

REQUEST FOR TENDER



Request for Tender	Decommissioning and Construction of Water Bore Supply
Tender Number:	RFT TE 2018/19-02
Deadline:	3.00 pm, Friday, 22 March 2019

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1 CONDITIONS OF TENDER

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Principal is seeking Tenders from suitably qualified and experienced Contractors to construct a groundwater production bore to replace the existing bore currently being used as a water supply for the Denham Town Oval.

The existing bore is required to be decommissioned after the acceptance and commissioning of the new bore by the Principal.

A full statement of the Requirements required under the Contract appears in the Specification – Part 2 and the General Conditions of Contract – Part 3

1.2 BUDGET

The Principal reserves the right to not proceed with this contract in the event Tenderers prices exceed its budget.

The Principal's budget for this project is: \$625 000.00 ex Gst - \$687 500.00 Inc GST.

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Contract:	Means the document, which constitutes or evidences or, as the case may be, all the documents, which constitute or evidence the final and concluded agreement between the Principal and the Contractor;
Contractor:	Means the person or persons, corporation or corporations and includes the executors or administrators, successors and assigns such person or persons, corporation or corporations who is accepted by the Principal to deliver the Services;
Deadline:	The deadline for lodgement of your Tender; as shown on the front page of this Request;
Conditions of Contract:	Means the Conditions of Contract nominated in Part 3 of this Request;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Means the Western Australian Local Government known as The Shire of Shark Bay
RFT or Request for Tender or Request:	This document;
Selection Criteria:	The criteria used by the Principal in evaluating your Tender;
Specification:	The statement of Requirements that the Principal requests you to provide if selected;
Tender:	Completed Offer, response to the Selection Criteria and Attachments;
Tenderer:	Someone who has or intends to submit an Offer to the Principal;
Tender Period:	The time between advertising the Request and the Deadline;

1.4 CONTACT PERSON

Tenderers should not rely on any information provided by any person other than that listed below:

Enquiries	
Name:	Brian Galvin
Telephone:	0428 178 501
E-mail:	works@sharkbay.wa.gov.au

1.5 LODGEMENT OF TENDERS AND DELIVERY METHOD

Tenders must be lodged by the Deadline as detailed on the front cover of this document.

Tenders are to be:

- (a) Tenders may be lodged electronically through admin@sharkbay.wa.gov.au or by Hand or Mail, and addressed to

Private and Confidential

Decommissioning and Construction of Water Bore Supply

Shire Of Shark Bay

CEO

65 -67 Knight Tce

Denham 6537

prior to the Deadline.

It is the responsibility of the Tenderer to ensure that submissions are received by the Deadline. Tenderers should allow sufficient time for electronic Tender lodgement, including time that may be required for file uploading and any problem analysis and resolution prior to the Deadline.

The preferred format for submissions is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office applications.

All pages shall be numbered consecutively and the Tender shall include an index.

1.6 REJECTION OF TENDERS

A Tender will be rejected without consideration of its merits in the event that:

- (a) it is not submitted before the Deadline; or
- (b) it is not submitted at the place specified in the Request; or
- (b) it may be rejected if it fails to comply with any other requirements of the request.
- (c) the Tenderers Tender exceeds the Principal's budget.

A Tender may also be rejected if it fails to comply with any other requirements of this Request. Tenders containing alterations or erasures; handwritten amendments which are not initialled; or information which is not clear or legible, may be excluded

from the evaluation process.

1.7 LATE TENDERS

Tenders received:

- (a) after the Deadline; or
- (b) in a place other than that stipulated in this Request; will not be accepted for evaluation.

1.8 ACCEPTANCE OF TENDERS

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

1.9 TENDERERS TO INFORM THEMSELVES

Tenderers warrant and shall be deemed to have:

- (a) examined this Request and any other information available in writing to Tenderers for the purpose of responding;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Tender including proposed prices which will be deemed to cover the cost of complying with all the Conditions of Tender and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- (d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- (e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

1.9.1 SELECTION CRITERIA

The Contract may be awarded to a Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The Tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

Tender's exceeding the Principals budget may be rejected in the Principal's sole discretion.

1.9.2 COMPLIANCE CRITERIA

These criteria are detailed within Part 4 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

1.9.3 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 4 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the Tender evaluation process or a low score.

1.9.4 PRICE CONSIDERATIONS

The Tenderer shall lodge with the Principal a detailed Schedule of Prices and Rates in the format shown in the Price Schedules. The breakdown shall be used during the currency of the contract for the valuation of work.

The non-weighted cost method is used where functional considerations such as capacity, quality, transitional and adaptability are seen to be crucial to the outcome of the contract. The evaluation panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- (a) the qualitative ranking of each Tenderer; and
- (b) the pricing submitted by each Tenderer.
- (c) the Principal's budget

Once the Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The Tendered price will be considered along with related factors affecting the total cost to the Principal. eg the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.9.5 PRICE BASIS

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices Tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.10 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by Tenderers as part of or in support of this Request will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of this Request for Tender process provided that the Tenderer be entitled to retain copyright and other

intellectual property rights therein, unless otherwise provided by the Contract.

1.11 CANVASSING

If a Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors (as the case may be) or Officers or agents or Principal's Representatives with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its discretion omit the Tenderer from consideration.

1.12 COSTS OF TENDER

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

1.13 IN HOUSE TENDERS

The Principal does not intend to submit an In House Tender.

1.14 RFT OPENING

The Tender opening will be held as soon as practicable after the Deadline at the Principals office.

2 SPECIFICATION

The information within this Specification is provided for the convenience of and to assist the Contractor.

The Principal has taken reasonable steps to ensure the information contained herein is correct, however it does not guarantee the accuracy or completeness of the information.

The Contractor shall ensure:

- The works are carried out in line with all statutory and regulatory requirements;
- That any potential risks to the community or the environment in the undertaking of the works are minimised to the maximum extent possible; and
- Appropriate measures are in place to avoid the need for variations to the project budget; and;
- The project is delivered in an expeditious and cost-effective manner.

2.1 BACKGROUND TO THE CONTRACT

The Shire of Shark Bay depends on reliable, competent and controlled artesian water bores to provide the supply necessary to facilitate the watering of various facilities within the Shire and for fire-fighting purposes.

The Shire has a requirement for a licensed Class 3 Drilling Contractor to undertake the drilling and bore construction operations necessary to provide a competent water supply bore at the Shark Bay Oval.

The bore will permit the current supply of water at the Shark Bay Oval location to be maintained.

The existing Oval Bore will be decommissioned as part of the overall project.

2.2 OBJECTIVES OF THE CONTRACT

- To construct a fully controlled groundwater supply bore in line with all established good drilling practices and all applicable Occupational Safety and Health guidelines, to replace an existing water supply bore that is failing.
- To decommission an existing bore in line with Department of Water and Environmental Regulation guidelines.

2.3 SCOPE OF WORK

2.3.1 Construction of a Replacement Bore

The construction of a groundwater production bore to approximately 526 metres total depth to replace a failing current water supply bore.

- The bore is expected to intercept the Birdrong Sandstone;
- The bore shall be cased with 150mm NB casing and have a 100mm NB screen assembly of 316 Stainless steel material installed.
- The completed bore is to be equipped at surface with stainless steel controllable headworks in line with those used to equip the bores completed during the Carnarvon Artesian Basin Rehabilitation Program.

2.3.2 Decommissioning of the Existing Bore

- The existing bore at the Oval will be decommissioned.
- Provisional Procedures for the decommissioning operations are sent as separate documents to this Specification.

2.3.3 Existing Bore History

- The existing bore Oval water supply bore was constructed and commissioned *circa* 1997 to approximately 526 metres depth and is currently cased with 75mm FRP casing to 464 metres.
- The FRP casing has drilled holes from 433 metres to 464 metres depth.

2.3.4 Site Access

- Access to the bore site is by way of formed roads and tracks.

2.4 NATURE OF THE CONTRACT

2.4.1 The Contract is a Schedule of Rates Contract

- Payment shall be made on the basis of measured quantities of work done and materials used at the Rates Tendered and agreed in the Schedules.
- While quantities indicated in the Schedules may be close to those being required, they are provisional only and may not reflect actual quantities. They will be used to provide a consistent comparison of bids.

2.4.2 On-Site Supervision

- It is anticipated the operations conducted under this Contract will be supervised by a duly experienced Class 3 Drilling Supervisor having appropriate knowledge of the Carnarvon Artesian Basin.
- The Drilling Supervisor will be appointed by the Shire of Shark Bay.

2.4.3 Mobilisation

Mobilisation to the bore-site at the Oval bore shall include the provision on-site of;

- All equipment required to successfully complete the bore as specified.
- All equipment required to successfully decommission the existing water supply bore.
- All materials necessary for the successful completion of both operations nominated.

2.4.4 Demobilisation

Demobilisation from the site shall include;

- Removal of all equipment and materials from the drill site.
- Rehabilitation of the site on completion of all operations, so as to bring it to a state as near as practicable that existing prior to any drilling operations being undertaken.

2.4.5 Drill Site Location

- The new bore at site will be constructed in close proximity to the existing Oval Water Supply Bore.
- The actual location will be determined by Shire of Shark Bay responsible officers.

2.4.6 Drill Pad

- If required, a competent drill pad to provide a safe working area, will be constructed at site by the Shire of Shark Bay.
- Said drill pad will be constructed by the Shire of Shark Bay to the dimensions provided by the Contractor, at all times taking into considerations any space limitations at the site.

2.4.7 Crew Accommodation and Messing Arrangements

- The Contractor shall be responsible for all matters relevant to crew accommodation and meals.
- The Contractor shall make suitable arrangements to ensure this aspect is in place for the duration of the operations necessary to undertake the works described under the Contract.

2.5 OCCUPATIONAL SAFETY AND HEALTH SAFETY CONSIDERATIONS

2.5.1 Relevant Occupational Safety and Health Compliance Requirements

- *Occupational Safety and Health Act 1984*
- *Occupational Safety and Health Regulations 1996*

2.5.2 Compliance with all relevant Legislation

- All personnel engaged on-site or visiting site shall be conversant with all aspect of current Occupational Safety and Health Legislation requirements.
- All personnel on-site shall comply with all aspects of current legislative requirements for Occupational Safety and Health at all times.

