Contract Information

Contract

|  |
| --- |
| **Item** |

1. Contract name

|  |  |
| --- | --- |
| The Contract name is: |  |

|  |  |
| --- | --- |
| The Contract number is: |  |

1. Site

*Defined in clause 79*

|  |  |
| --- | --- |
| The Site is: |  |

1. Description of the Works

*Mentioned in clause 8*

|  |  |
| --- | --- |
| The Works are: |  |

Principal’s details

1. Principal

*Defined in clause 79*

|  |  |
| --- | --- |
| The Principal is: | ………………………………………………  ………………………………………………  ………………………………………………  ABN ….…………………………….……… |

1. Principal’s Authorised Person

*Mentioned in clause 2*

|  |  |
| --- | --- |
| The *Principal’s Authorised Person* is: | Director, Project Procurement and Contracts |

1. Notices to the Principal

*Mentioned in clause 11*

Notices must go to the *Principal’s Authorised Person* named above, at the address or number shown here.

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | 77 Grenfell Street,  Adelaide SA 5000 |
|  |  |
| Postal address: (for delivery by post) | GPO Box 1533,  Adelaide SA 5001 |
|  |  |
| Facsimile number: | Not applicable |
|  |  |
| e-mail address: | [Insert via Information Management System or Email Address] |

1. Principal’s Senior executive

*Mentioned in clauses 69 & 70*

|  |  |
| --- | --- |
| The Principal’s senior executive is: | Executive Director, Transport Project Delivery |

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | 77 Grenfell St,  Adelaide SA 5000 |
|  |  |
| Postal address: (for delivery by post) | GPO Box 1533,  Adelaide SA 5001 |
|  |  |
| Facsimile number: | Not applicable |
|  |  |
| e-mail address: | [Insert via Information Management System or Email address] |

Contractor’s details

1. Contractor

|  |  |
| --- | --- |
| The Contractor is: | ………………………………………………  ………………………………………………  ACN ….…………………………….………  ABN ….…………………………….……… |

1. Contractor’s Authorised Person

*Mentioned in clause 2*

|  |  |
| --- | --- |
| The *Contractor’s Authorised Person* is: | ……………………………………………… |

1. Notices to the Contractor

*Mentioned in clause 11*

Notices must go to the *Contractor’s Authorised Person* named above, at the address or number shown here.

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | ……………………………….……………… ………………………………….…………… |
|  |  |
| Postal address: (for delivery by post) | ……………………………….……………… ………………………………….…………… |
|  |  |
| Facsimile number: | ……………….……………………………… |
|  |  |
| e-mail address: | …………………………….………………… |

1. Contractor’s senior executive

*Mentioned in clause 70*

|  |  |
| --- | --- |
| The Contractor’s senior executive is: | ……………………………………………… |

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | ……………………………….……………… ………………………………….…………… |
|  |  |
| Postal address: (for delivery by post) | ……………………………….……………… ………………………………….…………… |
|  |  |
| Facsimile number: | ……………………………………………… |
|  |  |
| e-mail address: | ……………………………………………… |

Dates and times

1. Date of Contract

*Defined in clause 79*

|  |  |
| --- | --- |
| The Date of Contract is: | ...………………………………………………  (If left blank, the date of execution of the last party.) |

1. Times for Site access and Completion

*Site access: Mentioned in clause 34*

*Contractual Completion Date and Completion: Mentioned in clause 65*

Time periods for Site access and for calculating *Contractual* *Completion Dates* are as shown.

|  |  |  |
| --- | --- | --- |
| **Description** | **Time Period for giving Site access** | **Time Period for Completion** |
| The whole of the Works: |  |  |

Statutory and Government requirements

1. Fees, charges and approvals

*Mentioned in clause 12*

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

1. Compliance with SA Government guidelines

A - Work Health and Safety (WHS)

*Mentioned in clause 15*

Work Health and Safety Management Systems and Auditing Guidelines

|  |  |
| --- | --- |
| Is the Contractor required to implement a Corporate WHS safety management system acceptable to the Principal? (Yes/No) | [insert Yes or No] |
|  |  |
| Is the Contractor required to submit a WHS Management Plan in accordance with the WHS Regulations 2012 (SA) (Yes/No) | [insert Yes or No] |
|  |  |
| If required, the WHS Management Plan must be provided: | not less than 28 days before starting work on the Site |

