound supporting material (not greater than 300 mm in diameter) to a maximum depth of 1.2 m, including excavation:

Per pier: \$ per square metre

Note: Where the underside of the pool floor is above the ground, the cost of providing all necessary piling from the underside of the floor to existing ground level is included in the *Contract* price.

Where it is clear at the time of entering into this *Contract* that it will be necessary to pier beneath the existing ground level, and it is not practicable to determine the cost of carrying out that work, the parties should include a provisional allowance in Item 5.

7) Backfilling: \$ per cubic metre

8) Formwork below existing ground level:

\$ per square metre

4 Rectification periods

Note 6
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The rectification periods for the purposes of Clause 12 for the pool and equipment are as follows:

- a) Structure: (7 years, unless stated otherwise)
- b) Surface finishes: (3 years, unless stated otherwise)
- c) Filtration pipework: (3 years, unless stated otherwise)
- d) Other, as per manufacturer's warranty (see Clause 12(d)).

5 Provisional allowances for work or items included in the Contract price

Note 1
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Work/Item	Estimated quantity	Unit	Dollar (rate per unit)	Provisional allowance (\$)
			Total cost \$	
(If insufficient space attach sheet referring to this schedule)				

Note: Provisional allowances should not be used unless it is not possible to determine the full extent of the work required, or the precise nature or quantity of items to be supplied by the *Contractor* to fulfil his or her obligations under the *Contract*. (See Clause 3.)

6 Schedule of payments

Note 4
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The money payable under this *Contract* shall be paid by the *Customer* in accordance with whichever of the following schedules is appropriate. The *Contractor* is entitled to claim payment in accordance with the schedule on completion of the relevant stage in accordance with the requirements of the *Contract* and shall include a detailed statement of any extra moneys payable by the *Customer*. The *Customer* shall pay the amount due within 5 working days of receipt of the *Contractor's* claim. If the *Customer* fails to do so, the *Customer* shall pay interest to the *Contractor* at the rate of two (2) percent above the overdraft index rate as published by the Commonwealth Bank of Australia on the outstanding amount for the period during which it is overdue.

However, the *Contractor* is not entitled to any payment unless the *Contractor* delivers to the *Customer* a written statement signed by the *Contractor* that no wages as at the time of payment are due and owing by the *Contractor* in respect of the work carried out by the *Contractor* under the *Contract*.

Payments for Contract price up to and including \$20,000

- 1) \$1000 upon signing the *Contract*.
- 2) \$..... (not more than 20% of the *Contract* price plus extra moneys payable) after completion of the excavation and delivery of the reinforcement)(if applicable) to the property.
- 3) \$..... (not more than 40% of the *Contract* price plus extra moneys payable) after installation of the structural shell and internal plumbing.
- 4) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the coping and tiling (if applicable), and delivery of (e.g. filtration and other associated equipment) and the pool being ready for interior lining.
- 5) Balance due upon completion of interior lining, filling the pool with water from the *Customer's* supply, initial chemical treatment to bring the water to a standard suitable for swimming and handover of pool accessories.

Payment for Contract price over \$20,000

- 1) \$1000 upon signing the *Contract*.
- 2) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the excavation and delivery of the reinforcement) (if applicable) to the property.
- 3) \$..... (not more than 40% of the *Contract* price plus extra moneys payable) after installation of the structural shell and internal plumbing.
- 4) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the coping and tiling (if applicable), and delivery of (e.g. filtration and other associated equipment) and the pool being ready for interior lining.
- 5) Balance due upon completion of interior lining, filling the pool with water from the *Customer's* supply, initial chemical treatment to bring the water to a standard suitable for swimming and handover of pool accessories.

- Notes:**
- 1) In Item 1, in Western Australia, the amount shall not exceed 6.5% of the *Contract* price upon signing the *Contract*.
 - 2) The amounts specified in Items 2 to 5 shall be the value of work carried out at those stages and shall not exceed the specified percentages.

7 Approvals and completion

If the *Contractor* is unable to obtain all necessary approvals (see Clause 4), then this *Contract* may at the option of the *Customer* be ended by written notice (see Clause 19.2) and the *Contractor* shall within 7 days after such termination refund to the *Customer* the agreed amount of:

..... \$.....

(One half of all moneys paid unless stated otherwise)

The *Contractor* AGREES TO COMPLETE THE POOL (i.e. that the pool will be filled with water and the initial chemical treatment applied) WITHIN A PERIOD OF WEEKS from the date on which all necessary approvals of local government and regulatory authorities are given.

8 Extension of time

The abovementioned period for completion may be extended only by the period of any delays arising due to the occurrence of any of the circumstances set out in Clauses 7, 8, 9, 10, 16 and 18.

9 Liquidated damages

The *Contractor* shall, in addition to all other obligations arising under this *Contract*, in the event of the pool not being completed within the abovementioned period or, where any extension of time is applicable in accordance with this *Contract*, within the period so extended, be liable for liquidated damages for delay at a rate of \$..... per day.



The *Customer* shall not be entitled to claim any payment in excess of the amount calculated in accordance with this Clause where the *Contractor* does not complete the pool within the time required by the *Contract*.

The parties signed this *Contract* on the

..... day of 19.....

Signed by the *Customer(s)*

.....
Signature

.....
Signature

.....
Print name

.....
Print name

Witness to the *Customer(s)* signature

.....
Signature

.....
Print name

Signed for and on behalf of the *Contractor*

.....
Signature

.....
Capacity

.....
Print name

Witness to *Contractor's* signature

.....
Signature

.....
Print name

Note: Insurance requirement. In NSW it is required that a certificate of insurance be attached in accordance with the Home Building Act.