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NOTES

1. This form may be used only when no panel form is suitable.

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LANDS TITLES REGISTRATION **OFFICE** 

SOUTH AUSTRALIA



FORM APPROVED BY THE REGISTRAR-GENERAL.

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

> Solicitor/Licensed Land Broker/Applicant J.W. FEWN

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# APPLICATION TO REGISTER LAND MANAGEMENT AGREEMENT PURSUANT TO THE PLANNING ACT 1983

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### TO: THE REGISTRAR GENERAL

CORPORATION OF THE CITY OF MARION of 245 Sturt Road Sturt 5043 does pursuant to the provisions of Section 57(2) of the Planning Act 1993 HEREBY APPLY FOR THE REGISTRATION of Section 57/0f າຂ de ate 🗸

	of the attached Land Management Agree the said Act which Land Management Ag	ment pursua	int to the provisions of Section 写版 dated the   Sェイヤ   day of
١	1995 and made between	和在 CORPOR/	ATION OF THE CITY OF MARION of the or
l	part and MINISTER OF EDUCATION AND CHILDREN	'S SERVICES	of 31 Flinders Street Adelaid
l	of the other partywhich agreement bin	ds the who	le of the land comprised in Certifica
ļ	of Title Register Book Volume 5081 Fo	110 405.	
1	FOR THE BANGEMENT OF THE SA	1069nd	
٤	E STATE COMMON SEAL OF THE		
1	THE COMMON SEAL OF THE	)	
l	CORPORATION OF THE CITY OF MARION	)	
	was hereunto affixed	)	
	in the presence of:	)	
	til tile presente ort	,	OF THE
	Mayor  Cîty Manager		S. A. S.
7	THE COMMON SEAL of the  MINISTER OF EDUCATION  AND CHILDREN'S SERVICES	)	WHISTING THE PROPERTY OF THE P
		<i>'</i>	FLAT C. ST.
	was hereunto affixed	)	WITH AUSTRALE

The Minister of Education and Children's Services hereby consents to the registration of the within agreement over the said land

See execution on 157 layer

REGISTERED .3 /8 /1995

DO RECISTRABIGENERAL

THIS AGREEMENT is made on 6th July 1995

#### BETWEEN

### THE CORPORATION OF THE CITY OF MARION

of 245 Sturt Road, Marion in the State of South Australia

(the City)

### AND

### MINISTER FOR EDUCATION AND CHILDREN'S SERVICES

a body corporate pursuant to the Administrative Arrangements Act 1994 whose offices are situate at 31 Flinders Street, Adelaide in the State of South Australia

(the Owner)

### RECITALS

- A The Owner is the registered owner of the land comprised in Certificates of Title Register Book Volume 5081 Folio 405 being certain land situate at Hallett Cove East in the said State (the land) which is presently disposed as the Karrara Primary School, Hallett Cove East
- B. The land is situate in the area of the City.
- The Owner has prepared a Plan (Job No. 1172S1.1) (the plan) for the division of portion of the land so as to create, inter alia, 24 allotments for residential purposes together with associated road and site works (the proposed Land Division).
- D. The Owner wishes to divide the land in accordance with the proposed Land Division, to then sell at its discretion all or any of the proposed allotments and to then lease back the land so as to enable the Owner to continue using the land as the Karrara Primary School, Hallett Cove East. Upon cessation by the Owner of the use of the land as a Primary School, it is proposed that the proposed allotments will be developed for residential purposes.
- E The Owner has caused a notice to be served on the South Australian Planning Commission (SAPC) pursuant to Section 7 of the Planning Act (the Act) of the Owner's intention to divide the land.
- F. The City wishes to ensure that the division of the land and associated site works and any associated development of the land occurs prior to the establishment of any dwellings on the land and prior to the vesting of any of the land to the City.

G. Upon the parties entering into this Agreement made pursuant to Section 61 of the Act, the City will report to the SAPC pursuant to Section 7(4) of the Act that it supports the proposed land division.

### **OPERATIVE PART**

The City and the owner agree as follows:

#### 1 INTERPRETATION

### 1.1 Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Land.

"the City" means the Corporation of the City of Marion and its successors.