B - Workplace Relations

*Mentioned in clause 15*

|  |  |
| --- | --- |
| Is the Contractor required to submit a Workplace Relations Management Plan? (Yes/No) | [insert Yes or No] |
|  |  |
| If required, the Workplace Relations Management Plan must be provided: | not less than 28 days before starting work on the Site |

C - Quality Management

*Mentioned in clause 15*

|  |  |
| --- | --- |
| Is the Contractor required to implement a certified Quality Management System? (Yes/No) | [insert Yes or No] |
|  |  |
| Is the Contractor required to submit a Quality Management Plan? (Yes/No) | [insert Yes or No] |
|  |  |
| If required, the Quality Management Plan must be provided: | not less than 28 days before starting work on the Site |

D - Environmental Management

*Mentioned in clause 15*

Environmental Management systems Guidelines

|  |  |
| --- | --- |
| Is the Contractor required to implement an accredited Environmental Management System? (Yes/No) | [insert Yes or No] |
|  |  |
| Is the Contractor required to submit an Environmental Management Plan? (Yes/No) | [insert Yes or No] |
|  |  |
| If required, the Environmental Management Plan must be provided: | not less than 28 days before starting work on the Site |

|  |  |  |  |
| --- | --- | --- | --- |
| E - Industry Participation Plan  *Mentioned in clause 15*   |  |  | | --- | --- | | Is the Contractor required to implement an Industry Participation Plan? (Yes/No) |  | |  |

1. Requirements for Commonwealth Funded projects

A - Building Code 2016

*Mentioned in clause 13.2*

|  |  |
| --- | --- |
| Is the Contractor required to comply with the Building Code 2016? | [insert Yes or No] |

B - Australian Government Building and Construction OHS Accreditation Scheme

*Mentioned in clause 17*

|  |  |
| --- | --- |
| Is the Contractor required to maintain accreditation under the Australian Government Building and Construction OHS Accreditation Scheme? | Yes |

1. Principal contractor

*Mentioned in clause 16*

|  |  |
| --- | --- |
| Is the Contractor appointed as principal contractor? (Yes/No) | [insert Yes or No] |

1. Working hours and working days

*Mentioned in clause 18*

|  |  |
| --- | --- |
| Working hours and working days are: | to comply with *Statutory Requirements* and the following agreed working hours and working days:  Refer to Schedule xx – Working Time |

Liability

1. Limitation of liability

*Mentioned in clause 26.9*

|  |  |
| --- | --- |
| Subject to clause 26.9, the limit of the Contractor’s liability to the Principal in respect of any one occurrence in connection with loss or liability other than personal injury or death is: | 100% of the *Contract Price* |

1. Proportionate liability

*Mentioned in clause 26.12*

|  |  |
| --- | --- |
| Is proportionate liability excluded from the Contract? (Yes/No) | »  (“Yes” applies if not filled in). |

Insurance

1. Works Insurance

*Mentioned in clauses 27.1 & 27.2*

|  |  |
| --- | --- |
| The party responsible for effecting Works insurance is: | [insert the Principal or the Contractor] |

|  |  |
| --- | --- |
| Minimum cover is: |  |

|  |  |
| --- | --- |
| Period of cover is: |  |

1. Public liability insurance

*Mentioned in clauses 27.1 & 27.2*

|  |  |
| --- | --- |
| The party responsible for effecting public liability insurance is: | the Contractor |

|  |  |
| --- | --- |
| Minimum cover is: | * $10,000,000 if the *Contract Price* is $10,000,000 or less. * $20,000,000 if the *Contract Price* is greater than $10,000,000.   and in any case, the above amount is per occurrence and in aggregate. |

|  |  |
| --- | --- |
| Period of cover is: | until issue of the *Final Payment Schedule* |

1. Workers compensation insurance

*Mentioned in clause 27.3*

|  |  |
| --- | --- |
| Minimum cover is: | as required by law. |
|  |  |
| Period of cover is: | until issue of the Final Payment Schedule. |

1. Professional indemnity insurance

*Mentioned in clause 27.3.2*

|  |  |
| --- | --- |
| Is a professional indemnity insurance policy to be held by the Contractor? (Yes/No) | [insert Yes or No] |

|  |  |
| --- | --- |
| Minimum cover is: | * $5,000,000 if the *Contract Price* is $5,000,000 or less. * $10,000,000 if the *Contract Price* is greater than $5,000,000 but equal to or less than 10,000,000. * $20,000,000 if the *Contract Price* is greater than $10,000,000.   and in any case, the above amount is per occurrence and in aggregate. |
|  |  |
| Period of cover is: | To be held for a minimum of six (6) years after Completion of the whole of the Works. |

