

enquiries refer
John Truman
in reply please quote
Ballina STP, Lennox Head STP



25 February 2011

Mr Colin Woods
Haslin Constructions Pty Ltd.
PO Box 363
SUTHERLAND NSW 1499

Dear Mr Woods

**Re: Letter of Award - Contract/Bond 0902774
Ballina Wastewater Treatment Plant Upgrade**

The Principal accepts your company's tender dated 6 October 2010 for the Ballina Wastewater Treatment Plant Upgrade, Contract No 0902774 for the Contract Price stated in Contract Information Item 43.

Attached to this Letter of Award is your copy of the final Contract Information, which includes the now completed items 8 to 11 inclusive, item 17 and Item 43.

Possession of the Site will be available to the Contractor in accordance with clause 13 of the Contract Information, although your attention is particularly drawn to the Contractor's obligations in respect of security (clause 33 & 34) and the provisions of Clause 7 of the GC21 General Conditions of Contract Edition 1, which deals with the make up of the Contract itself.

The Contractor must provide evidence of insurance Clause 36 of the GC21 General Conditions of Contract Edition 1, before commencing work under the Contract.

Yours faithfully

John Truman
Group Manager
Civil Services

For the Principal

Contract Information

The *Contract Information* is part of the Contract. Words and phrases are defined in clause 83.

Project and Contract

Item

1 Project and Contract name

The Project and Contract name is: Ballina Wastewater Treatment Plant Upgrade

The Contract number is: 0902774

2 Site

The Site is: *Mentioned in clause 83*

The Ballina WWTP is located at the end of Fishery Creek Road in West Ballina, NSW. The Lennox Head WWTP is located approximately 2 km south of Lennox Head with access from North Creek Road. There is SEPP 14 wetlands to the Western Boundary of the Ballina Wastewater Treatment Plant and to the entire surrounds of the Lennox Head Wastewater Treatment Plant

Both sites incorporate a number of existing buildings and other structures of the existing WWTP.

The whole of the existing WWTP's will remain fully operational throughout the course of the Contract. The operation and maintenance of the plant shall not be interrupted without prior approval from the Principal.

Where access is required to the sections of the existing WWTP's in operation it shall be achieved in full cooperation with Council personnel.

The Contractor shall take the full responsibility of the construction areas.

The Contractor shall induct all personnel requiring access to the construction area including Council personnel.

3 Description of the Works (including purpose)

The Works are: *Mentioned in clauses 10 & 83*

The Ballina – Lennox Head Urban Water Management Strategy (UWMS) consists of a number of separate and related components. One of these is the Upgrade of

the Ballina Wastewater Treatment Plant (WWTP) located off the Pacific Highway at Ballina.

The objectives of the upgrade are to increase the capacity of the plant to 30,000 equivalent persons (EP), install a bio-solids handling system, and to produce recycled water to a quality as required for reuse within Urban Dual Reticulation (UDR), Urban Open Space (UOS), as well as a suitable quality for discharge of the 'unused' recycled water to the estuary, via the existing discharge pipeline and for Vegetation Regeneration (VR).

A further objective is to demolish the unused portions of the existing plant, and to restore the site.

The objectives of the upgrade works to Lennox Head WWTP are to construct a Recycled Water Plant and associated equipment to produce recycled water to a quality as required for reuse within Urban Dual Reticulation (UDR) and Urban Open Space (UOS) within the Lennox Head area.

This Design and Construction (D&C) contract will be a performance based contract whereby the recycled water quality must meet the quality requirements of the contract, and the plant life cycle costs (including construction and operation - energy, chemical usage, maintenance - costs) must meet the Contractor's tendered amounts.

The Extent of Works is summarised in Clause 2 of Section 3 and detailed throughout the Contract Document.

Principal's details

4 Principal

The Principal is:

Ballina Shire Council

5 Principal's Authorised Person

The Principal's Authorised Person is:

Barry Garland

Mentioned in clause 2

6 Notices to the Principal

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

Mentioned in clause 30

Office address:
(for delivery by hand)

Department of Services, Technology and
Administration
NSW Public Works
120 Dalley Street, Lismore
NSW 2480

Postal address:
(for delivery by post)

Department of Services, Technology and
Administration
NSW Public Works
PO Box 73, Lismore
NSW 2480

Facsimile number:

0266 265 666

e-mail address

barry.garland@services.nsw.gov.au

7 Senior executive

A - Principal's senior executive

The Principal's senior executive is:

Robert Siebert

Mentioned in clauses 73 & 74

B - Documents copied to the Principal's senior executive

Mentioned in clause 73

When notices must be copied to the Principal's senior executive the address is as follows:

Office address:
(for delivery by hand)

Department of Services, Technology and
Administration
NSW Public Works
120 Dalley Street, Lismore
NSW 2480

Postal address:
(for delivery by post)

Department of Services, Technology and
Administration
NSW Public Works
120 Dalley Street, Lismore
NSW 2480

Facsimile number:

0266 265608

e-mail address

robert.siebert@services.nsw.gov.au

Contractor's details

8 Contractor

The Contractor is:

Haslin Constructions P/L
ABN 85 051 102 124

9 Contractor's Authorised Person

The Contractor's Authorised Person is: Chris Janetzki *Mentioned in clause 2*

10 Senior executive

The Contractor's senior executive is: Colin Woods *Mentioned in clause 74*

11 Notices to Contractor

Mentioned in clause 30
 Notices must go to the personnel listed above, at the address or number shown here.
 Office address: Suite 2, 2-4 Merton Street
 (for delivery by hand) Sutherland
 Postal address: PO Box 363
 (for delivery by post) Sutherland
 Facsimile number: 02 95451833
 e-mail address: cjanetzki@haslin.com.au

Dates and times

12 Date of Contract

Mentioned in clause 83
 This is the date the Principal signs the Contract after the Contractor has signed, or the date of the Principal's *Letter of Award* to the Contractor (as applicable).
 Date of Contract is: The date of the *Letter of Award*

13 Contractual Completion Date and times

Mentioned in clause 83
 The time periods for Completion include the 14 days or other time periods referred to in Clause 38.

Whole of the Works and Milestones

Milestone 1

Description of *Milestone*: Concept design finalisation, Detailed design, Construction and installation, Commissioning and validation of the Ballina WWTP including specific MBR infrastructure and other civil infrastructure requirements and all other work under the contract but not included in Milestones 2, 3 or 4.

Time period for possession of the Site is: 2 weeks from *Date of Contract*.

Time period for *Completion* is: 82 weeks from Date of Contract

Milestone 2

Description of *Milestone*:

Decommissioning of existing treatment facilities not used with augmented plant and Demolition and restoration of the existing Ballina WWTP and all other work under the contract associated with the completion of this Milestone.

Time period for possession of the Site is:

2 weeks from *Date of Contract*.

Time period for *Completion* is:

14 weeks from completion of Milestone 1

Milestone 3

Description of *Milestone*:

Concept design finalisation, Detailed design, Construction and installation and Commissioning and validation of the Lennox Head RWP including specific membrane filtration infrastructure and other civil infrastructure requirements and all other work under the contract associated with the completion of this Milestone but not included in Milestones 1, 2 or 4.

Time period for possession of the Site is:

2 weeks from *Date of Contract*

Time period for *Completion* is:

55 weeks from Date of Contract

Milestone 4

Description of *Milestone*:

Completion of Sludge Drying and or Solar Dryer Works and all other work under the contract associated with the completion of this Milestone.

Time period for possession of the Site is:

2 weeks from *Date of Contract*

Time period for *Completion* is:

28 weeks from completion of Milestone 1 or as approved by the Principal's Authorised Person

NSW Government requirements

14 Codes

The NSW Government codes that apply are:

Mentioned in clause 13
NSW Government *Code of Practice for Procurement*

15 Principal contractor

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

Mentioned in clause 15.2
Yes

16 NSW Government construction Guidelines requirements

A - OHS Management Plan

Mentioned in clause 15.3

Is the Contractor required to submit a Project OHS Management Plan? (Yes/No) Yes

Is the Contractor required to submit a Site-specific Safety Management Plan? (Yes/No) Yes

B - Industrial Relations Plan

Mentioned in clause 16.3

Is the Contractor required to submit a Project IR Plan? (Yes/No) Yes

C - Environmental Management Plan

Mentioned in clause 18.2

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

D - Training Management Plan

Mentioned in clause 19.3

Is the Contractor required to submit a Project Training Management Plan? (Yes/No) No

E - Aboriginal Participation Plan

Mentioned in clauses 20.1

The Aboriginal Participation Project Category is: Not Applicable

Are a Statement of Opportunities for Aboriginal Participation and Aboriginal Participation Plan required? (Yes/No) Not Applicable