"the plan" means the Plan marked Job No. 11751.1 and received by the Council or any plan in substitution thereof which is substantially in the same form as Job No. 11751.1.

### 1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
  - (i) a person includes a corporation and a body politic;
  - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
  - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
  - (iv) a right includes a remedy, authority or power;

### 1.3 Headings

Headings shall be ignored in construing this document.

### 2 UNDERTAKING PHYSICAL WORKS

2.1 The Owner will cause, suffer or permit all the work detailed in the document attached hereto marked A and entitled Statement of Requirements (the work) as issued by the City to be undertaken in stages as follows:

### STAGE 1

Immediately following the cessation of the use as a primary school of any of the allotments no'd 366 - 373 on the plan attached hereto and prior to the establishment of a residential use on any of the said allotments no'd 366 - 373, that part of the work as it relates to the said allotments no'd 366 - 373 will be undertaken by the Owner;

### STAGE 2

Immediately following the cessation of the use as a primary school of any of the allotments no'd 350 - 365 on the plan attached hereto, and prior to the establishment of a residential use on any of the said allotments no'd 350 - 365, the balance of or the whole of the work set out in the said document attached hereto marked A will be completed by the Owner as the case may be.

2.2 The Owner shall bear all costs for the undertaking of the works as required by Clause 2.1 hereof.

### 3 VESTING OF PUBLIC ROAD AND WALKWAYS

The road shown on the Plan as allotment 375 and the walkways shown on the Plan as allotments 376 and 377 shall be vested to the City as a public road and public walkways by the Owner prior to the establishment of a residential use on any of the allotments No'd 350 - 365 inclusive shown on the Plan.

### 4 LEASE OR LICENCE TO OCCUPY DWELLING

An owner shall not grant any lease or licence, easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the land or any portion thereof upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the owner.

### 5 COST OF WORKS

By reason of the Owner's intention to divide the land in accordance to the proposed Land Division and to then sell off each of the allotments but to then lease back those allotments to enable the Primary School use to be continued, the parties acknowledge that the present owner namely the Minister for Education and Children's Services may not be the Owner of the land when the cessation of the Primary School use occurs. Accordingly the Owner agrees that it will be a term of any sale and purchase agreement that it enters into with any third party for the purchase of the land or any portion of the land that the Minister for Education and Children's Services will indemnify any future owner of any portion of the land in respect of any of the costs for the work contemplated to be performed by this agreement whatsoever such that any third party future owners of the land or portion thereof will not be responsible for any costs associated with the performance of the work contemplated by this agreement.

### 6 ADDITIONAL REQUIREMENTS

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land.

### 7 RIGHT OF INSPECTION

The City and any employee or agent of the City authorised by the City may at any reasonable time enter into and upon the land for the purpose of:-

- 7.1 inspecting the land and any building on the land:
- 7.2 exercising any other powers of the City under this agreement.

### 8 NOTICE TO REMEDY

If the owner is in breach of this agreement the City may by notice in writing served on the owner require the owner to remedy the breach within such time nominated by the City in the notice (being not less than 21 days of the date of the service of the notice) and if the owner fails to remedy the breach, the City or its servants or agents may carry the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the owner.

### 9 RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the City requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the City and its servants or agents are hereby authorised and empowered by the owner to remove the said thing or things from the land and dispose of it or them in any manner determined by the City PROVIDED THAT if the said thing or things shall have any monetary value then the City shall use its

best endeavours to realise that monetary value and shall after the disposal account to the owner and pay to it the realised value less all expenses reasonably incurred by the City in such disposal.

### 10 DELEGATION

The City may delegate any of the City's powers under this agreement to any person.

### 11 GIVING OF NOTICE

A notice shall for the purpose of this agreement be properly served on the owner if it is:-

- (i) posted to the owner's last name to the Council in which event it will be deemed to have been received on the day after posting.
- (ii) affixed to a prominent position on the land.