1. Marine liability insurance

*Mentioned in clause 27.3.3*

|  |  |
| --- | --- |
| Minimum cover is: |  |
|  |  |
| Period of cover is: |  |

Contract Documents

1. Other Contract Documents

*Mentioned in clause 7.1.5*

|  |  |
| --- | --- |
| Other *Contract Documents* (not listed in clause 7) are: | None |

Principal’s Documents

1. Copies of Principal’s Documents

*Mentioned in clause 7.4*

|  |  |
| --- | --- |
| The number of copies of the *Principal’s Documents* to be provided to the Contractor is: | 1 electronic copy |

Contractor’s Documents

1. Copies of Contractor’s Documents

*Mentioned in clause 40.1*

|  |  |
| --- | --- |
| The number of copies of the *Contractor’s Documents* to be provided to the Principal is: | 1 electronic copy in a format acceptable to the Principal |

Subcontract work

1. Inclusion of consistent requirements in Subcontracts

*Mentioned in clause 28.4*

|  |  |
| --- | --- |
| The Subcontract value requiring inclusion of the provisions set out in Schedule 9 (Subcontract requirements) is: | [insert $value] |

1. Payment period for Subcontracts

*Mentioned in clause 28.4.2*

|  |  |
| --- | --- |
| The maximum period before payment, is: | 30 Days |

1. Preferred Subcontractors

*Mentioned in clause 29.3*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| The *Preferred Subcontractors* referred to in clause 29 are: | |  |  | | --- | --- | | Class of work | Subcontractors | |  |  | |

1. Subcontractor’s Warranty

*Mentioned in clause 30.1*

|  |  |
| --- | --- |
| Trades or areas of work requiring a Subcontractor’s warranty are: |  |

Undertakings

33 Completion Undertaking

*Mentioned in clause 33.1*

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

|  |  |
| --- | --- |
| The amount of the *Completion Undertaking* is: |  |

B - For All Other Contractors

|  |  |
| --- | --- |
| The amount of the *Completion Undertaking* is: | xx% of the *Contract Price* at the Date of Contract |

1. Post-Completion Undertaking

*Mentioned in clause 33.1*

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

1. Return of Post-Completion Undertaking

*Mentioned in clause 33.2.2*

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

Site information

1. Site information

*Mentioned in clause 36*

*Information contained in the documents identified in Contract Information items 36A and 36B does not form part of the Contract.*

A - Documents not guaranteed for completeness

|  |  |
| --- | --- |
| Documents not guaranteed for completeness are: |  |

B - Documents not guaranteed for accuracy, quality or completeness

|  |  |
| --- | --- |
| Documents not guaranteed for accuracy, quality or completeness are: |  |

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1. Site Conditions

*Mentioned in clause 37.2*

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

Design and documentation

1. Scope of design activities

A - Design by the Contractor

*Mentioned in clause 39*

|  |  |
| --- | --- |
| Must the Contractor carry out all design necessary in connection with the Works? (clause 39.1.1): | [insert Yes or No] |

B - Design by the Principal

|  |  |
| --- | --- |
| Must the Pricipal carry out all design necessary in connection with the Works? (clause 39.1.2): | [insert Yes or No] |

C – Contractor to complete Design provided by the Principal

|  |  |
| --- | --- |
| Must the Contractor complete the design provided by the Principal? (clause 39.1.3): | [insert Yes or No] |

D - National Construction Code

*Mentioned in clauses 39 & 43*

|  |  |
| --- | --- |
| Does the National Construction Code apply? (Yes/No) | [insert Yes or No] |

Novation

1. Novation

*Mentioned in clause 41*

|  |  |
| --- | --- |
| Will there be a novation of the Principal’s Novated Consultant to the Contractor?  Name of Novated Consultant? | [Insert Yes or No]  Principal’s Novated Consultant:  [insert] |

Payments

1. Contract Price at the Date of Contract

*Mentioned in clauses 55*

|  |  |
| --- | --- |
| The *Contract Price* which is inclusive of GST) at the Date of Contract is: | $xxxxxx (including GST), as set out in the Tender Form at Schedule xx |

Basis of payment

|  |  |
| --- | --- |
| The basis of payment is:  (Lump sum / *Schedule of Rates* / Lump sum with *Rate Item*s) | Lump sum / *Schedule of Rates* / Lump sum with *Rate Item*s |

1. Rise or fall adjustments

*Mentioned in clause 55.2*

|  |  |
| --- | --- |
| Are rise or fall adjustments applicable to the Contract (excluding *Daywork*)? (Yes/No) | [Insert Yes or No] |

