

INVITATION TO TENDER

**LENdlease SERVICES PTY LIMITED AND
VALORIZA WATER AUSTRALIA PTY LTD, TOGETHER THE
LENdlease VALORIZA JOINT VENTURE (“LLV JV”)**

PROJECT: Tender for Beenyup Advanced Water Recycling Plant (Stage 2)

PROJECT NO: 91T201-103

TENDER NO: RFQ-071

WORKS PACKAGE: E&IC Installation

TENDER ISSUE DATE: 22 December 2016

TENDER CLOSING DATE: 19 January 2017

Lendlease Services Pty Ltd, ACN 081 540 847
Level 3, 195 Great Eastern Highway, Belmont WA 6104, Australia

Valoriza Water Australia Pty Ltd, ACN 130 481 631
Level 7, 16 Victoria Avenue, Perth WA 6000, Australia

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Invitation to Tender, unless the context requires otherwise:

Term	Meaning
BROWZ Prequalification System	means a prequalification system prepared by BROWZ Australia Pty Ltd, ABN 18 161 050 451, Level 29, The Forrest Centre, 221 St George's Terrace, Perth WA 6000, Australia Tel: +61 (0) 8 9214 3820, Email: aus.sca@browz.com www.browz.com
Contract	means the Contract documents contained in Annexure B of these Conditions of Tender.
Global Minimum Requirements	the Global Minimum Requirements (GMRs) prepared by LLVJV and provided to the Subcontractor, as amended from time to time.
GST	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Project	means the project specified on the cover page of this Invitation to Tender and stated in Annexure A – Tender Particulars.
Tender	means the tender comprised of the documents duly completed in accordance with these Conditions of Tender executed by or on behalf of the Tenderer and received by LLVJV.
Tender Documents	means the documents issued to prospective Tenderers being: (a) these Conditions of Tender (including Schedules, Annexures and any attachments thereto); (b) any Tender Addendums; (c) any other documents incorporated into the Tender Documents by reference; and (d) any other documents identified as such in Annexure A (Tender Particulars) of these Conditions of Tender.
Form of Tender	means the form(s) contained in Schedule 2 of these Conditions of Tender, to be completed and executed by the Tenderer and returned to LLVJV as part of the Tender.
Tender Price	means the price or prices inserted in Schedule 3 of these Conditions of Tender.
Tenderer	means the person or persons identified as such on the Form of Tender and includes all persons on whose behalf the person named in the Form of Tender may be deemed to have lodged the Tender.
Works	means the work or services to be performed and/or supplied under the Contract, more particularly described in the Tender Documents.

1.2 Interpretation

- (a) In this Invitation to Tender, unless expressly provided otherwise a reference to "\$" or "dollar" or any monetary amount is a reference to Australian currency.
- (b) Each party constituting the Tenderer is bound jointly and severally by this Tender.

2. FORM OF ACKNOWLEDGEMENT

On receipt of the Tender Documents, the Tenderer is to issue the Form of Acknowledgement to Submit a Tender set out in Schedule 1 within 5 business days.

3. FORM OF CONTRACT

The form of Contract is set out in Annexure B.

4. ENQUIRES

All enquiries and questions regarding this Invitation to Tender must be referred to the LLVJV Nominated Contact Person stated in Annexure A – Tender Particulars. Any answers to inquiries will be given by LLVJV in the form of a Tender Addendum under clause 11.

5. ELIGIBILITY OF TENDERERS

The Tenderer must be prequalified under the BROWZ Prequalification System, as notified to the Tenderer by LLEJV.

6. CONTENTS OF TENDER

The Tenderer must submit a Tender in accordance with the following requirements:

- (a) the Tender must be for the whole of the Works as described in the Tender Documents;
- (b) the Tenderer must not alter or add to the Tender Documents except as required by these Conditions of Tender;
- (c) the Tenderer must complete and include the following documents in its Tender:
 - (i) the Form of Acknowledgement to Submit a Tender set out in Schedule 1 of the Conditions of Tender submitted in accordance with clause 2;
 - (ii) the Form of Tender set out in Schedule 2, accompanied by all remaining Schedules of these Conditions of Tender, duly completed by the Tenderer;
 - (iii) any other documents or information requested in the Conditions of Tender, duly completed by the Tenderer; and
 - (iv) any other documents listed in Annexure A – Tender Particulars;
- (d) failure to complete and include these documents may render the Tender non-conforming;
- (e) the Tenderer must allow in the Tender for the requirements contained in all Tender Addendums issued by LLVJV;
- (f) the Form of Tender must be signed by a person or persons having full authority to commit the Tenderer and to enter into the proposed Contract on its behalf;
- (g) set out clearly which person, persons, corporations or other entities on whose behalf the Tender has been lodged;
- (h) be accompanied by any supporting information which is required by these Conditions of Tender; and
- (i) the Tenderer must include an address, not being a post office box, for service of notices for the purpose of this Tender and any subsequent contract arising within the terms of clauses 16(b).

7. LODGEMENT OF TENDERS

- (a) Tenders must be lodged and submitted by the time, and means stated in Annexure A – Tender Particulars.
- (b) LLVJV may in its sole and absolute discretion exclude any late Tender from consideration, unless LLVJV considers it is otherwise appropriate for a late Tender to be considered.
- (c) The Tenderer acknowledges and agrees that the Tender remains valid and open for acceptance by LLVJV for the period stated in Annexure A – Tender Particulars, after the closing date for lodgement of Tenders stated in Annexure A – Tender Particulars. However, if no period is stated in Annexure A – Tender Particulars, then the period will be 90 days.

8. AMENDMENT OF TENDER

A Tenderer may amend a tender after it has been submitted to LLVJV by submitting a new Tender in the prescribed form together with a written request to cancel the first Tender provided that the new Tender is delivered before the time and date for lodgement of Tenders.

9. COPIES OF TENDER DOCUMENTS

A copy of the Tender Documents will be supplied to the Tenderer without charge. If a Tenderer is notified that its Tender is unsuccessful it must (if requested by LLVJV) return to LLVJV all copies of the Tender Documents within 30 days after the date of the notice.

10. TENDERER TO INFORM ITSELF

- (a) LLVJV does not warrant, guarantee or make any representations with respect to:
 - (i) the completeness, accuracy, adequacy or content of any information relating to the site(s) where the Works are to be performed (**Site Information**) provided to the Tenderer by or on behalf of LLVJV;
 - (ii) any interpretations, deductions, opinions or conclusions set out in any such Site Information; or
 - (iii) the suitability or adequacy of or any other aspect of such Site Information.
- (b) The Tenderer warrants and represents to LLVJV that by lodging a Tender it is deemed to:
 - (i) satisfy all laws and hold all relevant licences to enable the Tenderer to legally execute the Works;
 - (ii) have examined all documents comprising the Tender Documents, the site(s) where the Works are to be performed and its surroundings including any existing buildings or other structures, and any other information made available in writing by LLVJV for the purpose of tendering including Site Information;
 - (iii) examined all information relevant to the risk, contingencies and other circumstances having an effect on its Tender and which is obtainable by the Tenderer making reasonable enquiries;
 - (iv) have satisfied itself as to the correctness and sufficiency of its Tender and that its price covers the cost of complying with all the requirements of the Tender Documents and of all matters and things necessary for the due and proper performance and completion of the work described in the Tender Documents;
 - (v) other than in respect of information that will form part of the Contract, not relied on information provided by LLVJV or by any other person on behalf of LLVJV or represented to be provided for or on behalf LLVJV without independently verifying such information and independently satisfying itself of the adequacy, accuracy and correctness of such information;
 - (vi) informed itself of all matters relevant to access to the site(s) where the Works are to be performed; and
 - (vii) informed itself of all industrial matters relevant to the Project, the Works and the site(s) where the Works are to be performed.
- (c) The Tenderer acknowledges that LLVJV will rely upon the warranties and representations set out above in considering the Tender and in entering into any contract.

11. TENDER ADDENDUMS

- (a) Prior to the time and date for lodgement of Tenders, LLVJV may issue Tender Addendums to clarify or amend the Tender Documents. The Tenderer may not rely on any explanation of the Tender Documents by LLVJV unless the information is in writing and signed by LLVJV in the form of a Tender Addendum.
- (b) LLVJV may at any time prior to the time and date for lodgement of Tenders defer the time and date for lodgement of Tenders.

12. DISCREPANCIES, ERRORS, OMISSIONS AND QUESTIONS

If the Tenderer finds any discrepancy, error or omission in the Tender Documents or has any question or wishes to make any enquiry concerning the Tender Documents, it must notify LLVJV in writing prior to the date for lodgement of Tenders. LLVJV may respond to these notices by issuing a Tender Addendum in accordance with clause 11.

13. CONFORMING AND NON CONFORMING TENDERS

- (a) To submit a conforming Tender, the Tenderer must submit a Tender which conforms in all respects with the requirements of the Tender Documents and these Conditions of Tender.
- (b) A Tender may be rejected at LLVJV's sole option and discretion if it does not comply with the requirements of, or if it contains provisions not required or allowed by, the Tender Documents.
- (c) A Tenderer may, in addition to submitting a conforming Tender, submit any one or more Tenders which do not comply with the requirements of the Tender Documents. If a Tenderer submits a non-conforming Tender the Tenderer must expressly identify and state in detail every manner in which the Tender departs from the requirements of the Tender Documents.
- (d) LLVJV reserves the right to accept or exclude non-conforming Tender or any or none of the departures or amendments as it sees fit.

14. ADDITIONAL INFORMATION

- (a) Notwithstanding any other requirements of the Tender Documents, LLVJV may require the Tenderer to submit additional information to allow further consideration of the Tender.
- (b) If the Tenderer fails to submit any of the information so required by the time and date stipulated by LLVJV the Tender may be rejected.

15. PROCEDURE AFTER LODGEMENT

- (a) After the closing date for Tenders, LLVJV may advise the Tenderer of a place and time for an interview between LLVJV and the Tenderer. The Tenderer must attend at the time and place specified and must be represented by representatives conversant with all details of the Tender and authorised to make any decisions on behalf of the Tenderer.
- (b) Tenders will be assessed on the basis of the Tender representing the best value to LLVJV. In considering the best value, LLVJV may take into account the information the Tenderers are required to include in their Tenders and the evaluation criteria (if any) listed in Annexure A – Tender Particulars.
- (c) The evaluation criteria (if any) are merely a guide for Tenderers. Notwithstanding any other provision (whether express or implied) of the Tender Documents, LLVJV is not bound to take into account any of the matters listed in Annexure A – Tender Particulars, is free to take into account matters which are not listed in Annexure A – Tender Particulars and is free to alter or disregard any order of precedence or weighting stated in respect of any matters listed in Annexure A – Tender Particulars.

16. ACCEPTANCE OF TENDERS

- (a) LLVJV will not be obliged to accept the lowest tender price(s) or any Tender.
- (b) A Tender will be deemed to be accepted only by written notice of acceptance from LLVJV to the Tenderer.
- (c) LLVJV will notify all unsuccessful Tenderers. LLVJV is not obliged to give reasons.

17. WITHDRAWAL OF TENDERS

A Tenderer may withdraw its Tender at any time after the expiration of the tender validity period specified in clause 7(c) from the date by which Tenders must be lodged, but must not withdraw its Tender prior to the expiration of this period.

18. RISE AND FALL

There will be no adjustment in price for rise and fall.

19. TENDER PRICE

The Tender Price submitted by the Tenderer must:

- (a) be submitted in the format set out in Schedule 3 of these Conditions of Tender;
- (b) include and will be deemed to include all costs of complying with the Tender Documents and associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the work under the contract; and
- (c) be exclusive of GST.

20. COSTS OF TENDERING

LLVJV will not make any payment to the Tenderer and will not be liable to the Tender in respect of any costs, expenses or loss suffered or incurred by the Tenderer arising out of or in connection with the preparation of a Tender whether before or after its submission and negotiation of the Tenderer's submission or the provision of any additional information to LLVJV in relation to the Tenderer's Tender (whether or not the Tenderer is successful in being awarded a contract). Any and all such costs, expenses or loss will be borne by the Tenderer.

21. ASSIGNMENT AND SUBCONTRACTING

The Tenderer shall not, without the consent in writing of LLVJV, assign, transfer or sub-let the Contract, or any part thereof, or make any secondary subcontract with any person, firm, or company for the execution of any portion of the Works other than for the supply of materials or minor details. Any such consent shall not relieve the Tenderer from any of its obligations under the Contract.

22. CONFIDENTIALITY

- (a) All documents and other information provided by LLVJV, including all Site Information, Tender Documents and any information relating to the Project, the Tender Documents or the Contract (**Confidential Information**) is confidential and must not be disclosed to any other party without the express written consent of LLVJV, which may be withheld in LLVJV's absolute discretion. Tenderers will have a licence to use the Confidential Information for the purpose of preparing a Tender but will acquire no other right in respect of the Confidential Information.
- (b) By no later than fourteen (14) calendar days after receiving a written request from LLVJV, the Tenderer must return or destroy the Confidential Information including any copies of the Confidential Information made by the Tenderer.

23. EH&S MANAGEMENT SYSTEM

- (a) The Tenderer's philosophy, policy and procedures with regard to EH&S will be paramount in LLVJV's evaluation of the Tender.
- (b) The Tenderer must comply with the Global Minimum Requirements (GMRs).
- (c) All costs and expenses arising out of or in connection with the Tenderer's compliance with its EH&S obligations shall be borne by the Tenderer and accordingly, the Tenderer's offer must take into account all such costs and expenses.

24. CONTRACT FORMATION

- (a) The Tenderer acknowledges that it has carefully reviewed the Contract and warrants that it accepts the terms and conditions of the Contract.
- (b) A formal contract will be prepared and executed to evidence the Contract. After LLVJV has advised the successful Tenderer that its Tender has been accepted, LLVJV will prepare the Contract documents and forward the documents to the successful Tenderer. The successful Tenderer must, within 14 days of the receipt of the Contract documents execute them and return them to LLVJV.
- (c) Unless or until the formal contract is executed, the Tender Documents together with LLVJV's notice of acceptance of Tender will constitute the contract between LLVJV and the successful Tenderer. The contract will come into force on the date on which the Tender is deemed to be accepted within the meaning of clause 16(b) unless otherwise stated or agreed between the parties.

25. LLVJV'S DISCRETION

LLVJV may in its absolute discretion (but shall be under no obligation to):

- (a) cancel the tender process at any time by notice in writing to the Tenderer or terminate further participation in the tender process by any Tenderer by notice in writing to that Tenderer;
- (b) provide to all Tenderers any further information provided to a particular Tenderer;
- (c) in its evaluation and assessment of Tenders:
 - (i) apply such criteria as LLVJV sees fit;
 - (ii) if LLVJV considers any tender to be ambiguous, erroneous or incomplete:
 - (A) refuse to consider the Tender;
 - (B) request further information from the Tenderer; or
 - (C) request the Tenderer to amend its Tender,as LLVJV sees fit;
 - (iii) take into account any information from its own and other sources and draw on outside expertise as required;
 - (iv) may meet with representatives of a Tenderer to obtain further information, documents or evidence in relation to, and otherwise clarify, aspects of the Tenderer's Tender;
- (d) decide to:
 - (i) accept a Tenderer's Tender for;
 - (ii) not proceed with;
 - (iii) carry out itself; or
 - (iv) have any other person or persons (whether or not a Tenderer who has submitted a Tender) carry out,all or any part of the works the subject of a Tender;
- (e) at any time alter the terms of participation in the tender process (including the tender closing date and inviting other persons to participate as a Tenderer in the tender process);
- (f) at any time pre-qualify, shortlist or enter into negotiations with any one or more persons (whether or not they submitted Tenders);
- (g) set aside any Tenderer's Tender, pending negotiations with one or more preferred Tenderers; or
- (h) not provide Tenderer's with any reasons for any actions or decisions it may take (including when exercising any of the rights or discretions conferred on it by this clause 25).

26. TENDERING ETHICS

The Tenderer must not communicate, have or make any arrangement with any other competing Tenderer about its Tender or the Contract.

27. RELEASE

The Tenderer releases LLVJV from all claims, actions, demands or proceedings on any grounds whatsoever and pursuant to any basis of law, arising out of or in connection with:

- (a) the Tender Documents or any information provided for or on behalf of LLVJV; and/or
- (b) LLVJV exercising any discretion conferred on it by these Conditions of Tender, including without limitation as set out under clause 25).

28. BUILDING CODE 2013

If specified in Annexure A – Tender Particulars, the Building Code 2013 and the Building Code 2013 – Supporting Guidelines for Commonwealth Funding Entities apply to the Project.

These documents can be viewed at: <http://www.fwbc.gov.au/building-code>.

29. NSW CODE AND NSW GUIDELINES

If specified in Annexure A – Tender Particulars, the New South Wales Code of Practice for Procurement: Building and Construction (NSW Code) and the applicable version of the NSW Government's Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (NSW Guidelines) will apply to the Project.

These documents can be viewed at:

http://www.industrialrelations.nsw.gov.au/About_NSW_IR/New_Guidelines_Construction_Work.page

30. QLD CODE AND QLD GUIDELINES

If specified in Annexure A – Tender Particulars, the Queensland Code of Practice for the Building and Construction Industry (**QLD Code**) and the applicable version of the QLD Government's Implementation Guidelines to the QLD Code of Practice for the Building and Construction Industry (**QLD Guidelines**) will apply to the Project.

These documents can be viewed at:

<http://www.justice.qld.gov.au/fair-and-safe-work/industrial-relations/codes-of-practice-and-guidelines/building-and-construction-industry-guidelines>

ANNEXURE A – TENDER PARTICULARS

Time for site visit	<input type="checkbox"/> By appointment <input type="checkbox"/> Scheduled time [Insert date and time]
Project name (clause 1.1)	Tender for Beenyup Advanced Water Recycling Plant (Stage 2)
Tender Documents (clause 1.1)	Other documents (if any) forming part of Tender Documents: -Nil-
Lendlease Nominated Contact Person (clause 4)	KG Wee, Commercial Manager +61 437 205 966
Close time for lodgement of Tenders (clause 7(a))	12.00 P.M
Close date for lodgement of Tenders: (clause 7(a))	19 January 2017
Form of Tender submission (clause 7(a))	<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Email <input type="checkbox"/> Facsimile <input type="checkbox"/> Post
Address for lodgement of Tenders (clause 7(a))	Please use the TenderDocs portal for both Technical and Commercial submissions. Please refer to the TenderDocs portal instructions within the document "Invitation for Tender – Schedule 5".
Tender validity from Tender close date (clause 7(c))	180 calendar days
Evaluation criteria (clause 15)	<p>Tenders will be assessed and evaluated on the following evaluation criteria:</p> <ul style="list-style-type: none"> • safety; • technical capacity; • financial capacity; • past experience and performance; • capacity to meet contractual completion dates; • environment and sustainability; • quality; and • price <p>These criteria are not listed in any particular order, are not necessarily exhaustive and may not be given equal weight.</p>
Building Code 2013 Requirements (clause 28)	<input checked="" type="checkbox"/> Applies (the Tenderer is required to complete Schedule 6 of the Conditions of Tendering) <input type="checkbox"/> Does not Apply
NSW Code of Practice Requirements (clause 29)	<input type="checkbox"/> Applies (the Tenderer is required to complete Schedule 7 of the Conditions of Tendering) <input checked="" type="checkbox"/> Does not apply

Queensland Code and
Guidelines Requirements
(clause 30)

☐

Applies (the Tenderer is required to complete Schedule 8 of the
Conditions of Tendering)

☒

Does not apply

ANNEXURE B – FORM OF CONTRACT

SUBCONTRACT

LENLEASE SERVICES PTY LTD AND VALORIZA WATER AUSTRALIA PTY LTD, TOGETHER THE LENLEASE VALORIZA JOINT VENTURE (“LLV JV”)

PROJECT: Beenyup Advanced Water Recycling Plant (Stage 2)

PROJECT NO: 91T201-103

SUBCONTRACT NO:

SUBCONTRACTOR:

ABN:

WORKS:

FORMAL INSTRUMENT OF AGREEMENT

SUBCONTRACT made on the day of 20

BETWEEN:

LENLEASE SERVICES PTY LIMITED (ABN 87 081 540 847) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 Australia and
VALORIZA WATER AUSTRALIA PTY LTD (ABN 51 130 481 631) of Level 7, 16 Victoria Avenue, Perth WA 6000, together the **LLVJV VALORIZA JOINT VENTURE** (“**LLVJV**”)

AND

[INSERT NAME OF SUBCONTRACTOR] (ABN [Insert ABN]) of [Insert address] (with its successors and assigns, “**Subcontractor**”)

IT IS AGREED

1. LLVJV wishes to engage the Subcontractor to diligently and expeditiously execute and complete the Works in accordance with the requirements of this Subcontract, and the Subcontractor wishes to be so engaged.
2. LLVJV enters into this Subcontract in reliance upon the Subcontractor’s representation that it is experienced in undertaking works similar to, or in the nature of, the Works.
3. Where the Works have been commenced prior to the date of this Subcontract the provisions of this Subcontract will apply, as if those Works had been commenced after the date of this Subcontract.
4. The Subcontract consists of the following documents:
 - (a) this Formal Instrument of Agreement;
 - (b) Schedule B – Special Conditions, if any;
 - (c) General Conditions of Contract;
 - (d) Schedule A – Subcontract Particulars;
 - (e) all remaining schedules:
 - Schedule C – Subcontract Sum;
 - Schedule D – Scope of Work and Specification;
 - Schedule E – Drawings;
 - Schedule F – Design Requirements;
 - Schedule G – Facilities;
 - Schedule H – Programme;
 - Schedule I – Environment, Health & Safety (EH&S) Requirements;
 - Schedule J – Subcontractor’s Statement (NSW);
 - Schedule K – Greenhouse and Energy Monthly Report;
 - Schedule L – Statutory Declaration;
 - Schedule M – Deed of Release;
 - Schedule N – Deed of Novation;
 - Schedule O – New South Wales Code of Practice Requirements;
 - Schedule P – Queensland Code and Guidelines Requirements; and
 - Schedule Q – Final Statement.
 - Schedule R – Approved Security Specimen
 - Schedule S – RCTI Agreement

5. If there is any ambiguity, inconsistency or conflict between the provisions of any of the documents comprising the Subcontract, it is agreed that the above order of precedence of documents shall apply having 4(a) as highest precedence except to the extent that any provision of the Subcontract imposes upon the Subcontractor a higher standard, quality, level of service or quantum than another provision of the Subcontract, in which case the higher standard, quality, level of service or quantum applies.
6. The Subcontract shall constitute the entire, final and concluded agreement between the parties and supersedes all previous arrangements, proposals, representations, correspondence, tenders, understandings and communications, whether oral or written, relating to the subject matter of the Subcontract.

EXECUTED AS A SUBCONTRACT:

Executed by **[Insert name of Subcontractor]**(ABN
[insert ABN]) in accordance with section 127 of the
Corporations Act 2001)
)
)

Director/Company Secretary

Director

Name of a Director/Company Secretary

Name of Director

Signed for and on behalf of **Lendlease Services Pty
Limited** (ABN 87 081 540 847) by its authorised
representative:)
)
)

Signature of authorised representative

Witness

Name of authorised representative

Name of Witness

Signed for and on behalf of **Valoriza Water
Australia Pty Limited** (ABN 51 130 481 631) by its
authorised representative:)
)
)

Signature of authorised representative

Witness

Name of authorised representative

Name of Witness

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Subcontract, unless the context requires otherwise:

Term	Meaning
Authority	includes any Commonwealth, State or local authority or organisation which has jurisdiction or power to make any law, rule, by-law or other instrument affecting the Works, the Site, the Subcontractor's Personnel or with whose systems the Works are, or will be, connected.
Bill of Quantities	the bill of quantities (if any) forming part of Schedule C – Subcontract Sum.
BROWZ Prequalification System	means a prequalification system prepared by BROWZ Australia Pty Ltd, ABN 18 161 050 451, Level 29, The Forrest Centre, 221 St George's Terrace, Perth WA 6000, Australia Tel: +61 (0) 8 9214 3820, Email: aus.sca@browz.com www.browz.com
Business Day	a day which is not: (a) a Saturday, Sunday or public holiday in the State or Territory where the Site is located; or (b) 27, 28, 29, 30 and 31 December other than in the State of Victoria.
Certificate of Substantial Completion	the certificate referred to in clause 17.1.
Claim	a claim for any right or remedy whatsoever (including in tort, for negligence) arising out of, or in connection with, the subject matter of the Subcontract, including any claim for Losses or an extension of time.
Concept Designs	includes concept designs, other than preliminary information.
Control	of a corporation, includes the power to directly or indirectly: (a) direct the management or policies of the corporation; or (b) control the membership of the board of directors, whether or not the power has statutory, legal, or equitable force, or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise. "Controlled" has a like meaning.
Date for Commencement	the date or dates stated in Schedule A – Subcontract Particulars.
Date for Substantial Completion	the date stated in Schedule A – Subcontract Particulars for the Works, as adjusted in accordance with the General Conditions of Contract.
Date of Practical Completion of the Project	the date on which LLVJV brings the Project or a relevant stage of the Project to Practical Completion (however defined in the Head Contract).
Date of Substantial Completion	the date on which the Works is brought to Substantial Completion, as evidenced in a Certificate of Substantial Completion

Term	Meaning
Defect	any defect, shrinkage, fault or omission in the Works, including any aspect of the Works which is not in accordance with the requirements of the Subcontract.
Defects Liability Period	the period commencing on the Date of Substantial Completion of the Works, and expiring on the date stated in Schedule A - Subcontract Particulars (as extended by a Second Defects Liability Period)
Dispute	a dispute or difference arising out of, or in connection with, the Subcontract.
Drawings	the drawings and other documents identified in Schedule E - Drawings.
Due Date for Payment	<p>(a) in respect of work under the Subcontract being carried out in NSW, thirty (30) Business Days after a payment claim is made by the Subcontractor; and</p> <p>(b) in respect of work under the Subcontract being carried out in any other State or Territory, the later of the 45th day from the end of the month in which a payment claim is made by the Subcontractor,</p> <p>except that in Queensland, where the Subcontract involves “building work” as defined under the <i>Queensland Building Services Authority Act 1991 (Qld)</i>, the Due Date for Payment will mean no later than 25 Business Days after the delivery of a payment claim in accordance with clause 20.</p> <p>But for avoidance of doubt, where any law of any jurisdiction requires payment to be made by a date earlier than the date determined under this definition, then the Due Date for Payment is the date by which payment is required to be made under that law.</p>
EH&S Legislation	means all applicable environmental, and health and safety legislation and associated regulations, together with any directions or notices issued by any relevant Authority, or any code of practice or compliance code appropriate or relevant to the performance of work undertaken pursuant to, or associated performance of, the Works or the Project.
Final Certificate	the certificate referred to in clause 20.8(b).
Final Statement	a statutory declaration, in the form of Schedule Q – Final Statement, completed by an authorised employee of the Subcontractor, of all Claims by the Subcontractor arising out of, or in connection with, the Subcontract and the Works, including those extensions of time already granted or amounts already paid (whether in full or in part).
Force Majeure Event	flood, cyclone, earthquake, fire or declared natural disaster which materially impacts upon the execution of the Works under this Subcontract.
Formal Instrument of Agreement	the document to which these General Conditions of Contract are attached.
Global Minimum Requirements	the Global Minimum Requirements (GMRs) prepared by LLVJV and provided to the Subcontractor, as amended from time to time.
GST	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).

Term	Meaning
Head Contract	the agreement, arrangement or understanding between LLVJV and the Principal, under which LLVJV will complete the Project and of which the Works are a part.
Intellectual Property Rights	all statutory and other proprietary rights (other than any Moral Rights) in respect of inventions, innovations, patents, utility models, designs, circuit layout, mask work rights, copyrights (including future copyright), confidential information, trade secrets, know how, trademarks and all other rights in respect of intellectual property.
Losses	include losses, claims, demands, costs, expenses and damages.
Materials	include equipment, goods and plant (temporary or otherwise).
Moral Rights	has the meaning given in the <i>Copyright Act 1968</i> (Cth).
Notice of Dispute	a notice issued under clause 22.1.
Personal Information	has the meaning given in the <i>Privacy Act 1988</i> (Cth).
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Prescribed Notice	<p>a written notice which states:</p> <ul style="list-style-type: none"> (a) that it is a notice under clause 2.6; (b) the relevant facts on which the Claim is based, or alleged to arise, in sufficient detail to permit its verification; (c) the legal basis of the Claim and any relevant terms of the Subcontract relied upon; and (d) the quantum, or likely quantum, of the Claim, with detailed particulars of the method of calculation.
Principal	the other party or parties with LLVJV to the Head Contract named in Schedule A - Subcontract Particulars.
Project	the project to be completed by LLVJV under the Head Contract and of which the Works are a part.
Proportionate Liability Legislation	<p>if the Works are being undertaken in:</p> <ul style="list-style-type: none"> (a) Victoria, Part IVAA of the <i>Wrongs Act 1958</i> (Vic); (b) New South Wales, Part 4 of the <i>Civil Liability Act 2002</i> (NSW); (c) Queensland, Chapter 2, Part 2 of the <i>Civil Liability Act 2003</i> (Qld); (d) Western Australia, Part 1F of the <i>Civil Liability Act 2002</i> (WA); (e) South Australia, Part 3 of the <i>Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001</i> (SA); (f) Tasmania, Part 9A of the <i>Civil Liability Act 2002</i> (Tas.); (g) Northern Territory, the <i>Proportionate Liability Act 2005</i> (NT); and (h) Australian Capital Territory, Chapter 7A of the <i>Civil Law (Wrongs) Act 2002</i> (ACT).

Term	Meaning
Quality Management System	those documented systems, policies and procedures stated in Schedule A - Subcontract Particulars to ensure that the Works (including any designs) are in accordance with the requirements of the Subcontract.
Scope of Work	the document(s) set out in Schedule D - Scope of Work and Specification.
Second Defects Liability Period	the period stated in Schedule A - Subcontract Particulars.
Security Interest	has the same meaning as in the PPSA
Separable Portions	means a portion of the work under the Subcontract described in Schedule A - Subcontract Particulars as a Separable Portion or which the LLVJV Representative has determined to be a Separable Portion pursuant to clause 17.2.
Site	the land, structures or other places made available, and to be made available, to LLVJV by the Principal, for the purposes of the Head Contract and any other land, buildings or places which LLVJV advises the Subcontractor form part of the Site.
Site Address	the address stated in Schedule A - Subcontract Particulars
Specification	the document(s) set out in Schedule D - Scope of Work and Specification.
SOP Legislation	<p>if the Site is in:</p> <ul style="list-style-type: none"> (a) Victoria, the <i>Building and Construction Industry Security of Payment Act 2002</i>; (b) New South Wales, the <i>Building and Construction Industry Security of Payment Act 1999</i>; (c) Queensland, the <i>Building and Construction Industry Payments Act 2004</i>; (d) Western Australia, the <i>Construction Contracts Act 2004</i>; (e) South Australia, the <i>Building and Construction Industry Security of Payment Act 2009</i>; (f) Australian Capital Territory, the <i>Building and Construction Industry (Security of Payment) Act 2009</i>; (g) Northern Territory, the <i>Construction Contracts (Security of Payment) Act 2004</i>; and (h) Tasmania, the <i>Building and Construction Industry (Security of Payment) Act 2009</i>.
Statutory Requirement	<ul style="list-style-type: none"> (a) legislation, including EH&S Legislation, ordinance, regulation, by-law, code, order, award or proclamation; or (b) any requirement by an Authority.
Subcontractor's Personnel	the Subcontractor's employees, subcontractors, consultants, suppliers, agents and their respective employees, and "its personnel" will be construed accordingly.

Term	Meaning
Subcontractor's Programme	the Subcontractor's Programme, provided by the Subcontractor and approved by LLVJV, or otherwise provided by LLVJV to the Subcontractor.
Subcontract Sum	the amount stated in Schedule A - Subcontract Particulars, as may be further described in Schedule C - Subcontract Sum, or such other sum or sums as may become payable pursuant to the Subcontract.
Substantial Completion	<p>when:</p> <ul style="list-style-type: none"> (a) the Works are complete, except for minor Defects: <ul style="list-style-type: none"> (i) which do not prevent the Works from being reasonably capable of being used for its intended purpose; (ii) which do not prevent LLVJV or the Principal from having unimpeded access to commence and or for commencing, any further work that is required to be undertaken under the Head Contract or otherwise, in respect of or in connection with the Works; (iii) which LLVJV determines that there are reasonable grounds for not promptly correcting them; (iv) the making good of which will not prejudice the convenient use of the Works; and (v) which do not cause a legal impediment to the use of the Works; (b) those tests, which are required by the Subcontract to be carried out and passed before the Works are handed over to LLVJV, have been carried out and passed; (c) copies of all Approvals that the Subcontractor is required to provide in accordance with the Subcontract have been supplied to LLVJV; (d) Materials, documents and other information required under the Subcontract, which are reasonably necessary for the use, operation and maintenance of the Works, have been supplied to LLVJV; (e) warranties, which the Subcontractor is required to provide under the Subcontract for the Works, have been provided; and (f) any other activities, which are required by the Subcontract to be completed before the Works are handed over to LLVJV, have been completed.
Utilities	the provision of air conditioning, communications, compressed air, drainage, electricity, gas, hydraulics, sewerage, water and the like.
Variation	<p>any of the following:</p> <ul style="list-style-type: none"> (a) an increase or decrease in, or omission from, the Works; (b) a change in the character or quality of material; (c) a change in the levels, lines, positions or dimensions of a part of the Works; or (d) the execution of additional work.
Works	the whole of the work to be executed in accordance with the Subcontract by the Subcontractor, including Variations provided for by the Subcontract, which is to be handed over to LLVJV.