### 12 REGISTRATION

- 12.1 The City requests that this agreement be registered on the land comprised in the Certificate of Title Register Book Volume 5081 Folio 405.
- 12.2 The reasonable cost of registration and the reasonable cost of preparation of this agreement shall be borne by the owner.
- 12.3 Each party hereto shall do all things necessary to ensure that this agreement is registered and a memorial thereof is entered on the said Certificate of Title pursuant to the provisions of Section 61(5) of the Act

### 13 ENTIRE AGREEMENT

This agreement contains the whole of the agreement between the parties in respect of the matters referred to in this agreement and any variation to the agreement shall be in writing and attested to by the parties in writing.

### 14 SEVERANCE

- 14.1 If a provision of this agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 14.2 If not withstanding sub-clause 14.1 hereof, a provision of this agreement is still void or voidable or unenforceable:-
  - (i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;

(ii) In any case, the whole provision is hereby severed; and the remainder of this agreement has full force and effect.

**EXECUTED** unconditionally by the parties as an agreement pursuant to the provisions of section 61 of the Planning Act 1982.

THE COMMON SEAL of the CORPORATION OF THE CITY OF MARION was hereunto affixed this //en+day of 1995 in the presence of:



Ablin of Flaires Mayo

73-W Ag City Manager

THE COMMON SEAL OF THE MINISTER FOR EDUCATION AND CHILDREN'S SERVICES was hereunto affixed in the presence of:



Millad



ADMINISTRATION CENTRE: 245 STURT ROAD STURT S.A., 5047

POSTAL ADDRESS: P.O. BOX 21 OAKLANDS PARK S.A. 5046 OFFICE HOURS: MONDAY TO FRIDAY 9.00 A.M. TO 5.00 P.M.

FACSIMILE (08) 375 6899 TELEPHONE (08) 375 6600

### STATEMENT OF COUNCIL REQUIREMENTS

Form 3

## Development Number 7100/D005/93

For Plan of Division

Lot 50 contained in DP12438 (Hallett Cove East Primary

School

Applicant or Authorised Agent To:

Crown Solicitor's Office

DX 336 ADELAIDE

The following requirements are to be satisfied within thirty (30) months of the date hereof or any extension thereof which the Council may stipulate for a Certificate of Approval to be issued in respect of your application.

Drainage Reserves Easements for Drainage and Electricity Supply All allotments to be connected to E & W S water and sewer.

Easements for electricity, drainage or sewerage purposes shall be granted where required by the Electricity Trust of South Australia, the Council or the Minister of Water Resources respectively, and such modification shall be made to the Plan of Division as is required for such easements or for the installation of any transformers, pumping equipment or other equipment which may be necessary for the provision of services.

Roads and Access to Land

The roadway of every proposed road on the Plan of Division shall be constructed, paved and sealed with bitumen, tar or asphalt or other material approved by the Council.

Each allotment shall be provided with safe and convenient access to the carriageway of the proposed roads.

Grading of block frontages to be no steeper than 1:5. Grading from kerb to boundary to be between 1:40 and 1:10 sloping towards the kerb.

Any filling of allotments or roads to be supervised by a Consulting Engineer and shall be controlled and compacted in layers of 150mm to 200mm thickness. The following test requirements shall apply:-

Sands with 5% fines or less
Density index not less than 65% according to AS1289 E6.1
where compaction test is in accordance with AS1289 E5.1.
Alternatively, a satisfactory blow count of seven or more

Alternatively, a satisfactory blow count of seven or more per 300mm when tested in situ with a penetrometer to AS1289 F3.3 may be used.

Silts and sands with more than 5% fines

Dry density ratio according to AS1289 E4.1 or not less than 98% where the compaction test is in accordance with AS1289 E1.1 (standard). Where local practice uses compaction test in accordance with AS1289 E2.1 (modified), the dry density ratio shall be not less than 96%.

Clays

Dry density ratio according to AS1289 E4.1 of not less than 95% where the compaction test is in accordance with AS1289 E1.1 (standard) or 90% in accordance with AS1289 E2.1 (modified). Reactive clay fill should be avoided where practical.

Roads

95% in accordance with AS1289 E2.1 (modified).