1. Provisional Sums

*Mentioned in clause 55.4*

|  |  |
| --- | --- |
| *Provisional Sum* items referred to in clause 55.4 are: |  |

1. Provisional Sum margin

*Mentioned in clause 55.4*

|  |  |
| --- | --- |
| The *Provisional Sum* margin (including profit and off site overheads) is : |  |

1. Contractor’s Margin

*Mentioned in clauses 47 and 79*

|  |  |
| --- | --- |
| The *Contractor’s Margin* (including profit and off site overheads) is : |  |

1. Amount of Prepayment

*Mentioned in clause 57.1.1*

|  |  |
| --- | --- |
| The amount of *Prepayment* is: |  |

1. Payment date and method

A - Date for Payment Claims

*Mentioned in clause 58.1*

|  |  |
| --- | --- |
| The date in the month for making *Payment Claims* is: |  |

B - Method of payment

*Mentioned in clause 58.2*

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

1. Completion Amount

*Mentioned in clause 60*

|  |  |
| --- | --- |
| The *Completion Amount* is: |  |

|  |  |
| --- | --- |
| The *Completion Amount* is payable after:  (*Completion* of the whole of the Works/*Completion* of *Milestone* ») |  |

1. Interest on late payments

*Mentioned in clause 62*

|  |  |
| --- | --- |
| The rate of interest per annum is: | The rate prescribed by the Supreme Court Act 1935 (SA) in respect of judgement debts of the Supreme Court |

Delay costs

1. Delay costs and liquidated damages

*Mentioned in clauses 34 & 51*

A1 - Delay costs for delay in access to the Site

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

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

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

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

|  |  |
| --- | --- |
| The rate per day for delay costs payable when *Completion* of the whole of the Works is delayed is: |  |

|  |  |
| --- | --- |
| The rates per day for delay costs payable when there are delays to *Completion* of *Milestones*\* are: |  |

*\*The rate for each Milestone is separate and distinct from the others.*

B - Liquidated damages

*Mentioned in clauses 51.8 and 51.9*

|  |  |
| --- | --- |
| Do liquidated damages apply to this Contract? (Yes/No) | [Insert Yes or No] |

|  |  |
| --- | --- |
| The rate per day for liquidated damages for the whole of the Works only applies where there are no rates specified for *Milestones* and is: | [Insert amount] |

|  |  |
| --- | --- |
| The rates per day for liquidated damages for *Milestones*\* are: | [Insert amount] |

*\*The rate for each Milestone is separate and distinct from the others.*

Engagement of Valuer

1. Engagement of Valuer

A - Engagement of Valuer

*Mentioned in clause 35*

|  |  |
| --- | --- |
| Must a Valuer be engaged? (Yes/No) | [Insert Yes or No] |

B - Person to select the Valuer

*Mentioned in clause 35*

|  |  |
| --- | --- |
| The person is: |  |
|  |  |
| Telephone number: |  |
|  |  |
| Facsimile number: |  |

C - Litigation Threshold

*Mentioned in clause 35*

|  |  |
| --- | --- |
| The threshold amount for litigation following a Valuer’s determination is: |  |

Expert Determination

1. Time to refer Issue to Expert Determination

*Mentioned in clause 70*

|  |  |
| --- | --- |
| The time within which either party may refer an *Issue* to *Expert Determination* is: | the Principal's senior executive shown in Contract Information item 7 until the Principal notifies otherwise |

1. Expert Determination representative

*Mentioned in clause 71*

|  |  |
| --- | --- |
| The representative of the Principal for all of the purposes in clause 71, and under Schedule 5 (Expert Determination Procedure) is: | as shown in Contract Information item 7 |

|  |  |
| --- | --- |
| Office address: (for delivery by hand) | as shown in Contract Information item 7 |
|  |  |
| Postal address: (for delivery by post) | as shown in Contract Information item 7 |
|  |  |
| Facsimile number: | as shown in Contract Information item 7 |
|  |  |
| e-mail address: | as shown in Contract Information item 7 |

1. Person to nominate an Expert

*Mentioned in clause 71*

|  |  |
| --- | --- |
| The person is: | President of the Resolution Institute (South Australia) |
|  |  |
| Telephone number:  Facsimile number: | 1800 651 650  Not applicable |

1. Threshold amount for litigation

*Mentioned in clause 71*

|  |  |
| --- | --- |
| The threshold amount for litigation following an *Expert’s* determination is: |  |