1.2 Interpretation

- (a) The laws of the State or Territory in which the Site is located will govern the Subcontract and any arbitration, litigation or other dispute resolution procedures.
- (b) If any notice is to be given, or any other act, matter or thing is to be done on a specified day, and that day falls on a day which is not a Business Day, then it must be given or done on the preceding Business Day.
- (c) Each of the indemnities contained in the Subcontract will:
 - (i) not be affected by reason of an act, default or omission of the party entitled to the benefit of the indemnity (except as expressly stated to the contrary in the General Conditions of Contract); and
 - (ii) survive termination or expiration of the Subcontract.
- (d) The Subcontract will not be construed to the disadvantage of LLVJV on the basis that it has prepared the Subcontract.
- (e) No variation of any provision of the Subcontract will be effective unless it is in writing and signed by LLVJV and the Subcontractor.
- (f) No waiver of:
 - (i) a breach of the Subcontract by the Subcontractor; or
 - (ii) any rights of LLVJV (including rights to insist upon the giving of notices); or
 - (iii) any right arising upon default by the Subcontractor under the Subcontract,will be effective unless it is in writing and signed by LLVJV. A waiver of a specific or singular breach or right by LLVJV will not amount to a waiver in respect of any other breaches or rights.
- (g) Headings are not to be used in interpreting the Subcontract.
- (h) Except to the extent that the context indicates otherwise, a reference to:
 - (i) one gender includes all genders;
 - (ii) the singular includes the plural, and the plural includes the singular, and where any word or phrase is defined, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (iii) a person includes bodies corporate and vice versa;
 - (iv) a Statutory Requirement, code or standard includes a reference to it, as enacted or amended from time to time; and
 - (v) an Act includes:
 - (A) a reference to any regulations or other instruments made under that Act;
 - (B) that Act, as amended from time to time; and
 - (C) any Act or Acts which replaces the Act.
- (i) The words "including", "include" or "includes" will be construed as if followed by the words "without limitation".
- (j) If a party to the Subcontract includes more than one person, the Subcontract binds them jointly and each of them severally.
- (k) Invalidity of any provision of the Subcontract will not affect the validity of any other provision of the Subcontract, except to the extent made necessary by the invalidity.

1.3 Conflict of interest

The Subcontractor warrants that, to the best of its knowledge and belief, at the time of entering into the Subcontract, it is not aware of any conflict of interest between the Subcontractor and LLVJV in relation to the performance of the Works. The Subcontractor acknowledges and agrees that it must notify LLVJV immediately of the existence or likelihood of a conflict of interest and cooperate with LLVJV to resolve such conflict of interest.

1.4 Language and currency

- (a) Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency.
- (b) Communications between LLVJV, the Subcontractor's Representative and the Subcontractor shall be in the English language.

2. ADMINISTRATION

2.1 LLVJV's instructions

- (a) LLVJV may issue drawings, instructions or directions arising out, of or in connection with, the Site, the Works or the Project.
- (b) The Subcontractor must comply with all drawings, instructions and directions issued by LLVJV, within the time instructed by LLVJV, acting reasonably.

2.2 LLVJV's Representative

- (a) LLVJV's rights and obligations under or in relation to the Subcontract may be wholly or partly exercised or performed by LLVJV's Representative nominated in Schedule A – Subcontract Particulars.
- (b) LLVJV's Representative may from time to time appoint individuals to exercise any functions of LLVJV's Representative under the Subcontract. The appointment of such an individual shall not prevent LLVJV's Representative from exercising any function.

2.3 Subcontractor's Representative

- (a) The Subcontractor warrants that the Subcontractor's Representative nominated in Schedule A - Subcontract Particulars has authority to act on behalf of the Subcontractor in all matters relating to the Works, except those matters for which another representative of the Subcontractor is nominated under the Subcontract.
- (b) The Subcontractor must ensure that, at all times during the execution of the Works, the Subcontractor's Representative is present on the Site.
- (c) Any instructions given to the Subcontractor's Representative by LLVJV will be deemed to have been given to the Subcontractor.
- (d) The Subcontractor must not change the Subcontractor's Representative without LLVJV's written consent, which consent must not be unreasonably withheld.

2.4 Approval by LLVJV

- (a) LLVJV assumes no duty to give advice to the Subcontractor, or to supervise the Subcontractor to ensure the performance of its obligations under the Subcontract, nor exercise its discretion for the benefit of the Subcontractor.
- (b) The receipt, comment, approval, review, direction, instruction or checking by LLVJV of construction means, methods, techniques, designs, drawings (including shop drawings), plans, diagrams, samples, substitutes, measurements, sequences and procedures (including any Quality Management System or Environment, Health and Safety (**EH&S**) management system) or other matters employed by the Subcontractor in the execution of the Works (or LLVJV's failure to do any of these things) will not:
 - (i) relieve the Subcontractor of its obligations under the Subcontract;
 - (ii) constitute or be construed as an order or instruction for a Variation to the Works (unless the instruction is expressly stated to be a Variation directed in accordance with clause 19.1(a));
 - (iii) entitle the Subcontractor to make any Claim; or
 - (iv) prejudice any of LLVJV's rights against the Subcontractor.

2.5 Subcontract notices

All Claims expressly required under the Subcontract to be given by the Subcontractor must be:

- (a) marked for the attention of the person stated in Schedule A - Subcontract Particulars and sent to LLVJV's address (or such other person and/or address as LLVJV may notify to the Subcontractor);
- (b) in the specified form, containing all required details;

- (c) given within the specified time; and
- (d) sent by at least one of the methods stated in clause 2.9(a).

2.6 Requirement for Claims

Any Claim by the Subcontractor, the communication of which is not expressly required by the Subcontract, must be:

- (a) marked for the attention of the person stated in Schedule A - Subcontract Particulars and sent to LLVJV's address (or such other person and/or address as LLVJV may notify to the Subcontractor);
- (b) in the form of a Prescribed Notice;
- (c) given within the number of days specified in Schedule A - Subcontract Particulars of the date when the direction, fact, matter or thing upon which the Claim is based, first occurred.; and
- (d) sent by at least one of the methods stated in clause 2.9(a).

2.7 Condition precedent

It is a condition precedent to any entitlement or Claim by the Subcontractor that the Subcontractor complies with clause 2.5 or clause 2.6 (as applicable). The Subcontractor releases and discharges LLVJV from any Claim to the extent that the Subcontractor does not so comply.

2.8 LLVJV notices

All notices, including under this clause 2, expressly required under the Subcontract to be given to the Subcontractor, must be sent to the Subcontractor's address stated in Schedule A - Subcontract Particulars (or such other address as the Subcontractor may notify to LLVJV).

2.9 Service of notices

- (a) A notice required to be given or served will be deemed to have been received the earlier of the time of actual receipt, or:
 - (i) if the notice is delivered by hand to the recipient, the time of delivery;
 - (ii) if the notice is posted in a postage paid envelope addressed to the recipient, 3 days from the date of posting;
 - (iii) if the notice is transmitted by facsimile to the receiver, upon receipt by the sender of a confirmation or transmission report, indicating the facsimile was received, or upon receipt by the sender of the confirmation answer-back code of the recipient; and
 - (iv) in the case of e-mail, on the day and time that the email has left the sender's email system, provided that the sender does not within 24 hours receive a notification from either the sender or the recipient's email system indicating that the message has not been sent and/or received.
- (b) LLVJV and the Subcontractor agree that a payment schedule or Final Certificate may be in hard copy or electronic form, and may be provided by hand, post, facsimile, email or other electronic manner, to any address provided by the Subcontractor under this Subcontract.
- (c) Email notices may include attachments, but it is the sender's risk and responsibility to ensure that the size and nature of any attachments do not cause the email to be rejected by the recipient's email server or IT system. In case of such rejection, the parties agree that the notice has not been received.
- (d) Where the parties agree to use a construction document management system (such as Team Binder), the parties may by express agreement accept delivery and receipt of notices by using that system.
- (e) Other methods of electronic transmission, such as cloud storage (including but not limited to Dropbox, Google Drive, iCloud, Onedrive, etc) are invalid forms of notification under this Subcontract.

2.10 Attendance at meetings

The Subcontractor must ensure that, at any meeting it is requested to attend by LLVJV, including project control group meetings, an appropriate representative of the Subcontractor attends such meeting. Attendance by the Subcontractor or the Subcontractor's Personnel at meetings in accordance with this clause shall not give the Subcontractor any entitlement to make a Claim.

3. QUANTITIES

3.1 Priced Bill of Quantities

- (a) To the extent that the Subcontract Sum is a Lump Sum and a Bill of Quantities has been supplied to the Subcontractor:
 - (i) the Subcontractor must submit a priced Bill of Quantities to LLVJV for approval, within 10 days after signing the Subcontract or 5 days prior to making its first payment claim (whichever occurs first); and
 - (ii) if the priced Bill of Quantities submitted by the Subcontractor is not approved by LLVJV, LLVJV may acting reasonably price the Bill of Quantities on behalf of the Subcontractor.

3.2 Deemed inclusions

- (a) The rates or prices in the Bill of Quantities or the Schedule of Rates in Schedule C – Subcontract Sum are deemed to include the cost of all work and Materials to be provided, or undertaken by, the Subcontractor under the Subcontract.
- (b) Where an item of work or Materials does not appear in the Bill of Quantities or the Schedule of Rates in Schedule C – Subcontract Sum, or is not separately priced by the Subcontractor, the costs associated with that item will be deemed to be included in the rates or prices generally.

3.3 Errors in Bills of Quantities

- (a) To the extent that the priced Bill of Quantities is in error in that it contains an incorrect quantity in relation to any item included therein, then:
 - (i) where the item is deficient in quantity, upon application in writing to LLVJV's Representative by the Subcontractor; or
 - (ii) where the item is excessive in quantity, upon notification in writing to the Subcontractor by LLVJV's Representative,

the Lump Sum approved by LLVJV for the execution of the whole of the Works to which the Bill of Quantities relates shall, except when the value of the error is less than \$1,000, be adjusted by such amount as is required to correct the error, determined in accordance with clause 19.4 for the for valuation of Variations.
- (b) The Bill of Quantities shall be deemed to be in error as aforesaid to the extent that the items and quantities included in it differ from those required for the execution of the Works in accordance with the drawings and specification referred to in the Subcontract, measured in accordance with the method of measurement evidenced by the Subcontract.
- (c) LLVJV will not be liable for any Losses suffered by the Subcontractor arising out of, or in connection with, the actual quantities differing from those stated in the Bill of Quantities, other than set out in this clause 3.3.

4. SECURITY

4.1 Provision of security

- (a) The Subcontractor must, where stated in Schedule A - Subcontract Particulars, lodge with LLVJV within 10 Business Days of the earlier of the date of the Subcontract and the Date for Commencement, two identical, unconditional and irrevocable undertakings provided by a financial institution approved by LLVJV, and in a form acceptable to LLVJV (**Performance Undertaking**), for an aggregate amount equal to the amount stated in Schedule A - Subcontract Particulars. If such undertakings are provided, LLVJV must not deduct retention monies from the Subcontractor pursuant to clause 20.6(a)(i).
- (b) Not Used.
- (c) Not Used.

4.2 Release of security

- (a) Subject to clause 13.7(c), upon the later of:
 - (i) Date of Practical Completion of the Project received from the head contracts;
 - (ii) receipt by LLVJV of Schedule M – Deed of Release under clause 20.8(e); and

- (iii) receipt by LLVJV of a written request from the Subcontractor for release of a Performance Undertaking held under clause 20.6(a)(i),

LLVJV must release either the first Performance Undertaking held under clause 20.6(a)(i), to the Subcontractor.
- (b) Upon the later of:
 - (i) Date of Verification & Validity of the Project received from the head contracts;
 - (ii) receipt by LLVJV of Schedule M – Deed of Release under clause 20.8(e); and
 - (iii) receipt by LLVJV of a written request from the Subcontractor for release of a Performance Undertaking or retention monies held under clause 20.6(a)(i),

LLVJV must release either the second Performance Undertaking held under clause 20.6(a)(i), to the Subcontractor.
- (c) Upon the later of:
 - (i) the performance of all obligations under the Subcontract by the Subcontractor, including the rectification and making good of all Defects;
 - (ii) the expiration of the Defects Liability Period, or the last Defects Liability Period (if more than one); and
 - (iii) receipt by LLVJV of a written request from the Subcontractor for release of remaining security held by LLVJV,

LLVJV must release the third Performance Undertaking or the remainder of the retention monies held under clause 20.6(a)(i), to the Subcontractor.
- (d) Subject to clauses 4.2(c)(i) to 4.2(c)(iii) below, LLVJV assumes no fiduciary obligation to the Subcontractor and no trust will arise in relation to the money retained under clause 20.6(a)(i) and LLVJV will not be obliged to invest, or to account for any advantage that it may derive from, such money. LLVJV and the Subcontractor agree that:
 - (i) no fiduciary obligation arises for the benefit of the Subcontractor by virtue of the operation of a trust account for the holding of retention moneys retained under clause 20.6(a)(i) in accordance with the *Building and Construction Industry Security of Payment Regulation 2008 (Trust Account)*;
 - (ii) all interest which accrues upon the Trust Account will belong to and vest absolutely in LLVJV;
 - (iii) the Subcontractor will not be entitled to, and shall have no Claim in respect of, a specific portion of the Trust Account except strictly in accordance with clause 4.2(a) and 4.2(c); and
 - (iv) where LLVJV becomes entitled to any money retained under clause 20.6(a)(i), including pursuant to clause 20.10, such moneys may be paid to LLVJV out of the Trust Account.
- (e) Notwithstanding clause 4.2(a), clause 4.2(c) and clause 4.2(d), while any Claim or Dispute remains unresolved between LLVJV and the Subcontractor, LLVJV will not be obliged to return, nor will the Subcontractor be entitled to request the return of, any Performance Undertakings or monies retained under clause 20.6(a)(i).
- (f) The Subcontractor may not commence any proceeding, seeking relief by way of injunction or any other relief, which has as its objective the obtaining of an order preventing LLVJV from having recourse to security even though the Subcontractor, contemplating the commencement of proceedings, may assert that there is no right to have recourse to this security.
- (g) This clause 4.2 survives termination or expiration of the Subcontract.

4.3 Deed of Guarantee

- (a) Where:
 - (i) the Subcontractor is a corporation that is related to or is a subsidiary of another corporation as defined in the *Corporations Act 2001* (Cth) as amended from time to time; and

- (ii) LLVJV requires that the Subcontractor provide a Deed of Guarantee in a form acceptable to LLVJV, the Subcontractor shall, within 14 days after that request having been made, provide a Deed of Guarantee, Undertaking and Substitution in the form required by LLVJV duly executed by the Subcontractor and that other corporation for the performance of the obligations and the discharge of the liabilities of the Subcontractor.

5. DESIGN

5.1 Design Requirements

The Subcontractor must comply with Schedule F - Design Requirements, unless stated otherwise in Schedule A - Subcontract Particulars.

5.2 Suitability

The Subcontractor must ensure that all designs proposed or specified by the Subcontractor's Personnel (or stated in Schedule A - Subcontract Particulars), are in all respects fit and suitable for their intended purposes.

6. DOCUMENTS

6.1 Provision of drawings and documents

Upon Substantial Completion or termination of the Subcontract (whichever occurs first), the Subcontractor must provide to LLVJV all drawings and documents (including approvals by all Authorities) relating to the Works, which are in the possession of the Subcontractor or its personnel.

6.2 Errors, omissions, ambiguities or discrepancies

If either party becomes aware of an error, omission, ambiguity or discrepancy in the Subcontract it must give written notice to the other party of the error, omission, ambiguity or discrepancy, as soon as possible. LLVJV must issue written instructions to the Subcontractor explaining, determining or correcting any such errors, omissions, ambiguities or discrepancies.

If the Subcontractor becomes aware of an error, omission, ambiguity or discrepancy in the Subcontract, the Subcontractor must not commence the affected Works until LLVJV has issued written instructions to the Subcontractor in accordance with this clause 6.2.

Any instruction issued by LLVJV to the Subcontractor under this clause 6.2 in respect of any ambiguity or discrepancy is not a Variation and LLVJV will not be liable for any Losses incurred by the Subcontractor arising out of, or in connection with, the instruction.

6.3 Submission of documents and drawings

The Subcontractor must provide documents and drawings to LLVJV in the specified scale and size stated in Schedule A - Subcontract Particulars, by the dates specified in the Subcontractor's Programme.

To the extent that documents and drawings to be supplied in accordance with this clause 6.3 relate to any design of the Works, the requirements of clause 5 will apply.

6.4 Commissioning information for plant, equipment and Utilities

Within the period stated in Schedule A - Subcontract Particulars, the Subcontractor must provide to LLVJV all reasonable information relating to the commissioning of plant, equipment and Utilities including:

- (a) a full list of all approvals required to be given by relevant Authorities; and
- (b) a full list of all Materials, Utilities and work, which must be completed by LLVJV (or others) and other requirements, which must be satisfied before commissioning can commence.

6.5 As-constructed Drawings and operation and maintenance information

The Subcontractor must provide to LLVJV:

- (a) as-constructed drawings for the Works in the specified scale and size stated in Schedule A - Subcontract Particulars;
- (b) all maintenance and operating manuals referred to in Schedule D – Scope of Work and Specification and/or stated in Schedule A - Subcontract Particulars;
- (c) all Materials (including spares), documents, operating tools, and other information referred to in Schedule D – Scope of Work and Specification or stated in Schedule A - Subcontract Particulars relating to the use, operation and maintenance of the Works; and

- (d) the names, addresses and telephone numbers of the Subcontractor's maintenance supervisor and personnel,

in a form acceptable to LLVJV, acting reasonably, by the dates specified in the Subcontractor's Programme and/or stated in Schedule A - Subcontract Particulars.

6.6 Confidentiality and publicity

- (a) The Subcontractor must ensure that all information:
 - (i) provided to, or obtained by, the Subcontractor in connection with the Subcontract, the Works, or the operations of LLVJV or the Principal; or
 - (ii) contained in any documentation prepared by the Subcontractor; or
 - (iii) which relates to the Subcontract,is kept confidential and is not used by the Subcontractor, its personnel, or any other person, nor advertised, published, released, supplied, disclosed or communicated to any other person, for any purpose other than the execution of the Works in accordance with the Subcontract and provided that the recipient is bound by a duty of confidentiality to LLVJV on the same terms as this clause 6.6, without LLVJV's prior written consent.
- (b) The restrictions imposed by clause 6.6 will not apply to the disclosure of any information:
 - (i) which is in, or after the date of the Subcontract comes into, the public domain (other than as a result of breach of clause 6.6) or which is obtainable with no more than reasonable diligence from sources other than the parties;
 - (ii) which is required to be disclosed by law or the Listing Rules of the Australian Stock Exchange Limited (if applicable);
 - (iii) to a court, arbitrator or administrative tribunal in the course of proceedings before it, or him or her, to which the disclosing party is a party or to an expert in the course of any determination by him or her, to which the disclosing party is a party.
- (c) The Subcontractor shall not issue any information, publication, document or article for publication concerning the Project in any media without prior approval of LLVJV. The Subcontractor shall refer to LLVJV any enquiries concerning the Project from any media.

6.7 Subcontractor Warranties and Responsibilities

- (a) The Subcontractor warrants and agrees that it has:
 - (i) examined carefully and to have acquired actual knowledge of the contents of the documents comprising the Subcontract and any other information made available in writing by LLVJV, or any other person on LLVJV's behalf, to the Subcontractor prior to entering into the Subcontract;
 - (ii) examined all information obtainable by the making of reasonable enquires and relevant to the risks, contingencies and other circumstances having an effect on the Subcontract Sum and performance of the Works under the Subcontract;
 - (iii) inspected and investigated the Site and its surroundings and satisfied itself to the existence and nature of any conditions applicable to the Site;
 - (iv) satisfied itself as to the correctness and sufficiency of the Subcontract Sum and that the Subcontract Sum covers the cost of complying with all its obligations under this Subcontract and of all matters and things necessary for the due and proper performance and completion of the Subcontract;
 - (v) agreed that the Works include all works shown and described in the Subcontract or reasonably to be inferred from the Subcontract and all ancillary or other work whether mentioned in the Subcontract or not which is necessary for the proper execution and completion of the Works to the reasonable satisfaction of LLVJV's Representative; and
 - (vi) accepted full responsibility for the use of the information that it has been given including any assumptions or conclusions that the Subcontractor makes from that information.
- (b) The Subcontractor is responsible for, and assumes all risks whatsoever in relation to all difficulties or costs, including any expense, loss, liability or delay it suffers or incurs arising out of or in connection with the physical conditions, characteristics and the nature of any other conditions of the Site and its surroundings (including sub-surface conditions or characteristics).

- (c) Failure by the Subcontractor to do all or any of the things it warrants it will do under clause 6.7(a) does not relieve the Subcontractor from its obligation to perform the work under the Subcontract, in accordance with the Subcontract.
- (d) LLVJV gives no warranty of accuracy or otherwise in relation to any information provided to the Subcontractor and disclaims all responsibility whatsoever in relation to such information. Such information is provided for the convenience of the Subcontractor and is not part of the Subcontract unless it is included as a document under clause 4 of the Formal Instrument of Agreement and to the extent permitted by law, the Subcontractor will not be entitled to make any claim against LLVJV for additional payments or extensions of time on account of or in any way in connection with the provision of that information provided by LLVJV.

7. ASSIGNMENT, SUBCONTRACTING AND NOVATION

7.1 Assignment

- (a) The Subcontractor must not assign any of its rights under the Subcontract, subcontract the Works (or a part of the Works) or engage a labour hire firm to provide labour in connection with the Works without the prior written approval of LLVJV. Notwithstanding the engagement by the Subcontractor of any other party (including subcontractors, suppliers or labour hire firms), the Subcontractor remains wholly responsible for the carrying out of the Works and will be liable for all acts or omissions of each party (or parties) as if they were acts or omissions of the Subcontractor.

7.2 Subcontracting

- (a) If the Subcontractor subcontracts the Works or a part of the Works or engages a labour hire firm to provide labour in connection with the Works in accordance with clause 7.1, the Subcontractor must:
 - (i) ensure that it obtains from any person to whom it subcontracts the Works (or a part of the Works) or the labour hire firm it engages to provide labour in connection with the Works:
 - (A) written confirmation in the form of a statutory declaration that all remuneration and other entitlements payable to, or on behalf of, the employees engaged in the performance of the Works have been paid; and
 - (B) written evidence of the currency of the workers compensation insurance.
 - (ii) have a written evaluation process for the appointment of labour hire firms to provide labour in connection with the Works, including ensuring that:
 - (A) any registration or licences required to undertake the relevant task (if applicable) are in place
 - (B) documents evidencing that its workers' entitlements are up to date (including payment to applicable superannuation, redundancy and long service leave funds);
 - (C) all necessary insurances (including without limitation, worker's compensation insurance current and valid in the state(s) and/or territory(ies) in which the work is to be performed; and
 - (D) the labour hire firm has a commitment to operating incident and injury free.

The Subcontractor must ensure that provisions equivalent to this clause 7.2 are imposed in any other subcontracts in connection with the performance of the Works. Furthermore, clauses equivalent to clauses 9, 10, 11, 22, 23, 25 and 26 of this Subcontract must also be include in any such subcontract.

The Subcontractor must provide to LLVJV upon request, copies of the documents described above, together with such other documents as LLVJV may reasonably request in relation to the engagement by the Subcontractor of any person to whom it subcontracts the Works (or a part of the Works) or a labour hire firm to provide labour in connection with the Works. For avoidance of doubt, this includes copies of any subcontract between the Subcontractor and any subcontractors, suppliers and labour hire firms in respect of the Works or any part thereof.

- (b) LLVJV may assign or novate its rights and benefits under the Subcontract, and the Subcontractor consents to any such assignment or novation. The Subcontractor appoints LLVJV its attorney for the purpose of executing any document under this clause.
- (c) To the extent that any provision of the Subcontract provides for LLVJV carrying out or completing any part of the Works, whether on behalf of the Subcontractor or otherwise, LLVJV may have that work carried out by a third party.

- (d) The Subcontractor warrants that any subcontractor it proposes has the skills, resources and experience to comply with all occupational health and safety Statutory Requirements.

7.3 Deed of Novation

- (a) If required by the Principal and directed by LLVJV, the Subcontractor must execute a deed of novation in the form of Schedule N – Deed of Novation, or on terms reasonably required by LLVJV, the Principal or the Principal's nominee. LLVJV is irrevocably appointed the Subcontractor's attorney for the purpose of executing the deed of novation under this clause 7.3, but warrants that it will not exercise its power of attorney except where the Subcontractor has not, within 7 days of a request, executed the deed of novation.

7.4 Selected secondary subcontract work

- (a) If the Subcontract provides that certain work or the supply of certain items shall be subcontracted to a list of one or more selected secondary subcontractors (**Selected Secondary Subcontractors**), the Subcontractor shall subcontract that work to or have those items supplied by a Selected Secondary Subcontractor and thereupon give LLVJV's Representative written notice of that Selected Secondary Subcontractor's name.
- (b) If no subcontractor on LLVJV's list will subcontract to carry out the work or supply the item, the Subcontractor shall provide a list of alternative subcontractors for the written approval of LLVJV's Representative.
- (c) Where the Selected Secondary Subcontractor has entered into a prior contract with LLVJV which required the Selected Secondary Subcontractor enter into a deed of novation with the Subcontractor, when directed by the LLVJV's Representative, the Subcontractor, without being entitled to compensation, shall promptly execute a deed of novation in the form provided by LLVJV.

8. PROVISIONAL SUMS

- (a) A provisional sum included in the Subcontract will not of itself be payable and will be deducted from the moneys otherwise payable to the Subcontractor under the Subcontract, but where at the direction of LLVJV work to which a provisional sum applies is performed or supplied:
 - (i) by the Subcontractor, the amount of the value of the work so performed will be valued in accordance with clause 19; or
 - (ii) a subcontractor to the Subcontractor, LLVJV shall pay the Subcontractor the amount payable by the Subcontractor to the subcontractor disregarding any damages payable by the Subcontractor to the subcontractor or vice versa, plus the percentage for profit and overheads stated in Schedule A – Subcontract Particulars or if not so stated as assessed by LLVJV's Representative.
- (b) If LLVJV instructs the deletion of any or all work to which a provisional sum applies, this work may be carried out by, or on behalf of, LLVJV.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) Copyright and ownership in all designs and other information provided or prepared by, or on behalf of, the Subcontractor for the Project vests in LLVJV. The Subcontractor will have a licence to use such designs and information, for the purpose of performing the Works.
- (b) The Subcontractor grants to LLVJV and to the Principal a non-exclusive, royalty-free, irrevocable and transferable licence in perpetuity to use, exercise, reproduce, communicate, adapt and modify all Intellectual Property Rights in any other design or information provided or prepared by or on behalf of the Subcontractor for the Project, for any purpose arising out of, or in connection with, the Project including any subsequent maintenance, repairs or servicing (to arise immediately upon the creation of any relevant material), including a right to sub-licence, and must do all things reasonably necessary to give effect to such grant.
- (c) If LLVJV provides any Concept Designs in respect of the Project, copyright and ownership of the Concept Designs remains with LLVJV. The Subcontractor will have a licence to use the Concept Designs for the purpose of performing the Works.
- (d) The Subcontractor must ensure that, in respect of any Concept Designs, its drawings identify that:
 - (i) copyright in the Concept Design is held by LLVJV; and
 - (ii) LLVJV is the concept architect or designer (as the case may be).

- (e) The Subcontractor warrants that it has procured, or will procure, (without coercion) from all directors, officers, employees, subcontractors and consultants employed or engaged to perform any part of the Works who is, or may be, an Author (as it has the meaning under the *Copyright Act 1968* (Cth) **(Author)**:
 - (i) the Author's agreement not to sue, enforce any Claim, bring any action or otherwise exercise any remedy that the Author may have in respect of the designs and other information referred to in clause 9(a) and clause 9(b) against LLVJV, the Principal, or any third party to whom LLVJV or the Principal sub licenses, the right to use, reproduce, communicate, adapt, vary or amend such designs or information (**Sub-Licensee**);
 - (ii) the Author's consent for LLVJV and/or the Principal to:
 - (A) name the Author's designs and other information after the Project or any other person or thing;
 - (B) modify, alter, adapt, distort or otherwise change any part of the Author's designs or other information as LLVJV and the Principal see fit, in their absolute discretion;
 - (C) adapt, translate, change, relocate, demolish or destroy any two or three dimensional reproduction of the Author's designs and other information, without having to notify or consult with the Author;
 - (D) exercise any rights in relation to the designs and other information without identifying the Author as the author; and
 - (E) use the Author's designs and other information, whether changes have been made or not, in any context and with or without other material in any way LLVJV or the Principal sees fit, even if the Author considers that their reputation and honour is, or may be, prejudiced.
- (f) The Subcontractor warrants that:
 - (i) it will not breach any Intellectual Property Rights or Moral Rights of any person in performing the Works;
 - (ii) it owns, or has a licence in, all Intellectual Property Rights in all designs and information and is able to grant the assignments and licences under the Subcontract; and
 - (iii) use by LLVJV, the Principal or any Sub-Licensee of any designs and information under this clause 9 will not infringe any Intellectual Property Rights or Moral Rights of any person, nor breach any Statutory Requirements.
- (g) The Subcontractor indemnifies LLVJV, the Principal and any Sub-Licensee against:
 - (i) any Claim by any third party (including an Author); and
 - (ii) all Losses suffered or incurred by LLVJV, the Principal and any Sub-Licensee, arising out of, or in connection with, any breach of clause 9 by the Subcontractor.
- (h) If a third party prevents, or threatens to prevent, LLVJV, the Principal or any Sub-Licensee from using the Intellectual Property Rights licensed under this clause 9, without limiting any other rights LLVJV may have, the Subcontractor must, at LLVJV's option and the Subcontractor's cost, either:
 - (i) procure for those indemnified, on reasonable commercial terms, the right to retain possession and continued use of the Intellectual Property Rights; or
 - (ii) replace or modify the items which contain infringing, or allegedly infringing, Intellectual Property Rights, in a manner reasonably acceptable to those indemnified, such that the infringement ceases and the quality, performance or usefulness of the items is not degraded.

10. STATUTORY REQUIREMENTS

10.1 Authorisations

- (a) The Subcontractor must comply with, and give all notices (including providing copies to LLVJV, upon request) required by, all Statutory Requirements.
- (b) The Subcontractor must pay all fees and charges legally demandable or required in accordance with all Statutory Requirements and provide all notices to LLVJV, as requested under clause 10.1(a).

- (c) The Subcontract Sum will be adjusted by the actual amount of any increase in fees or charges under clause 10.1(b), which occurs after the date of the Subcontract and is paid by the Subcontractor.

10.2 Compliance with industrial requirements

- (a) Prior to commencing work on the Site, the Subcontractor must make itself aware of all Statutory Requirements relating to industrial matters, which may apply to the Works or the Site, including all relevant enterprise agreements, codes of practice and implementation guidelines.
- (b) Without limiting clause 10.1, the Subcontractor must ensure that its personnel comply with:
 - (i) those matters referred to in clause 10.2(a); and
 - (ii) the requirements of clause 10.2(c) to clause 10.2(e),unless otherwise agreed, in writing, with LLVJV.
- (c) The Subcontractor acknowledges and agrees that subject to law, the overall coordination of industrial matters relating to the Works, including those affecting the Subcontractor's Personnel, will be exercised by LLVJV. This does not relieve the Subcontractor of its responsibilities relating to its personnel or the Works.
- (d) Subject to any instruction LLVJV may give, the Subcontractor is responsible for industrial matters for its personnel.
- (e) The Subcontractor shall:
 - (i) before commencing the work under the Subcontract and when requested by the LLVJV Representative provide to the Contractor:
 - (A) evidence of compliance with employment legal obligations during the preceding 12 months;
 - (B) the location of time and wage records and other documents required to be kept to verify ongoing compliance with employment legal obligations; and
 - (C) names of any awards likely to cover its employees and employees of its secondary subcontractors;
 - (ii) ensure that every person engaged in the performance of the work under the Subcontract is employed on such terms and conditions as are applicable, including but not limited to all Statutory Requirements, awards or industrial agreements;
 - (iii) keep LLVJV's Representative fully and promptly informed of industrial relations problems or issues arising out of the work under the Subcontract;
 - (iv) comply with the relevant state or federal codes of practice or guidelines relating to the building and construction industry;
 - (v) provide to the LLVJV Representative when required evidence of the type required by the LLVJV Representative to demonstrate its compliance with this clause 10.2; and
 - (vi) ensure that each of its secondary subcontractors comply with the requirements of this clause 10.2.

10.3 Environment, Health and Safety (EH&S) Requirements

The Subcontractor must comply with Schedule I - Environment, Health and Safety (**EH&S**) Requirements and the Global Minimum Requirements (**GMRs**), unless otherwise agreed, in writing, with LLVJV.

10.4 Greenhouse and energy reporting

- (a) The Subcontractor must record, and make available for inspection by LLVJV or its nominee, upon request, all data and information in relation to greenhouse gas emissions, energy production and energy consumption, to enable any controlling corporation of LLVJV to comply with the *National Greenhouse Energy Reporting Act 2007* (Cth).
- (b) The Subcontractor must provide the following documentation to LLVJV with each payment claim:
 - (i) a report in the form of Schedule K - Greenhouse and Energy Reporting Monthly Report, or such other form as nominated by LLVJV, from time to time, completed by an authorised employee of the Subcontractor; and
 - (ii) copies of all supporting invoices, dockets, receipt records and other information.

10.5 Carbon Scheme

- (a) Notwithstanding clause 10.1, the Subcontractor will not be entitled to any adjustment to the Subcontract Sum and will not be entitled to make any Claim, arising out of, or in connection with:
 - (i) the introduction of, or changes to, a Carbon Scheme or Carbon Tax, at any time; or
 - (ii) any increases (whether direct or indirect) in the cost of performing the Works arising out of, or in connection with, the introduction of, or changes to, a Carbon Scheme or Carbon Tax, at any time.
- (b) For the purpose of this clause 10.5:
 - (i) **Carbon Scheme** means any Statutory Requirement with respect to the production, emission, reduction, limitation, cessation, prevention, offsetting, removal or sequestration of greenhouse gas emissions, including any statutory emissions trading scheme, carbon pollution reduction scheme or carbon pricing scheme; and
 - (ii) **Carbon Tax** means a tax the rate of which, in relation to a quantity of a substance, is set at least in part by reference to the potential emissions of any greenhouse gas from the combustion or other use of that quantity of the substance.