2.5.3 Injury or Accident

- Any injury or accident that requires reporting to a the regulating body, shall be reported without delay.
- Any injury or accident involving Contractor personnel shall be reported on the Daily Log Sheets.
- Any such injury or accident shall be investigated as to any casual factors.
- Accurate records shall be kept as to the location of any incident noted above, whether on-site or travelling to or from site.

2.5.4 Tool-Box Safety Meetings

- Regular crew meetings involving all Contractor personnel and the Drilling Supervisor shall be conducted at regular intervals.
- Matters arising in the meetings shall be noted on a dedicated form and a copy of the formal meeting notes shall be provided to the Drilling Supervisor.

2.5.5 Personal Protective Equipment (PPE)

- All Contractor personnel shall be supplied with, instructed in the use of and wear relevant Personal Protective Equipment (PPE) which shall include steel capped safety boots, safety helmet and eye and ear protection as a minimum.
- Any personnel visiting the drill site area shall comply with all requirements relevant to the wearing of appropriate Personal Protective Equipment. The Contractor person in charge shall ensure this requirement is met.
- The drilling unit and its associated parts shall be posted with signage warning of any particular Personal Protective Equipment required in any area where work is being undertaken.

2.5.6 Codes and Standards

Any materials used and mode of working operations shall comply with the provisions of the current issue of relevant Australian Codes and Standards including but not limited to:

- Minimum Construction Requirements for Water Bores in Australia.
- AS 2368-1990 Test Pumping of Water Wells.
- AS 3972-1997 Portland and Blended Cements.

2.5.7 Environmental Considerations

- The Contractor and crew are to take all reasonable care to ensure the environment is not damaged by their actions.
- If further clearing of vegetation is considered warranted, the issue shall be first discussed with the Shire of Shark Bay on-site Supervisor who will then refer the matter to the Shire of Shark Bay for any approvals necessary.
- Any requests for further clearing shall be stated in the written form.
- Any such approvals granted should be in the written form.

2.5.8 Security of the Drill Site

- The Oval Bore is relatively close to the town centre and it is possible that site security may be a problem.
- Contractors should be aware of this possibility when Tendering.
- Any site security measures considered necessary by the Contractor will be deemed to be included within the Mobilisation/Demobilisation prices as Tendered.
- The Contractor is solely responsible for the security of all plant of equipment.
- The drill hole being left overnight should be so protected as to prevent any objects being dropped down the hole.

2.5.9 Sanitation Matters

- Personnel engaged in the work at the drilling site are reminded that since the operations are close to the town centre, all sanitation matters shall be undertaken with all due consideration for residents, passers-by and future users of the area.
- All sanitation issues shall be undertaken with this in mind.

2.5.10 Anticipated Lithology

Expected formations that may be encountered are interpreted from the Department of Water and Environmental Regulation - All Site Details Report (Attached)

- 0m to 89m – Sand, Sandstone, Shells.
- 89m to 181m – Calcarenite, Limestone.
- 181m to 498m – Shales, Sand Lenses, Chert.
- 498m to 530m – Chert with Sand Lenses, Shales, Sandstone.

2.5.11 Muderong Shale, the Confining Layer

- The base of the Muderong Shale confining layer is as shown on the attached Geophysical Log and appears to be at ~ 498 metres with some sand lenses commencing 15 metres above that depth.
- This may also be determined from the Department of Water and Environmental Regulation - All Site Details Report.

2.5.12 Historical Flow Rate – Salinity – Artesian Head Pressure

- The Carnarvon Artesian Basin Infrastructure Survey conducted in November 1997, indicates that the Shark Bay Oval Bore flowed at 864m³ per day.
- The salinity was noted as being 5041mg/litre TDS.
- A pressure gauge incorporated into the headworks was reading 35psi at the time of the CAB Infrastructure Survey. This equates to a 24 metre pressure head.
- A note in the Survey for the bore makes mention that there had been problems with the gauge and it is possible this reading may be in error.
-

2.5.13 Information Provided and Attached

- Geophysical Log of the bore run in 1997 available on request (JPEG)
- Department of Water and Environmental Regulation - All Site Details for the bore.

2.5.14 Description of New Bore Requirements - Licensing

- The Shire of Shark Bay has been granted a 26D Licence to construct the bore.
- To comply with Department of Water and Environmental Regulation requirements, this Groundwater Well Licence must be sighted by the Drilling Contractor prior to the commencement of any operations on the new bore.

2.6 DRILLING OPERATIONS – GENERAL

2.6.1 Contractor Personnel

Personnel employed for the operations shall;

- Be experienced in this type of bore construction.
- Hold relevant and current licences for any machinery being operated.
- Maintain a minimum of 2 personnel on site at all times the rig is operating.

2.6.2 Driller Licence Requirements

- The driller(s) employed for the work shall hold current certification to Class 3 with the Australian Drilling Industry Association issued by the Western Australian Branch.
- Details of all licensing shall be Tendered and entered in the Request for Tender Documents.

2.6.3 Department of Water and Environmental Regulation – Licence Conditions – Minimum Annulus

- All casings grouted into a bore are required by The Department of Water and Environmental Regulation to have a minimum grouting annulus of 30mm over the casing maximum diameter, which is generally at the casing connections.
- This condition will generally be stated on the Groundwater Well Licence.

2.6.4 Equipment Wash-Down

- Prior to entry to the drill site the drilling rig and all ancillary equipment shall be washed down with a Sodium Hypochlorite solution.

2.6.5 Working Hours

- Crew attendance at site and Working Hours may be negotiated with the Principal's Drilling Supervisor.
- To lessen the impact of operations on local residents, the drilling unit Working Hours should be confined to the hours of 0700 through to 1730.
- In the event it is necessary to continue an operation past 1730 to maintain control and security of the borehole, the Drilling Supervisor will advise the Shire of Shark Bay and discuss the matter.

2.6.6 Stand-By Time

Stand-By Time will generally only be applicable when;

- Waiting on grout cure following a grouting operation.
- A request is made by the Drilling Supervisor to wait for a decision from the Principal.

2.6.7 Records of Operations

A Contractor's Daily Summary Log shall be prepared for each day's operations and shall provide detail of all matters on-site including but not limited to:

- The names of all persons on site and who may have been on site and shall detail the day's operations clearly and concisely.
- Details of formations drilled and the depths of any changes.

- Record of materials, drilling fluids or additives used.
- Details of the mud pump or compressor in use.
- Notification of any injury or accident with relevant details.
- This Daily Summary Log shall be checked and signed off by the on-site Supervisor each morning.
- Any discrepancies noted shall be discussed and a solution arrived at, at that time.

2.6.8 Verticality of Bore

- The bore shall be drilled and cased vertical as defined by the Australian Drilling Industry Association.
- The requirement is for the provision of a clean straight hole that geophysical logging operations and casing operations may be freely conducted in.
- Should it not be possible to run geophysical logging or casing operations, the Contractor shall clean out the hole at no cost to the Principal, to permit the geophysical logging and/or casing operations to be successfully completed.

2.6.9 Compliance with Minimum Construction Requirements for Water Bores in Australia Edition 3

- At all times, operations shall be in line with the Minimum Construction Requirements for Water Bores in Australia Edition 3.
- Where Groundwater Well Licence conditions differ, the Groundwater Well Licence conditions will take precedence.

2.6.10 Provision of Water for the Construction and Decommissioning Operations

- The Contractor is responsible for the provision of all water required for mud make-up and grouting requirements and for general washing down of equipment.
- Bore water should be used for washing down.
- Water used for the formulation of grouting and cementing mediums shall be potable fresh water.

2.6.11 Supply of Drilling Fluids

- All drilling muds and fluid additives for the Contract shall be supplied by the Contractor.
- Price Tendered for the Supply of Drilling Fluids shall be indicated at Item B15 in the Schedule B – Materials.
- Due to the location of the drill site and proximity to the town centre, any drilling mud formulation additives should be kept in a locked container.

2.6.12 Record of Lithology While Drilling

- As a normal part of the drilling operations, the driller shall keep a record of strata encountered with identification of any changes in strata noted.
- The Drilling Supervisor should be notified of any change in the formation being drilled.

2.6.13 Sampling of Drill Cuttings

- As a normal routine, drill cuttings samples shall be taken at 6 metre intervals and be laid out for ease of subsequent identification.
- If the Drilling Supervisor directs, samples shall be taken at intervals of 1 metre.
- This need for 1 metre sampling is expected to be towards the bottom of the Muderong Shale for identification of the aquiclude boundary and extend to the bottom in the Birdrong Sandstone.
- When drilling the intended screen area, a sieve analysis shall be carried out.
- This analysis will determine and confirm the correct screen aperture to install in the bore.

2.6.14 Geophysical Logging

- Geophysical Logging operations shall be conducted by an industry recognised operator.

- The suite of logs to be run in this bore is;
 - Gamma
 - Long-Short Normal Resistivity

2.6.15 Lost Circulation Drilling

- It is possible that loss of mud circulation may be experienced in some zones during the bore construction.
- Should any Loss of Circulation be problematic, the situation should be conveyed to the on-site Supervisor as soon as possible.
- A rate for Lost Circulation Drilling is included in the Operations Schedule, Schedule A at Item A18.
- A Trigger Point, to be defined by the Contractor, will be used to establish the application of the Lost Circulation Drilling Rate. This is to be included in the Schedule where indicated.

2.6.16 Slow Penetration Drilling – Hard Ground Conditions

- Slow Penetration due to unforeseen ground conditions may occur during the bore construction.
- Should the Slow Penetration be problematic, the situation should be conveyed to the on-site Supervisor as soon as possible.
- A rate for Slow Penetration Drilling is included in the Operations Schedule, Schedule A, Item A19.
- A Trigger Point to be defined by the Contractor will be used to establish the application of the Slow Penetration Drilling Rate. This is to be included in the Schedule where indicated.

2.6.17 Grouting Operations – Capacity on site

- If site-mixed slurry is to be used for the grouting operations, sufficient storage shall be available on site to contain the grout volume required; such that the whole grouting operation may be completed in a single operation.

