

# Contract Information

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## Contract

Item

### 1 Contract name

The Contract name is: Design and Construct GAB Artesian Water Bores

The Contract number is: 20-1345

### 2 Site

The Site is: **Borgara Scheme**  
"Borgara"  
Latitude: -30.229553  
Longitude: 147.817005

**Wandella Scheme**  
"Wandella"  
Latitude: -29.312061  
Longitude: 146.435910

**Glenroy Scheme**  
"Glenroy"  
Latitude: -29.748649  
Longitude: 149.603601

**Dunumbral No 2 Scheme**  
"Dunumbral"  
Latitude: -29.446811  
Longitude: 148.248947

**Dunsandle No 3 Scheme**  
"Dunsandle"  
Latitude: -29.168056  
Longitude: 146.380278

#### PROVISIONAL BORES

**Narba BWT Scheme**  
Trust Bore  
Latitude: -29.61902778  
Longitude: 149.1143778

**Keelendi No 3 Scheme**  
**Ginghet Nature Reserve**  
Latitude: -30.344547  
Longitude: 148.847265

**Brindingabba No 8 Scheme**  
**Brindingabba Station**  
Latitude: -29.147872  
Longitude: 144.819014

**Moora Scheme**  
**"Lot 18 Moora"**  
Latitude: -30.375432  
Longitude: 148.227148

**Wilga Scheme**  
**"Bora"**  
Latitude: -29.473898  
Longitude: 146.525564

**Brewon No 2 BWT Scheme**  
**"Keelendi"**  
Latitude: -30.408611  
Longitude: 147.476111

**Brindingabba No 2 Scheme**  
**"Killowen"**  
Latitude: -29.219298  
Longitude: 144.756210

**Marra Scheme**  
**"The Marra"**  
Latitude: -30.63318611  
Longitude: 147.090631

**Riverfall Scheme**  
**"Goolring"**  
Latitude: -29.150676  
Longitude: 145.671196

### 3 Description of the Works

The Works are:

Design and construction of five (5) new bores and decommissioning of seven (7) existing bores as follows:

#### 2020-2021

Design and construction of three (3) new bore to be constructed by 30 March 2021 at:

- "Borgara"
- "Wandella"
- "Glenroy"

Decommissioning of five (5) existing bores by 30 May 2021 at:

- "Borgara" – 3 bores
- "Wandella" – 1 bore
- "Glenroy" - 1 bore

#### 2021-2022

Design and construction of two (2) new bore to be constructed by 30 March 2022 at:

- "Dunsandle"
- "Dunumbral"

Decommissioning of existing bores by 30 March 2022 at:

- "Dunsandle"
- "Dunumbral"

**Provisional Works for nine (9) other bores:**

#### Proposed 2021-22

- Narba bore and decommissioning

#### Proposed 2022-23

- Keelendi No 3 bore and decommissioning
- Brindingabba No 8 bore and decommissioning
- Moora bore and decommissioning

#### Proposed 2023-24

- Wilga bore and decommissioning 2 bores
- Brewon No 2 bore and decommissioning

**To be allocated from 2021**

- Brindigabba No 2 bore and decommissioning
- Marra bore and decommissioning
- Riverfall bore and decommissioning x 2

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## Principal's details

### 4 Principal

The Principal is: Water Administration Ministerial Corporation

### 5 Principal's Authorised Person

The *Principal's Authorised Person* is: Boama Amofo  
The *Principal's Authorised Persons' Delegate* is: Monty Seton

### 6 Notices to the Principal

Office address:  
(for delivery by hand) Department of Planning, Industry and Environment  
209 Cobra St  
DUBBO NSW 2860

Postal address:  
(for delivery by post) 209 Cobra St  
DUBBO NSW 2860

Facsimile number: N/A

e-mail address: monty.seton@dpie.nsw.gov.au

### 7 Principal's Senior executive

The Principal's senior executive is: Paul Weedon

Office address:  
(for delivery by hand) 7160 Olympic Highway  
WAGGA WAGGA  
NSW 2650

Postal address:  
(for delivery by post) PO Box 10  
WAGGA WAGGA

NSW 2650

Facsimile number: N/A

e-mail address: [paul.weedon@dpie.nsw.gov.au](mailto:paul.weedon@dpie.nsw.gov.au)

### Contractor's details

#### 8 Contractor

The Contractor is: Watermin Drillers Pty Ltd .....  
ABN 76 001 313 499.....

#### 9 Contractor's Authorised Person

The Contractor's Authorised Person is: [REDACTED] .....

#### 10 Notices to the Contractor

Office address: 25-27 Tynan Street,  
(for delivery by hand) Orange NSW 2800 ...

Postal address: .....  
(for delivery by post) PO Box 329  
Orange NSW 2800 ...