10.6 Building Code 2013 Requirements

- (a) LLVJV must comply with the Building Code 2013 (**Code**) on the Project in order to undertake present and future Australian Government directly or indirectly funded construction projects. A copy of the Code is available at [www.deewr.gov.au/Building Code](http://www.deewr.gov.au/Building_Code). Unless otherwise specified in Schedule A, Subcontract Particulars, the Subcontractor must also comply with the Building Code 2013 requirements
- (b) Without limiting (a), the Subcontractor must comply with this clause 10.6 if:
 - (i) the Head Contract is in relation to or in connection with a project, construction work and/or building work which is undertaken for or on behalf of the Australian Government; or
 - (ii) the Head Contract is in relation to or in connection with a project, construction work and/or building work which is undertaken as part of building and construction projects to which the Australian Government has contributed funding.
- (c) LLVJV is required by the Code to require all subcontractors engaged to perform work on this Project to comply with the Code.
- (d) The Subcontractor warrants that, at the time that it entered into the Subcontract with LLVJV the Subcontractor's work practices and the industrial instruments (as defined in the Code), to which the Subcontractor is a party, comply with the Code.
- (e) The Subcontractor agrees that whilst carrying out the Works under the Subcontract, it will continue to comply with the Code on this Project and on any other project where the Subcontractor is required to comply with the Code.
- (f) Compliance with the Code will not relieve the Subcontractor from responsibility to perform the Subcontract and the Works under the Subcontract or from liability for any defect in the Works arising from compliance with the Code.
- (g) Where a change in the Subcontract is proposed and that change would affect compliance with the Code, the Subcontractor must submit a report to LLVJV specifying the extent to which the Subcontractor's compliance with the Code will be affected.
- (h) The Subcontractor must maintain adequate records of the compliance with the Code by:
 - (i) the Subcontractor;
 - (ii) any subcontractors or consultants engaged by the Subcontractor to perform any of the work under the Subcontract or on or in connection with the Project; and
 - (iii) its related entities (as defined in the Code) which are or will be performing work under the Subcontract or on or in connection with the Project.
- (i) If the Subcontractor does not comply with the requirements of the Code in the performance of this Subcontract such that a sanction is applied by the Minister for Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the

Subcontractor or a related entity (as defined in the Code) in respect of work funded by the Commonwealth or its agencies.

- (j) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Subcontractor may give preference to subcontractors and sub-consultants that have a demonstrated commitment to:
 - (i) adding and/or retaining trainees and apprentices;
 - (ii) increasing the participation of women in all aspects of the industry; or
 - (iii) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.
- (k) The Subcontractor must not appoint a subcontractor or consultant in relation to the Project where:
 - (i) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
 - (ii) the subcontractor or consultant has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the tenderer has not fully complied, or is not fully complying, with the order.
- (l) For the purpose of monitoring the Subcontractor's compliance with the Code (**Compliance Purpose**), the Subcontractor must permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate (**FWBC**) (formerly the Office of the Australian Building and Construction Commissioner) to which that person is appointed under the *Fair Work (Building Industry) Act 2012* (Cth) (**FWBIA**)), full access to the place or places at which Works under the Subcontract are being or have been carried out and to any place of business where documents relevant to a Compliance Purpose are held or located.
- (m) Without limiting clause 10.6(l), the Subcontractor must permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the FWBC with access to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the Project and work under the Subcontract;
 - (iii) interview any person; and
 - (iv) request the Subcontractor to produce a specified document within a specified period, as is necessary for a Compliance Purpose.
- (n) For the purpose of monitoring compliance with the Code by:
 - (i) related entities (as defined in the Code) of the Subcontractor engaged on or in connection with the Project or the Works under the Subcontract; and
 - (ii) subcontractors engaged by Subcontractor on or in connection with the Project or the Works under the Subcontract (**Third Party Compliance**),the Subcontractor agrees to require that its subcontractors and its related entities (as defined in the Code) permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the FWBC:
 - (iii) full access to the place or places at which work under the Subcontract or in connection with the Project are being or have been carried out and to any place of business where documents relevant to Third Party Compliance are held or located; and
 - (iv) without limiting 10.6(n)(iii), to:
 - (A) inspect any work, material, machinery, appliance, article or facility;
 - (B) inspect and copy any record relevant to the Project and work under the Subcontract;
 - (C) interview any person; and
 - (D) request such subcontractor or related entity (as defined in the Code) to produce a specified document within a specified period in person, by fax or by post,as is necessary for Third Party Compliance.

- (o) The Subcontractor must ensure that all subcontracts to which it is a party in connection with the Project or the Works under the Subcontract impose obligations on subcontractors to such contracts equivalent to the obligations imposed on the Subcontractor under this clause 10.6.

10.7 New South Wales Code of Practice Requirements

The Subcontractor must comply with Schedule O - New South Wales Code of Practice Requirements, unless stated otherwise in Schedule A - Subcontract Particulars.

10.8 Queensland Code and Queensland Guidelines Requirements

The Subcontractor must comply with Schedule P - Queensland Code and Queensland Guidelines Requirements, unless stated otherwise in Schedule A - Subcontract Particulars.

11. INSURANCES AND LIABILITY

11.1 Subcontractor insurances

- (a) The Subcontractor must effect and maintain the insurances stated in Schedule A - Subcontract Particulars in a form acceptable to LLVJV, acting reasonably. The Subcontractor must provide certificates of currency for each policy of insurance required to be effected under the Subcontract, when requested by LLVJV.
- (b) The Subcontractor must effect;
 - (i) public and products liability insurance; and
 - (ii) workers' compensation insurance,required under the Subcontract, by the date of the Subcontract or the commencement of the Works (whichever occurs first). Such insurance must be maintained until the expiry of the Defects Liability Period, or the last Defects Liability Period (if more than one), or the completion of the making good of Defects (whichever occurs last).
- (c) The Subcontractor must effect any plant and equipment insurance required under the Subcontract, by the date of the Subcontract or the commencement of the Works (whichever occurs first), and such insurance must be maintained until the Date of Substantial Completion of the Works.
- (d) The Subcontractor must effect any professional indemnity insurance required under the Subcontract before the Subcontractor commences professional duties (whether in respect of design, specification, supervision or otherwise) and such insurance must be maintained for a period of not less than 6 years after the expiry of the Defects Liability Period, or the last Defects Liability Period (if more than one). Professional indemnity insurance must include liability for breach of the Australian Consumer Law, loss of documents, libel and slander.
- (e) The Subcontractor must provide a copy of any other insurances required under the Subcontract (if applicable), including insurances required by law with a sum insured not less than the amount required by law, prior to commencement of the Works on the Site.
- (f) In relation to any subcontractor approved by LLVJV, the Subcontractor must ensure that the policies stated in Schedule A - Subcontract Particulars are effected by the date of the Subcontract or the commencement of the Works (whichever occurs first) and maintained until the expiry of the Defects Liability Period, or the last Defects Liability Period (if more than one), or the completion of the making good of Defects (whichever occurs last), and with respect to any professional indemnity insurance, for a period of not less than 6 years after the expiry of the Defects Liability Period, or the last Defects Liability Period (if more than one).
- (g) Subject to clause 11.2, the Subcontractor must effect and maintain Works insurance required under the Subcontract in respect of physical loss or damage to the Works, by the date of the Subcontract or the commencement of the Works (whichever occurs first). The Works insurance policy must:
 - (i) be maintained until the expiry of the Defects Liability Period, or the last Defects Liability Period (if more than one), or the completion of the making good of Defects (whichever occurs last);
 - (ii) be in the joint names of the Subcontractor, LLVJV, the Principal and all subcontractors of the Subcontractor; and
 - (iii) have a sum insured of not less than the sum of:
 - (A) the Subcontract Sum;

- (B) the amounts stated in Schedule A - Subcontract Particulars for the cost of demolition and removal of debris and consultants' fees; and
- (C) any other amounts stated in Schedule A - Subcontract Particulars.

11.2 Works insurance by LLVJV

- (a) If stated in Schedule A - Subcontract Particulars, LLVJV will effect and maintain (or ensure that the Principal effects and maintains) Works insurance in respect of loss or destruction of, or damage to, the Project (excluding the Subcontractor's tools and equipment) and unfixed Materials anywhere in Australia (including while in transit), subject to the terms of the policy and clause 11.1(g) will be of no effect. The Works insurance policy must:
 - (i) note the interests of LLVJV, the Principal and all subcontractors;
 - (ii) be effective by the commencement of the Project on Site until the Date of Practical Completion of the Project. LLVJV policies are renewed annually and deductibles or excesses are subject to change, without notice. Information about deductibles or excesses is available, upon request from the Subcontractor. LLVJV assumes no liability for increases in deductibles or excesses;
- (b) The Subcontractor must bear any amount which is not recovered by LLVJV on a claim made by LLVJV on behalf of the Subcontractor in relation to the Works, including any deductible or excess which is paid, or payable, by LLVJV under any insurance policy.

11.3 Subcontractor indemnity

- (a) The Subcontractor indemnifies LLVJV against all Losses which LLVJV suffers, or is liable for, arising out of, or in connection with, an act or omission of the Subcontractor, the Subcontractor's Personnel or their visitors, or the carrying out of the Works, including all Losses arising out of loss of, or damage to, property and personal injury (including death).
- (b) The Subcontractor's liability under this clause 11.3 includes, in circumstances where the Subcontractor has breached the Subcontract, Losses arising as a consequence of LLVJV becoming liable to pay any additional amount or damages (liquidated or otherwise) under the Head Contract.
- (c) The Subcontractor's liability to indemnify LLVJV under clause 11.3 will be reduced:
 - (i) proportionally, to the extent that such Losses are caused by a breach of the Subcontract by LLVJV or the negligence of LLVJV; or
 - (ii) where the relevant act or omission has delayed completion of the Works, or part thereof, by the amount of liquidated damages paid by the Subcontractor to LLVJV under clause 17.9, to the extent such payments have made good the Losses for which LLVJV has suffered or is liable.

11.4 Notification of claims

The Subcontractor must promptly inform LLVJV, in writing, of any occurrence that may give rise to a claim under a policy of insurance required to be effected by the Subcontractor under the Subcontract, which relates to, or is in any way connected with, the Works or the Project. The Subcontractor must keep LLVJV informed of subsequent developments concerning the claim.

11.5 Proportionate liability

To the maximum extent permitted by law, the operation of the Proportionate Liability Legislation is excluded in relation to rights, obligations and liabilities under the Subcontract, whether such rights obligations or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute, or otherwise at law.

11.6 Cross liability

Any insurance required to be effected in accordance with the Subcontract by the Subcontractor in joint names shall include a cross liability clause for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

12. SITE

12.1 Access and use of Site

- (a) Subject to restrictions or obstructions on access to the Site:

- (i) referred to in Schedule A - Subcontract Particulars or elsewhere in the Subcontract;
- (ii) advised by LLVJV, from time to time; or
- (iii) arising out of the matters referred to in clause 12.7,

the Subcontractor will be entitled to access so much of the Site as is necessary to enable the Subcontractor to carry out the Works. Any delay by LLVJV in providing access to the Subcontractor will not be a breach of the Subcontract.

12.2 Other properties

- (a) Where the Works are to be executed upon, or in respect of, land, buildings or places other than those made available to LLVJV by the Principal for the purposes of the Head Contract:
 - (i) LLVJV must obtain the appropriate permission, which may be subject to conditions as to working space, periods of time, working hours or otherwise; and
 - (ii) the Subcontractor must comply with all conditions attached to the permission and must promptly make good any damage caused to the land, buildings, or places other than those made available to LLVJV by the Principal (as applicable).
- (b) The Subcontractor must make all necessary arrangements for the use of, access to, or over, land, buildings or other places which it may require for a purpose other than executing work in accordance with clause 12.2(a).
- (c) The Subcontractor must:
 - (i) ensure that the execution of the Works does not cause a nuisance or undue disturbance (including noise disturbance);
 - (ii) in the execution of the Works, do all things reasonably necessary to minimise disruption, interference and inconvenience to users of any existing improvements on or adjacent to the Site;
 - (iii) ensure that its personnel do not engage in any offensive behaviour towards any employee or representative of LLVJV, the Principal, their subcontractors and suppliers, or any member of the public, while present on the Site; and
 - (iv) comply with any conditions as to the use of the Site, as communicated by LLVJV or stated in the Subcontract.
- (d) LLVJV will not be liable for any Losses suffered by the Subcontractor as a result of complying with this clause 12.2.

12.3 Utilities

- (a) The Subcontractor must confirm and liaise, as necessary, with all relevant Authorities and must identify, physically locate and mark, all Utilities on the Site, which may be affected by the Works. The Subcontractor must not disconnect a Utility or interrupt the operation of a Utility, without the prior written approval of LLVJV. LLVJV is not required to give approval (or otherwise) to the Subcontractor less than 3 Business Days after a written request from the Subcontractor.
- (b) The Subcontractor must notify LLVJV, in writing, immediately of any damage to any Utility on the Site or on other properties, which are caused, or contributed to, by an act or omission of the Subcontractor's Personnel or their visitors.

12.4 Working hours and days

The Subcontractor must only carry out work on the Site on the days and within the hours specified in Schedule A - Subcontract Particulars, or such other hours as LLVJV may instruct, from time to time.

12.5 Cleaning

The Subcontractor must keep its workplace tidy as the Works proceed (including cleaning the Site offices and sheds used by the Subcontractor each day) and comply with LLVJV's requirements in relation to cleaning and rubbish disposal.

12.6 Access to Works and workshops

The Subcontractor must ensure that LLVJV, its representatives, and representatives of the Principal, are allowed access, at all reasonable times, to the Works and to the Subcontractor's workshops and other places where Materials intended for the Works are being fabricated, stored, or kept.

12.7 Cooperation

The Subcontractor:

- (a) acknowledges that other subcontractors and persons will be working on the Site concurrently with, and in close proximity to, the Subcontractor, including LLVJV;
- (b) must cooperate with LLVJV and other subcontractors and persons on the Site, at all times, so as to allow the Project to proceed expeditiously;
- (c) acknowledges that the requirements of other subcontractors may, from time to time, prevent the Subcontractor from gaining access in accordance with clause 12.1; and
- (d) is not entitled to Claim any Losses from or against LLVJV, arising out of any delay or disruption suffered, due the requirements of LLVJV, the Principal or other subcontractors on the Site.

12.8 Making good

The Subcontractor must:

- (a) replace protection or temporary coverings provided by others, which are removed by the Subcontractor during the course of the Works; and
- (b) make good damage it causes to property, including property of third parties, whether on or off the Site, within a reasonable time of the damage occurring. If the Subcontractor fails to make good the damage within a reasonable time, the Subcontractor will be liable for Losses suffered by LLVJV in making good the damage on behalf of the Subcontractor.

12.9 Removal of personnel

If instructed by LLVJV, the Subcontractor must promptly remove from the Site any of the Subcontractor's Personnel and ensure that those persons do not return to the Site, without the prior written approval of LLVJV. The Subcontractor will be responsible for all costs associated with removal and replacement of those persons.

12.10 Finding of Minerals, Fossils and Relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall, as between the parties, be and remain the property of LLVJV. Immediately upon the discovery of these things the Subcontractor shall take precautions to prevent their loss, removal or damage and shall notify LLVJV's Representative of the discovery.

13. MATERIALS AND WORKS

13.1 Quality of Materials and work

- (a) The Subcontractor must carry out and complete its obligations under the Subcontract so that the Works, when completed, will:
 - (i) be suitable in all respects for their intended purposes; and
 - (ii) comply with the requirements of the Subcontract.
- (b) In addition to any other warranty, the Subcontractor must ensure that all Materials, workmanship and methods of construction used by the Subcontractor are suitable in all respects for their intended purposes. The Subcontractor must ensure that all Materials are new and of suitable quality, and all workmanship is proper and tradesman like.
- (c) The Subcontractor must execute and complete the Works in accordance with:
 - (i) Schedule D - Scope of Work and Specification;
 - (ii) any Variations or directions instructed by LLVJV;
 - (iii) any design documents provided to the Subcontractor by LLVJV, or prepared by the Subcontractor for the purposes of the Works and approved by LLVJV; and
 - (iv) all other requirements of the Subcontract.

13.2 Warranties

- (a) The Subcontractor must:
 - (i) ensure that all warranties required to be provided under the Subcontract are in a form approved by LLVJV;

- (ii) ensure that the benefit of each warranty required to be provided under the Subcontract is capable of assignment to LLVJV, the Principal, their assigns, or any of them; and
 - (iii) assign the benefit of each warranty to LLVJV, the Principal, their assigns, or any of them, as directed by LLVJV.
- (b) The Subcontractor warrants and agrees, for the benefit of LLVJV and the Principal, that:
- (i) commencing on the Date of Practical Completion of the Project, the Works:
 - (A) will satisfy the requirements of the Subcontract;
 - (B) have been completed with Materials of a merchantable quality;
 - (C) will be fit for their intended purposes; and
 - (D) have been completed in a proper and tradesman like manner.
 - (ii) LLVJV and the Principal may assign the benefits and rights under this clause 13.2(b).

13.3 Quality Management System

- (a) The Subcontractor must comply with the Quality Management System developed in accordance with the requirements stated in Schedule A - Subcontract Particulars.
- (b) The Quality Management System must contain established processes for managing the completion of the Works that are documented, reviewed, audited and monitored, and provide for self-improvement. The Quality Management System must be supported and endorsed by senior management of the Subcontractor.
- (c) The Subcontractor must not commence the Works without written approval of the Quality Management System by LLVJV.
- (d) The Quality Management System and any supporting documentation may be audited by LLVJV at any time during the course of, and after completion of, the Works. The Subcontractor must cooperate with LLVJV and provide reasonable access to all documentation, as required.
- (e) The Subcontractor must ensure that its Quality Management System is applied to all parts of the Works, including those parts which are provided by consultants, subcontractors and suppliers to the Subcontractor.
- (f) The Quality Management System must require that all testing and measuring equipment be regularly checked for accuracy. Records of calibration certificates are to be kept on the Site.
- (g) The Subcontractor must ensure that planned and documented quality audits are carried out on all aspects of the Quality Management System and any Quality Management System adopted by the Subcontractor's consultants, suppliers and subcontractors.

13.4 Covering up of work

The Subcontractor must not cover up, or put out of view, work:

- (a) requiring an approval by an Authority; or
 - (b) affecting any other matters required pursuant to the Subcontract; or
 - (c) which LLVJV instructs the Subcontractor not to cover up or put out of view,
- without the prior written approval of LLVJV.

13.5 Testing and samples

The Subcontractor must:

- (a) provide samples of Materials or items to be incorporated into the Works to LLVJV;
 - (b) open up for inspection any work covered up; or
 - (c) arrange for (or carry out) testing of Materials (whether fixed or unfixed) or executed work,
- by the dates specified in the Subcontractor's Programme, or as required by LLVJV.

The Subcontractor must assist LLVJV with testing, as required, and must make good any damage caused to the Works or the Project, which may result.

13.6 Costs of testing

The reasonable costs of opening up or testing (together with the costs of making good any damage) necessarily incurred by the Subcontractor and approved by LLVJV, will be added to the Subcontract Sum, unless the opening up or testing:

- (a) is consequent upon, or reveals a failure of, the Subcontractor to comply with a requirement of the Subcontract; or
- (b) is a requirement of Schedule D - Scope of Work and Specification.

13.7 Defects

- (a) At any time prior to the expiry of a Defects Liability Period, LLVJV may, by written notice, instruct the Subcontractor to rectify a Defect, including removing material from the Site, demolishing, redesigning or replacing work, or not delivering materials to the Site. The notice may also specify the date by which the Defect must be rectified. LLVJV may issue a notice under this clause 13.7(a) despite having previously issued a similar notice in respect of the same design, work or Materials.
- (b) The Subcontractor must promptly make available sufficient Materials and personnel to comply with the instructions given by LLVJV under clause 13.7(a), without delay to the progress of the Works, and ensure that all work is carried out in a manner which does not cause a nuisance or disturbance (including noise disturbance) to any person, and must comply, at its expense, with LLVJV's reasonable instructions, including instructions regarding access, hours of work, work methods, dress and tidiness.
- (c) If the Subcontractor fails to comply with an instruction under clause 13.7(a) or promptly rectify a Defect by the date specified, LLVJV may carry out or complete the instruction and any Losses suffered by LLVJV will be monies due from the Subcontractor to LLVJV.
- (d) LLVJV may, by written notice, accept work containing Defects which have not been rectified, whereupon there will be a deemed Variation.

13.8 Maintenance and protection

- (a) Until the date stated in Schedule A - Subcontract Particulars, the Subcontractor must maintain and protect the Works, including Materials supplied to the Subcontractor by LLVJV. If a part of the Project is taken over by the Principal before Substantial Completion, this clause 13.8 will continue to apply to the remainder of the Works.
- (b) If urgent action is necessary to protect the Works, other property or people, and the Subcontractor fails to take action, in addition to any other rights LLVJV may have, LLVJV may take the necessary action. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the reasonable cost incurred by LLVJV in the circumstances shall be a debt due from the Subcontractor to LLVJV.

13.9 Work and Materials by LLVJV or others

- (a) If under the Subcontract LLVJV must supply Materials to the Subcontractor for performance incorporation of, or installation in the Works, the Subcontractor must take delivery of those Materials at the location advised by LLVJV and will be responsible for their safe storage.
- (b) The Subcontractor must use the Materials in a manner which will result in the minimum level of wastage and must return to LLVJV all Materials which are not required for the Works.
- (c) Within 10 days of LLVJV notifying the Subcontractor of the quantity, nature and quality of Materials to be supplied, the Subcontractor must advise LLVJV, by written notice, whether the Materials will enable the Subcontractor to comply with its obligations under the Subcontract. If the Subcontractor notifies LLVJV that the Materials will not enable it to comply with its obligations under the Subcontract, LLVJV must issue instructions in relation to any deficiencies in the Materials.
- (d) If a part of the Works will be affected by work performed, or Materials supplied by others, (including LLVJV and its subcontractors) the Subcontractor must:
 - (i) inspect the work or Materials prior to commencing the affected part of the Works; and
 - (ii) advise LLVJV, in writing if any aspect of the work or Materials will prevent the Subcontractor from complying with its obligations under the Subcontract.
- (e) If the Subcontractor:
 - (i) does not notify LLVJV, as required by clause 13.9(c) or clause 13.9(d); or

- (ii) notifies LLVJV, as required by clause 13.9(c) or clause 13.9(d), but fails to advise of any aspect of the work or Materials which would prevent the Subcontractor from complying with its obligations under the Subcontract, which aspect ought reasonably to have been discovered by the Subcontractor and advised to LLVJV,

the work and Materials will be deemed to be sufficient to enable the Subcontractor to comply with its obligations under the Subcontract and the Subcontractor will be liable for all Losses arising out of, or in connection with, making good any such aspect of work or Materials.

13.10 Setting out the Works

- (a) Unless it is expressly stated in Schedule A – Subcontract Particulars that the Subcontractor is not responsible for setting out of the Works, the Subcontractor shall set out the Works in accordance with the Subcontract and shall provide all instruments, and things necessary for that purpose.
- (b) The Subcontractor shall maintain and keep in their true positions all Survey Marks until the Date of Substantial Completion. If a Survey Mark is disturbed or obliterated, the Subcontractor shall immediately notify LLVJV's Representative and, unless LLVJV's Representative otherwise directs, the Subcontractor shall rectify the Survey Mark to LLVJV's satisfaction at the Subcontractor's own risk and cost.
- (c) The Subcontractor must immediately give notice to LLVJV of any error in the position, level, dimensions or alignment of any part or parts of the Works, or any error which has otherwise arisen from inaccurate setting out of the Work. Unless directed otherwise by LLVJV's Representative, the Subcontractor rectify the error and any resultant change to the Works at its own risk and cost to the satisfaction of LLVJV.
- (d) **Survey Mark** in this clause 13.10 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring the Works.

14. FACILITIES

14.1 Facilities by LLVJV

- (a) LLVJV must provide facilities to the Subcontractor to the extent required by Schedule G - Facilities.
- (b) LLVJV does not warrant that the facilities or Materials provided by LLVJV are suitable for the purposes of the Subcontract, or will be available continuously, or at times consistent with the Subcontractor's Programme.

14.2 Facilities by the Subcontractor

- (a) The Subcontractor must provide all facilities, Materials and other things necessary for the proper execution of the Works, except those which LLVJV is required to provide, as set out in Schedule G - Facilities.
- (b) LLVJV may, with agreement of the Subcontractor, provide any or all of the items referred to in clause 14.2(a), and the Subcontract Sum will be reduced a reasonable amount, including an amount for overhead and profit, as determined by LLVJV.

15. PROGRAMMING REQUIREMENTS

15.1 Subcontractor's Programme

- (a) Within 7 Business Days of being notified of the award of the Subcontract or the Date for Commencement, whichever is the earlier, the Subcontractor must submit to LLVJV, for approval, a Subcontractor's Programme and such other information as required by LLVJV, which must:
 - (i) be consistent with the Date for Commencement and the Date for Substantial Completion of:
 - (A) the Works;
 - (B) Separable Portions of the Works (if any); and
 - (C) the activities and items required for Substantial Completion of the Works, making due allowance for delays;
 - (ii) show all on and off-Site activities necessary to permit weekly comparisons between the Works as programmed and the actual progress of the Works;
 - (iii) show the dates and periods for:

- (A) supply of drawings and information from LLVJV;
 - (B) approvals from Authorities and LLVJV;
 - (C) provision of samples, opening up for inspection work covered up and testing of materials or executed work;
 - (D) provision and approval of shop drawings and as-constructed drawings allowing for the times required for LLVJV's review and approval as stated in clause 6 and Schedule A – Subcontract Particulars;
 - (E) provision of all maintenance and operations manuals including drafts thereof;
 - (F) procurement and supply of essential materials;
 - (G) sequences and labour requirements for commissioning;
 - (H) provision and approval of safety procedures;
 - (I) provision of quality procedures; and
 - (J) all other activities, including those of other subcontractors, which have a bearing on the Date for Substantial Completion or the Subcontractor's ability to complete the Works in accordance with the Subcontractor's Programme;
- (iv) allow for the activities of other subcontractors on the Site which may affect the Works;
 - (v) include labour forecasts for each programmed activity and expected labour productivity rates;
 - (vi) indicate the critical path of the Works; and
 - (vii) show such other information as LLVJV may require.
- (b) The Subcontractor's Programme must be submitted in the format of Microsoft Project, Primavera or such other electronic software stated in Schedule A - Subcontract Particulars or notified to the Subcontractor by LLVJV's Representative.
 - (c) The Subcontractor shall issue to LLVJV one hard copy and one electronic copy (in a manipulative electronic form) of the Subcontract Programme and all subsequent submissions of the Subcontract Programme required by the Subcontract.
 - (d) From time to time, LLVJV may direct the Subcontractor to revise or update the Subcontractor's Programme. Within 5 Business Days of receipt of such a direction from LLVJV the Subcontractor must submit a revised or updated Subcontractor's Programme to LLVJV for approval, which must:
 - (i) take account of any delays and disruptions since providing the previous Subcontractor's Programme;
 - (ii) incorporate changes in methods, times or sequences of activities; and
 - (iii) modify such portions of the Subcontractor's Programme that LLVJV deems impractical or unreasonable.
 - (e) If LLVJV does not approve the Subcontractor's Programme, LLVJV must notify the Subcontractor of its reasons.
 The Subcontractor must submit a further Subcontractor's Programme to LLVJV within 5 Business Days of receipt of LLVJV's notice. If the further Subcontractor's Programme is unacceptable, LLVJV may issue or engage a suitably qualified consultant to issue a Subcontractor's Programme and the Subcontractor will be liable for any Losses suffered by LLVJV, including fees paid by LLVJV to the consultant.
 - (f) At any time the Subcontractor may submit to LLVJV, for approval, a revised or updated Subcontractor's Programme, incorporating changes or amendments proposed by the Subcontractor and the provisions of clause 15.1(e) will apply.
 - (g) LLVJV may alter any aspect of the timing of the performance of the work under the Subcontract, including the Date for Commencement, and the duration and sequencing of the work under the Subcontract. The Subcontractor must amend the Subcontract Programme from time to time to reflect the issue by the LLVJV of revised Programmes, work schedules or instructions. The Subcontractor must comply with all timing requirements of the LLVJV.

- (h) LLVJV is entitled to rely upon the Subcontract Programme when planning its activities under the Subcontract or in planning or co-ordinating the activities of the LLVJV and others under any other contract or agreement.

15.2 Acceleration

- (a) LLVJV may direct, in writing, an acceleration of the progress of the Works (**Acceleration Direction**).
- (b) If a direction by LLVJV to accelerate the progress of the Works requires the Subcontractor to bring the Works (or a Separable Portion) to Substantial Completion prior to the Date for Substantial Completion then the Date for Substantial Completion will be adjusted accordingly.
- (c) Subject to clause 15.2(d), the Subcontract Sum will be adjusted by the actual net extra direct costs unavoidably incurred (taking into account any saving in costs) by the Subcontractor in complying with a direction to accelerate under clause 15.2(a), unless LLVJV's decision to direct an acceleration of the Works is in any way caused, necessitated or contributed to by:
 - (i) a failure by the Subcontractor to proceed with the Works in accordance with this clause 15 or clause 17.1(a); or
 - (ii) the Subcontractor's failure to perform its obligations in accordance with the Subcontract.

The Subcontractor shall take all steps the Subcontractor shall take all steps possible to mitigate the actual net direct extra costs reasonably incurred as a result of the acceleration.

- (d) If the Subcontractor considers that a direction issued by LLVJV, although not expressly requiring the Subcontractor to accelerate, in fact involves acceleration of the Works, the Subcontractor must promptly give written notice to LLVJV (and in any case no later than 5 Business Days of such direction and in any event before complying with the direction).

Compliance with this clause 15.2(d) is a condition precedent to any entitlement or Claim the Subcontractor may have for any Losses arising out of, or in connection with any such direction. The Subcontractor will not be entitled to Claim any Losses arising out of or in connection with compliance with such direction unless, before commencing work in relation to the direction, the Subcontractor:

- (i) has provided LLVJV with a written estimate of the additional costs it is likely to incur (and any savings in costs) in complying with LLVJV's direction to accelerate, within 7 Business Days of a request by LLVJV; and
 - (ii) is in receipt of a written instruction from LLVJV, entitled **Acceleration Direction**, to accelerate the Works.
- (e) Other than as provided in this clause 15.2, the Subcontractor will have no entitlement to Claim in respect of any direction by LLVJV under this clause 15.2.

15.3 Subcontractor's Obligations

- (a) Unless otherwise directed or agreed by LLVJV, the Subcontractor must maintain progress of the Works in accordance with the Subcontractor's Programme.
- (b) Compliance with clause 15.1 is a condition precedent to the Subcontractor's entitlement to an extension of time under clause 17.
- (c) The Subcontractor is responsible, at its own cost, for programming, progress reporting, forecasting, updating and controlling the Works in accordance with the Subcontract.
- (d) The Subcontractor must cooperate with LLVJV and comply with LLVJV's directions in relation to the preparation of programmes, schedules and other information.
- (e) The Subcontractor, whenever required by LLVJV's Representative, must demonstrate to the satisfaction of the LLVJV that the resources necessary for compliance with the Subcontract are being utilised by the Subcontractor.
- (f) If, in LLVJV's reasonable opinion, the Subcontractor is not utilising adequate resources or is incapable of complying with this Subcontract then LLVJV may from time to time without prejudice to its rights under clause 21 or any of its other rights, do one or more of the following and LLVJV is not liable upon any Claim:
 - (i) instruct the Subcontractor to increase its resources or take such other measures as specified by the LLVJV to enable the Subcontractor to comply with its obligations under the Subcontract; and/or
 - (ii) vary this Subcontract by deleting any part of the Works; and/or

- (iii) employ others to undertake the deleted parts of the Work or undertake such part of the Works itself; and/or
- (iv) deduct the additional costs incurred as a result of performance of the deleted parts of the Works by others or itself, from the security or any other sum otherwise due to the Subcontractor from time to time and to the extent that such moneys are insufficient, recover the balance as a debt due and owing to the LLVJV by the Subcontractor.

16. SUSPENSION

16.1 Suspension of the Works

- (a) LLVJV may, upon written notice, instruct the Subcontractor to:
 - (i) suspend, for the time LLVJV thinks fit; or
 - (ii) recommence,
 the performance of part, or all, of the Works.
- (b) The Subcontractor must not suspend performance of part, or all, of the Works except to the extent it is permitted to do so under the SOP Legislation.

16.2 Sub-subcontractor suspension and indemnity

- (a) The Subcontractor must promptly give notice to LLVJV of any Claim, dispute or threatened suspension from its subcontractors in relation to part, or all, of the work which forms part of the Works.
- (b) If a subcontractor to the Subcontractor is entitled to suspend performance of part, or all, of the work which forms part of the Works, LLVJV may, in its absolute discretion, pay such subcontractor those amounts that are, or may be, owing to the subcontractor from the Subcontractor. Any amount paid by LLVJV in accordance with this clause 16.2 will be deemed to be in part satisfaction of LLVJV's obligation to pay the Subcontractor pursuant to clause 20.6(a) and clause 20.8(f).
- (c) The Subcontractor indemnifies LLVJV for, and against, any Losses (including legal costs on a full indemnity basis) suffered or incurred by LLVJV, arising out of, or in connection with, any suspension by a subcontractor in circumstances referred to in clause 16.2(b).
- (d) For the purposes of clause 16.2 a reference to a subcontractor includes to any party engaged by the Subcontractor, its subcontractors or any other party, to carry out work, provide services, or make a supply which forms part of the Works, other than any party engaged by LLVJV.

17. TIME

17.1 Commencement and Substantial Completion

- (a) The Subcontractor must commence the Works on the Date for Commencement.
- (b) The Subcontractor must bring the Works to Substantial Completion on or before the Date for Substantial Completion.
- (c) The Subcontractor must give LLVJV at least 14 days written notice of the date upon which the Subcontractor anticipates that Substantial Completion will be achieved.
- (d) When the Subcontractor is of the opinion that Substantial Completion has been achieved, the Subcontractor must, in writing, request LLVJV to issue a Certificate of Substantial Completion. Upon receipt of a request from the Subcontractor to issue a Certificate of Substantial Completion, LLVJV must, within a reasonable time, give the Subcontractor a Certificate of Substantial Completion evidencing the Date of Substantial Completion or provide written reasons to the Subcontractor for not doing so.
- (e) If LLVJV is of the opinion that Substantial Completion has been achieved, LLVJV may issue a Certificate of Substantial Completion, even though no request has been made by the Subcontractor.