2.7 GENERAL BORE CONSTRUCTION

2.7.1 Bore Completion Diagrams

- 2 Bore Diagrams are included with this Specification
 - 150mm NB Permaglass FRP Casing with 100mm NB Stainless Steel Screens
 - 150mm NB Schedule 40 Stainless Steel Casing with 100mm NB Stainless Steel Screens

2.7.2 Type of Construction

- The construction method to be employed is the Screens-Telescoped technique;

INTERMEDIATE CASINGS

CONDUCTOR CASINGS

- Casing Diameter - 560mm OD
- Depth – 18 metres

- Diameter - 444mm OD
- Depth – 50 metres

- Diameter – 394mm OD
- Depth – 80 metres

SURFACE CASING

- Diameter – 311mm OD
- Depth – 123 metres

MAIN – PRODUCTION CASING

CASING MATERIAL TYPE: Stainless Steel

DIAMETER: 150mm NB

CASING GRADE: Schedule 40

MAIN – PRODUCTION CASING

CASING MATERIAL TYPE: Permaglass FRP

DIAMETER: 150mm NB

CASING GRADE: Grades to suit Application

2.7.3 Casing Centralisers

- Casing centralisers of inert material shall be fitted at 1 per casing length minimum.

2.7.4 Grouting Annulus

- Unless otherwise stated on the Groundwater Well Licence a minimum grouting annulus of 30mm shall be provided for all casing strings.

2.7.5 Well Screen Assembly Requirement – As Run

- 100mm NB Stainless Sump and end cap – length as required.
- 30 metres Grade 316 Stainless Steel Well Screens – 0.40 - 0.50mm continuous aperture.
- 100mm NB Stainless Steel Riser Pipe – of sufficient length to put the top of the packer 6 metres inside the 150mm NB Casing.
- 150mm x 100mm Vulcanised Bore Packer.

2.7.6 Bore Surface Completion

- Headworks Manifold with 150mm NB stainless steel master gate valve.
- 1000mm square x 500mm deep Completion Concrete Block with 100mm above ground level.

2.7.7 Change to Specified Procedure

- If conditions dictate that a change to any procedure is considered necessary, a Notice to Contractor will be issued by the on-site Drilling Supervisor after consultation with the Contract Principal, to cover that change.
- This Notice to Contractor shall be signed by both the Contractor and the on-site Supervisor.

2.7.8 Mechanical Breakdowns

- The Contractor has sole responsibility for any repairs or time required due to breakdowns to plant and equipment, at no cost to the Principal.

2.7.9 Lost Equipment or Tools Downhole

- The Contractor has sole responsibility for the recovery of any tools or equipment lost in the borehole, at no cost to the Principal.

2.7.10 Site Organisation

- The drill site is in relatively close proximity to the town centre. Care is to be exercised to ensure there is as little impact as possible on the local residents and people using the Oval.
- The site shall be kept well ordered, neat and tidy at all times.
- Drilling muds additives and components should be stored in closed and locked containers where possible.

2.7.11 Testing of Bore Capacity

- If so required by the Principal, the Contractor shall test the bore capacity in line with AS-2368.
- Flow Recession, Static and Dynamic testing shall be conducted.
- Records are to be kept of all readings and all results from the Testing shall be provided to the Principal as soon as possible after completion of operations.

2.7.12 Bore Disinfection

- On completion, the bore shall be disinfected with Sodium Hypochlorite solution mixed in line with the manufacturer's procedure and recommended dosage.
- A Bore Disinfection Procedure is attached to this Specification.

2.7.13 Completion of Bore - Condition

- On completion of operations, the bore shall be clear and sand free to bottom and be free of tools and obstructions.

2.7.14 Completion of Bore – Bore Diagram

- The Contractor shall supply a clear concise bore diagram depicting the construction as completed.
- This bore diagram shall be submitted with the Invoice for the works undertaken.

2.7.15 Rehabilitation – Rubbish Removal

- As far as is practicable, the site shall be left in a condition as close as possible to that existing prior to any drilling operations being undertaken.
- All rubbish attributable to the bore construction operations shall be removed from site and access tracks and disposed of at a suitable rubbish facility.
- Under no circumstances shall rubbish be disposed of in the mud pits.
- On completion of operations requiring their use, any mud pits used shall be pumped as dry as possible and then backfilled and compacted until there is no subsidence evident from vehicle traffic.
- Any vegetation that existed prior to drilling operations should then be spread evenly over the drill site.

2.7.16 Headworks Manifold

- The Contractor is to provide a Stainless Steel surface manifold through which pressures may be read and flow may be directed as desired.
- The manifold shall be seated on a Stainless Steel 150mm NB full-opening gate valve.
- To ensure as little water hammer effect from opening/closing by future operators, outlet valves should also be stainless steel gate valves.
- All bolts, nuts and washers used in the headworks shall be a suitable grade of stainless steel.
- The manifold shall be fitted with a suitable pressure gauge, protected from damage by a dedicated frame, which may be used to check artesian head at any time.

2.8 Decommissioning Operations

- An Age Developments camera has been run in the bore in an effort to determine where the water expressing from outside the casing at surface is emanating from.
- The bore was found to be clear to the bottom of the FRP casing at 464 metres. The camera could also see a short way ahead, that the hole below the bottom of the FRP is clean and smooth.
- The FRP casing has drilled holes from 433 metres to the bottom at 464 metres.

MINOR WORKS CONTRACT CONDITIONS

[insert Principal] of **[insert address]** **[insert ABN]** (Principal)

and

[insert Contractor] of **[insert address]** **[insert ABN]** (Contractor)

(together, the Parties)

Date of Contract:

[Guidance note: this Document is suitable for use for minor works with values of up to \$1 million. For works with a value of more than \$1 million, use an Australian Standard contract and if in doubt, seek advice as to the appropriate Australian Standard contract]

[Guidance note: this Document may be executed by the Parties to form the Contract or may be attached to a RFT or RFQ document as conditions that are deemed to have been accepted by the supplier, and incorporated within the Contract, if the supplier submits a tender or quote. You should seek advice if you are unsure of how to use this Document]

3

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DATE: [INSERT DATE OF EXECUTION BY LAST PARTY TO EXECUTE]
PARTIES:

BACKGROUND

- (a) The Principal has engaged the Contractor to perform the Works.
- (b) This Document sets out the terms and conditions upon which the Contractor shall perform the Works.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Document, except where the context indicates otherwise:

Affected Obligation has the meaning given in clause 29.1(a)(i).

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

Business Day means a day that is not a Saturday, Sunday, a public holiday in Western Australia or 27, 28, 29, 30 or 31 December.

Commencement Date means the date on which the Contract commences in accordance with clause 2.1 or 2.2, as applicable.

Completion means that stage of the execution of the Works where the Works are complete and meet the requirements of the Contract, except for Minor Defects, and all certificates, documents, warranties, guarantees and other information required for the use, operation and maintenance of the Works have been provided to the Principal.

Completion Certificate means a certificate issued by the Principal to the Contractor confirming that Completion has occurred.

Confidential Information means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Party to the other Party which is identified by the disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed by a Party to the other Party or by any other person.

Consequential Loss means any loss of production, revenue, profit, business reputation, opportunities or anticipated savings, and loss arising from wasted overheads or business interruptions.

Construction Contracts Act means the *Construction Contracts Act 2004 (WA)*.

Contract means the agreement between the Parties regarding the performance of the Works containing the terms and conditions set out in this Document.

Contractor means the party who is engaged by the other party to perform the Minor Works under the Contract and whose details may be set out on the front page of this Document.

Contractor's Vehicles and Equipment has the meaning given in clause 25.4.

Contract Price means:

- (a) the prices or rates specified in an Order as the amount to be paid by the Principal to the Contractor for executing the Works the subject of that Order in accordance with the Contract; or
- (b) the amount to be paid by the Principal to the Contractor for executing the Works, in accordance with the Contract, as otherwise set out in the Contract.

Date of Completion means the date specified in a Completion Certificate as the date upon which Completion occurred.

Date for Completion means the date for the completion of the Works specified in an Order or agreed by the Parties in writing. To avoid doubt, the Date for Completion may be set out in the Minor Works Contract Specifics.

Defect means any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Works, or any aspect of the Works, which is not in accordance with the requirements of the Contract.

Defects Liability Period means a period of 12 months from the Date of Completion, as extended as a result of any rectification works carried out during the Defects Liability Period.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in executing the Works which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the execution of the Works.

Dispute means any dispute or difference between the Parties in connection with the Contract.

Dispute Notice has the meaning given in clause 23.1.

Document means this document called 'Minor Works Contract Conditions'.

Extension Request has the meaning given in clause 9.3.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;

- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
 - (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
 - (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
 - (iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances that the Contractor is required to obtain under clause 25.

Intellectual Property Right means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semiconductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967, as amended from time to time, including any application or right to apply for any of these rights.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or approval including a requirement to pay any fees and charges in connection with any Law or approval.

Letter of Award means an Order or other form of document provided by the Principal to the Contractor advising that the Contractor's Request Response was accepted by the Principal.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Minor Defects means Defects which do not prevent the Works from being reasonably capable of being used for their intended purpose and which can be rectified by the Contractor without prejudicing the convenient or effective use of the Works by the Principal.

Minor Works Contract Specifics means the contract information contained in Schedule 1 under the heading 'Minor Works Contract Specifics'.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984 (WA)*, in addition to any other relevant legislation or regulations.

Order means a purchase order or other written direction from the Principal to the Contractor which requires the execution of specified Works.

Parties means the Principal and the Contractor.

Payment Claim means a written claim for payment made by the Contractor to the Principal in accordance with the Contract.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

Principal means the party engaging the other Party to perform the Works under the Contract and whose details may be set out on the front page of this Document.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to perform the Works.

Representative means a representative of a Party as described in clause 29.3.

Request Response means the offer submitted by the Contractor to execute the Works made in response to a Principal Request.

Retention Moneys means moneys withheld by the Principal from amounts otherwise due to the Contractor in accordance with the Contract.

Retention Percentage (if relevant) has the meaning given in clause 19.2.

Retention Sum means the amount (if any) specified as such in any Minor Works Contract Specifics.