Facsimile number: 02 63623164.....

e-mail address: [REDACTED]@watermindrillers.com.au .....

#### 11 Contractor's senior executive

The Contractor's senior executive is: [REDACTED]

Office address: .....  
(for delivery by hand) 25-27 Tynan Street...  
Orange NSW 2800...

Postal address: .....PO  
(for delivery by post) Box 139  
Orange...NSW 2800.....

Facsimile number: 02 63623164.....

e-mail address: waterbores@watermindrillers.com.au

## Dates and times

### 12 Date of Contract

The Date of Contract is: .....

("the date of the *Letter of Award*", applies if not filled in).

### 13 Times for Site access and Completion

Milestone Number	Time Period for giving Site access	Time Period for Completion
1. New Borgara Bore	7 days after the Date of Contract	5 weeks from the Date of Contract
2. New Wandella Bore	7 days from Completion of Milestone 1	10 weeks from Date of contract
3. New Glenroy Bore	7 days from Completion of Milestone 2	15 weeks from Date of contract.
4. Decommissioning of: <ul style="list-style-type: none"> <li>• Borgara Bore</li> <li>• Warren Downs Bore</li> <li>• Borgara Bore No 2</li> <li>• Wandella Bore</li> <li>• Glenroy Bore</li> </ul>	7 days from Completion of Milestone 3	23 weeks from Date of contract
<i>Jul 2021</i>		
5. New Dunsandle Bore	30 July 2021	5 weeks after commencement in 2021-22 financial year
6. New Dunumbral	14 days from Completion of Milestone 5	8 weeks after commencement in 2021-22 financial year
7. Decommissioning of? <ul style="list-style-type: none"> <li>• Dunumbral Bore</li> <li>• Dunsandle Bore</li> </ul>	14 days from Completion of Milestone 6	14 weeks after commencement in 2021-22 financial year
PROVISIONAL BORES	To be negotiated by the parties.	
<ul style="list-style-type: none"> <li>• Narba bore and decommissioning</li> <li>• Keelendi No 3 bore and decommissioning</li> <li>• Brindingabba No 8 bore and decommissioning</li> <li>• Moora bore and decommissioning</li> </ul>		

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- Wilga bore and decommissioning  
2 bores
  - Brewon no 2 bore and decommissioning
  - Brindingabba no 2 bore and decommissioning
  - Marra bore and decommissioning
  - Riverfall bore and decommissioning x 2
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## Statutory and Government requirements

### 14 Fees, charges and approvals

Approvals that have been obtained or will be obtained, and fees and charges that have been paid or will be paid, by the Principal are:

For each bore:

- Review of Environmental Factors
- Work Approval

### 15 Compliance with NSW Government guidelines

#### A - Work Health and Safety (WHS)

Is the Contractor required to implement a Corporate WHS Management System acceptable to the Principal? (Yes/No)

No

Is the Contractor required to submit a WHS Management Plan in accordance with the *WHS Regulation 2017* (NSW)? (Yes/No)

Yes

If required, the WHS Management Plan must be provided:

not less than 14 days before starting work on the Site

#### B - Workplace Relations

Is the Contractor required to submit a Workplace Relations Management Plan? (Yes/No)

No

If required, the Workplace Relations Management Plan must be provided:

N/A

#### C - Quality Management

Is the Contractor required to implement a certified Quality Management System? (Yes/No)

No

Is the Contractor required to submit a Quality Management Plan? (Yes/No) **Yes**

If required, the Quality Management Plan must be provided: **before starting design or construction work in connection with the Contract**

#### **D - Environmental Management**

Is the Contractor required to implement an accredited Environmental Management System? (Yes/No) **No**

Is the Contractor required to submit an Environmental Management Plan? (Yes/No) **Yes**

If required, the Environmental Management Plan must be provided: **at least 14 days before starting work on the Site.**

#### **E - Skills Development and Training**

Is the Contractor required to meet and report on commitments for engaging apprentices and trainees for the Contract work? (Yes/No) **No**

#### **F - Aboriginal Participation**

The Aboriginal Participation Project Category is: **Category 3**

An Aboriginal Participation Plan must be provided: **within 60 days after the Date of Contract" applies if not filled in**

An Aboriginal Participation Report must be provided: **when the Contract is 90% complete**

Is the Contractor required to submit copies of the Aboriginal Participation Plan and Participation Report to the NSW Procurement Board? (Yes/No) **No**

### **16 Requirements for Commonwealth Funded projects**

**A - Building Code 2016**

Is the Contractor required to comply with the Building Code 2016? No

**B - Australian Government Building and Construction OHS Accreditation Scheme**

Is the Contractor required to maintain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme? No