17.2 Separable Portions

- (a) The particulars of the Works for each Separable Portion will be set out in the form in Schedule A - Subcontract Particulars and the interpretations of:
 - (i) Date for Substantial Completion; and
 - (ii) Date of Substantial Completion; and

- (iii) Substantial Completion; and
- (iv) Certificate of Substantial Completion, and

and clauses of this Subcontract, where appropriate apply separately to each Separable Portion and references therein to the Works shall mean so much of the Works as is comprised in the relevant Separable Portion.

- (b) If the Subcontract does not make provision for the amount of security or liquidated damages applicable to a Separable Portion, the respective amounts applicable shall be such proportion of the security or liquidated damages applicable to the part or parts of the Works as the value of the Separable Portion bears to the value of the whole of the Works under the Subcontract.
- (c) If part of the Works has reached Substantial Completion but another part of the Subcontract Work has not reached Substantial Completion and LLVJV and the Subcontractor cannot agree upon the creation of a Separable Portion, LLVJV's Representative may determine that the respective parts shall be Separable Portions.

17.3 Claim for extension of time

- (a) If it appears to the Subcontractor that the progress of the Works (or a part thereof) may be delayed for any reason whatsoever, the Subcontractor must:
 - (i) take all reasonable steps to minimise or avoid the delay and its effects, including reprogramming the Works and reallocating resources; and
 - (ii) promptly give written notice to LLVJV, providing details of:
 - (A) the cause(s) of the delay and the likely effect (if any) on the progress of the Works and the Date for Substantial Completion; and
 - (B) the steps that the Subcontractor has taken, or proposes to take, to minimise the delay and its effects.
- (b) If the Subcontractor believes that it is entitled to an extension to the Date for Substantial Completion, it must:
 - (i) give written notice to LLVJV of its intention to claim an extension to the Date for Substantial Completion, not later than the number of days stated in Schedule A – Subcontract Particulars after the cause of the delay first arose; and
 - (ii) give further written notice to LLVJV of the period of extension of time claimed not later than 5 Business Days after the expiration of the period stated in clause 17.3(b)(i). Where it is not practicable to give this notice, the Subcontractor must advise LLVJV, in writing, on a weekly basis of the likely period of extension of time to be claimed.
- (c) It is a condition precedent to the Subcontractor's entitlement to any extension of time, that the Subcontractor has:
 - (i) complied with clause 17.3(a);
 - (ii) complied with clause 15 concerning Programming Requirements; and
 - (iii) provided written notice(s) to LLVJV in accordance with clause 17.3(b)(i) or clause 17.3(b)(ii) within the time permitted under the Subcontract, and to the extent that an extension of time claimed is caused by the execution of Works which are the subject of a Variation, prior to commencing work on the Variation.

17.4 Entitlement to extension of time

- (a) If the Subcontractor satisfies clause 17.3(c) and demonstrates to LLVJV's satisfaction that:
 - (i) Date for Substantial Completion will be delayed by any of the following events:
 - (A) a Variation issued in accordance with clause 19.1 (other than a Variation arising from an act or omission of the Subcontractor or its personnel);
 - (B) a breach or default of the Subcontract by LLVJV;
 - (C) a Force Majeure Event; or
 - (D) an event referred to in Schedule A - Subcontract Particulars;

- (ii) to the extent the delay occurs on or before the Date for Substantial Completion, the delay affects activities which are critical to achieving Substantial Completion by the Date for Substantial Completion; and
- (iii) if the delay has more than one cause, each of the causes is an event of the type referred to in clause 17.4(a)(i),

subject to clause 17.6, LLVJV must extend the Date for Substantial Completion by the number of days by which, as a result of the delay, the Subcontractor will be delayed in achieving Substantial Completion.

17.5 Extension of time due to Variation after the Date for Substantial Completion

If LLVJV instructs a Variation after the Date for Substantial Completion which is likely to delay the achievement of Substantial Completion, the Subcontractor must, within 5 days of receipt of the instruction, give LLVJV written notice of the likely period of delay. LLVJV must extend the Date for Substantial Completion by the number of days by which Substantial Completion is likely to be delayed as a result of the execution of the Variation.

17.6 Assessment

To the extent that a Claim for an extension of time is made by the Subcontractor, which is the subject of an extension of time claim under the Head Contract:

- (a) LLVJV will not be obliged to assess the Subcontractor's Claim for an extension of time until the extension of time claim under the Head Contract is determined. Any delay by LLVJV in awarding a reasonable extension of time (or otherwise) shall not cause the Date for Substantial Completion to be set at large; and
- (b) the Subcontractor's entitlement to an extension of time shall not exceed the extent of the extension of time granted to LLVJV under the Head Contract in respect of the delay incurred by the Subcontractor.

17.7 LLVJV may extend

LLVJV may, at any time, by notice in writing to the Subcontractor, extend the Date for Substantial Completion, for any reason. This clause 17.7 is for the benefit of LLVJV only and LLVJV may exercise this power in its absolute discretion. Failure by LLVJV to award an extension of time to the Date for Substantial Completion will not set time at large.

17.8 Delay or disruption costs

- (a) LLVJV will not be liable to pay any delay costs or any other Claim for cost, loss, expense or damage arising out of or in connection with any delay unless the following conditions precedent are satisfied:
 - (i) LLVJV has assessed that the Subcontractor is entitled to an extension of time;
 - (ii) the Subcontractor has strictly complied with all the requirements of clause 17;
 - (iii) the delay is caused by an event referred to in clause 17.4(a)(i)(A) or clause 17.4(a)(i)(B); and
 - (iv) Schedule A – Subcontract Particulars expressly states that the Subcontractor is entitled to be paid delay costs or any other Claim for cost, loss, expense or damage arising out of or in connection for any delay caused by any of the events referred to in clause 17.4(a)(i)(A) or clause 17.4(a)(i)(B).
- (b) In making its assessment under this clause 17.8, LLVJV's Representative will take into account whether the Subcontractor has used all reasonable efforts to mitigate the effects of the delay.
- (c) Nothing in this clause 17.8 shall:
 - (i) oblige LLVJV to pay extra costs for delay or disruption which have already been included in any payment under the Subcontract, including any relevant allowance under a Variation issued in accordance with clause 19.1; or
 - (ii) limit the Subcontractor's liability for breach of the contract.
- (d) The Subcontractor will have no Claim with respect to, or in connection with, any delay or cause of delay, other than as set out in clause 17.4 and this clause 17.8.

17.9 Liquidated damages

- (a) If the Subcontractor fails to bring the Works to Substantial Completion by the Date for Substantial Completion, the Subcontractor must pay to LLVJV, by way of liquidated damages, the amount stated in Schedule A - Subcontract Particulars for every day after the Date for Substantial Completion up to and including the earlier of:
 - (i) the Date of Substantial Completion;
 - (ii) termination of the Subcontract; or
 - (iii) the date upon which LLVJV takes over the whole of the Works pursuant to clause 21.2(b)(iv) or clause 21.2(c)(ii) of the Subcontract.
- (b) The parties agree that the rate of liquidated damages stated in Schedule A - Subcontract Particulars represents a genuine pre-estimate of losses likely to be incurred by LLVJV in the event that Substantial Completion is not achieved by the Date for Substantial Completion.
- (c) If an extension of time is awarded by LLVJV after the Subcontractor has paid liquidated damages, or liquidated damages have been set off by LLVJV against the Subcontractor, LLVJV must promptly repay to the Subcontractor any liquidated damages paid or set off in respect of the period of time for which the extension of time is awarded.

17.10 Sole remedy

- (a) The Subcontractor's entitlement to an extension to the Date for Substantial Completion under clause 17.4 and the payment of delay or disruption costs under clause 17.8 (if applicable) is the Subcontractor's sole remedy for any delay or disruption in the execution of the Works, whether caused by an act or omission of LLVJV (including any suspension of the Works or change to workings hours directed by LLVJV under the Subcontract), a breach of the Subcontract by LLVJV, negligence or other default of LLVJV, or howsoever otherwise caused.
- (b) Subject to clause 17.10(a) and clauses 15.2(c) and 15.2(d) concerning programming requirements, the Subcontractor accepts the risk of all increased costs and other Losses resulting from any delay or disruption in the execution of the Works.

18. DEFECTS LIABILITY PERIODS

- (a) The Defects Liability Period will commence on the Date of Substantial Completion and expire on the date stated in Schedule A - Subcontract Particulars.
- (b) A Second Defects Liability Period will apply to a Defect notified to the Subcontractor by LLVJV during the Defects Liability Period:
 - (i) commencing on the date LLVJV notifies the Subcontractor that the Defect has been made good or completed to the satisfaction of LLVJV; and
 - (ii) expiring at the end of the period stated in Schedule A - Subcontract Particulars.
- (c) During the Defects Liability Period the Subcontractor must ensure that all work is carried out in a manner which does not cause a nuisance or disturbance (including noise disturbance) to any person, and must comply, at its expense, with LLVJV's reasonable instructions, including instructions regarding access, hours of work, work methods, dress and tidiness.
- (d) The Subcontractor must give LLVJV sufficient notice of its proposed attendance upon the Site so that LLVJV can provide at least 2 Business Days' notice to the occupier of the Site (except in the case of an emergency).

19. VARIATIONS

19.1 Timing and scope of requests

- (a) LLVJV may, upon written notice, instruct a Variation at any time prior to the Date of Substantial Completion of the Project and the Subcontractor must promptly comply with that instruction, within the time specified by LLVJV.
- (b) There is no limit on the scope of a Variation, which LLVJV may instruct.
- (c) LLVJV may instruct a Variation which decreases or omits any part of the Works for the purposes of having that part of the Works executed by another person, including LLVJV.

- (d) If the Subcontractor considers that a drawing, instruction or direction issued by LLVJV, although not stated to be a Variation, constitutes or involves a Variation, the Subcontractor must give notice to LLVJV, in writing, that it considers the drawing, instruction or direction to constitute or involve a Variation, before commencing work in relation to the drawing, instruction or direction and in any case within 5 Business Days from the issue of such drawing, instruction or direction by LLVJV. Compliance with this clause 19.1 is a condition precedent to any entitlement or Claim the Subcontractor may have arising out of, or in connection with, the Subcontractor's compliance with such drawing, instruction or direction issued by LLVJV.

19.2 Detailed design

The Subcontractor acknowledges that detailed design of the Works may be incomplete at the date of the Subcontract or commencement of the Works (whichever occurs first) and that LLVJV is entitled to issue detailed design documentation to the Subcontractor after that date. The Subcontractor must comply with any such documentation, as if that documentation had been provided at the date of the Subcontract or commencement of the Works (whichever occurs first). The Subcontractor will not be entitled to claim any Losses arising out of, or in connection with, detailed design documentation where:

- (a) the detailed design documentation is necessary or desirable, or relates to the development of the design intent, included in, or inferred from, the Subcontract; or
- (b) LLVJV is not entitled to claim those Losses under the Head Contract (other than due to a breach of the Head Contract by LLVJV).

The Subcontractor acknowledges that it will not be entitled to any Losses arising out of, or in connection with, detailed design until LLVJV's claim for Losses under the Head Contract has been determined.

19.3 Measurement of Variations

- (a) As soon as practicable, but in any event not later than 5 Business Days after receipt of a Variation direction in accordance with clause 19.1, the Subcontractor must provide LLVJV with measurements and estimated costs sufficient to enable LLVJV to value a Variation. Such measurements and estimated costs shall include:
 - (i) the effect (if any) on the Subcontract Programme and the time required to achieve Substantial Completion;
 - (ii) the amount of the estimated costs (including delay costs) of the Variation; and
 - (iii) any other information or documents necessary to support the Variation as LLVJV's Representative may reasonably direct.
- (b) Compliance with this clause 19.3 and clause 17.3(c)(iii) is a condition precedent to any entitlement or Claim by the Subcontractor arising out of, or in connection with, a Variation.
- (c) If LLVJV is not satisfied with the measurements provided by the Subcontractor, acting reasonably, it may arrange for further measurements to be obtained, at the Subcontractor's cost, which LLVJV may use to value the Variation.

19.4 Valuation of Variations

- (a) Variations will be valued as follows:
 - (i) where the Variation is to a part of the Works to which a Bill of Quantities relates, the prices, rates and amounts set out in the priced Bill of Quantities, approved by LLVJV, will be used;
 - (ii) where the Variation is to a part of the Works to which the prices, rates or amounts set out in Schedule C – Subcontract Sum relates, the prices, rates and amounts set out in Schedule C will be used;
 - (iii) where the Variation involves work, for which a rate is stated in Schedule C – Subcontract Sum, that rate will be used; and
 - (iv) where clauses 19.4(a)(i), 19.4(a)(ii) and 19.4(a)(iii) do not apply, or, if in LLVJV's opinion, the rates set out in the Bill of Quantities or Schedule C – Subcontract Sum cannot be applied reasonably to the Variation, LLVJV will determine a fair valuation,and the Subcontract Sum will be increased or decreased by the valuation, as applicable.
- (b) For the purposes of clause 19.4(a) if the rates and prices to be applied to the Variation are not specified to include profit and overheads, the variation will include an allowance for profit and overheads calculated at the rates specified in Schedule A - Subcontract Particulars.

19.5 Variations for the convenience of the Subcontractor

- (a) If the Subcontractor requests LLVJV's Representative to approve a Variation for the convenience of the Subcontractor, LLVJV's Representative may do so in writing. The approval may (in the absolute discretion of the LLVJV's Representative) be conditional.
- (b) Unless LLVJV's Representative otherwise directs in the notice approving the Variation under this clause 19.5, the Subcontractor shall not be entitled to:
 - (i) an extension of time for Substantial Completion; or
 - (ii) extra payment; and
 - (iii) will have no Claim,in respect of the Variation or anything arising out of the Variation which would not have arisen had the Variation not been approved.
- (c) LLVJV's Representative shall not be obliged to approve a Variation for the convenience of the Subcontractor.
- (d) The Subcontractor acknowledges and agrees that no Variation will invalidate the Subcontract.

19.6 Dayworks

- (a) Notwithstanding clause 19.4(a), LLVJV may instruct the Subcontractor to carry out a Variation as dayworks. Variations which are to be carried out as dayworks will be valued as follows:
 - (i) if the Variation involves work, plant or equipment, for which a rate is stated in Schedule C – Subcontract Sum, that rate will be used;
 - (ii) if the Variation involves work, plant or equipment, for which a rate is not stated in Schedule C – Subcontract Sum, LLVJV will determine a fair rate; and
 - (iii) if the Variation involves Materials, the invoiced cost to the Subcontractor (after deducting any trade or other discounts) will be used, together with the percentage stated in Schedule A - Subcontract Particulars for overhead and profit (if any).
- (b) If LLVJV instructs the Subcontractor to carry out a Variation as dayworks, the Subcontractor must provide its daily record of labour, plant and equipment hours worked and the quantity of Materials used, and present its claim for payment by 10.00am on the next Business Day that follows the day on which the daywork was performed by the Subcontractor, for LLVJV's approval. Compliance with this clause 19.6(b) is a condition precedent to any entitlement or Claim for payment against LLVJV.

20. MEASUREMENT, PAYMENT AND ADJUSTMENT OF THE SUBCONTRACT SUM

20.1 Performance and payment

- (a) The Subcontractor will be paid the Subcontract Sum as either a Lump Sum or Schedule of Rates basis, as stated in Schedule A - Subcontract Particulars. If one of the two options in Schedule A is not stated, the basis for payment will be Lump Sum.
- (b) Where payment is to be made on a Lump Sum basis:
 - (i) LLVJV must pay the Subcontractor the Subcontract Sum less any deductions LLVJV may be entitled to or required to make in accordance with the Subcontract or otherwise at law;
 - (ii) the quantities and rates in Schedule C – Subcontract Sum do not form part of the Subcontract except to the extent expressly stated in the Subcontract. They are included in Schedule C – Subcontract Sum for the sole purpose of assisting in the valuation of payment claims and Variations under clauses 20.3 and 19.4 respectively; and
 - (iii) any change in the quantity of work listed in Schedule C - Subcontract Sum shall not constitute a Variation or give the Subcontractor a right under this Subcontract to any extension to the Date for Substantial Completion, or to any monetary compensation, except where such change arises from a Variation directed in accordance with clause 19.1.
- (c) Where payment is to be made on a Schedule of Rates basis, the following will apply and clause 20.1(b) will be of no effect:
 - (i) payment to the Subcontractor will be calculated strictly using the rates contained in Schedule C – Subcontract Sum and the measured quantities of work actually executed in accordance with the Subcontract;

- (ii) the Subcontract Sum will be adjusted in accordance with clauses 20.1(c)(v), 20.1(c)(vi) and 20.1(c)(vii) to accord with the final quantities of work executed and adjusted by any additions or deductions made pursuant to the Subcontract or that LLVJV is otherwise entitled to make at law;
 - (iii) the description of work, quantities and rates in Schedule C – Subcontract Sum do not form part of the Subcontract but are estimates only and are inserted in Schedule C – Subcontract Sum for the purpose of providing an estimate of the value of the work to be performed and assisting in the valuation of payment claims and Variations under clauses 20.3 and 19.4 respectively;
 - (iv) any increase, decrease or deletion in any quantity of work listed in Schedule C shall not constitute a Variation nor does it give the Subcontractor a right under the Subcontract to any extension to the Date for Substantial Completion, or to any monetary compensation, unless such change arises from a Variation directed in accordance with clause 19.1;
 - (v) where otherwise than by reason of a direction of LLVJV to vary the work under the Subcontract, the actual quantity of an item required to perform the Subcontract is greater or less than the quantity in Schedule C – Subcontract Sum:
 - (A) where LLVJV accepted a lump sum for the item, the cost of the change in quantity will be deemed to be included in the lump sum; or
 - (B) where LLVJV accepted a rate for the item, the rate will apply to greater or lesser quantities, unless otherwise directed by LLVJV in which case a new rate will be valued under clause 19;
 - (vi) where a section or item does not appear in Schedule C – Subcontract Sum the cost thereof is deemed to be included in the rate or price for the section or item associated with that section or item but where there is not a section or item associated with that section or item the cost thereof is deemed to be included in the rates or prices generally;
 - (vii) where any section or item in Schedule C – Subcontract Sum is unpriced by the Subcontractor all costs applicable to that section or item are deemed to be included elsewhere in Schedule C – Subcontract Sum; and
 - (viii) the Subcontractor must carry out the work under the Subcontract despite the actual quantity of a section or item being greater than or less than the quantity shown in Schedule C – Subcontract Sum for that section or item.
- (d) The Subcontract Sum is not subject to adjustment for rise and fall in costs.

20.2 Payment claims

- (a) The Subcontractor must claim payment from LLVJV:
 - (i) monthly, on the reference date stated in Schedule A - Subcontract Particulars (or if no day is stated on the 25th day of each month); and
 - (ii) within the time prescribed by clause 20.8(a); or
 - (iii) to the extent that the Subcontract is terminated under clause 21.7 or clause 21.8, in accordance with clause 21.5(b).
- (b) A payment claim must show:
 - (i) the Subcontract value of the Works completed (excluding Variations, but allowing for Variation omissions), valued in accordance with clauses 20.3 and 20.4;
 - (ii) the value of work completed on Variations, valued in accordance with clause 19;
 - (iii) the total amount determined under clauses 20.2(b)(i) and 20.2(b)(ii), less the amount previously paid to the Subcontractor; and
 - (iv) any other amounts to which the Subcontractor is then entitled under the Subcontract.

20.3 Valuation of the Works

- (a) For the purpose of payment claims, the Subcontract value of the Works will be determined as follows:
 - (i) where a priced Bill of Quantities has been approved by LLVJV in accordance with clause 3.1, the prices, rates and amounts set out in that priced Bill of Quantities will be used;

- (ii) where payment is to be made on a Schedule of Rates basis, the prices, rates and amounts set out in Schedule of Rates in Schedule C – Subcontract Sum will be used; and
 - (iii) where there is no priced Bill of Quantities to be approved by LLVJV and the Subcontractor is to be paid on a Lump Sum basis, LLVJV will determine a fair valuation, having regard to the Subcontract Sum and the extent of the Works completed.
- (b) If the representatives of LLVJV and the Subcontractor fail to agree on measurements, the measurements made by LLVJV's Representative will be used to calculate the value of the Works and the amount payable in a payment schedule;

20.4 Payment for unfixed or off-Site Materials

- (a) Where prior written approval has been given by LLVJV, the Subcontractor may include in its payment claim the Subcontract value of unfixed or off-site Materials intended for the Site, subject to the Subcontractor:
- (i) providing satisfactory evidence to LLVJV that the Materials are:
 - (A) in good repair and condition;
 - (B) in the Subcontractor's possession (except where otherwise directed under the Subcontract);
 - (C) not subject to a charge, lien or other matter, which may affect LLVJV's ownership of the Materials;
 - (D) stored in adequate facilities and kept separate from other Materials;
 - (E) marked in the name of the Project and in the name of LLVJV or the Principal (as LLVJV directs);
 - (F) paid in full; and
 - (G) insured for their full replacement value in the joint names of the Subcontractor and LLVJV; and
 - (ii) furnishing to LLVJV an unconditional and irrevocable undertaking provided by a financial institution approved by LLVJV, in a form acceptable to LLVJV, for an amount equal to the amount claimed by the Subcontractor for the unfixed or off-site Materials. The undertaking will be returned to the Subcontractor after the Materials have been fixed or delivered to the Site, upon request from the Subcontractor.
- (b) Ownership of the Materials vests immediately in (and remains with) LLVJV upon the making of payment for the Materials. The Subcontractor must not remove the Materials from the Site or other storage place approved by LLVJV, without the prior written approval of LLVJV.
- (c) Upon request from LLVJV, the Subcontractor must grant (or arrange for the granting of) access to LLVJV to the places where off-site Materials are stored.
- (d) The Subcontractor must deliver off-site Materials to the Site in accordance with the Subcontractor's Programme, or by such other date(s) as may be required by LLVJV.
- (e) LLVJV may, upon reasonable notice to the Subcontractor, enter upon premises where Materials are stored and take possession of them.

20.5 Conditions precedent to payment

- (a) LLVJV is not obliged to make a payment to the Subcontractor until the Subcontractor has delivered to LLVJV:
- (i) a statutory declaration, completed by an authorised employee of the Subcontractor in the form of Schedule L - Statutory Declaration;
 - (ii) written evidence that all insurances required to be effected under the Subcontract and maintained by the Subcontractor, have been effected and maintained to the satisfaction of LLVJV;
 - (iii) details of the Subcontractor's quality, industrial, environmental, health and safety (EH&S) systems, policies and agreements, as required by LLVJV;
 - (iv) information required under clauses 6.3, 6.4, 6.5 and 10.4;

- (v) if the Works are being carried out in New South Wales, a completed statement in the form of Schedule J - Subcontractor's Statement;
 - (vi) if the payment claim is the final payment claim under clause 20.8, an executed deed of release in the form of Schedule M - Deed of Release; and
 - (vii) a list of all labour hire firms, subcontractors and suppliers engaged by the Subcontractor in connection with the Works.
- (b) Without limitation to clause 20.5(a), LLVJV is not obliged to make a payment to the Subcontractor if at the date of the claim the Subcontractor has not complied with clause 13.7(a).

20.6 Payment schedule and payment

- (a) Within 10 Business Days of receipt of a payment claim (including the Final Statement under clause 20.8(a)) issued on the reference date stated in Schedule A - Subcontract Particulars, LLVJV must assess the claim and issue a payment schedule to the Subcontractor, which identifies the payment claim to which the payment schedule relates and sets out:
- (i) subject to clause 4, the amount of retention monies to be deducted at the rate and to the limit referred to in Schedule A - Subcontract Particulars;
 - (ii) any amounts otherwise due under the Subcontract from;
 - (A) LLVJV to the Subcontractor; and
 - (B) the Subcontractor to LLVJV, including under clause 13.7;
- (b) any amount LLVJV is otherwise entitled to retain, deduct, withhold or set off from or against the Subcontractor, including under clause 17.9;
- (c) the amount (if any) which LLVJV proposes to pay to the Subcontractor; and
- (d) if the amount in clause 20.6(c) is less than the amount claimed in the payment claim, the reasons why, including why LLVJV has retained, deducted, withheld or set off any amounts from or against the Subcontractor (as applicable).
- (e) The amount referred to in the payment schedule in respect of clause 20.6(c) is the amount of a "progress payment" under the SOP Legislation, calculated in accordance with the General Conditions of Contract.
- (f) Subject to clause 20.6(g), the Subcontractor must provide LLVJV with a tax invoice prior to receiving any payment under the Subcontract and provision of a tax invoice will be a precondition to payment.
- (g) If clause 20.6(g) is specified in Schedule A - Subcontract Particulars to be applicable then clause 20.6(f) is of no effect and LLVJV must issue a recipient created tax invoice for the amount certified under clause 20.6(c). The Subcontractor must not issue a tax invoice to LLVJV.
- (h) Subject to clause 20.5, LLVJV must pay to the Subcontractor the amount referred to in clause 20.6(c) by the Due Date for Payment.
- (i) Where under any payment schedule or Final Certificate an amount is due from the Subcontractor to LLVJV, the Subcontractor must pay to LLVJV that amount within 10 Business Days of the payment schedule or Final Certificate being issued.
- (j) All payments other than the final payment will be deemed to be on account only. Any payment (final or otherwise) will not be evidence of the value of any part or parts of the Works, or an admission that any work has been executed satisfactorily by the Subcontractor on behalf of LLVJV.

20.7 Payments to Subcontractor's subcontractors

If LLVJV believes, in its bona fide opinion, that the Subcontractor has not paid all amounts, owing or allegedly owing, to (or on behalf of) its employees, subcontractors or suppliers, LLVJV may give written notice to the Subcontractor of its opinion. If the Subcontractor fails to satisfy LLVJV (within any period specified by LLVJV in the notice), in its absolute discretion, that all amounts have been paid:

- (a) LLVJV may pay the amount(s) (or part thereof) to the Subcontractor's employees, subcontractors or suppliers directly, on behalf of the Subcontractor (however, is under no obligation to do so); and
- (b) the amount(s) paid in accordance with clause 20.7(a), will be deemed to be part satisfaction of LLVJV's obligation to pay the Subcontractor under clause 20.6(h) and clause 20.8(f).

20.8 Final Statement, Final Certificate, Deed of Release

- (a) Within 20 days after the date upon which a Certificate of Substantial Completion is issued for the Works, the Subcontractor must submit to LLVJV its final payment claim and complete and return Schedule Q - Final Statement.
- (b) Within 10 Business Days of receipt by LLVJV of the Final Statement, LLVJV must issue a Final Certificate to the Subcontractor. If the Subcontractor fails to issue a Final Statement to LLVJV in accordance with clause 20.8(a), LLVJV may issue a Final Certificate to the Subcontractor at any time.
- (c) In addition to satisfying the requirements of clause 20.6(a)(i) to clause 20.6(d), LLVJV must set out in the Final Certificate, the amount which is due from LLVJV to the Subcontractor, or from the Subcontractor to LLVJV, arising out of, or in connection with, the subject matter of the Subcontract.
- (d) The Final Certificate will only be evidence of an amount due by LLVJV to the Subcontractor and will not otherwise relieve the Subcontractor of any liability under, or in connection with, the Works or the Subcontract.
- (e) Within 10 Business Days after receipt by the Subcontractor of the Final Certificate, the Subcontractor must execute and return Schedule M - Deed of Release to LLVJV.
- (f) If LLVJV has determined that an amount is due to the Subcontractor, LLVJV must pay that amount within 10 Business Days after LLVJV receives Schedule M - Deed of Release from the Subcontractor in accordance with clause 20.8(e).
- (g) The only reference date under the Subcontract after the Date of Substantial Completion of the Works, is the day being 20 days after the date upon which the Certificate of Substantial Completion is issued for the Works, provided that this clause 20.8 will not prevent the Subcontractor from its entitlements under clause 4.2.

20.9 Release of Claims

The parties acknowledge that, whether or not the Subcontractor executes and returns Schedule M - Deed of Release to LLVJV in accordance with clause 20.8(e), upon the expiry of 15 Business Days after the issue of the Final Certificate, the Subcontractor releases LLVJV, to the extent permitted by law, from any Claim except for:

- (a) any claim for payment of the amount shown in the Final Certificate in accordance with the Subcontract;
- (b) any claim for release of retention monies or security, which falls due for release after the date of the Final Certificate; and
- (c) any Claim which is then the subject of a Dispute, notified to LLVJV in accordance with clause 22, expert determination, litigation or other proceeding that is not otherwise time barred.

LLVJV may rely upon the release provided under this clause 20.9 as an absolute defence to any claim brought by the Subcontractor, subject to the exceptions outlined in clause 20.9(a) to clause 20.9(c).

20.10 Set off

LLVJV may:

- (a) deduct from, or set off against, any amounts due to the Subcontractor under the Subcontract or otherwise at law in respect of the Works, or under any other agreement (whether in relation to the Project or otherwise); or
- (b) have recourse to any retention monies or security provided by the Subcontractor under the Subcontract, or provided by the Subcontractor under any other agreement (whether in relation to the Project or otherwise),

for Losses which:

- (c) the Subcontractor is liable to pay under the Subcontract; or
- (d) LLVJV believes, in its bona fide opinion, that it has suffered, or is likely to suffer, as a result of a breach of the Subcontract by the Subcontractor, or any negligent act or omission by the Subcontractor's Personnel, or their visitors; and
- (e) the Subcontractor is required to pay to LLVJV (or is likely to be required to pay to LLVJV, in LLVJV's bona fide opinion) arising out of, or in connection with, the Subcontract, or any other agreement (whether in relation to the Project or otherwise).

20.11 Audit and inspection of Subcontractor's records

- (a) The Subcontractor must keep and maintain proper, accurate and reasonably detailed books and records in connection with its performance under, and payments made in connection with the Subcontract and all transactions which relate in any way to the Subcontract and ensure that such books and records present a true and fair view of those payments and transactions.
- (b) The Subcontractor will implement and at all times maintain appropriate internal controls to ensure that any payments or transactions which relate to the Subcontract or the performance of it are properly, accurately and completely recorded.
- (c) Upon request from LLVJV, the Subcontractor must make available for inspection and audit by LLVJV (or its nominee), all records and other documents in its possession, including payroll and taxation records, to allow LLVJV to ascertain:
 - (i) whether the Subcontractor has complied with its obligations under the Subcontract (including the representations, warranties and undertakings in clause 26.2);
 - (ii) whether the Subcontractor has paid all relevant taxes, duties or other statutory fees and charges;
 - (iii) whether the Subcontractor has made payments to its subcontractors, suppliers and labour hire firms (whether in relation to the Works or otherwise) in accordance with the conditions of relevant subcontracts, supply and labour hire agreements; and
 - (iv) the solvency (or otherwise) of the Subcontractor.
- (d) The Subcontractor will provide any information and assistance reasonably required by LLVJV, or its nominee, in connection with such inspection and audit, including access to its key personnel.
- (e) The Subcontractor must ensure that where LLVJV, or any auditor or nominee appointed by LLVJV, is entitled to access any Protected Information (as it has the meaning given in the *Privacy Act 1988* (Cth)) or Personal Information under this clause 20.11, or any other provision of the Subcontract, relating to any:
 - (i) employees;
 - (ii) subcontractors; or
 - (iii) agents,of the Subcontractor, or any of its subcontractors or their agents, that notifications have been provided to, and consents have been obtained from, the relevant individual in accordance with the *Privacy Act 1988* (Cth) and any other applicable Statutory Requirements dealing with privacy, to enable LLVJV, and any auditor or nominee appointed by LLVJV, to inspect, collect, use and retain such information in their records.
- (f) The Subcontractor indemnifies LLVJV against any Losses suffered or incurred by LLVJV arising out of, or in connection with, a breach of the obligations of the Subcontractor under this clause 20.11.

21. TERMINATION

21.1 Preservation of other rights

If a party breaches or repudiates the Subcontract, nothing in this clause 21 will prejudice the right of the other party to recover damages, or exercise any other right or remedy.

21.2 Default by the Subcontractor

- (a) If the Subcontractor defaults in one or more of the following respects:
 - (i) fails to effect or maintain insurance required under the Subcontract;
 - (ii) fails to provide security required under the Subcontract;
 - (iii) wholly or partly suspends the Works, without reasonable cause;
 - (iv) fails to proceed with the Works regularly or diligently;
 - (v) fails to proceed with the Works in a competent manner;
 - (vi) fails to comply, or unreasonably delays in complying, with a written direction given by LLVJV;
 - (vii) fails to proceed with the Works in accordance with clause 15 programming requirements;

- (viii) fails to carry out the Works or any part of the Works in accordance with the requirements of the Subcontract;
- (ix) a breach of any of the representations, warranties or undertakings in clause 26.2 has occurred or, in the reasonable opinion of LLVJV, is likely to occur or has occurred;
- (x) a Probity Event has occurred or, in the reasonable opinion of LLVJV, is likely to occur, or the Subcontractor has otherwise breached Applicable Anti-Corruption Laws, or in the reasonable opinion of LLVJV such breach is likely to occur, or
- (xi) any other act or omission of the Subcontractor that places LLVJV in material breach of the Head Contract.

LLVJV may issue the Subcontractor a notice specifying the default.

- (b) If within 3 days after receipt of a notice under clause 21.2(a), the Subcontractor fails to:

- (i) rectify the default; or
- (ii) in the event of a default under clause 21.2(a)(vii), clause 21.2(a)(viii), clause 21.2(a)(ix) or clause 21.2(a)(x), fails to satisfy LLVJV that LLVJV should not exercise its rights under this clause 21.2(b),

LLVJV may, upon written notice to the Subcontractor:

- (iii) terminate the Subcontract; or
 - (iv) take over the Works (or any part of the Works) to be completed and suspend payment in respect of any such Works taken over.
- (c) If the Subcontractor defaults in one or more of the respects outlined in clause 21.2(a) and LLVJV has previously issued a notice to the Subcontractor under clause 21.2(a), LLVJV may, by written notice to the Subcontractor:
 - (i) terminate the Subcontract; or
 - (ii) take over the Works (or any part of the Works) to be completed and suspend payment in respect of any such Works taken over.