Site means the site at which the Works shall be executed.

Specification means a specification or scope of works for the Works:

- (a) provided by the Principal to the Contractor before the Contractor provides its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect and agreed to by the Parties; or
- (c) contained within Schedule 1.

Start Date means the date specified as such in the Principal Request, an Order, in any Minor Works Contract Specifics, or as otherwise agreed by the Parties in writing as the date upon which the Works shall commence.

Sub-contractor means any person or entity engaged by the Contractor in connection with the execution of the Works and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Sustainability Objectives has the meaning given in clause 6.1.

Wilful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

Works means the works to be executed by the Contractor as set out in an Order, any Specification or any Minor Works Contract Specifics.

Works Program means a written document setting out the Contractor's proposed activities and timeline for executing the Works.

Works Variation means a variation to the scope of the Works or the nature of the execution of the Works.

1.2 In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as novated or varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

2 FORMATION OF CONTRACT AND TERM

- 2.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document. To avoid doubt, any failure by the Parties to complete the Minor Works Contract Specifics does not affect the formation of the Contract.
- 2.2 Where this Document is not executed by the Parties:
- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award;
 - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence; and
 - (c) any failure by the Parties to complete the Minor Works Contract Specifics does not affect the formation of the Contract.
- 2.3 The Contract shall terminate:
- (a) by written agreement of the Parties;
 - (b) in accordance with clauses 20.6(b), 20.7 or 20.8(k); or
 - (c) upon the expiry of the Defects Liability Period.
- 2.4 Termination of the Contract shall not affect the rights and liabilities of a Party accrued prior to termination.
- 2.5 Clauses 0 (Definitions and interpretation), 2.4 (regarding accrued rights and liabilities), 2.5 (regarding survival), 8.3 (regarding re-possession of the Site and Works), 16 (Defects Liability Period), 19.6(b) (regarding return of Retention Sum or security), 21 (Termination), 22 (Liability), 23 (Settlement of Disputes), 27 (Confidentiality), 28 (Intellectual Property Rights), 29.4 (Notice) and 29.6 (Governing Law) shall survive termination of the Contract.

3 EXECUTION OF THE WORKS

- 3.1 The Contractor must execute the Works in accordance with the Contract, including any Specification, and in accordance with the approved Works Program, to the Principal's reasonable satisfaction.
- 3.2 The Contractor warrants that it has the skills, experience, expertise and resources necessary to competently execute the Works.

4 COMPLIANCE WITH LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND AGREEMENTS

- 4.1 The Contractor must comply with all Legal Requirements affecting or applicable to the execution of the Works and shall ensure that its Personnel and Sub-contractors also comply with the same.
- 4.2 Without limiting clause 4.1, the Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons employed by the Contractor for the purposes of executing the Works;
 - (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with such remuneration and terms reflecting the industry standard as expressed in industrial awards, agreements and any code of practice applicable to the Contractor's industry;
 - (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 4.2(a) and 4.2(b); and

- (d) comply with the terms of any agreements with its Sub-contractors in relation to the Works.

5 SAFETY OBLIGATIONS

5.1 The Contractor must:

- (a) do all things reasonably necessary to ensure that the Works are executed in a manner that is safe and not likely to cause injury or illness to any person; and
- (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.

5.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:

- (a) as soon as practicable, but in any event within 24 hours, notify the Principal in writing of that injury, property damage, accident or incident; and
- (b) provide the Principal with any further information requested by the Principal.

5.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal they must comply with the Principal's occupational health and safety policies and procedures.

5.4 Without limiting clause 20, the Principal may suspend the whole or part of the performance of the Parties' obligations under the Contract following any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:

- (a) present actual or potential risk of life or serious injury; or
- (b) are otherwise required to be notified under OSH Laws.

6 SUSTAINABLE PROCUREMENT

6.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 6.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

6.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and
 - (v) reducing wastage;
- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);

- (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 6.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 6.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

7 WORKS PROGRAM

- 7.1 Within 10 Business Days of the Commencement Date, the Contractor must prepare and submit to the Principal a draft Works Program for approval by the Principal.
- 7.2 Unless otherwise advised in writing by the Principal, the Works Program must:
- (a) be consistent with the Contract;
 - (b) show key dates and constraints;
 - (c) arrange activities and tasks on a week-by-week basis with each week starting on a Monday;
 - (d) arrange activities and tasks in sequential logical order and on a timeline accurately representing the Contractor's proposed timeline and method for executing the Works; and
 - (e) take into account any requirements and constraints set out in the Specification (if any).
- 7.3 If the Principal approves the Works Program without proposing any amendments, the Principal must give the Contractor written notice of such approval as soon as practicable.
- 7.4 If the Principal suggests amendments or provides other written comments on the draft Works Program, the Contractor must take such amendments or comments into account and, where applicable, provide a revised draft Works Program to the Principal for approval.
- 7.5 Following approval of the draft Works Program by the Principal, the Contractor must provide to the Principal:
- (a) a final version of the Works Program; and
 - (b) a weekly written report regarding compliance with the Works Program.

8 SITE POSSESSION

- 8.1 On and from the Start Date, the Principal shall give the Contractor sufficient possession of the Site for the commencement and execution of the Works. To avoid doubt, possession of the Site shall confer on the Contractor a right to use and control the Site only as necessary to enable the Contractor to carry out the Works and does not constitute a right of exclusive possession of the Site.
- 8.2 While the Contractor is in possession of the Site, the Contractor:
- (a) is liable for the care of the Works, any temporary works, materials, plant and equipment on the Site until the Principal issues a Completion Certificate; and

- (b) must promptly rectify any loss or damage to the Works, unless caused by the Wilful Misconduct or gross negligence of the Principal or the Principal's Personnel.

8.3 Upon issue of the Completion Certificate or termination of the Contract, whichever comes first, the Contractor shall give possession of the Site and the Works to the Principal, but the Principal is not liable for any items of Contractor's property or Sub-contractor's property remaining on the Site, and the Contractor must remove, or ensure the removal of, such items as soon as possible.

9 COMMENCEMENT AND COMPLETION OF THE WORKS

9.1 Unless otherwise agreed in writing by the Parties, the Contractor must commence the Works on the Start Date and complete the Works before the Date for Completion.

9.2 The Contractor is entitled to an extension to the Start Date or Date for Completion if a delay in the commencement or execution of the Works is due to:

- (a) a breach by the Principal of the Contract;
- (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
- (c) a Force Majeure Event occurring before the Start Date or Date for Completion, as applicable;
- (d) suspension of the Contract under clause 20 where the suspension is the result of a breach by the Principal; or
- (e) a Works Variation being agreed.

9.3 To obtain an extension to the Start Date or Date for Completion, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen, or within any other period agreed in writing by the Parties, setting out the facts on which the request is based (**Extension Request**).

9.4 The Principal, acting reasonably, must notify the Contractor in writing within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether the Extension Request is granted and any relevant period of extension.

9.5 The Contractor must give the Principal at least 15 Business Days' notice in writing of the date on which the Contractor anticipates that Completion shall occur.

9.6 When the Principal is satisfied that Completion has occurred, the Principal must issue a Completion Certificate to the Contractor.

9.7 As soon as possible after the Date of Completion, the Contractor must clear away and remove from the Site all plant, surplus material, rubbish and temporary works of any kind and fill and consolidate and level off all excavations (other than those forming part of the Works) made by the Contractor on the Site, and ensure that the Site is clean and tidy, to the Principal's satisfaction.

10 LATENT CONDITIONS

10.1 The Contractor warrants that, before entering into the Contract, the Contractor had access to, and inspected, the Site, and has carried out its own enquiries to establish, understand and satisfy itself as to the state of the Site and all risks and contingencies associated with the Site existing as at the Commencement Date.

10.2 If the Contractor discovers physical conditions on the Site or its surroundings, excluding weather conditions, which could not reasonably have been anticipated at the time of entering the Contract even where the Contractor had:

- (a) examined all information made available in writing by the Principal to the Contractor for the purpose of preparing a Request Response in respect of the Works;

- (b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Request Response and obtainable by the making of reasonable enquiries; and
- (c) inspected the Site and its surroundings,

the Contractor shall immediately notify the Principal in writing and may request that a Works Variation be directed and/or may make an Extension Request, and the Principal must not unreasonably withhold its agreement to a Works Variation and/or Extension Request.

11 LIQUIDATED DAMAGES

- 11.1 This clause 11 applies if the Parties have executed this Document and have stated that this clause 11 applies in the Minor Works Contract Specifics.
- 11.2 If the Contractor fails to achieve Completion by the Date for Completion, the Contractor must pay the Principal liquidated damages calculated in accordance with the Minor Works Contract Specifics for such default for every day by which Completion of the Works is delayed beyond the Date for Completion. To avoid doubt, the Principal may recover liquidated damages from the Contractor either on demand from the Contractor or by deducting such amount from any amount owed by the Principal to the Contractor.
- 11.3 To claim liquidated damages, the Principal must provide written notice to the Contractor stating the date on which the Contractor's liability to pay liquidated damages commenced as soon as practicable after the Contractor's liability to pay liquidated damages arose.
- 11.4 The Contractor acknowledges and agrees that all sums payable by the Contractor to the Principal as liquidated damages represent the Principal's genuine pre-estimate of the damages likely to be suffered if Completion is not achieved by the Date for Completion and such sums shall not be construed as a penalty.
- 11.5 If an Extension Request in relation to the Date for Completion is granted after the Contractor has paid, or the Principal has set-off, the liquidated damages payable under clause 11.2, the Principal must repay to the Contractor the amount of such liquidated damages as represents the length of the extension to the Date for Completion.
- 11.6 To avoid doubt, the payment of liquidated damages under this clause 11 does not relieve the Contractor from any of its obligations or liabilities under the Contract.

12 PLANT AND EQUIPMENT

The Contractor must:

- (a) provide all materials, labour, plant, equipment, tools and other resources necessary for executing the Works, unless otherwise agreed in writing by the Parties or set out in any Minor Works Contract Specifics; and
- (b) ensure that all such items used or supplied in connection with the Works comply with Legal Requirements and are fit for their usual and intended purpose.