Filling to be covered by a minimum of 100mm of top soil.

Bridges, Culverts and Drains

All bridges, culverts and underground drains and inlets thereto necessary for every proposed road in accordance with recognised engineering design practice shall be constructed.

Drains necessary in accordance with recognised engineering practice for the safe and efficient drainage of the land and for the disposal of stormwater from the land shall be provided and constructed.

Provide a flow path for the flows resulting from a 100 year ARI storm.

Local underground drainage to accommodate as a minimum the flows resulting from a ten year ARI storm.

Local underground drainage from low points in front of allotments to accommodate a minimum of the flows from a 25 year ARI storm.

Stormwater drainage to be accommodated in roads, walkways, drainage reserves or adequate easements vested in Council.

Rear of allotment easements required where driveways and paved areas will not drain to the street. Where the drain services one allotment, the easement is to be in the name of the allotment it services. In other cases, the easements may be in the name of the Council.

SEP lids to be Everlevel Type SEC F 1960 or similar.

### **Electricity Supply**

The applicant shall give adequate security to the extent determined by and to the electricity authority for the making by the applicant of such contribution as the electricity authority determines towards the cost of installing prescribed mains underground in any underground mains area.

The Council has designated the whole of the land comprised in this application as an underground mains area.

### **Telephone Supply**

The applicant shall provide for all telephone services to be placed underground.

### **Turning Circles**

Provide turning circles in culs-de-sac of not less than 23 metres between kerbs. Alternatively "Y" shaped turning areas at the termination of culs-de-sac may be used, subject to adequate manoeuvring area for large service vehicles being provided.

### **Pavement Widths**

The pavement width (as measured from inside face of kerb to kerb) of the road shall be six metres.

### **Footpaths**

The applicant shall provide a concrete footpath 1.2 metres wide located 400mm from the property boundary of abutting allotments on the western side of the road.

Footpaths are to be surfaced or paved to an accepted standard.

Disabled pram ramps are to be constructed where footpaths intersect with roads to the satisfaction of the City Engineer.

Walkways to be surfaced or paved to their full width.

Street Names and Plates

The street name is to be nominated for Council consideration. The street is to have adequate name plates erected to the satisfaction of the City Engineer.

Any Other Requirements

All of the works shall be carried out in a manner satisfactory to the Council and in conformity with detailed construction plans and specifications signed by a prescribed engineer or, at the discretion of the Council, any licensed surveyor and submitted to and approved by the Council prior to the commencement of the work.

The relevant works should comply with the attached specification for the "Construction of Concrete Kerb and Gutters and Concrete Footpaths", and the attached plan MSD1.

Before the roadways of any proposed road is sealed, the applicant shall satisfy the Council that all connections for water supply and sewerage services to any allotment delineated on the plan which, in the opinion of the Director-General and Engineer-in-Chief of the Engineering and Water Supply Department are necessary and need to be laid under the surface of the proposed road, have been made.

The proposed plan of division is to be redrafted in accordance with the provisions of Part 5 of the Regulations under the Real Property Act (Amendment Act) taking into account any easements or conditions which may have been required or imposed.

CORPORATION OF THE CITY OF MARION

Signed .

Authorised Officer

Dated this ninth day of June 1995.

### SPECIFICATION

Of Works to be done and Materials to be used in the

## CONSTRUCTION OF CONCRETE KERB AND GUTTER AND CONCRETE FOOTPATHS

within

THE CITY OF MARION

TENDER NO. MC 19 / 93

In accordance with this Specification, any accompanying plans and detail drawings and instructions to be given during the progress of Works, and to the entire satisfaction of the Superintendent.