21.3 Insolvency

If the Subcontractor:

- (a) stops or suspends payment of its debts, or if LLVJV suspects, on reasonable grounds, that the Subcontractor is unable to pay its debts as they fall due;
- (b) ceases, or threatens to cease, carrying on its business;
- (c) commits an act of bankruptcy, becomes the subject of a bankruptcy petition, or is declared bankrupt;
- (d) calls a meeting of creditors, or the Subcontractor proposes to enter into a composition or scheme of arrangement for the benefit of its creditors (except for the purposes of reconstruction to which LLVJV has consented);
- (e) has a mortgagee seek to exercise a right of possession, management or control over the whole or a part of the Subcontractor's property;
- (f) has execution or other processes levied against it by creditors;
- (g) fails to comply with a statutory demand (within the meaning of Section 459F(1) of the *Corporations Act 2001* (Cth));
- (h) has a winding up order made against it or (except for the purposes of reconstruction to which LLVJV has consented) passes, or attempts to pass, a resolution for winding up;
- (i) takes, or has taken, or instituted against it, an action or proceedings, whether voluntary or compulsory, which has the object of, or which may result in, the winding up of the Subcontractor (except for the purposes of reconstruction to which LLVJV has consented);
- (j) is a party to the appointment of, or has an Official Manager, Receiver, Receiver and Manager, Trustee, Administrator, Liquidator, Provisional Liquidator or other Controller (as defined in the *Corporations Act 2001* (Cth)) or similar appointee appointed to the whole, or a part of, its property or undertaking;

- (k) is the subject of anything analogous, or with a substantially similar effect, to any of the events specified in clauses 21.3(a) to 21.3(i); or
- (l) provides a statement to LLVJV under clause 20.5(a)(i), which is incorrect or misleading in any respect, makes a representation, or provides any statement or declaration to LLVJV as to any matter connected with the Subcontractor's financial status or solvency, which is incorrect or misleading in any respect,

LLVJV may, upon written notice to the Subcontractor, terminate the Subcontract.

21.4 Subcontractor's deregistration or non-compliance with industrial requirements, Environment, Health and Safety (EH&S) Requirements or the Global Minimum Requirements

If the Subcontractor:

- (a) is required to be registered or licensed under legislation for the purposes of, or incidental to the execution of, the Works and the Subcontractor is not registered or licensed, or that registration or licence is cancelled, withdrawn or suspended; or
- (b) breaches a provision of the Subcontract relating to industrial or environment, health and safety (EH&S) requirements,

LLVJV may, by written notice to the Subcontractor, terminate the Subcontract.

21.5 Provisions on termination

- (a) If the Subcontract is terminated under clauses 21.2, 21.3, 21.4 or 21.9 (or is deemed terminated), or LLVJV has terminated the Subcontract due to repudiation by the Subcontractor, without prejudice to any other rights or remedies LLVJV may have:
 - (i) LLVJV may employ and pay other persons to carry out and complete the Works and such persons, including LLVJV, may:
 - (A) enter upon the Site, the Subcontractor's premises, or a place where plant or Materials intended for use in the Works are stored, and take possession of such plant or Materials;
 - (B) use all temporary buildings, tools, plant and Materials intended for delivery to, or placed on, or adjacent to, the Site; and
 - (C) purchase all Materials and do all other acts and things necessary for the carrying out and completion of the Works, in accordance with the Subcontract;
 - (ii) subject to clause 21.5(c), the Subcontractor must not, and must ensure that the Subcontractor's Personnel do not, remove plant, Materials, tools or temporary buildings from the Site, the Subcontractor's premises or a place where they are located or stored;
 - (iii) the Subcontractor must assign to LLVJV the benefit of any agreements for the hire or supply of plant or Materials, or for the execution of work under the Subcontract, if and when requested by LLVJV. LLVJV may pay the hirer, supplier or subcontractor, if payment has not been made by the Subcontractor. Any amount paid by LLVJV on behalf of the Subcontractor in accordance with this clause 21.5(a)(iii) will be a debt due from the Subcontractor to LLVJV and LLVJV may set off such amount from any payments due to the Subcontractor;
 - (iv) until the Works under the Subcontract, including Variations, have been completed and all Defects have been rectified, LLVJV will not be obliged, whether by a provision of the Subcontract or otherwise, to make a payment to the Subcontractor or release any security held by LLVJV under clause 4.2; and
 - (v) the Subcontractor indemnifies LLVJV against all Losses suffered or incurred by LLVJV arising out of, or connected with, such termination, including the costs of completing the Works to the extent such costs are greater than the amount that would have been paid to the Subcontractor under the Subcontract in respect of those works.
- (b) If the Subcontract is terminated under clauses 21.7 or clause 21.8 (or is deemed terminated), the Subcontractor may only make one payment claim after the termination of the Subcontract, which must be submitted to LLVJV within 20 days of the date of termination of the Subcontract.
- (c) If the Subcontract is terminated for any reason, the Subcontractor must, if requested by LLVJV, remove from the Site all or part of its temporary buildings, tools, plant and Materials and leave the Site free of rubbish and debris, within the time prescribed. If the Subcontractor fails to comply with

LLVJV's request under this clause 21.5(c), LLVJV may notify the Subcontractor, in writing, of its intention to sell or remove any of the Subcontractor's property and to hold the proceeds to the credit of the Subcontractor, after deducting all Losses suffered or incurred by LLVJV, together with the amount of any other Claims LLVJV may have against the Subcontractor.

- (d) This clause 21.5 survives termination or expiration of the Subcontract.

21.6 Works taken out of the hands of the Subcontractor

- (a) If LLVJV takes over the Works (or any part of the Works) in accordance with clause 21.2(b)(iv) or clause 21.2(c)(ii):
- (i) the Subcontractor will be obliged to complete any parts of the Works not taken over by LLVJV, in accordance with the requirements of the Subcontract;
 - (ii) LLVJV may complete those Works taken over;
 - (iii) the Subcontractor will not be entitled to any payment in respect of those Works taken over, including any payment for overhead and profit in respect of those Works;
 - (iv) LLVJV may use such of the Material on, or in the vicinity of, the Site, as were used, intended, or proposed to be used by the Subcontractor for the purposes of completing those Works taken over, without payment or compensation to the Subcontractor;
 - (v) LLVJV will keep records of the costs incurred by LLVJV in completing the Works taken over; and
 - (vi) upon completion of the Works, LLVJV must calculate the costs of completing the Works, including all Losses incurred by LLVJV, and notify the Subcontractor of LLVJV's assessment.
- (b) If the amount referred to in clause 21.6(a)(vi) is greater than the amount that would have been paid to the Subcontractor under the Subcontract in respect of those works, the difference will be a debt due and payable by the Subcontractor to LLVJV.

21.7 Termination of the Head Contract

- (a) If the Head Contract is terminated for any reason, LLVJV may, by written notice to the Subcontractor:
- (i) terminate the Subcontract; or
 - (ii) novate the Subcontract to the Principal or the Principal's nominee, on the terms in Schedule N – Deed of Novation, or on such other terms reasonably required by LLVJV or the Principal.
- (b) Subject to clause 20.10 and clause 21.7(c), if the Subcontract is terminated pursuant to clause 21.7(a)(i), the liability of LLVJV in respect of any Claim by the Subcontractor arising out of, or in connection with, such termination, will be limited to:
- (i) the unpaid value of Works completed in accordance with the Subcontract immediately prior to termination (calculated in accordance with clause 20.3);
 - (ii) the cost of Materials, properly ordered and intended for incorporation in the Works, for which the Subcontractor has paid, or is legally bound to pay, and ownership of such Materials will pass to LLVJV upon payment by LLVJV; and
 - (iii) the reasonable cost of removal from the Site of the Subcontractor's tools, temporary buildings, plant and Materials (provided that the Subcontractor has taken reasonable steps to mitigate such costs).
- (c) LLVJV's liability to the Subcontractor under clause 21.7(b) is limited to the extent LLVJV is entitled to be paid corresponding amounts by the Principal under the Head Contract (whether or not such amounts are actually paid to LLVJV). Provided, however, that if the Head Contract is terminated due to an act or omission of the Subcontractor, the Subcontract will be deemed terminated under clause 21.2(b)(iii).
- (d) LLVJV will not be obliged to make any payment to the Subcontractor until the Subcontractor has complied with clause 21.5(b).

21.8 Termination for convenience

- (a) LLVJV may, upon 5 Business Days written notice to the Subcontractor, terminate the Subcontract at any time. Subject to clause 20.10, if the Subcontract is terminated in accordance with this clause 21.8, the liability of LLVJV in respect of any Claim by the Subcontractor arising out of, or in connection with, such termination, will be limited to those amounts under clause 21.7(b)(i) to clause 21.7(b)(iii).
- (b) LLVJV will not be obliged to make any payment to the Subcontractor until the Subcontractor has complied with clause 21.5(b).

21.9 Termination for change in Control

If there is change in Control of the Subcontractor, LLVJV may, in its absolute discretion, terminate the Subcontract by written notice to the Subcontractor. Upon termination of the Subcontract the provisions of clause 21.5 will apply, as if the termination was effected by LLVJV pursuant to clause 21.2(b)(iii).

22. SETTLEMENT OF DISPUTES

22.1 Notice of Dispute

If a Dispute arises between LLVJV and the Subcontractor, either party may issue a Notice of Dispute, in writing, to the other party. The Notice of Dispute must identify the particulars of the Dispute.

22.2 Conference

- (a) Within 10 Business Days after receiving a Notice of Dispute under clause 22.1, LLVJV's Representative and the Subcontractor's Representative must confer, and in good faith, attempt to resolve the Dispute.
- (b) If, within 2 Business Days of the first meeting under clause 22.2(a) the dispute or difference is not resolved, a delegate of LLVJV and a delegate of the Subcontractor Representative must again confer within a further 7 Business Days, and in good faith, attempt to resolve the Dispute.
- (c) If, within 20 Business Days of the first meeting under clause 22.2(a), the dispute or difference is not resolved, the chief executive of LLVJV or his or her nominee and the chief executive of the Subcontractor must confer within a further 10 Business Days, and in good faith, attempt to resolve the dispute or difference.
- (d) All aspects of conference(s) under this clause 22.2 will be privileged, other than the fact that such conference(s) occurred.

22.3 Litigation or court

- (a) Unless otherwise agreed, if the Dispute is not resolved in the meeting convened pursuant to clause 22.2(c), then either party may commence legal proceedings in respect of the Dispute.
- (b) Except as provided by clause 22.3(c), neither party may commence any legal proceedings against the other party, unless the requirements of clause 22 have first been satisfied or the other party has failed or refused to participate in a conference requested by a party pursuant to clause 22.2(a), clause 22.2(b) or clause 22.2(c).
- (c) Nothing will prejudice the right of a party to institute proceedings to enforce a payment, which is due under the Subcontract, or seek urgent or injunctive relief.

22.4 Consolidation of Head Contract disputes

Where a Dispute concerns any right, obligation, relief, benefit or entitlement under the Head Contract, LLVJV may give written notice to the Subcontractor, requiring:

- (a) the determination of the Dispute with any related dispute under the Head Contract (**Head Contract Dispute**) in accordance with the dispute resolution procedures under the Head Contract; or
- (b) the Dispute and the Head Contract Dispute to be considered at the same time, or immediately before or after the other; or
- (c) the proceedings of the Dispute to be stayed until the determination of the Head Contract Dispute.

If LLVJV exercises an option under this clause 22.4, LLVJV will provide the Subcontractor with a copy of the relevant Head Contract provisions relating to the notification of claims and resolution of disputes.

22.5 Related Subcontract disputes

Where a Dispute raises issues (whether in fact, law, or fact and law) which relate to, or concern issues raised in, a dispute between LLVJV and other subcontractors or consultants of LLVJV (a **Related Subcontractor Dispute**) LLVJV may require:

- (a) the Subcontractor to be joined to any litigation referred to the court; or
- (b) the Dispute and the Related Subcontractor Dispute to be heard at the same time, or immediately before or after the other; or
- (c) the proceedings of the Dispute to be stayed until the determination of the Related Subcontractor Dispute.

22.6 Continuing obligations

Notwithstanding the existence of a Dispute, LLVJV and the Subcontractor must, subject to clause 21 and clause 22.3(c), continue to perform their obligations under the Subcontract.

22.7 Survival

This clause 22 survives termination or expiration of the Subcontract.

23. PREFERRED SUPPLIER BENEFITS

LLVJV discloses to the Subcontractor, and the Subcontractor acknowledges, that LLVJV may receive a benefit (including valuable consideration) from a supplier to the Subcontractor in respect of products for use in the Works, including those products which LLVJV may advise are preferred products.

24. GST

24.1 GST

- (a) If a taxable supply is made under, or in connection with, the Subcontract, the consideration payable for that supply, unless expressly stated to include GST, will be increased by an amount equal to the GST payable and, subject to clause 24.2, the supplier must issue a tax invoice to the recipient.
- (b) A party making a supply ("Supplier") must issue an adjustment note to the recipient of the supply in respect of any adjustment event and the difference between the Supplier's net GST, taking the adjustment event into account, and the amount paid by the recipient under clause 24.1(a) must be paid by, or credited to, the recipient (as applicable). LLVJV may deduct from, or set off, any amount which is required to be refunded by the Subcontractor under this clause 24.1(b) against any amount otherwise due to the Subcontractor.
- (c) Amounts for which a party is to be indemnified, reimbursed, or which are used in determining the consideration payable under the Subcontract, are to be net of any input tax credit, for which the payee is entitled (and otherwise on GST exclusive basis).
- (d) Any policy of insurance required to be effected or maintained under the Subcontract must cover any liability for GST, which may arise upon settlement of a claim pursuant to that policy.

24.2 Recipient Created Tax Invoices

The parties acknowledge that:

- (a) subject to clause 20.6, LLVJV may issue tax invoices in respect of all supplies under, or in connection with, the Subcontract and the Subcontractor will not issue tax invoices;
- (b) a payment claim made under the Subcontract is not a tax invoice;
- (c) the Subcontractor is registered for GST and will notify LLVJV if it ceases to be registered;
- (d) LLVJV is registered for GST and will notify the Subcontractor if it ceases to be registered, or if it ceases to satisfy any of the requirements of any tax ruling relating to the issue of recipient created tax invoices; and
- (e) if one, or more, of the criteria, which must be satisfied to allow LLVJV to issue recipient created tax invoices, is not satisfied, such that LLVJV cannot issue a tax invoice in respect of supplies made under, or in connection with, the Subcontract, the Subcontractor must issue a tax invoice (being an invoice that complies with GST Law and contains both the ABN details of LLVJV and the Subcontractor) to LLVJV for the amount specified by LLVJV, when requested.

If LLVJV makes a request under this clause 24.2(e), LLVJV will not be required to make a payment under the Subcontract in respect of such request until the Subcontractor has provided a tax invoice in relation to that payment in the form and amount required by LLVJV.

24.3 Interpretation

Terms defined in the GST Law, as that term is defined under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in the Subcontract, unless stated otherwise.

25. PPSA

25.1 Security Interests

LLVJV may be granted Security Interests against the Subcontractor in respect of equipment held by the Subcontractor as bailee for and on behalf of LLVJV where LLVJV is a bailor under a PPS lease (as defined in the PPSA).

25.2 Registration of Security Interest

- (a) LLVJV may at any time and from time to time take any steps that it considers advisable in its absolute discretion to perfect, protect, record, register, amend or remove the registration of any Security Interest in favour of LLVJV, including:
 - (i) each Security Interest to which reference is made in clause 25.1; and
 - (ii) (any other Security Interest in respect of any other property in relation to which the Subcontractor has at any time a sufficient right, interest or power to grant a Security Interest, if LLVJV at any time forms a belief on reasonable grounds that by virtue of any fact, matter or thing in respect of this Contract, LLVJV is, or will become, a Secured Party (as defined in the PPSA) in relation to that property (provided that LLVJV gives the Subcontractor 28 days' notice of its intention to do so).
- (b) The Subcontractor irrevocably and unconditionally waives its right to receive notice of any verification statement in respect of any financing statement or financing change statement relating to any Security Interests registered on the PPS Register by LLVJV. For the purposes of this clause 25.2(b), "PPS Register", "verification statement" and "financing change statement" have the meanings in the PPSA.

25.3 Exclusion of PPSA provisions

- (a) For the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) LLVJV need not comply with PPSA sections 95 (notice of removal of accession), 121(4) (notice of enforcement of security interest in liquid assets), 125 (obligation to dispose of or retain collateral), 130 (to the extent that it requires LLVJV to give a notice of disposal to the Subcontractor), 132(3)(d) (contents of statement of account after disposal), or 132(4) (statement of account if no disposal); and
 - (ii) PPSA sections 142 (redemption of collateral) and 143 (reinstatement of security agreement) are excluded.
- (b) For the purposes of section 115(7) of the PPSA, LLVJV need not comply with PPSA sections 132 (secured party to give statement of account) and 137(3) (secured party's obligation to sell or lease collateral in accordance with section 128 if secured party is given a notice of objection).
- (c) Subject to section 275(7) of the PPSA, neither party will disclose the contents of this Subcontract, any amount secured by a Security Interest in favour of LLVJV, and the other information mentioned in section 275(1) of the PPSA under section 275(4) of the PPSA.

26. INTEGRITY

26.1 Definitions

For the purpose of this clause 26, the following definitions apply:

Applicable Anti-corruption Laws includes all applicable anti-bribery and anti-corruption laws in Australia, including but not limited to *Australian Criminal Code Act 1995* (Cth).

Applicable Sanctions mean any financial or economic sanction, or sanction related to trade, import or export of goods or provision of any service, administered or enforced by any official body within Australia.

Associated Persons means directors, officers, employees, consultants, agents, representatives, subsidiaries, sub-contractors, secondary sub-contractors and any other person or entity who performs services for or on behalf of the Subcontractor in connection with the Subcontract.

Facilitation Payments means any payment, benefit or other advantage provided, directly or indirectly, to a Government Official, which is made for the purposes of expediting or securing the performance of a routine government action.

Fit and Proper means the Subcontractor or its Associated Persons (as the context requires):

- (a) has the financial capacity, experience and capability to perform the obligations under the Subcontract;
- (b) in all dealings in relation to work it has been engaged to perform:
 - (i) acts with honesty and good faith towards all other persons connected to the performance of that work;
 - (ii) does not misinform or mislead other contractors (including sub-contractors), principal(s), any Government Official or any other person about any matter relating to the performance of the work it has been engaged to perform;
 - (iii) does not use its status, position, power or duties for the purposes of obtaining any direct or indirect preferential treatment or advantage for itself or any other person;
 - (iv) does not seek any gift or benefit that is intended, or likely to, influence or cause it to act in a manner that is biased or unfair; and
 - (v) maintains conduct consistent with high standards of ethical behaviour;
- (c) avoids conflicts of interest and any conduct which will have a prejudicial effect on the ability of the Subcontractor to perform and observe its obligations under the Subcontract; and
- (d) demonstrates behaviour consistent with public confidence in the Project or the reputation of LLVJV.

Government Official includes any of the following:

- (a) an executive, official, employee or agent of a governmental department, agency or instrumentality;
- (e) a director, officer, employee or agent of a wholly or partially government owned or controlled company or business;
- (f) a political party or official thereof, or candidate for political office; or
- (g) an executive, official, employee or agent of a public international organisation.

Probity Event means an event, matter or thing which may:

- (a) have an adverse impact upon the character, honesty or integrity of the Subcontractor or its Associated Persons;
- (h) have an adverse impact upon public confidence in the Project or the reputation of LLVJV;
- (i) in the reasonable opinion of LLVJV, suggests that a breach of the representations, warranties or undertakings in clause 26.2 by the Subcontractor or an Associated Person is likely to occur or has occurred; or
- (j) involve a failure to:
 - (i) achieve or maintain conduct consistent with high standards of ethical behaviour; or
 - (ii) avoid conflicts of interest or any conduct which will have a prejudicial effect on the ability of the Subcontractor to perform and observe its obligations under the Subcontract.

Probity Investigation means investigations:

- (a) in response to a Probity Event;
- (k) to report on the character, honesty and integrity of the Subcontractor or its Associated Persons, for the purpose of ensuring that the Subcontractor and its Associated Persons are Fit and Proper for its proposed or continued involvement in the Project; or
- (l) to test compliance with the Subcontract, and the representations, warranties and undertakings in clause 26.2;

in each case, as is required by law or LLVJV from time to time.

26.2 Representations, warranties and undertakings

- (a) The Subcontractor warrants and represents that:
- (i) it is a Fit and Proper person to enter into the Subcontract, and to perform the services in connection with the Subcontract and to its knowledge, having made reasonable enquiries, its Associated Persons are Fit and Proper persons;
 - (ii) it is in compliance with all Applicable Anti-corruption Laws and is not the subject of any Applicable Sanctions;
 - (iii) it has not committed any act or omission which causes or could cause it or LLVJV to breach, or commit an offence under Applicable Anti-corruption Laws; and
 - (iv) neither the Subcontractor nor any of its Associated Persons, to the best of its knowledge and belief having made reasonable enquiries:
 - (A) has been convicted of any offence involving money laundering or sanctions, bribery or corruption, fraud or dishonesty, including under Applicable Anti-corruption Laws, or admitted to such conduct;
 - (B) has been or is listed by any government agency as being excluded, debarred, suspended, proposed for exclusion, suspension or debarment, or otherwise ineligible to undertake work funded by any government; or
 - (C) has been disqualified from managing corporations under relevant laws, or has been found to be in breach of statutory and other obligations of directors and office holders under relevant laws.
- (b) The Subcontractor warrants that in relation to its performance under the Subcontract it will:
- (i) comply with all Applicable Anti-corruption Laws and ensure that its employees and Associated Persons understand and comply with Applicable Anti-corruption Laws;
 - (ii) behave as a Fit and Proper person in the performance of the Works, and ensure that its employees and Associated Persons behave as a Fit and Proper person in the performance of the Works;
 - (iii) not, without limiting clause 26.2(b)(i), either directly or indirectly, offer, make, cause to be made or accept any form of bribe, kickback, Facilitation Payment or political donation in connection with the Subcontract or otherwise for or on behalf of LLVJV;
 - (iv) immediately report to LLVJV any request or demand for any undue financial or other advantage of any kind received by the Subcontractor, or any offer of undue financial or other advantage of any kind to the Subcontractor, in connection with the performance of the Subcontract; and
 - (v) immediately notify LLVJV in writing if:
 - (A) it becomes aware of, or suspects, any breach of the representations, warranties and undertakings in this clause 26.2; or
 - (B) it becomes aware that a Probity Event has occurred or is likely to occur.
- (c) All notices required by clause 26.2(b)(iv) above must, at a minimum, describe the relevant event, when it occurred or is likely to occur and the circumstances giving rise to the actual or likely occurrence of the relevant event.
- (d) The Subcontractor repeats the representations and warranties set out in this clause 26.2 on every anniversary of the date of the Subcontract until the expiry of the Defects Liability Period. The Subcontractor shall provide such supporting evidence of compliance as LLVJV may reasonably request.

26.3 Assignment, subcontracting and delegation

The Subcontractor is responsible for ensuring all Associated Persons and other persons it engages who performs services or provides goods in connection with this Subcontract observe, perform and discharge the obligations in clauses 26.2, 26.4 and 26.5 of this Subcontract, and the Subcontractor is directly liable to LLVJV for any breach of those terms by those persons.

26.4 Probity Investigation

- (a) LLVJV shall have the right to conduct a Probity Investigation.

- (b) The Subcontractor will provide any information and assistance reasonably required by LLVJV in connection with a Probity Investigation, including access to its key personnel.
- (c) Upon receipt of notice by the LLVJV of its intention to conduct a Probity Investigation, the Subcontractor must, within 5 Business Days of receipt of that notice, procure the written consent, as required by law, to a Probity Investigation of each person in respect of whom LLVJV advises the Subcontractor it requires a Probity Investigation.
- (d) LLVJV may at any time require the Subcontractor to conduct a Probity Investigation in respect of an Associated Person, and the Subcontractor must conduct such Probity Investigations within a reasonable time as specified by LLVJV.
- (e) Without limiting clause 21, if:
 - (i) despite having used its best endeavours to obtain the consent of an Associated Person to a Probity Investigation, the Subcontractor has been unable to obtain such consent; or
 - (ii) a Probity Investigation conducted by LLVJV or the Subcontractor in accordance with the Subcontract gives rise to an adverse finding against an Associated Person,
 the Subcontractor shall comply with any direction of LLVJV to address the non-compliances identified by the Probity Investigation, which may include a direction to remove any Associated Person from their involvement in the Project.
- (f) Where a Probity Investigation conducted by LLVJV or the Subcontractor in accordance with the Subcontract reveals, in the reasonable opinion of LLVJV, a breach of any of the representations, warranties or undertakings in clause 26.2 by the Subcontractor or an Associated Person, any costs incurred by LLVJV in conducting such Probity Investigation shall become a debt due and payable by the Subcontractor to LLVJV.
- (g) This clause 26.4 survives termination or expiration of the Subcontract.

26.5 Breach and remedy provisions

- (a) Without limiting clause 21, in the event of a breach of any of the representations, warranties or undertakings in clause 26.2, any claims for payment, including claims for services previously rendered, shall be void to the extent permitted by law and the Subcontractor shall indemnify and hold harmless LLVJV against any and all claims, losses or damages arising from or related to such breach.
- (b) Without limiting clause 21, if LLVJV receives notice of a Probity Event or otherwise becomes aware of a Probity Event which relates to any of the Subcontractor's Associated Person, LLVJV may give a notice to the Subcontractor referring to the Probity Event and setting out the action that LLVJV requires the Subcontractor to take to prevent, or address the adverse effects of the Probity Event. Such action may include terminating any subcontract or contract of employment, or otherwise removing any Associated Person from their involvement in the Project.

27. BROWZ PREQUALIFICATION SYSTEM

The Subcontractor must comply with the requirements of any BROWZ Prequalification System notified by the LLVJV to the Subcontractor.

SCHEDULE A – SUBCONTRACT PARTICULARS

(clause 4 of the Formal Instrument of Agreement)

General description of the Works	[Insert details] The work to be performed is as further described further in Schedule D – Scope of Work and Specification and the other documents comprising the Subcontract.
Principal (clause 1.1)	Insert Principal (ABN Insert Principal ABN)
Date for Commencement (clause 1.1)	[Insert date]
Date for Substantial Completion (clause 1.1)	[Insert date]
Defects Liability Period (clause 1.1)	In Accordance to Head Contract
Quality Management System (clause 1.1 and clause 13.3(a))	<div><input type="checkbox"/> Quality Management System (QMS) independently certified to ISO 9001-2008. Subcontractor to provide copies of the proposed QMS for the Works and the independent certification.</div> <div><input type="checkbox"/> Quality Management System (QMS) generally in accordance with ISO 9001-2008 (but not independently certified). Subcontractor to provide a copy of the proposed QMS for the Works.</div> <div><input type="checkbox"/> Documented procedures for the following elements*: Inspection & Test Plans (IT&Ps): Records and archiving: Management of non-conformances and corrective actions: Other: Where the Works include design responsibility*: Verification and acceptance of design brief: Design change management: Design verification and approval: Design documentation control: Other design procedures required: *Specify for which components of the Works</div>
Second Defects Liability Period (clause 1.1)	In accordance to Head Contract
Separable Portion(s) (clause 1.1)	Not Applicable <input checked="" type="checkbox"/> Applicable <input type="checkbox"/>
Site Address (clause 1.1)	[Insert details]

LLVJV Representative (clause 2.2(a))	[insert name]
Subcontractor's Representative (clause 2.3(a))	Name: [insert name]
LLVJV contact details (clause 2.5(a))	Name of representative: [Insert] Address: [Insert details] Facsimile: [Insert details] Email: [Insert details]
LLVJV contact details (clause 2.6(a))	Name of representative: [Insert] Address: [Insert details] Facsimile: [Insert details] Email: [Insert details]
Time for lodgement of the Prescribed Notice (clause 2.6(c))	Within 5 days of the date when the direction, fact, matter or thing upon which the Claim is based, first occurred (if nothing stated, 5 days)
Subcontractor Contact Details (clause 2.8)	Name of representative: [Insert] Address: [Insert details] Facsimile: [Insert details] Email: [Insert details]
Limit of Retention (clause 4.1(a))	See Schedule A – Subcontract Particulars: clause 20.6(a)(i)
Amount of each Performance Undertaking (clause 4.1(a))	\$ [insert amount] If nothing stated then 2.5% of the Subcontract Sum
Schedule F – Design Requirements (clause 5.1)	Applies <input checked="" type="checkbox"/> Does not Apply <input type="checkbox"/>
Third party designs warranted by the Subcontractor (clause 5.2)	[Insert details]
Document and drawings (clause 6.3)	[Insert details] Drawing Scale:
Period for the provision of all Commissioning information (clause 6.4)	[insert period]
As-constructed Drawings (clause 6.5(a))	Drawing Size: Drawing Scale: Time for Provision:

Maintenance and Operating Manuals (clause 6.5(b))	Drawing Size: Drawing Scale: Time for Provision:
Other information to be provided (clause 6.5(c))	Details: Time for Provision:
Adjustment for provisional sums – the amount for profit and overheads (clause 8(a)(ii))	Profit [insert] % (If nothing stated, 3%) Overheads [insert] % (If nothing stated, 3%)
Building Code 2013 Requirements (clause 10.6)	Applies <input checked="" type="checkbox"/> Does not Apply <input type="checkbox"/>
Schedule O – NSW Code of Practice Requirements (clause 10.7)	Applies <input type="checkbox"/> Does not Apply <input checked="" type="checkbox"/>
Schedule P – Queensland Code and Guidelines Requirements (clause 10.8)	Applies <input type="checkbox"/> Does not Apply <input checked="" type="checkbox"/>
Professional Indemnity Insurance (clause 11.1(a))	Required <input type="checkbox"/> Not required <input type="checkbox"/> Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence*): \$ *With at least one automatic reinstatement.
Plant and Equipment Insurance (clause 11.1(a))	Required <input type="checkbox"/> Not required <input type="checkbox"/> Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): \$
Other Insurance (clause 11.1(a))	Required <input type="checkbox"/> Not required <input type="checkbox"/> Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): \$
Public/product Liability Insurance (clause 11.1(a))	Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): \$

Workers' compensation Insurance (clause 11.1(a))	Name of Insurer: Policy No: Expiration Date: Workcare No (Victoria Only):
Insurance details of approved Sub-subcontractors (clause 11.1(f))	Name of Sub-subcontractor*: Name of Workers' Compensation Insurer: Policy No: Workcare No (Victoria Only): Name of Product / Public Liability Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): \$ *Repeat for each sub-subcontractor (if more than one)
Subcontract Works insurance (clauses 11.1(g) and 11.2)	<input type="checkbox"/> Subcontractor to provide <input type="checkbox"/> LLVJV to provide Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): \$ Demolition costs: Consultant fees: Materials supplied by LLVJV or Principal:
Restrictions or obstructions on access to the Site (clause 12.1)	[Insert details]
Working hours and work days (clause 12.4)	[Insert day] to [Insert day] (inclusive) excluding statutory and public holidays and recognised industry non-working days. Monday to Friday: am - pm Saturday: am - pm [* delete as appropriate] (If nothing stated, then the working hours and work days must be approved by LLVJV prior to the commencement of the Works)
Date for maintenance and protection (clause 13.8)	<input checked="" type="checkbox"/> Date of Substantial Completion <input type="checkbox"/> Date of Practical Completion of the Project
Subcontractor is responsible for setting out of the Works (clause 13.10)	Applies <input checked="" type="checkbox"/> Does not Apply <input type="checkbox"/> If nothing stated, applies

Electronic Subcontractor's Programme (clause 15.1(b))	Software required to be used to prepare the electronic Subcontract Program: [insert details] <i>(Where no indication is given, an electronic version in Microsoft Project is required.)</i>
Notice of intention to claim an extension of time (clause 17.3(b)(i))	5 days (after the cause of the delay first arose) (5 days if no time is stated)
Additional events which entitle an extension of time (clause 17.4(a)(i)(D))	Additional events which entitle an extension of time: <ul style="list-style-type: none"> • [Insert details] <i>(If nothing stated, only those events specified in clause 17.4(a)(i) constitute an extension of time event)</i>
Subcontractor's entitlement to be paid delay or disruption costs (clause 17.8(a)(iv))	Does not Apply <input checked="" type="checkbox"/> Applies <input type="checkbox"/> If nothing stated, the entitlement to be paid delay or disruption costs does not apply
Liquidated Damages (clause 17.9)	\$ per day (excluding damages under clause 11.3(b))
Defects Liability Period (clause 18(a))	In accordance to Head Contracts
Second Defects Liability Period (clause 18(b))	In accordance to Head Contracts
Percentage for overhead and profit (Materials) (clause 19.4(b))	Profit [insert] % (If nothing stated, 3%) Overheads [insert] % (If nothing stated, 3%)
Percentage for overhead and profit (Materials) (clause 19.6(a)(iii))	Profit [insert] % (If nothing stated, 3%) Overheads [insert] % (If nothing stated, 3%)
Subcontract Sum (clause 20.1)	<input type="checkbox"/> The Lump Sum of \$ [insert amount] (excluding GST) including provisional sums for that part of the Works referred to in Schedule C – Subcontract Sum, <input type="checkbox"/> The sum of the measured quantity of each section or item of work carried out under the Subcontract multiplied by the rate for that section or item set out in Schedule of Rates specified in the Schedule C – Subcontract Sum, as further described in Schedule C – Subcontract Sum.
Reference Date for payment claims (clause 20.6(a)(i))	25 th day of each month
Retention (clause 20.6(a)(i)) <i>(if Performance Undertakings not provided)</i>	Not Used
Recipient Created Tax Invoices ("RCTIs") – LLVJV is required	<input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Applicable

to issue RCTIs
(clause 20.6(g))

(if nothing stated, not applicable)

BROWZ Prequalification
System
(clause 27)

☒ Applies

☐ Does not Apply

Date of prequalification of Subcontractor:

Other Details:

Separable Portions

[Use this part of Schedule A where there are Separable Portions. Where there is more than one Separable Portion, duplicate this section and complete for each Separable Portion]

Separable Portion: [insert Separable Portion number of reference and details]

Date for Substantial Completion
of Separable Portion: [Insert date]
(clause 1.1)

Amount of each Performance Undertaking
(clause 4.1(a)) \$ Insert amount
If nothing stated, the amount will be in the same proportion
as the value of the Separable Portions bears to the total
value of the Works

Liquidated Damages
(clause 17.9) \$ per day (excluding damages under clause 11.3(b))

Retention
(clause 20.6(a)(i)) Rate of retention: 10% (of each progress payment)
Limit of retention: 5% of the Subcontract Sum

SCHEDULE B – SPECIAL CONDITIONS

(clause 4 of the Formal Instrument of Agreement)

(a) Unless expressly stated otherwise, the provisions of this Schedule B – Special Conditions are additional to and do not limit, delete, replace or supersede any other provisions of the Subcontract. Any ambiguity, inconsistency or conflict between a provision of this Schedule B – Special Conditions and any other provision of the Subcontract, will be resolved in accordance with clause 5 of the Formal Instrument of Agreement.

