

Class 1 Government Contract

1. Document Numbers

D19/66241

2. Name and Address of the contractor

Name: Downer EDI Works Pty Ltd

Address: 1 Unwin Street, Rosehill, NSW, 2142

3. Particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract

Not Applicable

4. The date on which the contract became effective and the duration of the contract

Effective Date: 15 July 2019 Duration: 11 Weeks

5. Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract

Supply of materials and equipment, construction, testing and commissioning, required to complete the construction of the works.

The Works and WUC includes, but is not limited to:

- The WUC work sites includes; St Thomas Street, Bronte (Albert Street to MacPherson Street), Henrietta Street, Waverley (Birrell Street to Bronte Road), Blair Street, North Bondi (Mitchell Road to Wairoa Ave)
- All activities associated with the milling and filling of Asphalt Roads at locations as outlined in Section 3 and in accordance with the drawings and specifications listed in Section 2
- The coordination with all third parties and authorities for the Works, including:
 - o Sydney Water in relation with any Sydney Water ·infrastructure work
 - o Ausgrid in relation with any Ausgrid infrastructure work.
- Constructed in accordance with relevant Aus-Spec specifications
- Testing of Coal Tar where suspected refer to report prepared by Durkin listed in Section 2
- Tipping of RAP (non-contaminated material) to an approved disposal facility.
- Parking patrol at all work sites, as necessary to complete all works.
- Temporary installation of sticks and stomps once resheeting is completed. Permanent line marking to be applied two weeks after completion of resheeting works in accordance with the drawings listed in Section 2. All permanent line marking to be thermoplastic and installed in accordance with relevant RMS specifications including all relevant reference material and annexures.
- Allowance for 10mm asphalt correction layer on all work sites.
- 6. The estimated amount payable to the contractor under the contract

AUD \$440,070.42 (incl. GST)

7. A description of any provisions under which the amount payable to the contractor may be varied

Where, otherwise than by reason of a direction to vary WUC, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in a hill of quantities which forms part of the Contract or schedule of rates:

- the Principal accepted a lump sum for the item, the difference shall be a deemed variation;
- b) the Principal accepted a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a schedule of rates are stated in Item 11 (of contract), the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed variation.

If such a bill of quantities or schedule of rates omits an item which should have been included, the item shall be a deemed variation.

8. A description of any provisions with respect to the renegotiation of the contract

Not Applicable

- 9. In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed
- 10. A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services

Defect Liability Period 12 Months