13 MATERIALS

- 13.1 All materials used in the execution of the Works must be consistent with the nature and character of the Works, be of a kind that is suitable for their purpose, and be in compliance with the Contract and any relevant Australian standards, unless otherwise agreed by the Principal.
- 13.2 The Contractor must give the Principal full particulars in writing of the mode, place of manufacture, source of supply and the performance capacities of materials, or other

information, about the materials used in executing the Works, where the Principal makes a request in writing (acting reasonably) for such particulars or information.

- 13.3 At any time prior to the issue of the Completion Certificate, the Principal may reject any material that is not in compliance with clause 13.1 and may direct its replacement, correction or removal at the Contractor's cost.

14 WORKS VARIATION

- 14.1 The Principal may direct a Works Variation by providing written notice of the Works Variation, including details of the Works Variation, to the Contractor and the Contractor must comply with such a direction.
- 14.2 Within 10 Business Days of receipt of the notice under clause 14.1, the Contractor must submit to the Principal in writing a detailed, itemised price for executing the Works Variation.
- 14.3 The Works Variation shall be valued by agreement of the Parties to be recorded in writing or, failing agreement within 10 Business Days (or such other time as is agreed in writing by the Parties) after receipt of the notice under clause 14.1, by the Principal, and the Contract Price shall be adjusted accordingly.

15 TESTING

- 15.1 Prior to the Date of Completion, the materials and Works shall be subject to such tests as:
- (a) set out in any Minor Works Contract Specifics; or
 - (b) may be reasonably directed in writing by the Principal,
- to establish the compliance of materials, workmanship and the Works with the Contract.
- 15.2 Tests conducted under clause 15.1 shall be conducted at the Contractor's cost unless otherwise agreed in writing by the Parties.

16 DEFECTS LIABILITY PERIOD

- 16.1 The Contractor must rectify any Defects notified to the Contractor by the Principal in writing during the Defects Liability Period within a reasonable time, but no later than 30 days from the date that notice of the Defect was given by the Principal, at the Contractor's expense.
- 16.2 If the Contractor fails to rectify a Defect in accordance with clause 16.1, the Principal may rectify the Defect and the costs of it doing so shall be a debt due from the Contractor to the Principal. To avoid doubt, the Principal may recover such amounts from the Contractor either on demand from the Contractor or by deducting such amount from any amount owed by the Principal to the Contractor.

17 PAYMENT

- 17.1 As soon as reasonably practicable following the end of each month or at another time or frequency agreed in writing by the Parties, including as set out in any Minor Works Contract Specifics, the Contractor must give the Principal a detailed, itemised Payment Claim specifying:
- (a) the amount due to the Contractor for any part of the Works carried out up to the date of the Payment Claim, including a breakdown of such amounts and description of the Works carried out;
 - (b) any other amounts owed by the Principal to the Contractor at the date of the Payment Claim; and

- (c) any other information reasonably required by any Minor Works Contract Specifics or directed in writing by the Principal.

17.2 Subject to the deduction of:

- (a) any Retention Moneys; or
- (b) other amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal,

the Principal must pay the balance of a valid Payment Claim within 20 Business Days of the date of issue of the Payment Claim or the time for payment otherwise agreed in writing by the Parties, including as set out in any Minor Works Contract Specifics. To avoid doubt, nothing in the Contract obliges the Principal to pay for Works that are not in accordance with the Contract or for plant or materials not incorporated in the Works on Site.

- 17.3 If the moneys deducted by the Principal under clause 17.2(b) are insufficient to discharge the payment liability of the Contractor to the Principal, the Principal may have recourse to Retention Moneys or any security provided under the Contract.
- 17.4 The payment of moneys to the Contractor by the Principal shall not be evidence of the value of work done or an admission of liability or evidence that any Works have been executed satisfactorily but shall be a payment on account only. To avoid doubt, the Principal may correct an error in a previous payment in a later payment.
- 17.5 Unless otherwise agreed in writing by the Parties, the Contract Price shall not be subject to adjustment for rise and fall in costs.
- 17.6 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.

18 INTEREST ON OVERDUE PAYMENTS

- 18.1 This clause 18 applies if the Parties have executed this Document and have stated that this clause 18 applies in the Minor Works Contract Specifics.
- 18.2 Interest at the rate set out in the Minor Works Contract Specifics is payable on so much of an amount that is payable under the Contract by a Party to the other Party on or before a certain date but which is unpaid 20 Business Days after that date.
- 18.3 The interest is to be paid for the period beginning on the day after the date on which the amount is due and ending on and including the date on which the amount payable is paid.
- 18.4 To avoid doubt, if the Party who owes the other Party an amount under the Contract pays to the other Party that amount before the expiry of 20 Business Days from the date on which the amount fell due, no interest is payable.

19 RETENTION MONEYS AND SECURITY

- 19.1 This clause 19 applies if the Parties have executed this Document and have stated that this clause 19 applies in the Minor Works Contract Specifics.
- 19.2 Subject to clause 19.3, the Principal may deduct as Retention Moneys a percentage set out in any Minor Works Contract Specifics of the balance of each Payment Claim (**Retention Percentage**) as security for the performance of the Contractor's obligations under the Contract.
- 19.3 The Principal may deduct Retention Moneys under clause 19.2 until the Principal has retained an amount equalling the Retention Sum.
- 19.4 If required by the Minor Works Contract Specifics, the Contractor must provide security equal to the value of the Contract Price or part thereof in lieu of Retention Moneys in the

form of an unconditional and irrevocable bank undertaking in a form, and from a financial institution, approved by the Principal, or another form of security, as set out in the Minor Works Contract Specifics.

- 19.5 The Principal may have recourse to any Retention Moneys or security at any time it may be entitled to recover from, or be paid by, the Contractor an amount under the Contract or otherwise.
- 19.6 The Principal must return to the Contractor the Retention Sum or any security provided under clause 19.4 after deduction of any amounts the Principal is owed under the Contract or otherwise:
- (a) within the period of time specified in any Minor Works Contract Specifics following the Date of Completion; or
 - (b) where the Contract is terminated before the Date of Completion, within the period of time specified in any Minor Works Contract Specifics following termination.

20 **DEFAULT, SUSPENSION AND TERMINATION FOR BREACH**

Default

- 20.1 Without limiting the Principal's rights under clause 20.8, if a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of the Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice;
- 20.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

Suspension

- 20.3 Without limiting the Principal's rights under clause 20.8, if a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 20.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended (in each case the non-defaulting Party shall give written notice to the defaulting Party of the cessation of the suspension) at which point the Parties must promptly recommence the performance of their obligations.
- 20.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 20.3 or 5.4 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor to the Principal under this clause become a debt due to the Principal by the Contractor.
- 20.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clauses 20.3 or 5.4, the Date for Completion shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 20.6 Subject to clause 20.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 20.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
 - (b) by a further and final notice in writing to the defaulting Party, may immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 20.6(a); and
- 20.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may immediately terminate the Contract by written notice to the defaulting Party.

'Show cause' procedure

- 20.8 At any time, irrespective of whether the Principal has followed the steps in clauses 20.1 to 20.7 (inclusive), the Principal may by written notice to the Contractor require the Contractor to show cause, by a date specified in the notice, why the Principal should not terminate the Contract or suspend payment and take the Works remaining to be completed wholly or partly out of the hands of the Contractor without prejudice to any rights of the Principal under the Contract or at Law if the Contractor:
- (a) fails to commence the Works by the Start Date;
 - (b) fails to proceed with the Works at a reasonable rate of progress;
 - (c) commits a material breach of the Contract;
 - (d) fails to comply with a Legal Requirement relating to the execution of the Works;
 - (e) fails to maintain the Insurances;
 - (f) assigns or sub-contracts the Contract or the Works or any part thereof without any prior written consent of the Principal required by the Contract; or
 - (g) commits an Insolvency Event,
- and if the Principal does so take all or part of the Works out of the hands of the Contractor because the Contractor has failed to show sufficient cause:
- (h) the Principal may complete the whole or any part of those Works itself or by means of other persons;
 - (i) the Principal may take possession of the Site, the Works and, except where the Contract is terminated, the plant and other things on or in the vicinity of the Site as are owned by the Contractor;
 - (j) if the costs incurred by the Principal in completing the Works is greater than the amount which would have been paid to the Contractor if the Contractor had completed the Works, the difference shall be a debt due from the Contractor to the Principal, otherwise any difference shall be a debt due from the Principal to the Contractor; and
 - (k) the Principal may terminate the Contract by written notice to the Contractor.

21 TERMINATION

- 21.1 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to execute all or part of the Works.
- 21.2 Where the Principal terminates the Contract under clauses 20.6(b), 20.7 or 20.8(k), the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such

amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.

- 21.3 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal any of the Principal's property or Principal's Documents; and
 - (b) if requested by the Principal, co-operate with and assist the Principal to transition the execution of the Works to the Principal or to another person engaged by the Principal.

22 LIABILITY

- 22.1 Subject to clause 22.2, the Contractor shall indemnify the Principal and the Principal's Personnel against any Loss suffered or incurred in connection with any act or omission of the Contractor or the Contractor's Personnel in connection with the execution of the Works and the performance of the Contract, except to the extent that the Loss is caused by the Wilful Misconduct or gross negligence of the Principal or the Principal's Personnel.
- 22.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:
- (a) the Law provides otherwise;
 - (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
 - (c) the Consequential Loss is specified in or otherwise covered by an Insurance.
- 22.3 Each Party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

23 SETTLEMENT OF DISPUTES

- 23.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).
- 23.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.
- 23.3 In the event that the Dispute remains unresolved after the time period referred to in clause 23.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 23.4.
- 23.4 A mediation under this clause 23 shall:
- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 23.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;
 - (b) be conducted according to the rules proposed by the appointed mediator; and
 - (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.
- 23.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 23.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 23.4(c), either Party may take whatever other action is available

to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.

- 23.7 Nothing in this clause 23 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.
- 23.8 To avoid doubt, nothing in this clause 23 affects or limits a Party's right to apply for an adjudication under the Construction Contracts Act.