Agreed amendments to the General Conditions of Contract – Subcontract

HEAD CONTRACT PROVISIONS

SC1.0 Definitions

<i>Aroona Alliance</i>	the alliance that will operate and maintain the Works under the direction of the Contractor, during the validation and verification process;
<i>Basis of Design and Construction or BDC</i>	means the Basis of Design and Construction attached to the Instrument of Agreement as part of the Principal's project requirements and incorporates the preliminary design;
<i>business day</i>	means a day that is not: (a) a Saturday, Sunday or public holiday in Perth, Western Australia; or (b) 27 to 31 December each year;
<i>certificate of practical completion</i>	has the meaning in subclause 34.6;
<i>confidential information</i>	means any information (in any form) which is disclosed or made available by or on behalf of a party to another party during, or in connection with, the performance of the ECIDA, the negotiation of the Contract or performance of the WUC or any other part of the Contract but excludes information which is: (c) in the public domain, other than due to a breach of confidentiality; or (d) lawfully obtained by the receiving party from a different source in circumstances which do not impose a duty of confidence. The Contract is confidential information of both parties; consequential loss means special, consequential, or punitive losses, howsoever caused (including by negligence), any loss of use, loss of actual or anticipated profits, loss of revenue or loss of opportunities arising in relation to, or in connection with, the Contract but excludes any loss incurred or likely to be incurred by the Principal over the design life of the Works due to the performance guarantees not being met;
<i>date of practical completion</i>	means: (a) the date evidenced in a certificate of <i>practical completion</i> as the date upon which <i>practical completion</i> was reached; or (b) where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;

Defect	has the meaning in clause and includes omissions means any defect, error, deficiency, omission, fault, failure, shrinkage, malfunction or irregularity or other aspect in or of the Works, in each case, which does not comply with the requirements of the Contract;
defects liability period	has the meaning in clause 35;
design documents	means the drawings, specifications and other information, samples, models, patterns and the like required by the Contract and created (and including, where the context so requires, those to be created which were prepared by the Contractor under the ECIDA and which will be further developed and completed by the Contractor) for the construction of the Works under the Contract;
design life	means the design life of the Works as specified in the BDC.
final certificate	has the meaning in subclause 37.4;
intellectual property right	<p>means any patent, registered design, trademark or name, copyright or other protected right; all intellectual property rights and interests (including common law rights and interests) including:</p> <ul style="list-style-type: none"> (a) patents, trademarks, service marks, copyrights, registered and unregistered designs, trade names, domain names, symbols and logos; (b) patent applications and applications to register trademarks, service marks and designs; (c) methods, plans, data, drawings, specifications, characteristics, inventions, improvements, know how, experience, trade secrets, confidential information or other information; and (d) licences or similar user rights in respect of any such rights and interests;
legislative requirement	<p>includes:</p> <ul style="list-style-type: none"> (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where WUC or the particular part thereof is being carried out; (b) authorisations, codes of conduct, government policies, exemptions, filings, notarisations, registrations, waivers, certificates, licences, consents, permits, approvals and requirements and conditions attaching to any of them (as applicable) of organisations having jurisdiction in connection with the carrying out of WUC; and (c) fees and charges payable in connection with the foregoing;
practical completion	<p>is that stage in the carrying out and completion of WUC when:</p> <ul style="list-style-type: none"> (a) the Works are complete except for minor defects: <ul style="list-style-type: none"> (i) which do not prevent the Works from being reasonably capable of being used for their stated purpose; (ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and (iii) the rectification of which will not prejudice the convenient use of the Works; (b) those tests which are required by the Contract to be carried out and

passed before the Works reach *practical completion* have been carried out and passed; and

(c) without limiting the requirements of paragraph (b), the reliability test has been carried out and passed;

(d) documents and other information required under the Contract which, in the Superintendent's opinion, are essential for the use, operation and maintenance of the Works, or, which are stated as being required in order for *practical completion* to have been achieved, have been supplied; and

(e) without limiting the requirements of paragraph (d), the documents required under clause 35(c) have been provided to, and approved by, the Superintendent;

Principal means the Principal stated in in the Contract

Principal's project means the Principal's written requirements for the Works described reliability test means the 7 day reliability test specified in the BDC;

Superintendent means the person stated in the Contract as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Contractor by the Principal and, so far as concerns the functions exercisable by a Superintendent's Representative, includes a Superintendent's Representative;

validation and

verification criteria means the criteria set out in the BDC;

validation and

verification process the process set out in the BDC, where the Works are tested to ensure that the validation and verification criteria have been met;

SC2.0 Extracts from the Head Contract

34.6 *Practical completion*

The Contractor shall give the Superintendent at least 10 business days written notice of the dates upon which the Contractor anticipates that:

- (a) the reliability test will commence;
- (b) *practical completion* will be reached; and
- (c) the validation and verification process will commence.

When the Contractor is of the opinion that *practical completion* has been reached, the Contractor shall in writing request the Superintendent to issue a certificate of *practical completion*. Within 10 business days after receiving the request, the Superintendent shall give the Contractor and the Principal either a certificate of *practical completion* evidencing the date of *practical completion* or written reasons for not doing so.

35 *Defects liability*

The *defects liability* period stated in Item 32 shall commence in respect of the Works on the date of practical completion at 4:00 pm. and continue for the period stated in the subcontract.

The Contractor shall carry out rectification at times and in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible. The Contractor shall, when performing the rectification work comply with the reasonable access requirements of the Principal, including in relation to security, safety, times of work, coordination and steps to minimise interference.

As soon as possible after the date of practical completion, the Contractor shall rectify all defects and complete any outstanding WUC, existing at the date of practical completion.

During the *defects liability* period, the Superintendent may give the Contractor a direction to rectify a

defect which:

- (a) shall identify the defect and the date for completion of its rectification; and
- (b) may state a date for commencement of the rectification and unless the direction provides otherwise, there shall be a separate *defects liability* period therefor (not exceeding in respect of the rectification work of the period stated in contract, commencing at 4:00 pm on the date the rectification is completed and governed by this clause 35)

If the rectification is not commenced or completed by the stated dates, the Principal may have the rectification carried out by others but without prejudice to any other rights and remedies the Principal may have. The cost thereby incurred shall be certified by the Superintendent as moneys due and payable to the Principal.

The Contractor shall:

- (c) provide to the Superintendent for approval not less than 20 business days prior to the date the Contractor anticipates practical completion will be reached:
 - (i) a defects management process, setting out all relevant steps for the Principal or the Aroona Alliance to notify the Contractor of defects and agree on the rectification to be performed;
 - (ii) a defects management plan, setting out in detail how the Contractor will fulfil its obligations in respect of defects; and
 - (iii) a plan for liaison with Aroona Alliance during the validation and verification process setting out all relevant contacts and lines of reporting, and where required by the Superintendent, the Contractor must update the specified plans and processes in order to meet the Superintendent's approval; and
- (d) prepare and maintain a register of all defects and outstanding WUC listed in the certificate of practical completion and all other defects notified to the Contractor under this clause 35. The Contractor shall give the Superintendent an up to date copy of the register within 5 business days after a request.

37.4 Final payment claim and final certificate

Within 20 business days after the expiry of the last defects liability period, the Contractor shall give the Superintendent a written final payment claim endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the Contract.

SCHEDULE C – SUBCONTRACT SUM

(clause 20)

All rates and prices shown below are exclusive of GST unless otherwise stated.

1. Subcontract Sum Schedule

Item No	Description of Subcontract Work	Unit	Quantity	Unit Rate (GST excl.)	\$ Value (GST excl.)
	Total:				

2. Schedule of Additional Unit Rate Items

The description of work, quantities and rates in this Schedule do not form part of the Subcontract. They are included in this Schedule for the sole purpose of assisting in the valuation of Variations and dayworks under clause 19.4 and clause 19.6. The rates are deemed to include the cost of all works and materials to be provided by the Subcontractor under the Subcontract, including an allowance for overheads and profit. All rates are valid for the duration of the Works or until the Date of Practical Completion of the Project (whichever is the later).

Item No	Description of Item	Unit	Quantity	Unit Rate (GST excl.)

SCHEDULE D – SCOPE OF WORK AND SPECIFICATION

(Schedule A – Subcontract Particulars)

The Works are generally described in Schedule A - Subcontract Particulars and comprise the following.

1. Scope of Work

[Insert a description of the scope of work]

2. Specifications

[Insert specification including specification from the Head Contract to the extent relevant to the Subcontract]

SCHEDULE E – DRAWINGS

(clause 1.1)

[Insert the list of drawings here including the drawing title, name, revision status using as detailed a description as required to ensure each drawing is able to be accurately and adequately identified]

SCHEDULE F – DESIGN REQUIREMENTS

(clause 5.1)

1. Design by the Subcontractor

- (a) The Subcontractor must, without limitation, design and document the Works in accordance with the requirements of the Subcontract (the **Design**).
- (b) The Subcontractor must ensure that the Design complies with:
 - (i) Schedule D – Scope of Work and Specification;
 - (ii) Schedule E – Drawings; and,
 - (iii) Not used [Insert any other relevant documentation, including Programme with design milestones],

which documents outline LLVJV's requirements for the design of the Works (**LLVJV's Design Requirements**).

- (c) The Subcontractor must:
 - (i) comply with the requirements of EH&S Legislation, including the identification, assessment and control of EH&S hazards in relation to the Design;
 - (ii) submit to LLVJV:
 - (A) calculations, analysis and testing related to the Design;
 - (B) a report specifying the hazards, which may affect the health and safety of persons, related to the Design, including during its assembly, construction, use, disassembly, demolition or decommissioning; and
 - (C) material setting out the intended use of the Design, including limitations of the Design and any conditions necessary to ensure safe operation of the Design once implemented.

2. LLVJV's Design Requirements, Information and Coordination

- (a) The Subcontractor warrants that it has reviewed the documentation referred to in clause 1(b) of this Schedule, and that any design included in those documents is suitable, appropriate and adequate for the intended purposes of the Works.
- (b) The Subcontractor must take all reasonable steps to clarify and confirm LLVJV's Design Requirements.
- (c) The Subcontractor must coordinate the performance of the Design with others engaged by LLVJV or the Principal.

3. Professional Services

- (a) The Subcontractor acknowledges that LLVJV has entered into this Subcontract in reliance upon the skill, experience and ability of the Subcontractor to carry out the Design and coordinate the Works.
- (b) The Subcontractor must carry out the Design with the degree of professional skill, care and diligence expected of a Subcontractor experienced in providing the same or similar services.
- (c) The Subcontractor must effect and maintain, in a form acceptable to LLVJV and appropriate to the Subcontractor's activities, professional indemnity insurance in respect of liability arising from a breach of a professional duty, or from a negligent act, error or omission by the Subcontractor, or its personnel, in accordance with the Subcontract.
- (d) Professional indemnity insurance must be maintained for a period of 6 years from the expiration of the Defects Liability Period, or the last Defects Liability Period (if more than one).
- (e) The Subcontractor is responsible for "Safety in Design" in accordance with the EH&S Legislation and any other relevant Statutory Requirements.
- (f) Where the applicable State or Territory legislation requires (including EH&S Legislation), the Subcontractor must maintain registration with all relevant registration bodies, as is required to undertake the Design.

4. Design

- (a) The Subcontractor warrants that the Design will:
 - (i) be undertaken by, or under the direction and direct control of:
 - (A) a suitably qualified architect, engineer, surveyor or designer (as appropriate), evidence of whose qualifications and/or registration, as required, must be provided to LLVJV, upon request; or
 - (B) a person with not less than 5 years' relevant practical experience; and
 - (ii) satisfy the requirements of the Subcontract and all Statutory Requirements.
- (b) When requested by LLVJV, the Subcontractor must provide to LLVJV all calculations, certificates, information and documentation relating to the Design carried out by the Subcontractor.
- (c) LLVJV may appoint an authorised representative (**Authorised Representative**) or engage a suitably qualified consultant (**Independent Consultant**) to review the suitability of the Design. If an Independent Consultant is engaged, and the Design is found to be faulty or unsuitable, the Subcontractor will be liable for any fees paid by LLVJV to the Independent Consultant, which will be a debt due. This clause 4(c) does not limit any other rights of LLVJV.
- (d) The Subcontractor must not commence fabrication or construction of a part of the Works until all relevant "for construction" documents, including any amendments required by LLVJV under clause 5 of this Schedule, have been approved, in writing, by LLVJV.
- (e) The Subcontractor must implement and maintain appropriate quality assurance procedures in the production of the Design. The Subcontractor must cooperate with, and provide reasonable assistance in relation to, quality assurance audits conducted by LLVJV (or others), from time to time.

5. Design Development

- (a) All drawings, specifications and other documents relating to the Design must be submitted to LLVJV for review, in accordance with this Schedule and any documents incorporated by reference, and in any event, at a time and in a manner which will allow LLVJV a reasonable time for review and comment. The drawings, specifications and other documents must be revised and resubmitted promptly, if required, to the satisfaction of LLVJV.
- (b) Reviews undertaken or comments made by, or on behalf of, LLVJV, will not alter or relieve the Subcontractor of its obligations under this Subcontract, and the Subcontractor will at all times remain responsible for the Design.
- (c) Where required by LLVJV, the Design must be reviewed by a properly qualified and experienced, independent consultant (**Reviewing Consultant**) acceptable to LLVJV. The Reviewing Consultant must provide a written certification in a format and level of detail approved by LLVJV. The written certification must be included with the documents to be submitted in accordance with clause 5(a) of this Schedule.
- (d) The Subcontractor must ensure that the Reviewing Consultant providing written certification:
 - (i) effects professional indemnity insurance, for not less than the amount specified in the Subcontract in respect of liability arising from a breach of professional duty, or from a negligent act, error or omission by the Reviewing Consultant or its personnel in accordance with the Subcontract, as if references to the Subcontract in that Subcontract were references to the Reviewing Consultant; and
 - (ii) provides LLVJV with evidence of the terms and currency of the insurance policy referred to in clause 5(d)(i), upon request.

6. The Consultant

- (a) Without limitation to clause 7.1 of the General Conditions of Contract, if the Subcontractor enters into an agreement with a Consultant (**Consultancy Agreement**) for the performance of any services in relation to the Design, the Subcontractor must:
 - (i) ensure that the Consultancy Agreement and the Deed of Adherence and Warranty (Annexure A) are executed prior to commencement of the services; and
 - (ii) promptly provide the original Deed of Adherence and Warranty (Annexure A), executed by the Consultant, to LLVJV.

- (b) If directed by LLVJV, the Subcontractor must novate or assign the benefit of the Consultancy Agreement to LLVJV (or its nominee).
- (c) The Subcontractor must not:
 - (i) terminate the Consultancy Agreement; or
 - (ii) amend any provisions of the Consultancy Agreement,without the prior written consent of LLVJV, which must not be unreasonably withheld.

ANNEXURE A: DEED OF ADHERENCE AND WARRANTY

THIS DEED POLL is made on the..... day of 20.....

BY [Insert name of Consultant] (ABN [Insert ABN]) of [Insert Consultant address] (**Consultant**)

IN FAVOUR OF Lendlease Services Pty Limited (ABN 87 081 540 847) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 Australia and **VALORIZA WATER AUSTRALIA PTY LTD** (ABN 51 130 481 631) of Level 7, 16 Victoria Avenue, Perth WA 6000, together the **LENLEASE VALORIZA JOINT VENTURE** (with its successors and assigns, "LLVJV")

PROJECT: [insert name of Project]
PRINCIPAL: [Insert name of Principal] (ABN [insert ABN])
SUBCONTRACTOR: [Insert name of Subcontractor] (ABN [insert ABN])
SUBCONTRACT: Subcontract (dated)
SUBCONTRACT NO: [Insert Subcontract number]
WORKS: [Insert name of Works]
CONSULTANCY AGREEMENT: [Insert name of Agreement]
SERVICES: [Insert description of Services]

RECITALS

- A. LLVJV has entered into an agreement with the Principal for the design and construction of the Project.
- B. LLVJV has entered into a Subcontract with the Subcontractor for the design, supply and installation of the Works.
- C. The Subcontractor has engaged the Consultant to provide the Services, and any services necessarily incidental thereto, in accordance with the Consultancy Agreement (a copy of which is **attached** to this Deed Poll) in relation to the Design (as defined in the Subcontract).

OPERATIVE PROVISIONS

- (a) The Consultant warrants to LLVJV that the Design will be fit for the intended purposes of the Works and satisfy the requirements of the Subcontract.
- (b) The Consultant must perform its obligations, in accordance with the Consultancy Agreement, for the benefit of the Subcontractor and LLVJV.
- (c) LLVJV relies upon the performance by the Consultant of its obligations under the Consultancy Agreement, to enable LLVJV to perform its obligations under the agreement with the Principal (and its assigns) in relation to the Project.
- (d) Insurance Obligations:
 - (i) Prior to commencing the Services, the Consultant must affect a policy of professional indemnity insurance with a limit of cover not less than \$5,000,000 (five million dollars) and maintain the policy for a period of 6 years from the expiration of the Defects Liability Period under the Subcontract, or the last Defects Liability Period (if more than one).
 - (ii) The policy of insurance must be in a form and with an insurer acceptable to LLVJV, acting reasonably.
 - (iii) LLVJV may inspect the policy of insurance, upon written notice, and the Consultant must not change the policy, without LLVJV's prior written consent, which must not be unreasonably withheld.
- (d) If the Subcontract is terminated for any reason, the Consultant must do all things necessary to assign the benefit of or novate the Consultancy Agreement to LLVJV (or its nominee), on its existing terms, or on terms reasonably required by LLVJV.

- (e) The Consultant must:
- (i) cooperate and coordinate the Services with the Subcontractor, LLVJV and other consultants and contractors associated with the Project;
 - (ii) carry out the Services with the degree of professional skill, care and diligence expected of a professional consultant providing the same or similar services; and
 - (iii) comply with all reasonable instructions from LLVJV in relation to safety, quality assurance, inspections, meetings and onsite practices.
- (f) The Consultant must ensure that all information provided to, or obtained by, the Consultant in connection with the Consultancy Agreement or the Services, is kept secret and confidential, and will not be used by the Consultant or any other person, nor advertised, published, released, supplied or communicated to any other person, for any purpose other than the performance of the Services in accordance with the Consultancy Agreement.
- (g) The Consultant grants to LLVJV a perpetual, irrevocable, non-exclusive, assignable, royalty free and transferable licence (to arise immediately on creation of any relevant material and including the right to sub-licence others) to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute or develop all intellectual property rights in the materials provided or prepared by the Consultant or on its behalf in connection with the provision of the Services, for any purpose associated with the completion, development, marketing (including merchandising or promoting), use, operation, maintenance, valuation, redevelopment or other dealing with the Project (including any variation) and must do all things reasonably necessary to give effect to such grant.
- If LLVJV provides any concept designs or other preliminary information ("**Concept Designs**"), the copyright and ownership of the Concept Designs remains with LLVJV and the Consultant will have a licence to use the Concept Designs for any purpose associated with performing the Services.
- The Consultant must, in respect of any Concept Designs, in all its drawings identify:
- (i) that copyright in the Concept Designs vests in LLVJV; and
 - (ii) that LLVJV is the concept architect or designer, as the case may be.
- The Consultant acknowledges and agrees that LLVJV and any of LLVJV's assignees, licensees, successors in title and persons authorised by LLVJV may do or omit to do any act in relation to any building, structure, plan, instruction, drawing or blueprint or any other works or other subject matter produced during the performance of, or as a result of, the Services or any part of such works or subject matter, including not attributing the Consultant or individual creator and using, modifying, relocating, or destroying the works in any way, or any other act in connection with the completion, operation, maintenance, development, marketing, use, extension, redevelopment, demolition or improvement of the Project or property or any merchandising, marketing or promotions associated with the Project in such manner as LLVJV or the Principal decides (without being held to have infringed any moral right of the individual set out in the *Copyright Act 1968* (Cth)) and may do or omit to do any other act, whether before or after the date of the consent, which infringes the Consultant's or individual creator's moral rights as set out in the *Copyright Act 1968* (Cth).
- If the Consultant disapproves of any act or omission by LLVJV in relation to the works, LLVJV will, if reasonably practicable in the circumstances, remove the attribution (if any) of the Consultant or the individual creators of the works.
- The Consultant must obtain the necessary consents from its employees and any sub-consultants or subcontractors to give effect to the acknowledgment and agreement contained in this Clause 8. LLVJV may, at any time, request proof from the Consultant of compliance with this Clause 8.
- (h) The Consultant must not:
- (i) terminate the Consultancy Agreement; or
 - (ii) subcontract any of the Services,
- without the prior written consent of LLVJV, which must not be unreasonably withheld.
- (i) Nothing in this Deed Poll imposes an obligation on LLVJV.

Executed as a **DEED POLL**.

EXECUTION PAGE

Executed by **[Insert name of Consultant (ABN**)
[Insert ABN]] in accordance with section 127 of the)
Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/Company Secretary

Name of Director

SCHEDULE G – FACILITIES

(clause 14)

Lighting			
Lighting in areas to be used in common with others for the purpose of access to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Task lighting to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Electricity			
LLVJV may impose reasonable restrictions on the use of the electricity supply (where others require the use of the electricity supply).			
The Subcontractor to supply leads, plug tops and safety lead standards:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Installation of 1 phase 240 volt power to the Site to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Installation of 3 phase 415 volt power to the Site to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Cost of above connections (referred to in the 2 preceding rows) to be borne by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Installation of 1 phase 240 volt power to power boards located in the general work area to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Installation of 3 phase 415 volt power outlets at locations determined by LLVJV in the general work area to be provided by LLVJV: If provided by LLVJV, the number of outlets to be provided will be:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Cost of above connections (referred to in the 2 preceding rows) to be borne by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
The Subcontractor to supply leads, plug tops and safety lead standards:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Installation of 1 phase 240 volt power to Site sheds to be provided by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Cost of electricity provided to be borne by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
Cost of all lead and equipment testing to be borne by LLVJV:	Yes	<input type="checkbox"/>	No <input type="checkbox"/>

Accommodation

The Subcontractor must provide accommodation other than the accommodation to be provided by LLVJV under this Schedule (to a standard and in a location acceptable to LLVJV), including change rooms, store rooms and offices which are:

- (i) necessary to comply with legislation, awards or LLVJV's requirements; or
- (ii) required for the proper execution of the Works.

The Subcontractor must maintain all sheds, accommodation and related equipment used by the Subcontractor.

Space for erection of sheds to be provided by LLVJV: Yes ☐ No ☐

LLVJV to provide sheds, accommodation and related equipment: Yes ☐ No ☐

If provided, detail of what is to be provided is as follows:

Plant and Equipment

The Subcontractor must clean all plant and equipment after use and make good damage, other than normal wear and tear.

LLVJV to provide plant and equipment: Yes ☐ No ☐

If provided, detail of what is to be provided is as follows:

Toilet Accommodation and Washing Facilities

LLVJV to provide toilet accommodation and washing facilities: Yes ☐ No ☐

If provided, detail of what is to be provided is as follows:

Cold Water

LLVJV will determine the location of the water supply. LLVJV may change the location of the water supply as construction proceeds.

LLVJV to provide cold water facilities: Yes ☐ No ☐

First Aid

First aid facilities to be provided by LLVJV: Yes ☐ No ☐

Personnel Movement and Materials Handling

Where facilities are to be provided by LLVJV under this Schedule:

- (i) they will only be provided while they are required for LLVJV's purposes;
- (ii) the Subcontractor will be allowed reasonable use of the facilities, subject to the needs of LLVJV (or others engaged on the Project); and
- (iii) the Subcontractor must provide LLVJV with details of personnel and Materials to be moved

and the proposed date and time.

The Subcontractor must load and unload Materials from facilities. The Subcontractor must pay LLVJV for the facilities provided, as follows:

LLVJV to provide personnel movement facilities: Yes ☐ No ☐

If provided, detail of what is to be provided:

Period of provision:

Hours of provision:

Cost (within the hours of provision): \$

Cost (outside the hours of provision): \$

LLVJV to provide hoisting facilities: Yes ☐ No ☐

If provided, detail of what is to be provided:

Period of provision:

Hours of provision:

Cost (within the hours of provision): \$

Cost (outside the hours of provision): \$

LLVJV to provide craneage facilities: Yes ☐ No ☐

If provided, detail of what is to be provided:

Period of provision:

Hours of provision:

Cost (within the hours of provision): \$

Cost (outside the hours of provision): \$

LLVJV to provide horizontal materials handling facilities: Yes ☐ No ☐

If provided, detail of what is to be provided:

Period of provision:

Hours of provision:

Cost (within the hours of provision): \$

Cost (outside the hours of provision): \$

Scaffolding

If:

- (i) the type or extent of scaffolding;
- (ii) the number of movements or adjustments of scaffolding; or
- (iii) the duration of supply of scaffolding supplied by LLVJV for use by the Subcontractor,

differs from those stated in this Schedule and LLVJV thereby incurs additional costs then the Subcontractor must pay to LLVJV those costs together with a reasonable amount for overheads and profit.

The Subcontractor must supply, erect, adjust, dismantle, re-erect where necessary and finally remove the following scaffolding. All scaffolding, whether supplied by LLVJV or the Subcontractor, must comply with the requirements of all relevant authorities.

Scaffolding for which initial supply, erection and final removal to be carried out by LLVJV:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If provided, detail of what is to be provided:

Location:

Type and extent:

Duration:

Adjustment and moving of scaffolding and/or planks to be carried out by LLVJV:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If provided by LLVJV, the number of adjustments / movements will not exceed:

Cost of hire of scaffolding to be borne by LLVJV:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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The period of hire will not exceed:

Safety Equipment

The Subcontractor must provide all handrails, safety screens, coverings to floor openings, safety harnesses and the like which are:

- (i) necessary to comply with the Subcontractor's EH&S Management Plan, EH&S Legislation, awards or LLVJV's requirements; or
- (ii) required for the safe and proper execution of the Works and the protection of persons and property.

Parking

LLVJV to provide any parking spaces:

If parking spaces are being provided LLVJV will not be liable to the Subcontractor for any Losses it suffers if the amount of parking spaces is insufficient.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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Other Services

	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If neither Yes ☐ or No ☐ is selected in this Schedule, No ☒ applies.

SCHEDULE H – PROGRAMME

(clause 15)

[Insert Subcontractors Programme here, or otherwise insert the programme provided by LLVJV to the Subcontractor that applies to the Works]

SCHEDULE I – ENVIRONMENT, HEALTH & SAFETY (EHS) REQUIREMENTS

(clause 10.3)

1. Responsibility for EH&S Requirements

The Subcontractor acknowledges and agrees that the overall coordination of safety and environmental matters relating to the Project, including those affecting the Subcontractor's Personnel, will be exercised by LLVJV. Notwithstanding, the Subcontractor must also implement appropriate work practices and operating procedures and exercise due diligence in its execution of the Works to ensure the safety of all persons on the Site, members of the public who may be affected by the Works, and the protection of the environment.

2. Compliance with EH&S Legislation and EH&S Management System

In addition to clause 10.1 of the General Conditions of Contract, the Subcontractor must, from the commencement of the Works until the later of the end of the last Defects Liability Period (if more than one), or the date of rectification of all Defects under clause 13.7 of the General Conditions of Contract, comply with all relevant:

- (a) EH&S Legislation; Statutory Requirements, including codes of practice;
- (b) Australian Standards;
- (c) LLVJV internal standards, as notified to the Subcontractor;
- (d) the Subcontractor's EH&S management system; and
- (e) directions given to enable LLVJV to comply with its obligations under EH&S Legislation.

3. EH&S management system

Prior to commencement of the Works, the Subcontractor must:

- (a) document;
- (b) obtain LLVJV's written approval of; and
- (c) implement,

an EH&S management system for the Works.

As a minimum requirement, the EH&S management system must address the following elements:

- (a) the Subcontractor's EH&S policy, objectives and general risk assessment of the Subcontractor's work;
- (b) a process for hazard identification and risk assessment, which is compliant with EH&S Legislation;
- (c) the Subcontractor's EH&S work practices and operating procedures and in the absence of these, the practices and procedures developed by LLVJV;
- (d) the Subcontractor's EH&S formal and informal inspection criteria and audit procedures for each significant risk identified during a risk assessment process, and its reporting obligations;
- (e) EH&S roles and responsibilities of Subcontractor's Personnel;
- (f) EH&S performance evaluation criteria for the Works, including criteria for:
 - (i) emergency response programs;
 - (ii) rehabilitation programs; and
 - (iii) occurrence investigations;
- (g) EH&S training and retraining of personnel; and
- (h) any specific requirements placed on the Subcontractor under EH&S Legislation, including requirements arising from the nature of the work the Subcontractor performs as part of the Works.

4. Amendments to the Subcontractor's EH&S management system

The Subcontractor must amend its EH&S management system during the progress of the Works:

- (a) to reflect any changes in risk assessments, work methods, or as reasonably required by LLVJV, from time to time;
- (b) if, in the opinion of LLVJV:
 - (i) the Subcontractor is not complying with its EH&S management system; or

- (ii) the Subcontractor's system is inadequate,
- and LLVJV directs the Subcontractor to amend its EH&S management system:
- (iii) any amended EH&S management system of the Subcontractor must be approved by LLVJV; and
 - (iv) any delays and costs associated with any suspension of the Works, or remedial measures to meet the requirements of this Schedule, are the Subcontractor's responsibility.

5. EH&S obligations

Notwithstanding the approved EH&S management system, the Subcontractor must comply with the following obligations:

(a) EH&S work practices and operating procedures (Environmental)

The Subcontractor must:

- (i) meet or better the criteria set by any Authority and not cause undue impact on surrounding areas and stakeholders to mitigate the impact of noise and vibration;
- (ii) meet or better the criteria set by any Authority and protect the Subcontractor's Personnel and the public in relation to air quality and dust control;
- (iii) protect waterways, prevent or contain erosion and meet criteria set by Authorities in order to maintain water quality and prevent erosion;
- (iv) prevent pollution to the soil or groundwater within the Site, including spill prevention and containment;
- (v) minimise waste to landfill and correctly classify and manage waste, including contaminated soils;
- (vi) meet or exceed Statutory Requirements in relation to chemical handling and dangerous goods;
- (vii) protect or enhance biodiversity of flora and fauna within the site;
- (viii) protect or enhance European, Aboriginal and Non-Aboriginal heritage; and
- (ix) maintain housekeeping practices and procedures for optimal operations on Site.