### CONSTRUCTION OF CONCRETE KERB AND GUTTER

### AND CONCRETE FOOTPATHS

### CONTENTS

### Section

1.1	Scope of Works
1.2	Sample of Workmanship
2	Code Requirements
3.	Component Materials
31	Cement
3.2	Aggregates
3.3	Admixtures
4.,	Concrete
4.1	Placement of Concrete
4.1.1	Preparation
4.1.2	Placement
4.1.3	Weather Conditions
4.2	Compaction
4.3	Construction Joints
44	Expansion Joints
4.5	Surface Finish
4.5.1	Kerb and Gutter
4.5.2	Footpath
46	Standard Property Crossovers and Drainage Outlets
47	Tolerances
4.8	Curing
	Formwork
	Reinforcement
6.1	General
6.2	Placement of Reinforcement
6.3	Concrete Cover of Reinforcement

#### TECHNICAL SPECIFICATION

#### 1.1 SCOPE OF WORKS

The contract shall be a schedule of rates contract based on completion of the works listed in the attached Annexures 1 and 2; with the work to be completed by July 31, 1994.

The work to be executed under this Contract comprises the Construction of Kerb and Water Table, as detailed in Annexure 1 of this Specification, and Construction of Concrete Footpaths, as detailed in Annexure 2 of this Specification.

Construction of Kerb and Water Table shall be carried out in accordance with Australian Standard AS2876 - 1987 "Concrete Kerbs and Channels (Gutters) - Manually or Machine Placed", in accordance with Drawing No. MSD-1, "Standard Detail Concrete Construction", as attached to this Specification.

Construction of Concrete Footpaths shall be in accordance with Drawing No. MSD-1, "Standard Detail Concrete Construction", as attached to this Specification

#### 1.2 SAMPLE OF WORKMANSHIP

For evaluation by the Superintendent, the Contractor may be required to place sample sections of work that would be performed under the Contract.

The sample sections shall be placed at the Council's Works Depot at a time to be arranged by the Superintendent.

The sample sections will be assessed by the Superintendent and will be accepted or rejected in accordance with other clauses of this Specification.

A tender may not be accepted from a Tenderer whose sample section does not meet the above criteria.

An accepted sample section shall become the standard by which the works under this Contract shall be accepted or rejected.

### 2. CODE REQUIREMENTS

All concrete work shall be performed in accordance with the following current code provisions:

AS 3600	Concrete Structures
AS 1379	Ready Mix Concrete
AS 3972	Portland Cement
AS 2758	Aggregates and Rock for Engineering Purposes
	Part 1 - Concrete Aggregates
AS 1478	Chemical Admixtures for use in Concrete
AS 1479	Code of Practice for the use of Chemical
	Admixtures in Concrete

AS 1012 AS 2876 Methods of Testing Concrete Concrete Kerbs and Channels (Gutters) -Manually or Machine Placed.

#### 3. COMPONENT MATERIALS

#### 3.1 Cement

All cement used in concrete shall be Portland Cement, conforming to AS 3792 "Portland Cement".

### 3.2 Aggregates

All aggregates used in concrete shall conform to AS 2758.1 "Aggregates and Rock for Engineering Purposes" - Concrete Aggregates.

#### 3.3 Admixtures

All Admixtures used in concrete shall conform to AS 1478 "Chemical Admixtures for use on Concrete" and AS 1479 "Code of Practice for the Use of Chemical Admixtures in Concrete".

#### 4. CONCRETE

### 4.1 Placement of Concrete

#### 4.1.1 Preparation

Do not place any concrete in any section of the work until the formwork for that section has been inspected and approved by the Superintendent.

Immediately before placing concrete in the excavation, the Contractor shall ensure that formwork ready for the placing of concrete is complete, with the surface smooth and clean, ensure that the excavation is free from excess water, mud and debris and that the sides of the excavation are such that no material shall fall onto / into freshly placed concrete. The Contractor shall secure all reinforcement in place and make sure that expansion joint material, anchors and other embedded items are in position.

Before placing concrete on ground, test compaction of all areas to ensure that the specified degree of compaction has been attained.

### 4.1.2 Placement

Concrete shall be placed continuously, as rapidly as possible and as close as practicable to its final location. Depositing concrete in one location and working the concrete along the forms to final position, or any similar practice tending to cause segregation will not be allowed.

Concrete temperature during the period of mixing and placing shall be within the range of 5 °C to 35 °C. Concrete with temperatures outside this range shall not be placed.