Reference Contract Documents

17 Reference Contract Documents

Mentioned in clause 7.1.5

The Reference Contract Documents are:

- Letter of Award; and*
Tender Document, Volumes 1, 2 and 3, plus;
- Addendum 1 issued 13/08/10 (1 page and 10 drawings);
 - Addendum 2 issued 16/08/10 (1 page and 10 drawings);
 - Addendum 3 issued 16/08/10 (1 page);
 - Addendum 4 issued 27/08/10 (2 pages, 1 drawing, and 1 Appendix);
 - Addendum 5 issued 06/09/10 (3 pages);
 - Addendum 6 issued 28/09/10 (1 page, 1 drawing and revised SECTION 35 Telemetry & IT Services).
- Tender dated 6th October 2010 including;**

- Covering letter "Envelope 1" (2 pages)
- Tender Form (1 page)
- Schedule of Rates (1 page)
- Schedule of Information for General Conditions of Contract Schedule 3 (Payment Claims Worksheet) (7 pages)
- Schedule of Mandatory Alternative Tenders (1 page)
- Schedule of Estimated Energy, Membrane Cleaning Chemicals and Maintenance Costs Ballina WWTP (16 pages)
- Schedule of Estimated Energy, Membrane Cleaning Chemicals and Maintenance Costs (Lennox Head RWP) (11 pages)
- Schedule of Program and Cash Flow Information (3 pages)
- Schedule of Qualifications and Departures (26 pages)
- Schedule of Nominated Rates for Cost Adjustment (6 pages)
- Covering letter "Envelope 2" (1 page)
- Schedule of Concept Design Ballina WWTP (76 pages)
- Schedule of Concept Design Lennox head RWP (30 pages)
- Schedule of Adjustment of Customs Tariffs (1 page)
- Schedule of Internal Designers (1 page)
- Schedule of External Designers (4 page)
- Schedule of Technical Data (Ballina WWTP) (204 pages)
- Schedule of Performance Guarantees (Ballina WWTP) (2 pages)
- Schedule of Technical Data Lennox Head RWP (111 pages)
- Schedule of Performances Guarantees Lennox Head RWP (2 pages)
- Schedule of Quality Management Information (3 pages)
- Schedule of Occupational Health and Safety Management Information (3 pages)
- Schedule of Environmental Management Information (4 pages)
- Schedule of Proposed Subcontractors and Consultants (1 page)
- Schedule for Non-Price Criteria (2 pages)
- Tender Drawings (110 pages)

Post Tender Correspondence including;

- PW letter dated 29/10/10 requesting resubmission of Schedule 4 due to being incorrectly completed (1 page),
- Haslin email reply dated 4/11/10 with completed revised schedule 4 and signed Addendums (8 pages),
- PW letter dated 17/11/10 requesting further information regarding options included in tender (1 page),
- PW letter dated 18/11/10 requesting removal of Qualifications and Departures (1 page),
- Haslin letter dated 26/11/10 withdrawing existing Qualifications and Departures schedule and replacing with revised Qualifications and Departures schedule (18 pages),
- Haslin letter dated 26/11/10 providing priced options for consideration (2 pages),
- PW email dated 7/12/10 containing initial Issues and Response document (23 pages),

- PW email dated 7/12/10 containing revised initial Issues and Response document (25 pages),
- PW email dated 09/12/10 containing revised initial Issues and Response document in Word format (25 pages),
- Haslin email dated 16/12/10 containing updated Issues and Response document and Other Options drawings and information (60 pages),
- PW email dated 23/12/10 containing revised Issues and Response document dated 23 December 2010 (41 pages),
- Haslin email dated 6/01/11 requesting information on recycled water main (3 pages),
- Haslin email dated 7/01/11 containing further updated Issues and Responses document and additional information (51 pages),
- Haslin email dated 11/01/11 containing chemical dosing pump information (2 pages),
- PW email dated 11/01/11 acknowledging receipt of chemical dosing pump information (1 page),
- PW email dated 11/01/11 containing revised Issues and Response document dated FINAL – 11 January 2011 and Additions and Deductions document detailing proposed revised Tendered Price (44 pages),
- Haslin email date 12/01/11 containing agreement to revised tendered price and confirming tender validity date,
- PW email dated 19/01/11 requesting revised NPV schedules (1 page),
- Haslin email dated 21/01/11 acknowledging receipt of request for revised NPV schedules (2 pages),
- Haslin email dated 9/02/11 containing revised NPV schedules (11 pages),
- PW email dated 17/02/11 containing proposed Works Insurance details and copy of policy (31 pages),
- Haslin email dated 18/02/11 containing completed Schedule of Contract Information (2 pages).