(b) EH&S work practices and operating procedures (Health & Safety)

The Subcontractor must:

- (i) consult, cooperate and coordinate activities, and ensure that its personnel consult, cooperate and coordinate activities, with LLVJV, to enable LLVJV to meet its obligations under EH&S Legislation (where applicable);
- (ii) provide materials and machinery which are adequately equipped, guarded, protected, approved and serviced on a regular basis and to manufacturer's specification;
- (iii) ensure that all electrical installations, materials, extension cords, fittings and similar provided for the Works comply with the requirements of LLVJV and all relevant Authorities;
- (iv) ascertain from LLVJV, or provide to LLVJV, safe working loads for structures on the Site. If working loads on these structures are capable of being exceeded, then the Subcontractor, prior to commencing work, must advise LLVJV of that fact. The Subcontractor must then design and construct temporary supports, satisfactory to LLVJV, which are sufficient in all respects to support the working loads on these structures. Work must not be carried out by the Subcontractor on structures where working loads exceed the safe working loads either advised by LLVJV or determined by the Subcontractor;
- (v) obtain a "hot work" permit approved by both LLVJV and the Subcontractor for any activity that involves the potential for fire or explosion;
- (vi) ensure first aid facilities are provided and maintained and supplement them with other facilities;
- (vii) where the Subcontractor's Personnel carry out work on the Site outside the hours specified in Schedule A - Subcontract Particulars, ensure the attendance at the Site during those hours of at least one of the Subcontractor's Personnel who is a certified first aid attendant;

- (viii) provide to LLVJV, in a form acceptable to LLVJV, Material Safety Data Sheets, copies of EH&S risk assessments and management inspection procedures in respect of chemicals or substances to be brought to or taken from the Site, prior to their delivery to or removal from the Site;
 - (ix) undertake, document and provide an assessment of the risks for the Works to the requirements of AS 4360:2004 and develop appropriate controls for these risks. Where the controls identify that persons will be undertaking construction work on Site, the Subcontractor shall provide "safe work method statements" for all such work. The "safe work method statement" must meet all Statutory Requirements and LLVJV Requirements;
 - (x) obtain and maintain in a register all relevant licences, permits, environmental impact assessments and other instruments which are required by all Statutory Requirements and LLVJV; and
 - (xi) take all necessary steps to ensure that its Subcontractor's Personnel, are informed about the requirements of LLVJV's alcohol and other drugs policy (as varied from time to time), and the Subcontractor agrees that its Subcontractor's Personnel comply with such policy and any directions issued in accordance with it.
- (c) EH&S inspection criteria (Audit & Reporting Procedures)
- The Subcontractor must:
- (i) undertake regular formal and informal EH&S inspections that review its performance and its adherence to its EH&S management system, identify any deficiencies in the system and maintain records of these inspections. The Subcontractor must allow LLVJV to inspect these records, and allow and assist LLVJV to undertake audits of the Subcontractor's EH&S management system and its implementation and rectify (or require rectification of) deficiencies identified by its audits or as reasonably required by LLVJV;
 - (ii) establish a register for and, where required, provide evidence to LLVJV of, all licences, registrations, orders and approvals, and all renewals thereof required of the Subcontractor for the Works;
 - (iii) prior to delivery of any plant and equipment to the Site, provide to LLVJV a schedule of the details of the plant and equipment, the regulatory operating conditions and the current maintenance and inspection records applicable to that plant and equipment;
 - (iv) with each payment claim submitted under clause 20.2 of the General Conditions of Contract, furnish a report with the following information:
 - (A) current status of any injured personnel, damaged property or environmental damage or pollution;
 - (B) status of the implementation and effectiveness of the corrective action in relation to this clause 5(c)(iv) of this Schedule;
 - (C) status of those personnel under a workers' compensation or rehabilitation Programme;
 - (D) a statement as to compliance with its EH&S management system from a senior manager of the Subcontractor; and
 - (E) in respect of clause 5(e)(iii) of this Schedule, upon completion of the clean-up operation, provide LLVJV with a certificate stating that the operation has been completed in accordance with EH&S Legislation.
 - (v) provide to LLVJV's Representative each week with the following information:
 - (A) the names of the Subcontractor's Personnel employed on the Site during the week;
 - (B) the total hours worked on the Site by those personnel in the week;
 - (C) details of injuries to those personnel including times of cessation and recommencement of work in the format required by LLVJV;
 - (D) a copies of reports to authorities and clearance for their return to work if and when required; and

- (E) any non-compliance(s) found during the inspections referred to in clause 5(c)(i) of this Schedule and the consequential EH&S management system deficiency and corrective action taken.
- (d) EH&S Roles and Responsibilities

The Subcontractor must:

 - (i) ensure that the Subcontractor's EH&S supervisor, as approved by LLVJV's Representative:
 - (A) is present on Site at the times reasonably required by LLVJV;
 - (B) is in regular attendance at EH&S meetings and inspections or other similar meetings required by LLVJV;
 - (C) records and reports to LLVJV EH&S information required by LLVJV, including collection of man hours and statistics on waste generation;
 - (D) completes daily EH&S inspections;
 - (E) prepares ongoing risk assessment and safe work procedures; and
 - (ii) provides to LLVJV details of the qualifications and experience of the Subcontractor's EH&S supervisor. If, in the opinion of LLVJV, the supervisor is not a competent EH&S supervisor, LLVJV may require the Subcontractor to renominate a competent EH&S supervisor acceptable to LLVJV.
- (e) Performance evaluation criteria (Occurrence Notification & Recording)

The Subcontractor must:

 - (i) at its cost, immediately remove from the Site, materials which in LLVJV's opinion may constitute a health, safety or environmental risk or which are defective or inadequate for the work for which they were required;
 - (ii) upon the occurrence of any actual or potential incident or illness which is required to be reported to an Authority under EH&S Legislation, verbally inform LLVJV's Representative of the following information:
 - (A) a description of the event and the circumstances which led to the occurrence of the event; and
 - (B) details of any injuries to personnel and damage to property or the environment;
 - (iii) within 3 days of any actual or potential incident or illness which is required to be reported to an Authority under EH&S Legislation, submit to LLVJV's Representative a written report addressing:
 - (A) the current status of the information referred to in clause 5(e)(ii) of this Schedule;
 - (B) the potential for the event to reoccur in executing the Works;
 - (C) a copy of preliminary investigation conducted by the Subcontractor, including the deficiency in the Subcontractor's EH&S management system, which led to the event and the recommended corrective actions for the rectification of the deficiency;
 - (D) a copy of any notice required to be notified by the Subcontractor to a Statutory Authority; and
 - (E) in the event of any environmental damage or pollution, details of the clean-up operations necessary to restore the environment to its previous state or better; and
 - (iv) provide further copies of the written report referred to in clause 5(e)(iii) of this Schedule and any subsequent versions of the written report, which are created at the request of LLVJV;
 - (v) where the Subcontractor fails to comply with an EH&S procedure, direction or requirement applying to the Site, and LLVJV issues a written notice requiring the Subcontractor to remedy the default prior to proceeding with the Works, the Subcontractor must remedy the default within the time specified in the notice, failing which, LLVJV may remedy the default and the Subcontractor will be liable for Losses suffered by LLVJV.
- (f) Performance evaluation criteria (EH&S Rehabilitation)

The Subcontractor must:

- (i) ensure that its personnel comply with all Statutory Requirements and EH&S Legislation relating to the health, safety and rehabilitation of personnel;
 - (ii) establish and ensure that its subcontractors establish appropriate programmes for the rehabilitation of injured workers. The programmes must comply with the relevant legislation or, in the absence of any legislation, the rehabilitation policy and procedures developed by LLVJV; and
 - (iii) be able to demonstrate that the Subcontractor's Personnel are conversant with, and adhere provide to LLVJV details of:
 - (iv) to, all Statutory Requirements, EH&S Legislation, codes of practice, manufacturer's and supplier's specifications, including site safety and environmental instructions issued by LLVJV. Should the Subcontractor fail to provide rehabilitation of light duties, LLVJV may elect to provide these at the Subcontractor's expense to ensure that the injured person is rehabilitated as quickly as possible;
 - (A) its rehabilitation programmes; and
 - (B) the qualifications and experience of the Subcontractor's Rehabilitation Coordinator for the Works nominated in Schedule A - Subcontract Particulars.
- (g) EH&S Training and Retraining of Personnel
- The Subcontractor must:
- (i) be able to demonstrate that the Subcontractor's Personnel are conversant with, and adhere to, all Statutory Requirements, EH&S Legislation, codes of practice, manufacturer's and supplier's specifications, including site safety and environmental instructions issued by LLVJV. Should the Subcontractor fail to provide rehabilitation of light duties, LLVJV may elect to provide these at the Subcontractor's expense to ensure that the injured person is rehabilitated as quickly as possible;
 - (ii) be able to demonstrate that the Subcontractor's Personnel are involved with the preparation of the EH&S management system for the Works, including the risk assessment process and the preparation and compliance of safe work practices and procedures;
 - (iii) ensure that the Subcontractor's Personnel attend a LLVJV site induction and specific job safety induction safe work practice or safe operating procedure programme for the Site, and use best endeavours to ensure induction programmes are undertaken prior to the relevant personnel commencing on the Site; if directed by LLVJV, at the Subcontractor's cost, arrange for the Subcontractor's Personnel to attend a re-induction programme nominated by LLVJV;
 - (iv) be able to demonstrate that the Subcontractor's Personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials relevant to the tasks to which they are assigned. LLVJV may, from time to time, require reasonable proof that the Subcontractor's Personnel are appropriately trained and, instructed and that all Materials are used and maintained in accordance with the manufacturer's specifications. The Subcontractor must ensure that its personnel are not directed or expected to undertake work or activities which may be detrimental to the environment or the safety, health or welfare of themselves or others; and
 - (v) ensure that its personnel participate in, at the Subcontractor's cost, the project skilling enhancement training programme or other training programmes, as directed by LLVJV.

SCHEDULE J – SUBCONTRACTOR’S STATEMENT (NSW)

(clause 20.5)

NOT USED

SCHEDULE K – GREENHOUSE AND ENERGY REPORTING MONTHLY REPORT

(clause 10.4)

GREENHOUSE AND ENERGY MONTHLY REPORT	
Project Name:	
Owner Name:	
Owner Representative:	
Contract Number:	
Main Owner Activity:	
Report Period (mm/yy)	
Date:	
Signature:	
Is the Owner required to separately report greenhouse emissions under the National Greenhouse and Energy Reporting Act 2008 (NGER's Act)?	Yes/No

	Amount Used on Project in Quarter	Units	Total Amount Used to Date on Project (Facility)	Units
Fuel, Lubricants and Solvents				
Diesel		Litres		Litres
Unleaded Petrol		Litres		Litres
Biodiesel (e.g. B5, B20 – include name here)		Litres		Litres
Ethanol Blends (e.g. E10)		Litres		Litres
Natural Gas		GJ		GJ
LPG		GJ		GJ
Oil		Litres		Litres
Grease		Kilograms		Kilograms
Solvents		Litres		Litres
Bitumen		Tonnes		Tonnes
Electricity				
Electricity (non-renewable)		Kilowatt Hrs		Kilowatt Hours
Electricity (renewable)		Kilowatt Hrs		Kilowatt Hours
Explosives				
ANFO		Tonnes		Tonnes
Heavy ANFO		Tonnes		Tonnes
Emulsion		Tonnes		Tonnes
Other Any other energy use required to be reported by NGER's not included above? Please specify.				

SCHEDULE L – STATUTORY DECLARATION

(clause 20.5)

I,.....(Full name),.....(Position)

OF(Full Address)

in the State of [.....] do solemnly and sincerely declare that:

1. I am authorised by the Subcontractor to make this declaration on its behalf.
2. Attached to this declaration is a payment claim bearing the number and date stated below in respect of the Subcontract between Lendlease Services Pty Limited (ABN 87 081 540 847) and VALORIZA WATER AUSTRALIA PTY LTD (ABN 51 130 481 631) of Level 7, 16 Victoria Avenue, Perth WA 6000, together the LENDLEASE VALORIZA JOINT VENTURE ("LLVJV") and the Subcontractor for the Project described below (Subcontract).
3. All remuneration and other entitlements payable to, or on behalf of, the Subcontractor's employees for work under the Subcontract for the period up to submission of the payment claim have been paid.
4. All amounts due to the Subcontractor's subcontractors and suppliers in respect of work under the Subcontract have been paid.
5. All relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Subcontract and payable by the Subcontractor have been paid.
6. The Subcontractor complies and will continue to comply with the Building Code 2013.
7. All workers engaged by the Subcontractor to perform work under the Subcontract have the legal right to work in Australia.

NAME OF SUBCONTRACTOR: [insert name of Subcontractor]

SUBCONTRACTOR ABN: [insert Subcontractor ABN]

SUBCONTRACT NO: [insert Subcontract number]

PROJECT: [insert name of Project]

PAYMENT CLAIM NUMBER:

PAYMENT CLAIM DATE:

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act* 1900.

Subscribed and declared at

this day of

two thousand

)
)
)
)
)

Signature of declarant

before me:

Signature of authorised witness

.....
Name and qualification of witness** (please print)

CERTIFICATE UNDER SECTION 34(1)(C) OF OATHS ACT 1900

**Please cross out any text that does not apply*

I[insert name],

a[insert qualification to be authorised witness],

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person *or*

*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

2. *I have known the person for at least 12 months *or*

*I have confirmed the person's identity using an identification document and the document I relied on was[describe identification document relied on].

.....
[insert signature of authorised witness]

Date:

****The following persons may witness a Statutory Declaration in the State of New South Wales:**

- (i) a Registrar-General or Deputy Registrar-General;
- (ii) a Justice of the Peace;
- (iii) a Notary Public;
- (iv) an Australian legal practitioner authorised by section 27(1) of the *Oaths Act 1900*;
- (v) a commissioner of the court for taking affidavits; and
- (vi) a person by law authorised to administer an oath under the *Oaths Act 1900*.

SCHEDULE M – DEED OF RELEASE

(clause 20.8)

THIS DEED POLL is made on theday of 20.....

BY **[Insert name of Subcontractor]** (ABN [insert ABN]) of [Insert Subcontractor address] (**Subcontractor**)
IN FAVOUR OF

Lendlease Services Pty Limited (ABN 87 081 540 847) and **Valoriza Water Australia Pty Ltd** (ABN 51 130 481 631), together the **LENLEASE VALORIZA JOINT VENTURE (“LLVJV”)**

SUBCONTRACT: Subcontract dated [insert date of Subcontract]

SUBCONTRACT NO: [insert Subcontract number]

WORKS: [insert name of the Works]

OPERATIVE PROVISIONS:

- (a) The parties acknowledge and agree that the terms used in this Deed Poll shall have the same meaning as the terms defined in the Subcontract.
- (b) The Subcontractor releases and discharges LLVJV, to the extent permitted by law, from and against all Claims, including claims based on statute, common law, unjust enrichment or equity, arising out of, or in connection with, the Subcontract or the Works, except for:
 - (i) any claim for payment of the amount shown as payable in the Final Certificate (if applicable) in accordance with clause 20.8(b) of the Subcontract;
 - (ii) any claim for release of any retention or security, which falls due for release after the date of this Deed Poll; and
 - (iii) any claim which is then the subject of a dispute notified in accordance with clause 22.1 of the Subcontract.
- (c) This Deed Poll may be relied on and enforced by LLVJV in accordance with its terms and may only be amended by another Deed, which must be approved, in writing, by LLVJV.
- (d) This Deed Poll shall be governed by the laws of the State or Territory in which the Site is located.
- (e) The Subcontractor warrants to LLVJV that:
 - (i) all remuneration and other entitlements payable to, or on behalf of, the Subcontractor's employees for work under the Subcontract have been paid;
 - (ii) all amounts due to the Subcontractor's subcontractors and suppliers in respect of work under the Subcontract have been paid; and
 - (iii) all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Subcontract and payable by the Subcontractor have been paid.

Executed as a **DEED POLL**.

Executed by **[insert Name of Subcontractor]** (ABN)
[Insert ABN]) in accordance with section 127 of the)
Corporations Act 2001:)

Director/Company Secretary

Director

Name of Director/Company Secretary

Name of Director

SCHEDULE N – DEED OF NOVATION

(clause 7.3)

THIS DEED is made on the day of 20.... between the following parties:

[Insert Principal] (ABN [Insert Principal ABN]) of [Insert Address] (**Principal**); and

Lendlease Services Pty Limited (ABN 87 081 540 847) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 Australia and Valoriza Water Australia Pty Ltd (ABN 51 130 481 631) of Level 7, 16 Victoria Avenue, Perth WA 6000, together the LENDLEASE VALORIZA JOINT VENTURE (with its successors and assigns, “**LLVJV**”); and

[Insert Subcontractor] (ABN [insert ABN]) of [insert address] (**Subcontractor**).

RECITALS

- A. The Principal and LLVJV entered into a Head Contract in respect of the Project under which LLVJV agreed to undertake certain works.
- B. LLVJV and the Subcontractor entered into a Subcontract under which the Subcontractor agreed to undertake certain works in connection with the Head Contract.
- C. In accordance with the provisions of the Head Contract, the Principal requires LLVJV to novate the Subcontract to the Principal.
- D. The Principal is to be substituted for LLVJV in the Subcontract on the terms set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Defined terms in the Subcontract have the same meanings in this Deed, unless the contrary intention appears.

In this Deed:

Authorisation means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Corporations Act means the *Corporations Act 2001* (Cth).

Deed means this document and any documents attached or incorporated by reference.

Effective Date means the date of execution of this Deed.

Government Agency means:

- (a) a government or governmental department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Head Contract means the agreement between the Principal and LLVJV in respect of the Project dated Insert date.

Project means [Insert name of Project].

Subcontract means the document entered into between LLVJV and the Subcontractor, a copy of which is attached as **Annexure “A”** to this Deed.

1.2 Rules for interpreting this Deed

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a Deed, document or agreement, or a provision of a Deed, document or agreement, is to that Deed, document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this Deed or to any other Deed or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The phrase **related body corporate** has the same meaning as in the Corporations Act.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

2. NOVATION

2.1 Novation to Principal

- (a) From the Effective Date:
 - (i) the Principal has rights against, and owes obligations to, the Subcontractor in connection with the Subcontract; and
 - (ii) the Subcontractor has rights against, and owes obligations to, the Principal in connection with the Subcontract,as if the Principal had been a party to the Subcontract instead of LLVJV as from the date of execution of the Subcontract; and
- (b) Subject to clause 2.2 of this Deed, clause 2.1(a) applies to all rights and obligations between LLVJV and the Subcontractor (whether present or future, actual or contingent), including rights or obligations that arise on or before the Effective Date.

2.2 Obligations prior to Novation

- (a) Clause 2.1 does not require the Principal to assume any obligations of LLVJV under the Subcontract which relate to the period before the Effective Date.
- (b) The parties agree that the Principal is not subject to any counterclaim that arises out of circumstances which relate to the period before the Effective Date.

2.3 Obligations not released

- (a) The Subcontractor is not released from, and is liable to the Principal in respect of, any breach or default of any obligation under the Subcontract, including any obligation owed to LLVJV, which occurred on or before the Effective Date.
- (b) LLVJV is not released from, and is liable to the Subcontractor in respect of, any breach or default of any obligation by LLVJV under the Subcontract, which occurred on or before the Effective Date.

2.4 Release of LLVJV

From the Effective Date, the Subcontractor:

- (c) releases and discharges LLVJV and its related bodies corporate, officers, servants, employees and agents; and
- (d) covenants not to institute or continue any proceeding, claim or demand in any forum or tribunal against LLVJV and its respective related bodies corporate, officers, servants, employees and agents,

from or for any actions, causes of action, suits, liability claims and demands that it may have in relation to the Subcontract after the Effective Date.

2.5 Assignment of security

LLVJV must, on or before the Effective Date, assign to the Principal its rights in any security then held by LLVJV pursuant to the Subcontract and provide the Principal with any such security.

2.6 Transfer of retention

LLVJV must, on or before the Effective Date, transfer to the Principal any retention monies held by LLVJV in accordance with the provisions of the Subcontract.

2.7 Trust monies

Where retention monies are transferred by LLVJV to the Principal, under clause 2.6 of this Deed, from a trust account established in accordance with the *Building and Construction Industry Security of Payment Regulation 2008* (Trust Account), the Subcontractor agrees to release LLVJV from or for any actions, causes of action, suits, liability claims and demands that it may have in relation to the Trust Account after the Effective Date.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties of each party

LLVJV and the Subcontractor each represent and warrant to the benefit of the other parties to this Deed that:

- (a) it is a company limited by shares under the Corporations Act;
- (b) it has full legal capacity and power:
 - (i) to own its property and assets and to carry on its business; and
 - (ii) to enter into this Deed and to carry out the transactions that it contemplates;
- (c) it has taken all corporate action that is necessary or desirable to authorise its entry into this Deed and to carry out the transactions that it contemplates;
- (d) it holds each Authorisation that is necessary or desirable to:
 - (i) execute this Deed and to carry out the transactions that it contemplates; and
 - (ii) ensure that this Deed is legal, valid, binding and admissible in evidence, and it is complying with any conditions to which any of these Authorisations is subject;
- (e) this Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally);
- (f) neither the execution of this Deed, nor the carrying out by it of the transactions that it contemplates, does or will:
 - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (ii) contravene any Authorisation;
 - (iii) contravene any undertaking or instrument binding on it or any of its property; or
 - (iv) contravenes its constitution; and
- (g) it is not entering into this Deed as trustee of any trust or settlement.

3.2 Representation and warranty concerning default

LLVJV represents and warrants to the Principal that LLVJV is not in default under the Subcontract.

3.3 Reliance on representations and warranties

Each party acknowledges that the other parties have executed this Deed and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 3.

4. NOTICES

4.1 How to give a notice

A notice, consent or other communication under this Deed is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

4.2 When a notice is given

A notice, consent or other communication that complies with this clause 4.2 is regarded as given and received:

- (a) if it is sent by mail:
 - (i) within Australia, 3 Business Days after posting; or
 - (ii) to or from a place outside Australia, 7 Business Days after posting; and
- (b) if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day, on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day, on the next Business Day.

4.3 Address for notices

A person's address and fax number are those set out below, or as the person notifies the sender:

Principal

Attention: Insert name
Address: Insert address
Fax number: Insert fax number

LLVJV

Attention: Insert name
Address: Level 14, Tower Three, International Towers Sydney,
Exchange Place, 300 Barangaroo Avenue,
Barangaroo NSW 2000
Fax number: Insert fax number

Subcontractor

Attention: Insert name
Address: Insert address
Fax number: Insert fax number

5. AMENDMENT AND ASSIGNMENT

5.1 Amendment

This Deed can only be amended, supplemented, replaced or novated by another deed signed by the parties.

5.2 Assignment

A party may only dispose of, declare a trust over or otherwise create an interest in its rights under this Deed with the consent of each other party.

6. GENERAL

6.1 Governing law

- (a) This Deed is governed by the laws of the State or Territory in which the Site is located.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State or Territory in which the Site is located and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed, and waives any right it might have to claim that those courts are an inconvenient forum.

6.2 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing and registering this Deed.

6.3 Giving effect to this Deed

Each party must do anything (including executing any document), and must ensure that its employees and agents do anything (including executing any document), that the other party may reasonably require to give full effect to this Deed.

6.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

6.5 Operation of this Deed

- (a) This Deed contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- (b) Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

6.6 Counterparts

This Deed may be executed in counterparts.

6.7 Attorneys

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Executed as a **DEED**.

EXECUTION PAGE

Executed by **[Insert Principal]**
(ABN Insert Principal ABN) in accordance
with section 127 of the Corporations Act
2001:

)
)
)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Executed by **Lendlease Services Pty
Limited** (ABN 87 081 540 847) in
accordance with section 127 of the
Corporations Act 2001:

)
)
)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Executed by **Valoriza Water Pty Limited**
(ABN 51 130 481 631) in accordance with
section 127 of the Corporations Act 2001:

)
)
)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Executed by **[Insert Subcontractor]**
(ABN [insert ABN]) in accordance with
section 127 of the Corporations Act 2001:

)
)
)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

SCHEDULE O - NEW SOUTH WALES CODE OF PRACTICE REQUIREMENTS

(clause 10.7)

NOT USED

SCHEDULE P – QUEENSLAND CODE AND QUEENSLAND GUIDELINES REQUIREMENTS

(clause 10.8)

NOT USED

SCHEDULE Q – FINAL STATEMENT

(clause 20.8)

I,.....(Full name),.....(Position)

OF(Full Address)

in the State of [.....] do solemnly and sincerely declare that:

1. I am authorised by the Subcontractor to make this declaration on its behalf.
2. This declaration is a final statement of all Claims in respect of the Subcontract between LLVJV Services Pty Limited (ABN 87 081 540 847) and the Subcontractor for the Project described below (Subcontract).
3. All Claims by the Subcontractor arising out of, or in connection with, the Subcontract and the Works, including those extensions of time already granted or amounts already paid (whether full or in part):

(a) Original Subcontract Sum	\$	0.00
(b) Agreed Variations and other Claims	\$	0.00
(c) Final Subcontract Sum ((a) + (b))	\$	0.00
(d) Previous payments	\$	0.00
(e) Total cash security (if any) including retention monies but excluding unconditional undertakings (e.g. bank guarantees)	\$	0.00
(f) Less monies retained (if any) for rectification of existing minor omissions and minor defects	\$	0.00
(g) Payment due excluding any cash security stated in (e) ((c) - (d) – (f))	\$	0.00
(h) Security to be released upon Substantial Completion (50% of the cash security stated in (e) or 50% of any other security held by LLVJV) in accordance with clause 4.2(a) of the Subcontract	\$	0.00
(i) Security to be released (representing 50% of the remaining cash security stated in (e) or any other security held by LLVJV) in accordance with clause 4.2(c) of the Subcontract	\$	0.00
4. All amounts shown above are exclusive of GST.
5. The following statement of outstanding claims identifies all Claims that the Subcontractor will make in respect of any fact, matter or thing which occurred prior to the date of submitting this declaration:

Description of Claim (in respect of each Claim, a brief description of the relevant facts on which the Claim is based, or alleged to arise, the legal basis of the Claim and any relevant terms of the Subcontract relied upon)	Notification details (date & identification of documents notifying Claim in accordance with the Subcontract)	Claim Quantum (\$ &/or days claimed for an extension of time to the date for Substantial completion)

NAME OF SUBCONTRACTOR: [insert name of Subcontractor]
SUBCONTRACTOR ABN: [insert Subcontractor ABN]
SUBCONTRACT NO: [insert Subcontract number]
PROJECT: [insert name of Project]

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act* 1900.

Subscribed and declared at)
this day of)
two thousand)
before me:) Signature of declarant

.....

Signature of authorised witness

.....

Name and qualification of witness** (please print)

CERTIFICATE UNDER SECTION 34(1)(C) OF *OATHS ACT 1900*

**Please cross out any text that does not apply*

I[insert name],

a[insert qualification to be authorised witness],

certify the following matters concerning the making of this statutory declaration by the person who made it:

3. *I saw the face of the person *or*

*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.

4. *I have known the person for at least 12 months *or*

*I have confirmed the person's identity using an identification document and the document I relied on was[describe identification document relied on].

.....
[insert signature of authorised witness]

Date:

****The following persons may witness a Statutory Declaration in the State of New South Wales:**

- (vii) a Registrar-General or Deputy Registrar-General;
- (viii) a Justice of the Peace;
- (ix) a Notary Public;
- (x) an Australian legal practitioner authorised by section 27(1) of the *Oaths Act 1900*;
- (xi) a commissioner of the court for taking affidavits; and
- (xii) a person by law authorised to administer an oath under the *Oaths Act 1900*.

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

At the request of [Subcontractor (ABN)] (“the Subcontractor”) and in consideration of LENDLEASE SERVICES PTY LIMITED (ABN 87 081 540 847) and VALORIZA WATER AUSTRALIA PTY LTD (ABN 51 130 481 631), together the LENDLEASE VALORIZA JOINT VENTURE (“LLVJV”) accepting this undertaking in respect of the contract for [insert Pacakege name] [insert name of Financial Institution] unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by LLVJV to a maximum aggregate sum of \$ [insert \$ and amount in words].

The undertaking is to continue until notification has been received from LLVJV that the sum is no longer required by LLVJV or until this undertaking is returned to the Financial Institution or until payment to LLVJV by the Financial Institution of the whole of the sum or such part as John Holland may require.

Should the Financial Institution be notified in writing, purporting to be signed by or for and on behalf of LLVJV that LLVJV desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to LLVJV forthwith without reference to the Subcontractor and notwithstanding any notice given by the Subcontractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to LLVJV the sum of \$ [insert \$ and amount in words] less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by LLVJV and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at [insert place] this [insert date]

SCHEDULE S – RCTI AGREEMENT

Name of Subcontractor: [insert Subcontractor name]

Address: [insert Subcontractor address]

Definitions

ABN Australian Business Number

Contract [insert Subcontract entity name and ABN]

LLVJV [insert **Lendlease Services Pty Ltd & Valoriza Water Australia Pty Ltd together as Lendlease Valoriza Joint Venture** and ABN]

Supplies (Supply) Has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999

I/We agree to the following:

- (a) LLVJV will issue RCTI's in respect of all Supplies provided by the Subcontractor;
- (b) the Subcontractor will not issue tax invoices in respect of the Supplies;
- (c) the Subcontractor acknowledges that it is registered for GST when it enters into the agreement
and that it will notify LLVJV if it ceases to be registered or fails to register;
- (d) LLVJV acknowledges that it is registered for GST, and that it will notify the Subcontractor
if it ceases to be registered for GST or if it ceases to satisfy any of the requirements for raising
RCTI's under taxation legislation or rulings ("RCTI Requirements");
- (e) LLVJV will not issue a document that would otherwise be an RCTI, on or after the date
when LLVJV or the Subcontractor has failed to comply with any of the RCTI Requirements;
- (f) The Subcontractor acknowledges that LLVJV is not obliged to and will not issue an RCTI
in respect of a Supply until:
 - (i) a Payment Schedule has been issued and LLVJV is obligated to pay an amount
to the Subcontractor under clause 24.2 of the Contract;
 - (ii) the Subcontractor has provided the necessary documentation to allow an RCTI to be raised.
- (g) The Subcontractor's ABN is [insert ABN].
- (h) LLVJV may at its sole discretion, by written notice to the Subcontractor, terminate this
agreement and from the date of the notice of termination the Subcontractor will be responsible
for issuing any and all tax invoices in respect of Supplies to LLVJV.
- (i) The Subcontractor shall be liable for and indemnifies LLVJV against any cost, expense,
loss or damage that LLVJV and / or the Subcontractor may incur or suffer as a result of or
in anyway relating to termination of this agreement.

SIGNED as an agreement.

Executed by **Lendlease Services Pty**)
Limited (ABN 87 081 540 847) in)
accordance with section 127 of the)
Corporations Act 2001:)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Executed by **Valoriza Water Australia Pty**)
Limited (ABN 51 130 481 631) in)
accordance with section 127 of the)
Corporations Act 2001:)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Executed by **[Insert Supplier]**)
(ABN [insert Supplier ABN]) in accordance)
with section 127 of the Corporations Act)
2001:)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

ANNEXURE C – SPECIFICATION & TECHNICAL REQUIREMENT

lendlease



Joint venture

ELECTRICAL AND INSTRUMENTATION INSTALLATION PACKAGE

Scope of Works

**BEENYUP STAGE 2 AWRP, FWPS, COYLE ROAD UPGRADE
AND RECHARGE BORE SITES**

Document Number: IW143200-0000-EE-SOW-0011

Title: Scope of Works for Beenyup AWRP Stage 2, FWPS Stage 2, Coyle Road Upgrade, Northern Recharge Site and Southern Recharge Site

Revision: 0

Author(s): D. Oladejo

Date of Issue: 20/12/2016

DOCUMENT REVISION HISTORY

Rev.	Description	Originator	Date	Checked	Date	Approved	Date
0	Issued for Tender	D Oladejo	20/12/2016				

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1. Introduction

1.1. Background

Following the successful construction and commissioning of the 14 GL/year Beenyup Advanced Water Recycling Plant (AWRP) in 2015, the Water Corporation has approved for the design and construction of Stage 2 of the plant which will allow for up to 28GL/year of wastewater to be treated and injected into the Leederville and Yarragadee aquifers.

The Water Corporation has selected 2 proponents to prepare a preliminary design for the Stage 2 plan and submit bid for the design and construction of the plant. Lend Lease and Valoriza Water, working as a joint venture is one of the chosen proponents.

1.2. Purpose

This document describes the Scope of Work for the supply, installation, testing and commissioning of the electrical, instrumentation and control equipment required for the construction and operation of the Stage 2 AWRP, Stage 2 FWPS the upgraded Coyle Road Switchroom as well as the Northern and Southern Recharge Bore Sites. This document is intended to detail the requirements of the LLV JV and the expectations of the Contractor in completing the installation.

This document only describes the scope for the aforementioned works. It is not intended to directly provide the details of how the works should be undertaken by the Contractor (methods of construction, installation techniques, testing and commissioning requirements, etc.). This document should be read in conjunction with the standards, specifications, drawings, documents and other information referred to in this Scope of Work document.

1.3. Definitions

A. For the purposes of this Summary of Works the following definitions shall apply:

- i. The LLVJV means the Lend Lease Valoriza Joint Venture who are preparing a bid and submission to undertake the construction of the work on behalf of the Water Corporation
- ii. "Contractor" refers to the organisation contracted by the LLVJV to undertake the Works;
- iii. "Equipment" means all equipment as detailed in this Scope of Work;
- iv. "Works" means all work to be completed by the Contractor, including detailed design, fabrication, installation, testing and commissioning.
- v. "Contract Documents" means the drawings, lists, standards, specifications, calculations, reports, lists and schedules that detail the locations, arrangements, quantities, materials and methods required for the installation of the Equipment.

1.4. Applicable Documents

The following documents form part of the Contract Documents and shall be referred to by the Contractor in completing the installation:

No.	Title	Document No.	Revision
1	Beenyup AWRP Stage 2 VSD List	IW142300-0000-EE-LS-0001	2
2	Beenyup AWRP Stage 2 Cable Schedule	IW142300-0000-EE-LS-0002	2
3	Beenyup FWPS Stage 2 Cable Schedule	IW142300-0000-EE-LS-0003	2
4	Beenyup Northern Site Stage 2 Cable Schedule	IW142300-0000-EE-LS-0004	2
5	Beenyup Southern Site Stage 2 Cable Schedule	IW142300-0000-EE-LS-0005	2
6	Beenyup AWRP FWPS and Recharge Sites Equipment List	IW142300-0000-EE-LS-0006	2
7	Beenyup AWRP FWPS and Recharge Sites Load List	IW142300-0000-EE-LS-0007	1
8	Beenyup Coyle Rd Stage 2 Cable Schedule	IW142300-0000-EE-LS-0008	1
9	Beenyup AWRP Stage 2 Instrument Cable Schedule	IW142300-0000-EE-LS-0009	1

1.5. Applicable Drawings

The following drawings form part of the Contract Documents and shall be referred to by the Contractor in completing the installation:

No.	Title	Drawing No.	Revision
1.	22kV Main Switchboard upgrade Electrical Design Summary	12410-41-910.1	B
		12410-41-910.2	B
		12410-41-910.3	B
		12410-41-910.4	B
		12410-41-910.5	B
		12410-41-911.1	B
		12410-41-911.2	B
2.	22kV Main Switchboard upgrade - Electrical Design Summary Safety Interlocking Facilities Diagram	12410-41-913.1	B
		12410-41-913.2	B
3.	22kV Main Switchboard Upgrade New Plant No. 1 Feeder - Cable Alignment	12410-41-915.1	C
		12410-41-915.2	C
		12410-41-915.3	B
		12410-41-915.4	B
4.	Beenyup WWTP – 22kV Plant Substation No.3 SB03005A and SB03005B Design Summary Drawing	12410-41-901.1	C1
		12410-41-901.2	C1
5.	Beenyup AWRP – Design Summary Drawing Stage 2 22kV Main Single Line Power Diagrams	LJ20-40-5	B1
		LJ20-40-8	B1
		LJ20-40-9	B1
6.	Beenyup AWRP – Design Summary Drawing Stage 2 MC03502A 415V LV Single Line Diagram	LJ20-40-150.1	B.1
		LJ20-40-150.2	B.1
		LJ20-40-150.3	B.1
		LJ20-40-150.4	B.1
		LJ20-40-150.5	B.1
7.	Beenyup AWRP – Design Summary Drawing Stage 2 MC03502B 415V LV Single Line Diagram	LJ20-40-160.1	B.1
		LJ20-40-160.2	B.1
		LJ20-40-160.3	B.1
		LJ20-40-160.4	B.1
		LJ20-40-160.5	B.1
8.	Beenyup AWRP – Design Summary Drawing Stage 2 MC04502 690V LV Single Line Diagram	LJ20-40-130.1	B.1
		LJ20-40-130.2	B.1
		LJ20-40-130.3	B.1
9.	Beenyup FWPS – Design Summary Drawing Stage 2 MC14501 690V LV Switchboard Single Line Diagram	LJ20-40-140.1	B.1
		LJ20-40-140.2	B.1
10.	Northern Recharge Site – Design Summary Drawing HV Single Line Diagram	MM28-086-700.1	1
		MM28-086-700.1	1
11.	Northern Recharge Site – Design Summary Drawing LV Single Line Diagram	MM28-086-701.1	1
		MM28-086-701.1	1

No.	Title	Drawing No.	Revision
12.	Southern Recharge Site – Design Summary Drawing HV Single Line Diagram	MM29-086-700.1 MM29-086-700.1	1 1
13.	Southern Recharge Site – Design Summary Drawing LV Single Line Diagram	MM29-086-701.1 MM29-086-701.1	1 1
14.	Beenyup AWRP Typical Local Control Station Details	LJ20-40-210.1 LJ20-40-210.2	A.1 A
15.	Beenyup AWRP Low Voltage Distribution Board Schedules	LJ20-41-41.1 LJ20-41-42.1 LJ20-41-43.1 LJ20-41-44.1 LJ20-41-45.1 LJ20-41-46.1 LJ20-41-47.1	A.1 A.1 A.1 A.1 A.1 A.1 A.1
16.	Beenyup AWRP Electrical & Instrument Equipment Layout and Cable Routing	LJ20-41-510.1 LJ20-41-510.2 LJ20-41-511.1 LJ20-41-520.1 LJ20-41-530.1 LJ20-41-530.2 LJ20-41-530.3 LJ20-41-530.4 LJ20-41-530.5 LJ20-41-540.1 LJ20-41-550.1 LJ20-41-550.2 LJ20-41-560.1 LJ20-41-560.2 LJ20-41-570.1 LJ20-41-580.1	A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1 A.1
17.	Beenyup FWPS Low Voltage Distribution Board Schedules	LJ20-42-41.1 LJ20-42-42.1 LJ20-42-43.1	A.1 A.1 A.1
18.	Beenyup AWRP Typical Earthing Connection Details	LJ20-40-012.1 LJ20-40-012.2	A A
19.	Stage 2 AWRP Profibus Networks	Stage 2 AWRP Profibus Networks.pdf	A.1 A.1 A A.1 A
20.	Stage 2 AWRP Fibre Optic Cable	Stage 2 AWRP Fibre	A.1

No.	Title	Drawing No.	Revision
		Optic Cable.pdf	A
21.	South Bores Profibus Network	South Bores Profibus Network.pdf	A A A A
22.	Shared Services Profibus Network	Shared Services Profibus Network.pdf	
23.	North Bores Profibus Network	North Bores Profibus Network.pdf	

1.6. Standards, Codes, and Regulations

In general the Works shall comply with the requirements of:

- » AS/NZS 2067, 3000, 3017 and 3008;
- » Energy Safety WA Electrical Requirements;
- » Water Corporation and the LLVJV policies, standards, and specifications;
- » Water Corporation Design Standards including DS 26-07 *Type Specification for Electrical Installations and DS25-1 Field Instrumentation*;
- » Australian Communications Authority; and
- » Other relevant Australian Standards, authorities, regulations, codes of practice, statutory requirements, and Water Corporation specifications.