24 CONSTRUCTION CONTRACTS ACT

- 24.1 The Contractor must promptly and without delay give the Principal a copy of any notice, application or document filed or served on the Contractor or any of its Sub-contractors under the Construction Contracts Act relating to any sub-contract in respect of the Works.
- 24.2 If the Principal becomes aware that a Sub-contractor engaged by the Contractor is entitled to suspend or has suspended work pursuant to the Construction Contracts Act, the Principal may in its absolute discretion pay the Sub-contractor such money that may be owing to the Sub-contractor in respect of that work and any amount paid by the Principal will be a debt due from the Contractor to the Principal.
- 24.3 The Contractor must ensure that none of its sub-contracts contain terms prohibited by the Construction Contracts Act.

25 INSURANCE AND RISK MANAGEMENT

25.1 The Contractor must:

- (i) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
- (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
- (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (j) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the performance of the Works;
- (k) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (l) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (m) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the performance of the Works by the Contractor or a claim in connection with the Contract;
- (n) pay all premiums and deductibles applicable to any of the Insurances when due;
- (o) promptly reinstate any Insurance required if it lapses or cover is exhausted;

- (p) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
 - (q) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.
- 25.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:
- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
 - (b) where the Principal is entitled to cover under the Insurance:
 - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
 - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
 - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
 - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.
- 25.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:
- (a) is for an amount not less than \$20 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
 - (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),
 - 3.1 arising out of or in connection with the Contractor's performance of the Contract; and
 - (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.
- 25.4 Where the Contractor shall be using its own vehicles, plant and equipment in performing the Works, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:
- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;

- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
 - (c) be unlimited in the number of occurrences; and
 - (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.
- 25.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:
 - (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million or such amount as is specified in a Principal Request in respect of any one event; or
 - (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.
- 25.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:
 - (a) be for not less than \$5 million or such other amount as is specified in the Principal Request or otherwise reasonably requested by the Principal in respect of any one claim;
 - (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if any is so specified);
 - (c) include one full automatic reinstatement of the limit of liability;
 - (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
 - (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.
- 25.7 Notwithstanding any other provision of this clause 25, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:
 - (a) it is lawful for the Contractor to do so;
 - (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
 - (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.
- 25.8 The Parties acknowledge and agree that:
 - (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
 - (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;

- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
 - (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurance;
 - (e) nothing in this clause 25 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
 - (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.
- 25.9 The Contractor, at the discretion of the Principal, may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

26 ASSIGNMENT AND SUB-CONTRACTING

- 26.1 The Contractor must not:
- (a) assign any of its rights and obligations under the Contract, or sub-contract any aspect of the Works, without the Principal's prior written approval; or
 - (b) allow a Sub-contractor to further sub-contract any aspect of sub-contracted Works without the Principal's prior written approval.
- 26.2 To avoid doubt, the Principal must not unreasonably withhold its approval under clause 26.1.

27 CONFIDENTIALITY

- 27.1 In this clause 27, the following terms have the following meanings:
- (a) '**Disclosing Party**' means the Party which has disclosed Confidential Information that is confidential to that Party; and
 - (b) '**Receiving Party**' means the Party to whom Confidential Information is disclosed by the Disclosing Party.
- 27.2 Subject to clause 27.3, the Parties must not:
- (a) disclose Confidential Information to any other person; or
 - (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.
- 27.3 Subject to clause 27.4, a Party may disclose Confidential Information to a third party:
- (a) with the prior consent of the Disclosing Party;
 - (b) to the extent required by any Law or applicable securities regulation or rule;
 - (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
 - (d) to the extent required by any authority having jurisdiction over the Receiving Party; or
 - (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.
- 27.4 Before making a disclosure to a person under clause 27.3, the Receiving Party must:
- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 27.3(b) applies;

- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 27.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

28 INTELLECTUAL PROPERTY RIGHTS

- 28.1 The Contractor warrants that its execution of the Works and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.
- 28.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the execution of the Works or from any designs, documents or methods of working provided by it to the Principal.
- 28.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 28.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 28.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to execute the Works.
- 28.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 28.7 The Contractor must ensure that:
 - (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
 - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Works or the Contract contrary to the interests of the Principal.
- 28.8 A Party must not:
 - (a) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
 - (b) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 28.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

29 GENERAL

29.1 Force Majeure Event

- (a) A Party must:
 - (i) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (Affected Obligations); and
 - (ii) if it gives such a notice, either:
 - (A) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (B) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.
- (b) The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.
- (c) The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.
- (d) If a Force Majeure Event continues to affect the performance of the Works for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

29.2 Relationship of the Parties

The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise. Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly agreed otherwise.

29.3 Representatives

- (a) Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.
- (b) If the Parties execute this Document and specify the details of the Parties' Representatives in the Minor Works Contract Specifics, the Parties' Representatives are those persons set out in the Minor Works Contract Specifics as at the date of executing this Document.

29.4 Notice

- (a) Any notice under the Contract shall be in English, in legible writing and signed by hand or by electronic signature, and shall be given or served by:
 - (i) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or the Minor Works Contract Specifics, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party, but in any event to the last notified address; or
 - (ii) email to the email address of the receiving Party specified in the Request Response, Letter of Award or the Minor Works Contract Specifics, or at

such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party, but in any event to the last notified email address.

- (b) Any notice is regarded as being given by the notifying Party and received by the receiving Party:
- (i) if by delivery in person, when delivered to the address of the recipient;
 - (ii) if by post, 5 Business Days from and including the date of postage; and
 - (iii) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011 (WA)*,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (recipient's time), it is regarded as received at 9.00am on the following Business Day.

29.5 GST

- (a) Words capitalised in this clause 29.5 and not otherwise defined have the meaning given in the GST Law.
- (b) Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- (c) The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- (d) If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

29.6 Governing law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State shall have exclusive jurisdiction to deal with any Dispute.

29.7 Waiver

A Party may only waive a right or power it has under the Contract by written notice to the other Party. No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

29.8 Variation

Without limiting clause 14, the terms of the Contract shall not be varied except by the written agreement of the Parties.

29.9 Entire agreement

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangements, agreements, understandings, quotation requests, representations, warranties, promises, statements or negotiations, express or implied, in respect of the subject matter of the Contract.

29.10 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

29.11 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; and
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity of unenforceability.

4 EXECUTION

[Guidance note: alternative options for 'electronic' and 'paper/handwritten' signature are provided below. Select the appropriate method of execution for the Principal and the Contractor and delete any unused panels. If the Principal is not a local government, an alternative execution panel for the Principal may need to be inserted.]

(use for electronic signature only)

Principal

[WALGA to insert electronic signature panel]

[Guidance note: complete the relevant panel below and delete the irrelevant panel]

Contractor – where the Contractor is a company

Signed by

[Insert Contractor Name in full]

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Sign here
▶ signature}

Company Secretary/Director/Sole Company Secretary/Director

Full name {{fullname_es_:signer1:fullname}}

Sign here
▶ signature}

Company Secretary/Director (*Not applicable if company has a sole Company Secretary-Director)

Full name {{fullname_es_:signer2:fullname}}

—

Contractor – where the Contractor is an individual

[WALGA to insert electronic signature panel]

(use the below for 'paper' or 'handwritten' signature only)

[Guidance note: if the Principal is executing the Contract by hand, complete the relevant panel below for the Principal and delete the irrelevant panel.]

Principal – where applying common seal

The common seal of the **[insert local government]** was hereunto affixed on **[insert date]** by authority of a resolution of the Council in the presence of:

sign here ►

Mayor/President (delete whichever is not applicable)

print name

sign here ►

Chief Executive Officer

print name

Principal – where executing in accordance with a delegated authority

Signed by an authorised person(s) on behalf of the **[insert local government]** in accordance with a resolution of the Council passed on **[insert date]**:

sign here ►

[Insert title of authorised person]

print name

[Guidance note: complete the relevant panel below and delete the irrelevant panel. If the Contractor is not a company or an individual, the correct panel for the Contractor must be inserted]

Contractor – where the Contractor is a company

EXECUTED by [insert name] ACN)
[insert ACN] in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth):)

←

←

Director/Secretary/Sole Director-
Secretary (signature)

(Delete whichever is not applicable)

Director/Secretary (signature)

(Delete whichever is not applicable)

Director/Secretary/Sole Director-
Secretary (print full name)

(Delete whichever is not applicable)

Director/Secretary (print full name)

(Delete whichever is not applicable)

Contractor – where the Contractor is an individual

SIGNED by [insert name] in the)
presence of:)
)
)

Signature of Contractor

Signature of Witness

Date

Full name of Witness (print)

Address of Witness

5 Schedule 1

Minor Works Contract Specifics and Specification

Part A - Minor Works Contract Specifics

ITEM	CONTRACT SPECIFIC	DESCRIPTION
1.	Works (clause 1.1)	<p>[insert description of the Works or 'As set out in the Specification' or 'As set out in an Order']</p> <p>[Guidance note: note the definition of 'Specification' in clause 1.1 of the Document. If paragraph (c) of that definition applies, a Specification should be inserted within Part B below]</p>
2.	Start Date (clauses 1.1 and 9.1)	[insert]
3.	Date for Completion (clauses 1.1 and 9.1)	[insert]
4.	Application of clause 10 regarding liquidated damages (clause 11)	<p>[insert 'Yes' or 'No' to confirm whether clause 10 regarding liquidated damages applies]</p> <p>5.1 [Guidance note: liquidated damages are common in many construction and works contracts. Consider the loss or damage that may be suffered by you if the works are not completed by the date for completion. Liquidated damages should be a genuine pre-estimate of the loss or damage that will be suffered by the principal as a result of the failure to achieve completion before the date for completion].</p>
5.	Liquidated damages formula or calculation (clause 11)	<p>[insert formula or appropriate amount of liquidated damages for failure to achieve Completion before the Date for Completion]</p> <p>[Guidance note: if a liquidated damages figure is to be included then it should be a genuine pre-estimate of the loss or damage that will be suffered by the Principal as a result of the failure to achieve Completion before the Date for Completion]</p>
6.	Payment Claim – frequency (clause 17.1)	[insert] [e.g. monthly, following achievement of a milestone etc.]
7.	Payment Claim – information	[insert]