Principal's Documents

18 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: One electronic copy and one hard copy

Contractor's Documents

19 Copies of Contractor's Documents

Mentioned in clause 45.1

The number of copies of the *Contractor's Documents* to be provided to the Principal is: One electronic copy and three hard copies

Subcontract work

20 Use of GC21 Subcontract

Subcontract value requiring use of GC21 Subcontract is:

\$100,000.00

Mentioned in clause 31.3

21 Use of equivalent clauses

Subcontract value requiring use of equivalent clauses is:

\$25,000.00

Mentioned in clauses 31.3 & 31.4

22 Payment for minor Subcontract

Maximum period before payment for minor Subcontract:

15 Business Days

Mentioned in clause 31.3

23 Preferred Subcontractors

Preferred Subcontractors referred to in clause 32 are:

Not Applicable

Mentioned in clause 32

24 Prequalified Contractors

Trades or areas of work requiring use of Prequalified Contractors are

Not Applicable

Mentioned in clause 32

25 Subcontractor's warranty

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

- Geosynthetic Clay Liner (10 years)
- Pipes and Fittings (45 years)
- Air Conditioning (5 years)
- Diffused Aeration System Membrane Diffuser (5 years)
- Membrane service Life (5 years)
- UV Lamps (12,000 hours)
- UV system ballast cards (3 years)
- BFP belt (1,000 hours)
- Hot Water Unit (10 years)
- Reservoir Aluminium Roofing (40 years)

Mentioned in clause 33.1

Insurance – General

Mentioned in clauses 36.1 & 36.2

26 Works insurance

Minimum cover:

\$30 million for any one occurrence

Insurer:

QBE Insurance (Australia) Limited through Insurance broker Jardine Lloyd Thompson Pty Ltd

Policy number:

15JLT0001CAR

Period of cover:

Until issue of *Final Payment Schedule*.

27 Public liability insurance

Minimum cover: \$20 Million
 Insurer: QBE Insurance (Australia) Limited through
 Insurance broker Jardine Lloyd Thompson
 Pty Ltd
 Policy number: 15JLT0001CAR
 Period of cover: Until issue of *Final Payment Schedule*.

28 Workers compensation insurance

Minimum cover: As required by law.

29 Personal accident insurance

Minimum cover: Death and permanent disability \$400,000-00
 Temporary disablement: \$800-00 each week

Insurance - Specific

Mentioned in clauses 36.1.4, 36.3 and 36.4

30 Professional indemnity insurance

Is a professional indemnity policy to be held by the Contractor? Yes

Minimum cover: \$500,000 or 20% of the *Contract Price*, whichever is the greater, to a maximum of \$10 million.

31 Asbestos liability insurance

Minimum cover: Asbestos related insurance only as required by law.

32 Marine liability insurance

Minimum cover: \$5 million for any one occurrence.
 Period of cover: The whole of the period of use of waterborne craft of 8 or more metres in length on work for or in connection with the Contract.

Security

33 Completion Undertaking

Percentage of the *Contract Price* at the Date of Contract is: *Mentioned in clause 37.1*
 4% for the first \$10 million plus 2% for any amount of the *Contract Price* over \$10 million

34 Post-Completion Undertaking

Percentage of the *Contract Price* at the Date of Contract is: *Mentioned in clause 37.1*
 1%

35 Return of Post-Completion Undertaking

Period for return of *Post-Completion Undertaking* is: 12 months

Mentioned in clause 37.2.2

Site information
36 Site information

Mentioned in clause 40

Information contained in the documents listed 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:

- Concept Design for the Ultimate Upgrade of the Ballina Wastewater Treatment Plant – NSW Water Solutions – May 2009 (Made available with expression of interest documentation, the contact officer will provide in electronic format upon request)
- Concept Design for the Ultimate Upgrade of the Lennox Head Recycled Water Plant – NSW Water Solutions – May 2009 (Made available with expression of interest documentation, the contact officer will provide in electronic format upon request)
- Concept Design for the Ballina and Lennox Head Recycled Water Plant(s) and Bulk Transport System – NSW Water Solutions – February 2009 (Revised June 2009) (Made available with expression of interest documentation, the contact officer will provide in electronic format upon request)
- Concept Design for Catchment Diversion Works – North Ballina, Ballina Heights and West Ballina SPS – NSW Water Solutions – April 2009.
- Ballina Sewerage Influent Sewage Monitoring Report – NSW Water Solutions – April 2010.
- Ballina Sewerage Scheme Ultimate Upgrades, Ballina WWTP – Potential Impacts of using the Existing Maturation Pond as a Storm Detention Pond – Concept Design – NSW Water Solutions

– March 2010.