**17 Principal contractor**

Is the Contractor appointed as principal contractor? (Yes/No) Yes

**18 Working hours and working days**

Working hours and working days are: to comply with *Statutory Requirements*

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**Liability**
**19 Limitation of liability**

Subject to clause 26.9, the limit of the Contractor's liability to the Principal in respect of any one occurrence in connection with loss or liability other than personal injury or death is: \$5Mil

**20 Proportionate liability**

Is proportionate liability excluded from the Contract? (Yes/No) Yes

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**Insurance**
**21 Works insurance**

The party responsible for effecting Works insurance is: the Principal  
 Minimum cover is: the amount specified in Schedule 10  
 Period of cover is: as specified in Schedule 10

**22 Public liability insurance**

The party responsible for effecting public liability insurance is:

the Principal

Minimum cover is:

the amount specified in Schedule 10

Period of cover is:

As specified in Schedule 10

### 23 Workers compensation insurance

Minimum cover is:

as required by law.

Period of cover is:

until issue of the *Final Payment Schedule*.

### 24 Professional indemnity insurance

Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No)

Yes

Minimum cover is:

\$500,000 or 20% of the *Contract Price*, whichever is the greater, to a maximum of \$5 million.

Period of cover is:

until issue of the *Final Payment Schedule*.

### 25 Marine liability insurance

Minimum cover is:

\$5 million for any one occurrence.

Period of cover is:

the whole of the period of use of waterborne craft of 8 or more metres in length on work in connection with the Contract.

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## Contract Documents

### 26 Other Contract Documents

Other *Contract Documents* (not listed in clause 7) are:

1. the *Letter of Award*, and any formal agreement or deed constituting the Contract; and
2. the following written communications between the parties:
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## Principal's Documents

### 27 Copies of Principal's Documents

The number of copies of the *Principal's Documents* to be provided to the Contractor is:

1 electronic copy

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## Contractor's Documents

### 28 Copies of Contractor's Documents

The number of copies of the *Contractor's Documents* to be provided to the Principal is:

1 electronic copy in a format acceptable to the Principal

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## Subcontract work

### 29 Inclusion of consistent requirements in Subcontracts

The Subcontract value requiring inclusion of the provisions set out in Schedule 9 (Subcontract requirements) is:

\$100,000.00.

### 30 Payment period for Subcontracts

The maximum period before payment, for Subcontracts less than the value stated in Contract Information item 29, is:

30 *Business Days*.

### 31 Preferred Subcontractors

The *Preferred Subcontractors* referred to in clause 29 are:

Class of work	Subcontractors
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Not applicable

### 32 Subcontractor's warranty

Trades or areas of work requiring a Subcontractor's warranty are:

Not required

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## Undertakings

### 33 Completion Undertaking

**A - For Contractors selected to tender for the Contract from the Office of Finance & Services 'Best Practice' Contractor Accreditation Scheme**

The amount of the *Completion Undertaking* is: 2% of the *Contract Price* at the Date of Contract

**B - For All Other Contractors**

The amount of the *Completion Undertaking* is: 4% of the *Contract Price* at the Date of Contract for the first \$10 million plus 2% of any amount over \$10 million

**34 Post-Completion Undertaking**

The Amount of *Post-Completion Undertaking* is: 1% of the *Contract Price* at the Date of Contract

**35 Return of Post-Completion Undertaking**

The period at the end of which the *Post-Completion Undertaking* must be returned is: 12 months.

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**Site information**

**36 Site information**

**A - Documents not guaranteed for completeness**

Documents not guaranteed for completeness are: N/A

**B - Documents not guaranteed for accuracy, quality or completeness**

Documents not guaranteed for accuracy, quality or completeness are: Review of Environmental Factors for each bore

**37 Site Conditions**

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions* other than carrying out *Variations* instructed by the Principal? (Yes/No) No

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## Design and documentation

### 38 Scope of design activities

#### A - Design by the Contractor

- |    |  |                     |
|----|--|---------------------|
| .1 | Items and components of the Works for which the Contractor is responsible for developing the preliminary design provided by the Principal (clause 39.1.2): | Whole of Works      |
| .2 | Items and components of the Works which the Contractor must fully design (clause 39.1.3):  | Whole of Works      |
| .3 | Items, services and components of the Works in respect of which the Contractor may depart from the design provided by the Principal (clause 39.7):         | no items identified |

#### B - Building Code of Australia

Does the Building Code of Australia apply? (Yes/No)	No
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## Innovation

### 39 Innovation

The percentage of financial benefit to be allocated to the Contractor is:	50%
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## Payments

### 40 Contract Price at the Date of Contract

The <i>Contract Price</i> at the Date of Contract is:	\$5,9200,250.50.....
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#### Basis of payment

The basis of payment is:	Lump sum with <i>Rate Items</i>
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**41 Rise or fall adjustments**

