



Developer Agreement

This Agreement is made this _____ day of _____ between North East Water (NEW) of Level 1, Hovell Street, Wodonga, the 'Owner' and the 'Consultant' specified below.

- a) This Agreement relates to the Owner's and the Consultant's responsibilities with respect to the installation of water and/or sewerage services for the subdivision proposed by the Owner (numbered below), to be designed and supervised by the Consultant, and known to the Owner and Consultant by the 'Development Name' nominated.
- b) The Owner appoints the 'Consultant' as their Agent for all purposes related to design, contract administration, construction and supervision of the works to be installed at the development. The Owner must indemnify NEW against costs and actions, which NEW undertakes at the Consultant's request.
- c) The signatures of the Owner, a delegate of the Consultant and a delegate of NEW at the foot of each page of this document confirm a binding contract between the Owner, the Consultant and NEW in accordance with the provisions of this Agreement. Any party to this Agreement may terminate the Agreement, after showing good reason and providing two weeks written notice to all other parties, but termination by any party does not relieve that party of performing obligations already imposed by the agreement.

Owner

(Insert correct entity's name, address and ABN where relevant. The address nominated will be used for all formal purposes associated with the development)

Name: _____

Address: _____

ABN: _____

Consultant

(Insert correct Consultant's name, address, ABN and contact details where relevant. The details nominated will be used for all formal purposes associated with NEW's liaison with the Consultant)

Name: _____

Address: _____

ABN: _____

Phone: _____ Fax: _____

Email: _____

Development Name

(Insert any name by which the Owner intends to publicise the development when ready to market)

Name: _____

Location

Address: _____

Plan of Subdivision

Number: _____

Owner's Signature

Signed for Consultant

Signed for NEW
Development Co ordinator

**OWNER'S OBLIGATIONS**

The Owner must:

1. Comply with the conditions imposed on the Planning Permit by NEW for all works to be constructed to service the land and each lot in the proposed development.
2. Supply all material and carry out all the works using only materials selected from the Water Services Association of Australia (WSAA) products list, meeting the appropriate Australian Standards, being of a type and to specifications approved by NEW. No other material may be used without specific prior written approval by NEW.
3. Ensure that only competent contractors experienced in water and/or sewer construction are engaged to complete the works.
4. Ensure that the constructed works are undertaken in accordance with contract conditions AS 2124-1992, AS4000-1997 General Conditions of Contract, or AS 4305-1995 Minor Works Contract Conditions with a defects liability period of 24 months.
5. Ensure that Contractors engaged on the works maintain a Public Risk Insurance Policy for at least \$20 Million which indemnifies NEW from all claims arising from the execution of the works
6. Pay headworks charges for water and sewer as determined by NEW's policy for development charges.
7. Pay NEW administration and auditing charge as determined by NEW's current pricing manual for development charges, not exceeding 3.5% of the estimated cost of the construction works.
8. Provide a security deposit as determined by NEW's current pricing manual for development charges in the form of a deposit or bank guarantee in an amount not exceeding 5% of the construction cost, to be held by NEW for a period of 24 months after NEW accepts practical completion of the works. This is to guarantee due performance of the Owner's maintenance obligations and is to be applied by NEW at its discretion if necessary maintenance of the works is not promptly performed by the Owner or Consultant.
9. Indemnify NEW against any claims or costs, including all costs of rectification of faults arising from defects or failure of the works for a period of 24 months after NEW accepts practical completion of the works.
10. Forfeit any claim for reimbursement of costs for future connections unless reimbursement is specifically so agreed with NEW.

Owner's Signature

Signed for Consultant

Signed for NEW
Development Co ordinator

**CONSULTANT'S OBLIGATIONS**

The Consultant must:

1. Indemnify NEW against any claims arising from the Consultant's work.
2. Remain solely responsible for the design, contract administration, supervision and setting out of the works.
3. Ensure that the works provide water and/or sewer services complying with:
 - i. All Water Services Association of Australia (WSAA) design manuals, general construction specifications and standard drawings.
 - ii. All NEW design manuals, general construction specifications and standard drawings.
 - iii. All other documents related to the construction of the proposed works.

In the event of any inconsistency or conflict between the various documents, the order of priority to be applied is –

 - i. All NEW design manuals, general construction specifications and standard drawings.
 - ii. All WSAA design manuals, general construction specifications and standard drawings.
 - iii. All other documents.
4. Ensure that any works not defined in WSAA or NEW manuals, specifications or drawings are carried out only pursuant to individual works specifications approved by NEW.
5. Provide design plans to NEW for the proposed works to NEW's requirements.
6. Design water and sewers mains to allow future extensions to service land other than the proposed development, if so advised by NEW.
7. Provide site-specific induction covering OH&S and environmental requirements to NEW employees or representatives entering the construction site in accordance with legislative requirements.
8. Ensure that connections to NEW's assets are performed to NEW's requirements.
9. Accept NEW's directions as a quality auditor.
10. Make all records and documents available to NEW before practical completion of the works to demonstrate compliance with WSAA and NEW's requirements.
11. Ensure that 'as constructed' plans are supplied to NEW upon completion of works to NEW's requirements.
12. Certify that works have been constructed in accordance with the approved design plans and specifications.
13. Remain responsible for the accuracy of "as constructed" plans of all works to be taken over by NEW on completion of the works.
14. Indemnify NEW against any claims or costs arising from design faults or inaccuracy of "as constructed" details supplied to NEW, for a period of five (5) years after NEW accepts practical completion of the works notwithstanding that the agreement may already have been terminated.

Owner's Signature

Signed for Consultant

Signed for NEW
Development Co ordinator



NEW'S OBLIGATIONS

NEW must:

1. Establish the requirements to be fulfilled by the Owner for water supply and sewerage services to be connected to the development.
2. Determine standards required for design and construction of all works.
3. Determine acceptable materials, products and fittings.
4. Notify approval of design plans submitted by the Consultant, when meeting NEW requirements.
5. Undertake quality audits at its sole discretion and bring any variations or omissions discovered to the Consultant's attention.
6. Determine from NEW's policy for development charges and pricing manual, headworks and other charges applicable to the development.
7. Accept responsibility for the operation and maintenance of the works from the date that NEW accepts practical completion, except costs incurred as a result of the works failing to meet NEW requirements.

ADDITIONAL OCCASIONAL NEW OBLIGATION

1. If NEW requires infrastructure to provide greater capacity than the standards indicate, to cater for future developments allowing integration into NEW works for the potential benefit of other developments, NEW will negotiate reimbursement with the Owner and the Consultant. The reimbursement will be for the agreed extra cost incurred by the Owner in design and construction of works to a standard greater than required for the current development area.

Owner's Signature

Signed for Consultant

Signed for NEW
Development Co ordinator