- Ballina Sewerage Scheme Ultimate Upgrades, Provision of Fixed Generators at Ballina WWTP and Lennox Head RWP and WWTP – Concept Design – NSW Water Solutions – March 2010.
- Ballina – Lennox Head Recycled Water Master Plan, Environmental Impact Statement – September 2009
- Design Information Pack – Country Energy – 9/6/2010
- Ballina Reclaimed Water Facility (RWF) – Geotechnical Investigation for Tender Document – NSW Water Solutions – March 2008
- Ballina WWTP Ultimate Upgrade – Geotechnical Investigation for Tender Document – NSW Department Services, Technology & Administration – July 2010
- Lennox Head WWTP Ultimate Upgrade – Geotechnical Investigation for Tender Document – NSW Department Services, Technology & Administration – July 2010
- All of the drawings included in Volume 3:

Scope of activities

37 Scope of Design activities

Mentioned in clause 1.1.1

A - Extent of Design by the Contractor

Extent of Design by the Contractor is:

Mentioned in clauses 1.1.1 and 43.1
All necessary design for or in respect of the Works not already performed by the Principal, as described in the *Principal's Documents* including but not limited to all design development, documentation and coordination of the design of the various engineering and architectural disciplines, workshop detailing and finalisation of the *Design* of the *Works* in all respects, in accordance with the *Contract Documents*.

The Contractor must complete *Design* of all works and the interaction between all these and other components of the Principal's design, as referred to in the *Principal's Documents*.

The Contractor must amend the *Principal's*

Documents to ensure that the Contractor's Design is compatible with all other components of the Works.

Any such changes to the *Principal's Documents* must not adversely impact upon the required performance and fitness for purpose of the Works

Amendments to the *Principal's Documents* become part of the *Contractor's Documents*. Under no circumstances may the Contractor otherwise change the Principal's design without the Principal's prior written approval.

If the Principal's design is required to be changed with the Principal's approval, the provisions of clause 43.2 will apply and the *Variation* is to be valued under clause 52.

The only exception to the provisions of clause 43.2 with *Variations* is as follows:

- Notwithstanding clauses 43.4 and 48.2, any change to the Works resulting from the Contractor's development of the *Principal's Documents* in respect of all works and the interaction between these and other components of the Principal's design in the *Principal's Documents*, is not a *Variation* and the Contractor has no entitlement whatsoever to an extension of time, costs or to any other adjustment of the *Contract Price*.

B - Building Code of Australia

Mentioned in clauses 43.1 & 48

Is the Building Code of Australia to apply to the *Design* in the *Contractor's Documents* (clause 43.4) and to the *Materials* used in the construction of the Works (clause 48)? (Yes/No) Yes

38 Responsibility for Design

Mentioned in clause 44

Is the Contractor to assume responsibility for design carried out by the Principal before the Date of Contract and does clause 44 apply? (Yes/No) No

39 Working days and hours of work Mentioned in clause 26

Working days and hours of work: In accordance with the Ballina – Lennox Head Recycled Water Master Plan

Environmental Impact Statement (Report No. DC08174, September 2009).
Monday to Friday 7.00 am to 6.00 pm and Saturday 8.00 am to 1.00 pm.

40 Rise or fall adjustments

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

Mentioned in clause 59.1
Yes (Cost adjustment applies to the supply only of steel reinforcement & structural steel. Cost adjustment does not apply to any other materials).

41 Site Conditions

Is the Contractor to bear the full risk, including cost and time implications, of encountering and dealing with materially adverse *Site Conditions*? (Yes/No)

Mentioned in clause 41.8
Yes

Innovation

42 Innovation

Do the parties agree to share the savings in the cost to the Contractor of the Works resulting from changes accepted by the Principal? (Yes/No)

Yes

Mentioned in clause 46.8

If "No", the Contractor keeps the direct saving in the cost to the Contractor of the Works, as provided in clause 46.5.