ITEM	CONTRACT SPECIFIC	DESCRIPTION
	required (clause 17.1(c))	
8.	Payment Claim – time for payment (clause 17.2)	[insert] [e.g. number of Business Days]
9.	Application of clause 18 regarding interest (clause 18.1)	[insert 'Yes' or 'No' to confirm whether clause 17 regarding interest on overdue payments applies]
10.	Interest rate on overdue payments (clause 18.2)	[insert]
11.	Application of clause 18 regarding Retention Moneys and security (clause 19.1)	[insert 'Yes' or 'No' to confirm whether clause 18 regarding Retention Moneys and security applies]
12.	Retention Percentage (clauses 1.1 and 19.2)	[insert] [as a percentage % of the balance of a Payment Claim]
13.	Retention Sum (clauses 1.1 and 19.3)	[insert] [as a percentage % of the Contract Price]
14.	Security requirements (clause 19.4)	[insert]
15.	Time for return of Retention Moneys or security following Date of Completion (clause 19.6(a))	[insert]
16.	Time for return of Retention Moneys or security following termination (clause 19.6(b))	[insert]
17.	Plant and equipment that the Contractor does not need to provide (clause 12(a))	[insert details of plant and equipment etc. that the Principal may provide etc.]
18.	Tests (clause 15.1)	[insert details of tests to be completed]
19.	Representatives – Contractor's Representative (clause 29.3)	Name: [insert] Title: [insert]

ITEM	CONTRACT SPECIFIC	DESCRIPTION
		Postal address: <i>[insert]</i> Phone: <i>[insert]</i> Email: <i>[insert]</i>
20.	Representatives – Principal’s Representative (clause 29.3)	Name: <i>[insert]</i> Title: <i>[insert]</i> Postal address: <i>[insert]</i> Phone: <i>[insert]</i> Email: <i>[insert]</i>
21.	Notice – Principal (clause 29.4)	Postal address: <i>[insert]</i> Email: <i>[insert]</i> Contact person: <i>[insert]</i>
22.	Notice – Contractor (clause 29.4)	Postal address: <i>[insert]</i> Email: <i>[insert]</i> Contact person: <i>[insert]</i>

Part B – Specification for Minor Works Contract*[insert Specification, as applicable]*

4 TENDERERS OFFER

4.1 OFFER FORM

The Chief Executive Officer
Shire of Shark Bay
45 Knight Terrace
Denham, WA, 6537

I/We (Registered Entity Name) _____
(BLOCK LETTERS)

of _____
(REGISTERED STREET ADDRESS)

ABN _____

Telephone No: _____

E-mail (if any): _____

In response to PS 2018/19-04 / Decommissioning and
Construction of Water Bore Supply

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The Tendered price is valid up to ninety (90) calendar days from the date of the Tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The Tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this _____ day of _____ 20__

Signature of authorised signatory of Tenderer: _____

Name of authorised signatory: _____

Position: _____

Telephone Number: _____

4.2 TENDERER INFORMATION

:

:

4.3 SELECTION CRITERIA

4.3.1 COMPLIANCE CRITERIA

Description of Compliance Criteria	
(a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender a. including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
(b) Tenderers are to provide their relevant Licences/Registrations, a. including, Class 3 Drilling Supervisor Licence, Class 3 Water Well b. Drillers Certificate.	Yes / No
(c) Tenderers are to provide a minimum of two referees, including the name, position, telephone, email address, type of service provided a. and the relevance to this request.	Yes / No
(d) Compliance with the Specification contained in the Request.	Yes / No
(e) Pricing	

4.3.2 QUALITATIVE CRITERIA

Weighting 30%	Relevant Ability and Capacity	Tick if attached
A) Relevant Ability and Capacity Tenderers must address the following information in an attachment and label it "Relevant Ability and Capacity": (a) Demonstrate that your organisation has the capacity to resource the work ie. current workload versus forecast workload including this Contract; (b) Any contingency measures or back up of resources including personnel (where applicable).		
Weighting 20%	Key Personnel	Tick if attached
B) Key Personnel skills and experience Tenderers must address the following information in an attachment and label it "Key Personnel Skills and Experience": (a) Detail the key personnel conducting the Works and their role in the performance of the Contract, inclusive of any relevant current registrations or licences held;		

(b) Detail the sub-contractors and their role in the performance of the Contract, inclusive of any relevant current registrations or licences held.		
Weighting 50%	Project Delivery	Tick if attached
<p>C) Project Delivery</p> <p>Tenderers must address the following information in an attachment and label it "Project Delivery":</p> <ul style="list-style-type: none"> (a) Provide an outline of the proposed timeframes; including timelines for getting to site, site set up, time on site; (b) Detail how you will liaise with the Principal/Public during the project including details on how you will ensure minimal disruption to both the Resort and the public; (c) Outline the method that you will use to undertake these Works considering the Principals target price, environmental issues, rubbish disposal, storage of materials and locality of the works site. (d) Summarise how you will accommodate site personnel in order to ensure continuity of Works. (e) Detail how you will undertake the testing of bore capacity; (f) Provide methodology for maintaining a safe work 		
Weighting 0%	Pricing	Tick if attached

4.3.3 PRICE INFORMATION AND SCHEDULES

Tenderers must complete the following "Price Schedules". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request. The Contract is a Schedule of Rates Contract

Payment shall be made on the basis of measured quantities of work done and materials used at the Rates agreed.

Quantities indicated in the Schedules are provisional only and may not reflect actual quantities. They will be used to provide a consistent comparison of bids.

SHIRE OF SHARK BAY**Construction of a New Oval Bore****SCHEDULE A – 1 OPERATIONS****Stainless Steel**

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	
A1	Mobilise Rig to Site and Set Rig Up	each	1		
A2	Provide Crew Messing for Project	days	50		
A3	Set Up Drilling Equipment, Dig mud pits and mix mud	each	1		
A4	Drill to accommodate 635mm OD Conductor Casing	metre	18		
A5	Run 635mm Conductor casing and grout into place	metre	18		
A6	Stand-By for grout cure	hour	6		
A7	Drill to accommodate 533mm OD Conductor Casing	metre	32		
A8	Run 533mm Conductor casing and grout into place	metre	50		
A9	Stand-By for grout cure	hour	6		
A10	Drill to accommodate 406mm OD Conductor Casing	metre	30		
A11	Run 406mm Conductor casing and pressure grout into place	metre	80		
A12	Stand-By for grout cure	hour	6		
A13	Drill to accommodate 273mm OD Surface Casing	metre	43		
A14	Install 273mm OD Surface Casing	metre	123		
A15	Set up for and pressure grout 273mm OD casing in place	metre	123		
A16	Stand-By for grout cure	hour	6		
A17	Drill pilot hole 123m to 526m	metre	409		
A18	Lost Circulation Drilling – Trigger to be defined	hour	Rate Only		
A19	Slow Drilling Conditions – Trigger to be defined	hour	Rate Only		
A20	Condition hole for Geophysical Logging	each	1		
				Sub-Total	
				GST	
				Total	

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE A - 2**OPERATIONS****Stainless Steel**

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A21	Run Geophysical Logs as per Specification	each	1		
A22	Stand-By Time for Geophysical Logging	hour	6		
A23	Ream Pilot Hole to 254mm from 123m to 498m	metre	371		
A24	Install Schedule 40 150mm NB Stainless Steel Casing	metre	498		
A25	Set up for and pressure grout the 150mm NB Casing	metre	498		
A26	Stand-By for grout cure	hour	24		
A27	Top up cement in annulus	metre	20		
A28	Run in, drill out the cement at shoe, condition hole. Trip out	hour	1		
A29	Install screen assembly from 498m to 532m	each	1		
A30	De-mud, jet screens and develop bore	hour	50		
A31	Undertake Test Pumping Operations to AS 2368 if required	hour	Rate Only		
A32	Disinfect the bore with Sodium Hypochlorite	each	1		
A33	Fit the stainless steel headworks	each	1		
A34	Rehabilitate the site and access tracks	each	1		
A35	De-mobilise the rig and equipment	each	1		
				Sub-Total	
				GST	
				Total	

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE B**MATERIALS****Stainless Steel**

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B1	Supply cellar if required	each	1		
B2	Supply 610mm OD Conductor casing	metre	18		
B3	Supply 533mm OD Conductor Casing	metre	50		
B4	Supply 406mm OD Conductor Casing	metre	80		
B5	Supply Casing shoe to suit 406mm casing	each	1		
B6	Supply 273mm OD Conductor Casing	metre	123		
B7	Supply Casing shoe to suit 273mm casing	each	1		
B8	Supply centralisers for Conductor casings	each	18		
B9	Supply centralisers for 273mm OD Surface casing	each	21		
B10	Supply 150mm Schedule 40 Stainless Steel casing	metre	498		
B11	Supply 150mm NB Casing Float shoe	each	1		
B12	Supply centralisers for 150mm Stainless Steel casing	each	50		
B13	Supply 100mm Bore screens of suitable depth rating	metre	30		
B14	Supply Sump and bottom plate for screen assembly	each	4		
B15	Supply 100mm NB Stainless Steel Riser Pipe	metre	6.1		
B16	Supply 150m x 100mm Vulcanised Packer	each	1		
B17	Supply Cement Grout	tonnes	36		
B18	Supply Drilling Fluids	metre	532		
B19	Supply Stainless Steel Headworks to DoW Specification	each	1		
B20	Supply Stainless Steel Table E Flange for 150mm NB casing	each	1		
B21	Supply Sample Bags - if required	each	1		
				Sub-Total	
				GST	
				Total	

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE A 1 OPERATIONS Permaglass FRP

