

AGREEMENT DETAILS

Contract No	100120/2	Award Date	TBA
Client	[REDACTED] ABN [REDACTED]	Submission due date	TBA
Contract Name / Type	Gloucester Reservoirs & Associated Mains	Review Date	10/2/2021
Nature of Contract	Lump Sum	Contract Value	TBA
Location / Site	TBA	On Site Duration / Term of Engagement	12 months
Scope Of Work	Not reviewed		

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
1. Limitation of liability	The Contractors liability to the Principal arising out of or in connection with the Contract, shall be the amount of the Contract Sum	GC Amendment B1.18	Agree	
2. Consequential losses	Silent		Depart Request exclusion	
3. Liquidated damages	If the Contractor fails to reach Practical Completion by the Date for Practical Completion, LD's of \$ [REDACTED] per day will apply. LD's are capped at [REDACTED] of the Contract Sum – I suspect this is an error, nonetheless, it needs qualifying.	GC 35.6 Annex.A	Depart Request cap of [REDACTED] of the Contract Sum Please advise if Precision does not agree with the daily amount of \$ [REDACTED] per day	
4. Guarantor/Personal Guarantees	Silent		Agree	
5. Insurance	Standard insurances required to be provided are: <ul style="list-style-type: none"> • Works insurance: no amount specified. • Demolition and removal of debris insurance: no amount specified • Materials: no amount specified. • Public Liability insurance: \$ [REDACTED] 	GC 18 - 19	Note / Depart [REDACTED] and its insurance advisors to confirm acceptance. Note; suggest contract works shall be provided by the council Clarification may be required.	
6. Indemnity obligations	The Contractor indemnifies the Principal against: <ol style="list-style-type: none"> 1. Los or damage to property; 	GC 17	Agree	

	<p>2. Death, personal injury etc</p> <p>Indemnities will be reduced proportionately.</p>			
7. Warranties	Reasonable Warranties provided.	GC Amendment B1.4.1	Agree	
8. Defects liability	12 months	GC 37 Annex.A	Agree	
9. Security and retention	<p>Security shall be provided totalling [REDACTED] of the Contract Sum, in the form of cash, bonds or inscribed stock.</p> <p>[REDACTED] of the security will be released on Practical Completion.</p>	GC 5.3 Annex.A	Agree	
10. Payment terms	<p>Payment claims to be submitted on the last day of the month.</p> <p>Within 14 days of receipt of a payment claim, the Superintendent will issue a payment certificate.</p> <p>Within 28 days after receipt of a claim for payment, the Principal will pay the assessed amount.</p>	GC 42 Annex.A	Agree	
11. Rights and liabilities upon termination	<p>If the Contract is terminated for the Principal's convenience, the Contractor shall be entitled to payment:</p> <ol style="list-style-type: none"> 1. The value of all work carried out to the date the termination notice takes effect. 2. The cost of materials reasonably ordered. 3. Demobilisation costs. 4. An amount of [REDACTED] of the unpaid portion of the Contract Price. 5. Costs reasonably incurred by the Contractor in the expectation of completing the Works. <p>Additionally, the principal must return the security.</p>	GC Amendment B1.7	Agree	
12. Variations	<p>Very reasonable variation provision. No time barring exists.</p> <p>The mark-up (profit and OH) specified for variations is [REDACTED]</p>	GC 40	Agree	
13. Design responsibility	The Contractor must complete the design provided in the Primary	GC Amendment	Note Precision Civil to	

	Documents (Specification documents), including designing those aspects of the work under Contract which have not already been designed. Completion of the design includes; <ol style="list-style-type: none"> 1. Aircon system 2. Cable tray layout and supports and associated works 3. Shop drawings 4. Services locations and interface inconsistencies 5. Cathodic protection 6. Surge vessel 	B1.1.3	review B1.1.1 to B.1.3 and confirm if this aligns with the agreed scope. May require a clarification.	
14. Milestone / Key dates and durations	Practical Completion is 52 weeks from the execution of the Formal Instrument of Agreement or as negotiated	GC Amendment B1.1.3	Precision Civil to advise	
15. Dispute resolution	A reasonable dispute resolution process exists. Conferrals, and if not resolved, arbitration.	GC 47	Agree	
16. Delays / EOT	If the Contractor is or will be delayed in reaching Practical Completion by a qualifying event, within 28 days after the delay occurs, the Contractor must provide its extension of time request. Delay costs are permitted for delays caused by the Principal, Superintendent, other contractors etc.	GC 35.5 Annex.A	Agree	
17. Delay entitlements			✓ ✗	
• Delays in Access by client	✓	✓	GC 35.5(b)(i) GC 36	Agree
• Suspension by client	✓	✓	GC 35.5(b)(i) GC 36	Agree
• Cyclones			Silent	Depart
• Force Majeure			Silent	Depart
• Inclement Weather	✗	✗		[REDACTED] [REDACTED] to make sufficient allowances for inclement weather, or advise if it wishes to clarify
• COVID			Silent	Depart

• Change in Law	✓	✗	GC 35.5(b)(vi)	Agree	
• Latent Conditions (site only)	✓	✓	GC 35.5(b)(iii) GC Amendment B1.8	Agree	
• Errors/ delays in client's documents	✓	✓	GC 35.5(b)(i) GC 36	Agree	
• Delays by client's other contractors	✓	✓	GC 35.5(b)(i) GC 36	Agree	
• Delays in client's free issued equipment	✓	✓	GC 35.5(b)(i) GC 36	Agree	
• Acceleration	n/a	✓	Silent	Treat as Variation	
• Rise and Fall			Silent	[REDACTED] [REDACTED] to make sufficient allowances for any rise in material or labour prices	
• Variations	✓	✓	GC 40	See above	
• Contaminated Material	✓	✓	GC 35.5(b)(iii) GC Amendment B1.8	Agree	
• Minerals, fossils, relics	✓	✓	GC 35.5(b)(iii) GC Amendment B1.8	Agree	
18. Other					

Commercial/Risk Observations, Recommendations and General Notes

1. Nil