Percentage of saving to be allocated to the Contractor is: 50%

Percentage of saving to be allocated to the Principal is: 50%

Payments

43 Contract Price at the Date of Contract

Contract Price at the Date of Contract is: \$45,437,315.00

Mentioned in clause 59

Basis of payment:

Basis of payment is:
(Lump sum / *Schedule of Rates* / *Schedule of Rates* and lump sums)

Schedule of Rates and Lump Sums

44 Amount of Prepayment

Mentioned in clause 61.1.1

Amount of *Prepayment* is: \$ 4,000,000

45 Completion Amount

The *Completion Amount* is: \$1,000,000 *Mentioned in clauses 62.4.2 & 64*

46 Provisional Sums

Provisional Sums items referred to in clause 59: Not Applicable *Mentioned in clause 59*

47 Provisional Sum margin

The *Provisional Sum* margin percentage is: 10% *Mentioned in clause 59.6.2*

48 Contractor's Margin on Variations

The percentage for *Contractor's Margin* on *Variations* is: 10% *Mentioned in clause 83 and Schedule 5 - clause 3.1.3.*

49 Payment date and method

A - Date for Payment Claims

Date in month for making *Payment Claims* is: The last *Business Day* prior to the end of each calendar month *Mentioned in clause 62.1*

B - Type of payment

The method of payment will be by: *Monthly Progress Payments* *Mentioned in clause 62.2*
(*Progress Payment / Milestone Payment*)

C - Time for payment

Time that a payment becomes payable subject to clause 63.5 is: 10 *Business Days* *Mentioned in clause 63.5*

50 Interest on late payments

Rate of interest per annum is: 8% *Mentioned in clause 66*

Delay costs

51 Delay costs

Mentioned in clauses 55.1 to 55.3

A - Delay costs

The rate per day for delay costs for *Milestones** is: Milestone 1: \$5,700
Milestone 2: \$500

Milestone 3: \$1,800

Milestone 4: \$670

*The rates for each are separate and distinct from each other.

B - Delay to Completion and liquidated damages

Mentioned in clauses 55.4 to 55.9

Clause 55.4 applies to this Contract?
(Yes/No)

Not Applicable.

The Principal reserves its rights to claim general damages if the Contractor fails to achieve *Completion* by the *Contractual Completion Date*.

*The rates for each are separate and distinct from each other.

Engagement of Valuer

52 Engagement of Valuer

A - Engagement of Valuer

Mentioned in clauses 39.1 & 39.2

The Valuer must be engaged? (Yes/No) Yes

B - Person to nominate the Valuer

Mentioned in clause 39.1.1

The person to nominate the Valuer is:

National President
Institution of Engineers, Australia
11 National Circuit
Barton ACT 2600

Telephone (02) 6270 6555
Facsimile (02) 6273 1950

C - Litigation Threshold

Mentioned in clause 39.1.5

Threshold amount for litigation following a Valuer's determination is:

\$500,000-00

Expert Determination

53 Time to refer Issue to Expert Determination

Mentioned in clause 74.3

Maximum number of days for either party to refer an *Issue to Expert Determination* is:

Within 28 days of becoming entitled to refer an *Issue to Expert Determination* under clause 74.2.

54 Expert Determination representative

Mentioned in clause 75

The name of the representative of the Principal for all of the purposes in clause 75, to whom all documents must be copied under Schedule 6 (Expert

Manager,
Dispute Resolution Unit,
Policy Support Services,
Department of Services, Technology &

Determination Procedure) is:

Administration.

Office address:
(for delivery by hand)

Policy Support Services,
Level 10, McKell Building,
2-24 Rawson Place
Sydney, NSW, 2000.

Postal address:
(for delivery by post)

Department of Services, Technology &
Administration
Policy Support Services,
Level 10, McKell Building,
2-24 Rawson Place,
Sydney, NSW, 2000.

Facsimile number:

(02) 9372 8033

e-mail address:

Manager.cdru@commerce.nsw.gov.au

55 Person to nominate Expert

Person to nominate *Expert* is:

Mentioned in clause 75.1
Chief Executive Officer,
Australian Commercial Disputes Centre,
Level 6,
50 Park Street,
Sydney, NSW, 2000

Telephone number:

(02) 9267 1000

Facsimile number:

(02) 9267 3125

56 Threshold amount for litigation

Threshold amount for litigation,
following a determination is:

Mentioned in clause 75.6
\$500,000.00