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A1	Mobilise Rig to Site and Set Rig Up	each	1		
A2	Provide Crew Messing for Project	days	50		
A3	Set Up Drilling Equipment, Dig mud pits and mix mud	each	1		
A4	Drill to accommodate 635mm OD Conductor Casing	metre	18		
A5	Run 635mm Conductor casing and grout into place	metre	18		
A6	Stand-By for grout cure	hour	6		
A7	Drill to accommodate 533mm OD Conductor Casing	metre	32		
A8	Run 533mm Conductor casing and grout into place	metre	50		
A9	Stand-By for grout cure	hour	6		
A10	Drill to accommodate 406mm OD Conductor Casing	metre	30		
A11	Run 406mm Conductor casing and pressure grout into place	metre	80		
A12	Stand-By for grout cure	hour	6		
A13	Drill to accommodate 323mm OD Surface Casing	metre	43		
A14	Install 323mm OD Surface Casing	metre	123		
A15	Set up for and pressure grout 323mm OD casing in place	metre	123		
A16	Stand-By for grout cure	hour	6		
A17	Drill pilot hole 123m to 526m	metre	409		
A18	Lost Circulation Drilling – Trigger to be defined	hour	Rate Only		
A19	Slow Drilling Conditions – Trigger to be defined	hour	Rate Only		
A20	Condition hole for Geophysical Logging	each	1		
				Sub-Total	
				GST	
				Total	

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE A – 2

OPERATIONS

Permaglass FRP

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A21	Run Geophysical Logs as per Specification	each	1		
A22	Stand-By Time for Geophysical Logging	hour	6		
A23	Ream Pilot Hole to minimum 279mm from 123m to 498m	metre	371		
A24	Install 150mm NB Permaglass FRP Casing	metre	498		
A25	Set up for and pressure grout the 150mm Permaglass FRP Casing	metre	498		
A26	Stand-By for grout cure	hour	24		
A27	Top up cement in annulus	metre	25		
A28	Run in, drill out the cement at shoe, condition hole. Trip out	each	1		
A29	Install screen assembly from 485m to 532m	hour	10		
A30	De-mud, jet screens and develop bore	hour	24		
A31	Undertake Test Pumping Operations to AS 2368 if required	hour	Rate Only		
A32	Disinfect the bore with Sodium Hypochlorite	each	1		
A33	Fit the stainless steel headworks	each	1		
A34	Rehabilitate the site and access tracks	each	1		
A35	De-mobilise the rig and equipment	each	1		
				Sub-Total	
				GST	
				Total	

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE B**MATERIALS****Permaglass FRP**

ITEM		UNIT	QTY	RATE	AMOUNT
B1	Supply cellar if required	each	1		
B2	Supply 610mm OD Conductor casing	metre	18		
B3	Supply 533mm OD Conductor Casing	metre	50		
B4	Supply 406mm OD Conductor Casing	metre	80		
B5	Supply Casing shoe to suit 406mm casing	each	1		
B6	Supply 323mm OD Surface Casing	metre	123		
B7	Supply Casing shoe to suit 323mm casing	each	1		
B8	Supply centralisers for Conductor casings	each	18		
B9	Supply centralisers for 323mm OD Surface casing	each	21		
B10	Supply 150mm NB Permaglass FRP Casing	metre	490		
B11	Supply 150mm NB SS Casing Float shoe	each	1		
B12	Supply 150mm NB Permaglass FRP Box to Weld Prepped End crossover	each	1		
B13	Supply 150mm NB Permaglass FRP Pin to Table "E" Flange	each	1		
B14	Supply 100mm NB Grade 316 Stainless Steel Drill-out Pipe	metre	6		
B15	Supply 19mm high x 300mm long Stainless Steel anti-rotation grout Webs	each	6		
B16	Supply centralisers for 150mm NB Series 400 Petroplastic Casing	each	50		
B17	Supply 100mm Bore screens of suitable depth rating	metre	30		
B18	Supply Sump and bottom plate for screen assembly	each	4		
B19	Supply 100mm NB Grade 316 Stainless Steel Riser Pipe	metre	12		
B20	Supply 150m x 100mm Vulcanised Packer	each	1		

SHIRE OF SHARK BAY

Construction of a New Oval Bore

SCHEDULE B – cont'd**MATERIALS****Permaglass FRP**

ITEM		UNIT	QTY	RATE	AMOUNT
B21	Supply Cement Grout	tonnes	40		
B22	Supply Drilling Fluids	metre	532		
B23	Supply Stainless Steel Headworks to DoW Specification	each	1		
B24	Supply Sample Bags - if required	each	1		
				Sub-Total	
				GST	
				Total	

Shire of Shark Bay Oval Bore Decommissioning

Operations

Schedule D

ITEM		UNIT	QTY	RATE	AMOUNT
D1	Mobilise cement and gear for decommissioning	each	1		
D2	Set up for decommissioning operations	each	1		
D5	Install and pull drill pipe	hour	12		
D6	Mix and pump salt solution for bore kill	hour	2		
D7	Mix and pump 1.65 SG grout	hour	3		
D8	Cleaning grouting gear	hour	1		
D9	Stand-By for grout cure	hour	8		
D10	Top up grout.	hour	2		
D11	Remove existing headworks	hour	2		
D12	Rehabilitate site	hour	1		
				Sub-Total	
				GST	
				Total	

Shire of Shark Bay Oval Bore Decommissioning

Materials

Schedule D-2

ITEM		UNIT	QT Y	RATE	AMOUNT
D13	Provide Pump-Through Inflatable Packer – if required	each	1		
D14	Supply bagged salt for decommissioning	each	80		
D15	Supply cement	tonnes	5		
				Sub-Total	
				GST	
				Total	

EXPLANATION OF SCHEDULE ITEMS

- Item 1 Mobilisation to Site and Set Rig up** **Schedule Item A1**
 Covers the provision on-site of;
- All equipment required to successfully complete the bore as specified
 - All equipment required to successfully decommission the existing water supply bore
 - All materials necessary for the successful completion of both operations nominated
- Item 2 Provide Crew Messing for the Project** **Schedule Item A2**
 The Item includes all costs involved in the provision of crew accommodation and meals for the duration of the Contract.
 Payment for this Item will be made on a per day basis
- Item 3 Set up drilling equipment; dig mud pits and mix mud** **Schedule Item A3**
 The operations involved under this Item include the setting up of the drilling ancillary equipment as required, the excavation of dedicated drilling mud holding pits and the mixing of the circulating mud necessary to start drilling operations.
 Payment for this Item will be made on a per unit basis
- Item 4 Drilling** **Schedule Item A4, A7, A10, A13, A17**
 Operations considered to be covered under this Item include all drilling, all tripping during normal drilling, provision of bits and the normal mixing of muds as the bore increases in depth.
 Payment for this Item will be made on a per metre basis
- Item 5 Reaming Pilot Hole** **Schedule Item A23**
 Operations considered to be covered under this Item include all reaming, all tripping during normal reaming, provision of bits and the normal mixing of muds as the bore increases in depth and diameter.
 Payment for this Item will be made on a per metre basis
- Item 6 Run Conductor Casing and grout into place** **Schedule Item A5, A8, A11**
 Payment for this Item shall be made on the basis of metres of casing run and grouted.
 It does not include the cost of provision of the grout required.
- Item 7 Install 273mm OD surface casing** **Schedule Item A14**
Install 150mm NB main casing **Schedule Item A24**
 Payment for this operation shall be made on the basis of metres of casing run
- Item 8 Set up for and pressure grout 273mm OD casing** **Schedule Item A15**
Set up for and pressure grout 170mm OD Stainless Steel **Schedule Item A25**
 Payment for this item shall be made on the basis of 273mm OD surface casing grouted.
 It does not include the cost of provision of the grout required.
- Item 9 Stand-By wait on grout cure** **Schedule Item A6, A9, A12, A16, A26**
 Payment for this Item will be made on the basis of the time required to wait on grout cure for each individual casing grout job, to ensure grout has sufficiently hardened to allow further operations to proceed safely.
- Item 10 Lost Circulation Drilling** **Schedule Item A18**
Slow Drilling **Schedule Item A19**

Should either of these conditions be triggered, payment will be made on a per hour basis that shall remain in effect until such time as the particular condition returns to a normally accepted state

Item 11 **Condition hole for geophysical logging** **Schedule Item A20**

Payment for this Item will be made on a per unit basis

Item 12 **Geophysical Log of Borehole** **Schedule Item A21**

Requires the provision of geophysical logging services conducted by an industry recognised operator
Payment will be made per unit undertaken

Item 13 **Stand-By wait on logging operations** **Schedule Item A22**

This Item covers the time involved waiting for the logging services contractor to complete their operations
Payment will be made on a per hour basis

Item 14 **Top up cement level in annulus if required** **Schedule Item A27**

The Item requires the topping up of the cement level in the annulus that may have dropped due to natural slump associated with cement slurry
The payment will be made on the basis of metres topped up.

Item 15 **Run pipe, drill out cement shoe, clean out for screen assembly** **Schedule Item A28**

The Item covers the time required to run pipe into the 170mm OD casing, drill out the casing float shoe and clean out the screen area.
Payment will be made on a per hour basis

Item 16 **Install Bore Screen Assembly** **Schedule Item A29**

The operations under this Item involve the running of the screen assembly specified, on an inflatable packer and seating it in position as required.
Payment will be made on a per unit basis.

Item 17 **Run in, de-mud, jet and develop the screen area** **Schedule Item A30**

Operations required include running pipe into the screened area, jetting the screened area and then developing the bore as required.
Payment will be made on a per hour basis

Item 18 **Undertake Test Pumping Operations** **Schedule Item A31**

Should this Item be required and undertaken payment will be made on a per hour basis

Item 19 **Disinfect the bore with Sodium Hypochlorite solution** **Schedule Item A32**

The requirement is for the entire bore to be dosed with Sodium Hypochlorite solution mixed at the manufacturer's recommended strength. The solution shall remain in the bore at least overnight.
Payment for this operation will be on a per unit basis.

Item 20 **Fit Stainless Steel Headworks** **Schedule Item A33**

The operation required is for the headworks to be installed on top of the bore casing
Payment will be made on a per unit basis

Item 21 **Rehabilitation of Drill Site** **Schedule Item A34**

The Item covers the rehabilitation of the drill site and any access tracks, to a state as near as possible that

existing prior to any drilling and bore construction operations being undertaken.
Payment for this function will be made on a per unit basis.

Item 22 Demobilisation

Schedule Item A35

Demobilisation from the site involves;

- Removal of all equipment and materials from the drill site
- Leaving the site in as near to original state as possible

Item B1 Supply Drilling Fluids

Schedule B Item B18

- This Item is to cover the supply of drilling muds, additives and mud weighting material for the bore construction
- Payment will be made on a per metre basis