Placement shall be carried out at such a rate that the concrete which is being integrated with fresh concrete is still plastic.

Any concrete which has partially hardened or has been contaminated by foreign materials shall not be placed

Concrete shall be placed so as to completely fill the formwork to the intended level.

New concrete shall not be placed against set concrete which is less than 24 hours old.

### 4.1.3 Weather Conditions

Concrete shall not be placed during heavy or prolonged rain.

No concrete shall be cast on a day forecast to be 35 °C or greater.

Protect concrete against rain until set

### 4.2 Compaction

All concrete shall be thoroughly compacted either by mechanical vibration and spading or rodding as necessary, to maximum practicable density, so as to expel trapped air and closely surround all reinforcement. Any concrete not compacted will be rejected

#### 4.3 Construction Joints

All points of stoppage in concrete work of 45 minutes or more shall be deemed to be construction joints.

Plan locations and methods of construction joints in advance along lines of minimum shear, as determined in consultation with the Superintendent.

Unless shown otherwise, form construction joints with joggle joints with groove 25 mm deep x 1/3 the width of the wall or floor slab and in accordance with AS 3600.

Before depositing new concrete at construction joints, retighten formwork, roughen the surface of the set concrete, clean off foreign matter and laitance and thoroughly wet but not saturate.

#### 4.4 Expansion Joints

Expansion joints shall be placed at intervals not exceeding 4 m.

All expansion joints shall be in accordance with AS 3600 and to the satisfaction of the Superintendent.

#### 4.5 Surface Finish

#### 4.5.1 Kerb and Gutter

The surface finish of exposed kerb and gutter shall be as obtained from a steel float.

### 4.5.2 Footpath

The surface finish of exposed footpath shall be as obtained from a stiff broom.

### 4.6 Standard Property Crossovers and Drainage Outlets

Standard property crossovers shall be provided opposite each existing vehicular gateway, in accordance with that shown on Drawing No. MSD-1 "Standard Detail Concrete Construction", as attached to this Specification. The Contractor shall allow for these in his rate for kerb and gutter

The Contractor shall allow for drainage outlets from houses; cored holes 100mm in diameter shall be provided through the kerb at all existing drainage outlets, and where directed by the Superintendent.

#### 4.7 Tolerances

The Contractor shall ensure the concrete work meets the following tolerances:

. Vertical 3 mm in 3000 maximum

. Horizontal 3 mm in 3000 maximum in any length 6 mm total.

Members shall comply with the requirements that sizes of members and thicknesses of slabs shall not exceed + 6 mm or - 0 mm.

#### 4.8 Curing

Unless otherwise stated by the Superintendent, the finished concrete shall be immediately sprayed with an approved curing compound which will retain the moisture

#### 5. FORMWORK

Formwork shall comply with section 19.6 of AS 3600 in addition to AS 3610 "Formwork Code" 1990. Stripping of formwork shall be in accordance with these code requirements.

All forms shall have all surfaces thoroughly cleaned before being used again.

### 6. REINFORCEMENT

### 6.1 General

Round and deformed bars shall conform to AS 1302 "Steel Reinforcing Bars for Concrete". Reinforcing fabric shall conform to AS 1303 "Hard Drawn Steel Wire for Reinforced Concrete" and AS 1304 "Fabric for Reinforced Concrete". Splicing of reinforcement bars shall be as specified in AS 3600.

### 6.2 Placing of Reinforcement

All steel reinforcement shall be accurately placed in accordance with all details shown on the drawings, firmly held in position to prevent movement caused by placement and compaction of concrete. Reinforcement may be held in position through the use of metal hangers, concrete chairs, wiring together or trough other approved methods. The use of rocks, stone or brick, wooden blocks or other foreign material is not permitted.

### 6.3 Concrete Cover of Reinforcement

All concrete cover to reinforcement shall be measured to the outside of the stirrups, ties and other fitments. In the case of deformed bars, the cove shall be measured to the outside of the rib.

When cover is not nominated on the drawings, it shall comply with the following:

kerb and gutter 50 mm minimum footpath 50 mm minimum