Are rise or fall adjustments applicable to the Contract (excluding *Daywork*)? (Yes/No) No

**42 Provisional Sums**

*Provisional Sum* items referred to in clause 55.4 are: Listed in Tender Schedules – Schedule of Provisional Sums

**43 Provisional Sum margin**

The *Provisional Sum* margin includes profit and off-site overheads: and on-site overheads including attendance and administration

The *Provisional Sum* margin is: 10%

**44 Contractor's Margin**

The *Contractor's Margin* includes profit and off-site overheads: and on site overheads including attendance and administration

The percentage for *Contractor's Margin* is: 10%

**45 Amount of Prepayment**

The amount of *Prepayment* is: 10% of the *Contract Price* at the Date of Contract

**46 Payment date and method****A - Date for Payment Claims**

The date in the month for making *Payment Claims* is: the last *Business Day* prior to the end of each calendar month

**B - Method of payment**

*Milestones* for which payment will not be made until after they reach *Completion*:

- Milestone* »1
- Milestone* »2
- Milestone* »3
- Milestone* »4
- Milestone* »5
- Milestone* »6
- Milestone* »7

Milestones for any Provisional Works to be negotiated by the parties.

#### 47 Completion Amount

The *Completion Amount* is: 3% of the contract price

The *Completion Amount* is payable after: *Completion of the whole of the Works*

(*Completion of the whole of the Works/Completion of Milestone »*)

#### 48 Interest on late payments

The rate of interest per annum is: 8%

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### Delay costs

#### 49 Delay costs and liquidated damages

##### A1 - Delay costs for delay in access to the Site

The rate in item 49A1 applies only if the Principal fails to give initial access to the Site as required by clause 34. The rate does not apply where the Principal fails to give Site access for a *Milestone* by the required time, unless that *Milestone* is the first to proceed after the Contractor has established on the Site.

The rate per day for delay costs due to the Principal's failure to give the Contractor initial access to the Site in accordance with clause 34 is: Nil

##### A2 - Delay costs for delay other than in access to the Site

The rate or rates in item 49A2 apply when the rate in item 49A1 is not applicable, in accordance with clause 51.

The rates per day for delay costs payable when there are delays to *Completion of Milestones\** are: 1.5% of the *contract price* divided by the *contract duration* in weeks

##### B - Liquidated damages

Do liquidated damages apply to this Contract? (Yes/No) Yes

The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for *Milestones* and is: Not applicable

The rates per day for liquidated damages for *Milestones*\* are:

*Milestone 1,2,3,5,6: \$1,000*

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## Engagement of Valuer

### 50 Engagement of Valuer

#### A - Engagement of Valuer

Must a Valuer be engaged?  
(Yes/No) No

#### B - Person to select the Valuer

The person is: The CHIEF EXECUTIVE OFFICER,  
LEADR & IAMA,  
Level 1, 13-25 Bridge Street,  
SYDNEY NSW 2000

Telephone number: 02 9251 3366

Facsimile number: 02 9521 3733

#### C - Litigation Threshold

The threshold amount for litigation following a Valuer's determination is: \$100,000

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## Expert Determination

### 51 Time to refer Issue to Expert Determination

The time within which either party may refer an *Issue to Expert Determination* is: 28 days after becoming entitled under clause 70.2

### 52 Expert Determination representative

The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is: the Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise

Office address:  
(for delivery by hand) as shown in Contract Information item 7

Postal address:  
(for delivery by post) as shown in Contract Information item 7

Facsimile number: as shown in Contract Information item 7

e-mail address: as shown in Contract Information item 7

### **53 Person to nominate an Expert**

The person is: Chief Executive Officer  
Australian Disputes Centre  
Level 16  
1 Castlereagh Street  
Sydney NSW 2000

Telephone number: (02) 9239 0700

Facsimile number: (02) 9223 7053

### **54 Threshold amount for litigation**

The threshold amount for litigation following an *Expert's* determination is: \$500,000.

**Schedule 2**

**Undertaking**

**On behalf of the Contractor**

Name of Financial Institution: .....

The Principal: »

The Contractor: .....

ABN .....

Security Amount: \$ .....

The Contract: The contract between the Principal and the Contractor

Contract Name: »

Contract Number: »

**Undertaking**

- .1 At the request of the Contractor and the Financial Institution, and in consideration of the Principal accepting this *Undertaking* from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
- .2 The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
- .3 The Principal must not assign this *Undertaking* without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- .4 This *Undertaking* continues until one of the following occurs:
  - .1 the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
  - .2 this *Undertaking* is returned to the Financial Institution; or
  - .3 the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
- .5 At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this *Undertaking* (or a lesser sum specified by the Principal), and the liability of the Financial Institution will then immediately end.

Dated ..... at .....

**Execution by the Financial Institution:**