If any discrepancy exists between the requirements of the specification and the requirements of Standards or authority regulations, the more stringent requirement shall apply. In each case however, request an instruction from the LLVJV.

1.6.1. Water Corporation Standards and Specifications

The following Water Corporation Standards and Specifications form part of the Contract Documents and shall be referred to by the Contractor in completing the installation:

Standard	Title
DS 21	Major Pump Station – Electrical
DS 22	Ancillary Plant and Small Pump Stations - Electrical
DS 24	Electrical Drafting
DS 25-01	Field Instrumentation
DS 26	Type Specification – All Electrical
DS 28	Water and Wastewater Treatment Plants – Electrical
DS 42-03	Scheme SCADA Equipment and Installation
DS 43-04	Profibus DP and PA Network Design and Installation
DS 80	WCX CAD Standard

DS 29	Electrical Preferred Equipment List – Last Amended 6/05/2014
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2. Summary of Work

2.1. Overview of Work

The works to be completed cover the following main areas:

- » Greater Beenyup Waste Water Treatment Plant Area. This area consists of the following plants/sites which are all located within a one square kilometre boundary at the corner of Ocean Reef Road and Mitchell Freeway. While each site has common interconnections, each is operated independently of one another and each has its own distinct boundaries:
 - Beenyup Advanced Water Recycling Plant (Beenyup AWRP)
 - Beenyup Waste Water Treatment Plant (Beenyup WWTP)
 - Beenyup Feed Water Pump Station (Beenyup FWPS)
 - Coyle Road Main 22kV Substation
- » Northern Recharge Site
- » Southern Recharge Site

The Contractor must become acquainted with the physical location of each site as the scope is required to be completed over the multiple sites, often concurrently.

Throughout this document the scope of works details the overall installation requirements for equipment common to all sites due to the similarities in equipment types and scope. For the benefit of the Contractor, reference is made to the location of the major items of electrical, instrumentation and control equipment when detailing the scope of work. Where scope is specific to a particular site this also explicitly stated in the document.

For each of these areas the Contractor will be generally be responsible for:

- » Offloading, uplifting and installation of equipment provided by the LLVJV;
- » Design, fabrication, supply and installation of all equipment detailed in this document;
- » Interconnection of equipment; and
- » Testing, construction verification pre-commissioning and commissioning support of all equipment.

At this stage, engineering has not progressed on Stage 2 to produce the outputs required for the Contractor to accurately price the scope of work described within. To assist the contractor with pricing, as-constructed Stage 1 drawings have been included, as the requirements for Stage 2 will be identical to Stage 1 for these items. Specifically the Contractor shall refer to the following drawings, schedules or documents:

Stage 2 Scope	Stage 1 Equivalent Reference
Local Control Stations (2.3.2.2)	Beenyup AWRP Typical Local Control Station Details
Low Voltage Distribution Boards (2.3.2.1)	Beenyup AWRP Low Voltage Distribution Board Schedules
Site Wide earthing System (2.3.2.4)	Beenyup AWRP Typical Earthing Connection Details
Equipment Layout and Cable Conveyancing	Beenyup AWRP Electrical & Instrument Equipment Layout and Cable Routing

2.2. General

In general the Contractor shall be responsible for all work related to receiving, offloading and uplifting to laydown areas if required, and installation of all equipment at locations specified in this scope. The installation of free-issued equipment (including Switchboards, Transformers, Bus Duct, Variable Speed Drives and Active Harmonic Filters, Control System Panels, Solenoid Valve Panels, Uninterruptible Power Supplies, and Instrumentation), shall be inspected and approved by the respective suppliers prior to construction verification and commissioning.

The Contractor shall confirm the location, electrical ratings and connection details of all electrical equipment and switchboards furnished by all trades, prior to commencement of installation. Immediately before installation of cabling or cable conveyance (cable ladder/conduits etc.), the Contractor shall re-confirm the location of equipment and connection details. The Contractor should note that **all contract drawings are diagrammatic and as such the Contractor shall check all relevant dimensions, quantities and lengths before proceeding with the work.** The Contractor shall refer any discrepancies or queries to the LLVJV for resolution.

All equipment shall be handled, assembled and installed in accordance with the manufacturer/supplier's methodology, instructions, manuals, requirements or supervision. Any additional supports, brackets, fixings, fasteners etc. shall be provided accordingly to ensure that the installation of equipment is safe, functional and complete. All equipment shall be installed in accordance with the relevant Water Corporation type specifications and this document. It is the Contractor's responsibility to ensure all the latest specifications/documents/drawings are obtained and referenced prior commencing any related work.

Workmanship of the highest quality is required during all stages of the work and the Contractor must ensure that appropriately qualified and experienced personnel are used during all the different stages of the project. All materials supplied should be of the highest quality and must adhere to the requirements of the Contract Documents. The Contractor shall bear all costs related to re-work that may be required, if the qualities of workmanship or materials are not consistent with the aforementioned standards, specifications and documents.

2.3. Scope of Work

2.3.1. Free Issued Items

This section describes the scope requirements for the major items of equipment that will be supplied by others and free-issued to the Contractor for installation. The Contractor should note that all free-issued equipment will in some way interface with equipment supplied by the Contractor, and as such, the Contractor shall ensure they understand the interface points for all equipment:

2.3.1.1. 22kV Switchboards

The Contractor shall install, test and pre-commission four (4) new 22kV Switchboards in the AWRP Stage 1 Switchroom, the Northern Recharge Site and the Southern Recharge Site as detailed on the Contract Documents. Generally each switchboard consists of individual panels that shall be reassembled together and floor mounted.

The Contractor shall also install, test and pre-commission the two circuit breaker extension panels to existing 22kV Switchboards SB03001A and SB03001B at the Main 22kV Substations.

The table below is a summary of the HV Switchboards that will be free issued for the Contractor to reassemble, install and connect.

Location	Equipment Tag	Description
Stage 1 AWRP HV Room	SB03008C	6 panel indoor RMU, floor mounted, including battery chargers and remote operating panel
Stage 1 AWRP HV Room	SB03008D	6 panel indoor RMU, floor mounted, including battery chargers and remote operating panel
North Recharge Site	SBXXXXX	3 panel outdoor RMU, floor mounted, including battery chargers and remote operating panel
South Recharge Site	SBXXXXX	3 panel outdoor RMU, floor mounted, including battery chargers and remote operating panel
Main HV SubStn	SB03001A	Position and install the two extension CB tiers. They shall also terminate new cables at these switchboards and new Remote operating panels
Main HV SubStn	SB03001B	

The 22kV Switchboards and at the AWRP and the Northern and Southern Recharge will each be supplied with a Remote Operating Panel and a DC Power Supply unit. The remote operating panels shall be installed in the respective switching control rooms and the DC power supply units in the HV/LV Switchrooms as detailed on the Contract Documents. At the

Following the mechanical installation and positioning, the Contractor shall supply, install and terminate all LV, earth and ELV cables required for the operation of the 22kV Switchboards, Remote Operating Panels, Main HV Switchroom PLC Cubicle and DC Power Supply Units as per the Contract Documents.

2.3.1.2. Transformers

The Contractor shall install, test and pre-commission nine Power Transformers in the Stage 2 AWRP, Stage 2 FWPS and Recharge Sites as detailed on the Contract Documents. The Contractor should note that the correct positioning of the Stage 2 AWRP Transformers is critical to ensure that the HV cable and LV Busduct connections align and terminate properly. The table below is a summary of the Transformers that will be free issued for the Contractor to install.

Area	Equipment Tag	Description
Stage 2 AWRP	TF03505	3500kVA 22/0.690kV Dry-Type Indoor Transformer
Stage 2 AWRP	TF03506	3500kVA 22/0.690kV Dry-Type Indoor Transformer
Stage 2 AWRP	TF03507	2000kVA 22/0.415kV Dry-Type Indoor Transformer
Stage 2 AWRP	TF03508	2000kVA 22/0.415kV Dry-Type Indoor Transformer
FWPS	TF03230	2500kVA 22/0.690kV Oil-Filled Outdoor Transformer
FWPS	TF03231	2500kVA 22/0.690kV Oil-Filled Outdoor Transformer
FWPS	TF03232	100kVA 690/415V Oil-Filled Outdoor Transformer
Northern Recharge Site	TFXXXXX	1000kVA 22/0.415kV Oil-Filled Outdoor Transformer
Southern Recharge Site	TFXXXXX	630kVA 22/0.415kV Oil-Filled Outdoor Transformer

Following the mechanical installation and positioning, the Contractor shall install and terminate all HV, LV, ELV and earth cables as well as LV busduct required for the operation of the Transformers as per the Contract Documents. HV cables and LV Bus Duct for the transformers will be supplied by others for installation and termination under this contract. All associated LV, earth and ELV cables shall be supplied under this contract.

The Contractor should note that all transformers include factory supplied HV deadbreak termination kits. As such The Contractor is not required to supply HV termination kits for termination of the HV cable for these transformers at their HV terminals. The Contractor is still required to fit and complete the free-issued terminations.

2.3.1.3. Low Voltage Motor Control Centres (MCCs) and High-Current Switchboards

The Contractor shall install, test and pre-commission a total of seven (7) LV Motor Control Centres (MCC) across the Stage 2 AWRP, Stage 2 FWPS, Northern Recharge Site and Southern Recharge Site. Each MCC consists of sections/tiers which shall be assembled and bolted together by the Contractor. The AWRP MCC's will be provided with structural support frames (by others) for the Contractor to assemble and install. The table below is a summary of the MCC's that will be free issued for the Contractor to install.

Area	Equipment Tag	Description
Stage 2 AWRP	MC03502A	415V 3000A MCC with free issued underfloor support frame (disassembled)
Stage 2 AWRP	MC03502B	415V 3000A MCC with free issued underfloor support frame (disassembled)
Stage 2 AWRP	MC04502	690V 3150A MCC with free issued underfloor support frame (disassembled)
FWPS	MC14501	415V 100A MCC
FWPS	MC14502	690V 25000A MCC 2500A
Northern Recharge Site	MCXXXXX	415V 1000A MCC
Southern Recharge Site	MCXXXXX	415V 630A MCC

Each LV MCCs will be supplied with a Remote Operating Panel (ROP). These ROP's shall be installed in the respective switching control room (wall mounted) as detailed on the Contract Documents.

Following the mechanical installation and positioning of the MCC's, Switchboards and ROP's, the Contractor shall supply and install and terminate all LV, earth and ELV cables, and install and terminate LV Busduct required for their operation as detailed on the Contract Documents

2.3.1.4. Low Voltage Busduct

The Contractor shall install, test and pre-commission five (5) sets of 3200A Low Voltage Busduct in the Stage 2 AWRP Substation as detailed on the Contract Documents. Each run of Busduct will be require a roof-truss mounted support system to be installed along the run length, and it is the Contractor's responsibility to design, supply and install the support system in accordance with the Busduct manufacturers documentation.

Following the mechanical installation and positioning of the Busduct, the Contractor shall complete the termination required at each end (MCCs and Transformers). The contractor shall provide suitable LV/ELV cabling in conduit alongside the bus ducts for protection signalling.

2.3.1.5. Low Voltage Variable Speed Drives (VSD's)

The Contractor shall install, test and pre-commission a total of forty three (43) across the Stage 2 AWRP, Stage 2 FWPS, Northern Recharge Site and Southern Recharge Site, in accordance with the contract documents. A number of the VSD come with an external sine wave filter which the contractor must also install. The table below is a summary of the VSD's required to be installed by the contractor.

Area	VSD Installation Required.
AWRP	20 x 415V VSD's between 18.5kW and 110kW
AWRP	14 x 690V VSD's between 110kW and 400kW , 10 require sine wave filters and arc flash detection
FWPS	3 x 690V, 600kW VSD's, each with sinewave filter and arc flash detection
Northern Recharge Site	3 x 415V, 220kW VSD's, each with sine wave filter and arc flash detection
Southern Recharge Site	3 x 415V, 220kW VSD's, each with sine wave filter and arc flash detection

All VSD's include back channel cooling kits which allow the drives to exhaust their heat load externally to the building. To facilitate this, individual ventilation penetrations for the required VSD's have been provided in the precast concrete walls of the LV Switchroom. The Contractor shall install the free issued back channel cooling kits together with the drives. Particular care shall be taken by the Contractor to ensure that the alignment and positioning of the drives and floor frames align with the penetrations in the precast concrete walls of the Switchrooms.

Following the mechanical installation and positioning of the VSD's, the Contractor shall supply and install and terminate all LV, earth ELV and control cables, required for their operation as detailed on the Contract Documents.

The Contractor shall install, test and pre-commission 12 free-issued Arc Flash Light Detectors (AFLD) for applicable VSDs inside their LV switchrooms in accordance with the Contract Documents. Each AFLD shall be wall-mounted adjacent to its corresponding VSD. Following the installation of the AFLDs the Contractor shall supply, install and terminate all ELV cabling required for the operation on the AFLD's as detailed in the Cable Schedules.

For each VSD that is fed via single core (not 3C+E) power cables, the Contractor shall also supply, install and terminate a single core PVC/PVC earth cable between the VSD earthing terminal and its corresponding MCC feeder module earth bar.

2.3.1.6. Low Voltage Active Harmonic Filters (AHF)

The Contractor shall install, test and pre-commission two (2) 300A 415V AHF's and four (4) 240A 690V AHF's panels in the Stage 2 AWRP LV Switchroom as detailed on the Contract Documents. The table below is a summary of the AHF's that will be free issued for the Contractor to install.

Area	Equipment Tag	Description
Stage 2 AWRP	EF03503	415V 300A AHF with backchannel cooling; requires support frame
Stage 2 AWRP	EF03504	415V 300A AHF with backchannel cooling; requires support frame
Stage 2 AWRP	EF04505	690V 240A AHF; requires support frame
Stage 2 AWRP	EF04506	690V 240A AHF; requires support frame
Stage 2 AWRP	EF04507	690V 240A AHF; requires support frame
Stage 2 AWRP	EF04508	690V 240A AHF; requires support frame

The AHF's in the Stage 2 AWRP LV Switchroom shall be floor mounted on steel frames that shall be supplied and installed by the Contractor. The two 415V AHF's in the Stage 2 AWRP LV Switchroom include back channel cooling

kits. As per the requirements for VSD's, the Contractor shall install the free issued back channel cooling kits with these 415V AHF's and, shall ensure correct positioning and alignment with the ventilation penetrations in the precast concrete walls of the Switchroom.

Following the mechanical installation and positioning of the AHF's, the Contractor shall supply and install and terminate all LV, earth, ELV and control cables, required for their operation as detailed on the Contract Documents.

2.3.1.7. Uninterruptible Power Supply (UPS)

The Contractor shall install, test and pre-commission a number of Uninterruptible Power Supply (UPS) units across the Stage 2 AWRP, Northern Recharge Site and Southern Recharge Site as detailed on the Contract Documents. The table below is a summary of the UPSs' that will be free issued for the Contractor to install.

Area	Equipment Tag	Description
Stage 2 AWRP	UP03502	415V 8kVA 3Ph In / 3Ph Out in AWRP LV Switchroom; requires floor frame
Northern Recharge Site	UPXXXXX	415V 3kVA 3Ph In / 1Ph Out in LV Switchroom, mounted on concrete floor
Southern Recharge Site	UPXXXXX	415V 3kVA 3Ph In / 1Ph Out in LV Switchroom, mounted on concrete floor

The UPS units will be supplied with separate batteries, battery cabinets, input isolation transformers and maintenance bypass switches which the Contractor shall install to form the completed UPS system. UP03502 and its battery cabinet shall be floor mounted on a support frame that shall be supplied and installed by the Contractor.

Following the mechanical installation and positioning of the UPS units, the Contractor shall supply and install and terminate all LV, earth, ELV and control cables required for their operation as detailed on the Contract Documents.

2.3.1.8. Site-wide HV Ring Main and associated Fibre Optic cabling.

Extending from the new Main HV Substation, the Contractor shall install/re-expose, terminate, test and pre-commission the of High Voltage (HV) and Fibre Optic (FO) cables as listed below, required for the interconnection of the site HV ring main, HV protection and Main HV Switchroom Monitoring and as detailed on the Contract Documents. HV and FO cables associated with the HV protection and Main HV Switchroom monitoring will be free issued and installed underground by others, for termination by the contractor. **Supply and installation of FO cables for the Stage 2 AWRP Control System form part of this Contract.**

In general all earthworks, trenching, conduits, pits, markers etc required for the conveyance of the HV and FO cables will be completed by others.

The table below provides a summary of the Contractors scope for the installation of HV and HV-related FO cables: Control System FO Cables are detailed in the cable schedules.

Cable Number	From	To	Cores	Size (mm ²)	Scope of Works
High Voltage Cables					
SB03001A-SB03007-P1	22kV Switchboard No.1	GWRT RMU SB03007	3 x 1C	150	Install and terminate both cable ends and test cable
SB03008A-SB03008D-P1	AWRP SB03008A	AWRP SB03008B	3 x 1C	150	Install and terminate both cable ends and test cable
Fibre Optic Cables associated with Main HV System (Control System FO Cables are separately detailed in the cable schedules)					
CC03101-CC08101F1	HV Substation Control Cubicle CC03101	Substation No. 5 (ARWP)	24C	Fibre Optic	Re-expose, install, terminate both cable ends and test cable
CC03101-CCxxxx-F1	HV Substation Control	Substation No. 5	24C	Fibre	Re-expose, pull cable into building

Cable Number	From	To	Cores	Size (mm ²)	Scope of Works
	Cubicle CC03101	(ARWP)		Optic	and test cable

At the completion of the cable installation work, the Contractor shall coordinate all necessary testing and verification, protection settings and switching operations (including coordination with Western Power Corp at the new HV Substation) in accordance with the approved HV Cutover Procedure.

2.3.1.9. Ultra-Violet (UV) System Control Panels

The Contractor shall install, test and pre-commission two (2) UV System Control Panels in the Stage 2 AWRP LV Switchroom as detailed on the Contract Documents. The UV Control Panels shall be mounted on structural support frames that will be free issued to the Contractor to install.

Following the mechanical installation and positioning of the UV Control Panels, the Contractor shall install and terminate all HV, LV and ELV cables, between the Panels and the UV equipment. These cables will be supplied by others as detailed in the Contract Documents. The Contractor should note that the specialized HV cable to the UV equipment shall be installed in cable compartments separate from all other cabling.

2.3.1.10. Coarse and Fine Screen System Control Panels

The Contractor shall install, test and pre-commission a control panel for each of the Coarse Screen and Fine Screen Systems, in the UF Feed Pump Station Area as detailed on the Contract Documents. The Control Panels shall be mounted on the wall of the screens building.

Following the mechanical installation and positioning of the Control Panels, the Contractor shall install and terminate all LV and ELV cables, between the Panels and the screens equipment. The contractor shall supply, install and connect IP56 local isolators for each of the 6 screens.

2.3.1.11. UF Skid Panels

Following the mechanical installation and positioning of the eight (8) UF Skids and UF Test Skid, the Contractor shall install and terminate Profibus DP cables between the UF Skid & UF Test Skid IO Panels and the plant control system panels in accordance with the Contract drawings.

The UF Skids will be supplied complete with integral Solenoid Valve Panels. These eight (8) panels will be pre-connected to valves located on the UF Skids however these Panels also control valves which are separate from the UF Skids. The Contractor shall install and terminate pneumatic tubing and valve position switch cabling for eight (8) valves between each UF Skid Solenoid Valve Panel and the valves (64 valves in total). Tubing and limit switch cabling will be supplied by the UF Skid vendor, refer to the UF Skid Cable Schedule for full details on cabling.

Each UF Skid will be supplied complete with a Turbidity Analyser stand/panel for separate mounting. The Contractor shall install the Analyser Stands and terminate power and Profibus DP cabling between each Analyser stand and its respective UF Skid Control Panel. Cabling will be supplied by the UF Skid vendor, refer to the UF Skid Cable Schedule for full details on cabling.

2.3.1.12. RO Skids

Following the mechanical installation and positioning (including reassembly after shipping) of the four (4) RO Skids and RO Test Skid, the Contractor shall carry out the following work:

- ▯ Install and terminate Profibus DP cables between the RO Skid IO Panels and the plant control system panels in accordance with the Contract drawings; and
- ▯ Reconnect and test those RO Skid cables previously disconnected for shipping, as described in the RO Skid Cable Schedule.

The RO Skids will be supplied complete with integral Solenoid Valve Panels. These four (4) panels will be pre-connected by others to valves located on the RO Skids however these Panels also control valves which are separate from the RO Skids. The Contractor shall install and terminate pneumatic tubing and valve position switch cabling for seven (7) valves between each RO Skid Solenoid Valve Panel and the valves (28 valves in total). Tubing and limit switch cabling will be supplied by the RO Skid vendor, refer to the RO Skid Cable Schedule for full details on cabling.

2.3.1.13. Service Water System

Following the mechanical installation and positioning of the Service Water System, the Contractor shall install and terminate all LV and ELV cables, between the individual items (motors and instruments) on the Service Water skid and the plant Control System RIO Panel and the MCC.

2.3.1.14. Diesel RO Flushing Pump

Following the mechanical installation and positioning of the Diesel Pump Skid, the Contractor shall install and terminate all LV and ELV cables, between the Diesel Pump Control Panel and the plant Control System RIO Panel and Distribution Board.

2.3.1.15. Compressed Air System

Following the mechanical installation and positioning of the Air Compressors, the Contractor shall install and terminate all LV and ELV cables, between the Air Compressors and the plant Control System RIO Panel and MCC, and in-between each of the Air Compressors.

2.3.1.16. HV Key Interlock System

The Contractor shall install, test and pre-commission the site interlocking system. This will include works at existing substations and must be done in accordance with the HV cutover plan. A summary of the works to be completed is as follows:

- ▯ 1 x new Key Exchange Box to replace existing Key Exchange Box #1 at Main 22kV Switchroom 1
- ▯ 1 x new Key Exchange Box to replace existing Key Exchange Box #10 at Main 22kV Switchroom 2
- ▯ 2 x new Key Exchange Box's at AWRP HV Switchroom
- ▯ 2 x new Key Exchange Box's at Main 22kV Substation
- ▯ 1 x interlock Barrels to be replaced at the GWRT RMU
- ▯ 1 x interlock Barrels to be replaced at Key Exchange Box #2 located at GWRT Substation
- ▯ 1 x interlock Barrels to be replaced at Key Exchange Box #12 located at AWRP HV Switchroom

2.3.1.17. Control System Panels

The Contractor shall install, test and pre-commission a total of twenty nine (29) Control Systems Panels (Control Cabinets) in locations as detailed on the Contract Documents.

Three of these Control Cabinets are to be installed in the Stage 2 AWRP LV Switchroom, which has a raised floor. As such they will require mounting on a support frame that shall be supplied and installed by the Contractor.

Following the mechanical installation and position of the Control Cabinets, the Contractor shall install and terminate all LV, ELV, Instrument Earth, Fibre Optic, and Communication cables required for the operation of the equipment as per the contract drawings.

2.3.1.18. Solenoid Valve Panels

The Contractor shall install seven (7) Solenoid Valve Panels in locations as detailed on the Contract Documents.

Following the mechanical installation and position of the Solenoid Valve Panels, the Contractor shall install and terminate all LV, ELV, Instrument Earth and Communication cables required for the operation of the equipment as per the contract drawings.

The Contractor shall also supply, install and connect pneumatic tubing (including fittings) between Solenoid Valve Panels and valve actuators.

2.3.1.19. Instrumentation

The Contractor shall install all Field Instrumentation in accordance to the Instrument List in locations indicated on Contract drawings. All process connections for instrumentation, except mechanical connection of magnetic flowmeters within pipework, shall be carried out by the Contractor in accordance with the Instrument Hookup Diagrams. The Contractor shall provide for additional hardware (adaptors, tubing & tube fittings) described in the revised Instrument Hookup Diagrams.

Instrumentation located on Sample (Analyser) Panels or on Chemical Dosing Panels will be installed in the panels (including process connection) by others.

The Contractor shall connect/terminate power, signal, and communications cables to all instrumentation (including instrumentation on Sample Panels and instruments on Chemical Dosing Panels) except for instrumentation on UF Skids, RO Skids, and UV units.

The Contractor shall test and pre-commissioning all instrumentation as per the Instrument List. Pre-commissioning shall be deemed to include setup and configuration of all internal parameters within instruments. For analytical instruments pre-commissioning shall also include calibration using standards and reagents provided free-issue to the Contractor. Assistance with commissioning of analyser's will be provided by the manufacturer's representative. The Contractor shall supply and install stanchions to facilitate the mounting of instruments at AWRP and FWPS in accordance with the Contract Documents. Specifically the Contractor shall refer to document (476104-DEI-DS-0508) for details of the stanchions required.

2.3.1.20. Sample Panels (Analyser Panels)**2.3.1.21. Following the mechanical installation and positioning of the Sample Panels, the Contractor shall install and terminate all LV, ELV, and communications cables, between the instruments on the sample panels and the respective plant Control System RIO Panels, and to Distribution Boards. Chemical Unloading Panels**

Following the mechanical installation and positioning of the Unloading Panels, the Contractor shall install and terminate all LV, ELV, and communications cables, between the Unloading Panels and the respective plant Control System RIO Panels, and to Distribution Boards. The Contractor shall supply and install mounting facilities including stanchions.

2.3.1.22. Chemical Dosing Panels

Following the mechanical installation and positioning of the Dosing Panels, the Contractor shall install and terminate all LV, ELV, and communications cables, between the individual instruments and pumps on the Dosing Panels and the respective plant Control System RIO Panels, and Distribution Boards and MCC's.

2.3.1.23. Profibus PA Junction Boxes and Profibus PA/DP Surge Protection Modules

The Contractor shall install and connect free-issued Profibus PA Junction Boxes (including passive terminators) as shown on Profibus Network Drawings (but noting that all junction boxes will actually be supplied as 8-port units) and

Electrical Equipment Layout Drawings.

Some Profibus PA junction boxes have surge protection modules, as shown on the Profibus Network Drawings. These surge protectors will be free-issued and shall be installed inside the Profibus JB's by the Contractor. The Contractor shall also make the associated bonding connections to local structural metalwork (cables included in Cable Schedule).

2.3.2. Contractor Supplied Items

This section describes the scope requirements for the major items of equipment that shall be supplied and installed by the Contractor. All Contractor supplied equipment shall adhere to Standards referenced in Section 1.5 of this document. In general equipment shall be designed, fabricated and/or procured in accordance with the design requirements of the Contract Documents. The contractor is to provide details of all supplied equipment for approval by the LLVJV prior to purchasing. This is to include Water Corporation compliant design documentation where noted in this Scope of Works.

2.3.2.1. Low Voltage Distribution Boards

The Contractor shall supply, install, test and pre-commission nine (9) Distribution Boards (DB) for process equipment, plant services and UPS distribution as detailed on the Contract Documents. The Contractor should note that light and small power distribution switchboards will be supplied and installed under a separable portion of the Contract. for submain connection by this Contractor

Following the installation and positioning of the DB's the Contractor shall install and terminate all LV, earthing and ELV cables and fittings required upstream and downstream of the DB's to complete the installation.

The Contractor shall allow for the cabling and termination for all available circuits, even those circuits that are provisioned as spare. For spare circuits without a cable allocated, the Contractor shall allow for the installation of 75m of 0.6/1kV 2.5mm² 2C+E Cu/PVC/PVC cable for each circuit.

2.3.2.2. Local Control Stations (LCS)

For each load fed from a LV MCC's the Contractor shall supply, install, test and pre-commission Local Control Stations (LCS) and mounting stanchions required for the manual operation, isolation and emergency stop of the equipment. The quantities, arrangement, positioning, schedule, types and details of the LCSs as detailed on the Contract Documents.

2.3.2.3. Local Isolators

The Contractor shall supply, install, test and pre-commission IP56 full load break local isolators for each of the following:

- 2 x Overhead Cranes in the AWRP Stage 2 RO/UF process building.
- 1 x Overhead Cranes in the AWRP Stage 2 Recharge Water Feed Pump building.
- 2 x Roller Gates
- 11 x Roller Doors
- 6 x Coarse/Fine Screen Units

2.3.2.4. Site Wide Earthing System

The Contractor shall supply, install, test and pre-commission the site-wide earthing system as detailed on the Contract Documents. This includes but is not limited to the supply and installation of earth electrodes and grading rings, equipotential bonding of structural steelwork and concrete reinforcement tails, building earth bars and all LV and instrument earth (IE) earthing cable required to complete the earthing system. Earth electrodes and grading rings are only required at the Stage 2 AWRP, Northern Recharge Site and Southern Recharge Site. A summary of the main earthing electrode requirements at each site is detailed below:

Area	Earthing electrode requirements
Stage 2 AWRP	2 x 35mm diameter earth rods drilled 4m into the ground.
Northern Recharge Site	2 x 35mm diameter earth rods drilled 10m into the ground.
Southern Recharge Site	

Note that the cable schedules only show main earthing connections, and the Contractor shall provide all additional earthing cables required for bonding of metallic structures including pipework, walkways, tanks, plinths, pipe racks and cable ladder.

2.3.2.5. Equipment Structural Supports

There are numerous items of equipment which require structural supports, stands, stanchions, hangers, struts and braces to complete the mechanical installation of equipment. As discussed in Section 2.3.1, in some cases this equipment will be free issued to the Contractor for installation, however in the majority of cases the Contractor shall supply and install the support systems required to complete the mechanical installation and positioning of equipment.

All structural support equipment provided by the Contractor shall be designed such that is suitable for equipment being supported and the environment in which the equipment is installed.

2.3.2.6. Cables

The Contractor shall supply (except where explicitly stated as free-issue), install, test and pre-commission all cables as detailed in the Contract Documents. This includes the following categories of cables:

- LV power cables;
- ELV power cables;
- Control cables;
- Communications Cables;
- Fibre Optic Cables;
- Fibre optic Patch Leads;
- Earthing cables; and
- Instrumentation cables;

The Contractor shall supply all necessary cable ties, termination glands, termination kits, cable ID markers and core markers, to complete the installation.

Cabling requirements are listed in the Cable Schedules, with the main cable routes identified on the Contract Drawings. Contractor shall note that route lengths stated in the cable schedules shall be verified by the contractor before cable procurement.

2.3.2.7. Cable Conveyance

Except where explicitly stated otherwise, the Contractor shall design, supply and install all above-ground cable conveyance systems (cable ladders, cable trays, trunking and conduits) required for all HV, LV and ELV equipment as detailed on the Contract Documents.

In general below ground conduits and cable pits will be installed by others.

Along the interior eastern and western walls of the Stage 2 AWRP main process building, a 400mm deep, 1700mm wide cable trench has been included as part of the building structure. It is intended that this trench will be used for the main arterial runs for the majority of equipment located within the Stage 2 process building. In general the Contract Documents provide sufficient detail to route the arterial runs to most equipment, however they do not provide details of the final circuit runs which terminate at the equipment/source. The Contractor shall determine the optimal routing/layout for the final circuit runs using the guidance provided in the Contract Documents, and submit the planned routing/layout to the LLV JV for approval. Once the Contractor has installed the cable ladders/conveyance for the final circuit runs they shall be marked up on the contract drawings "As Built".

2.3.3. Miscellaneous Works

2.3.3.1. FWPS Electrical Infrastructure Replacement

At the Feed Water Pump Station, the existing electrical infrastructure is being replaced to facilitate the installation and operation of three new 600kW Feed Water Pumps. The scope of work for the installation of the new equipment is covered in section 2.3.1; however the Contractor shall also undertake the uninstallation and removal from site of the following existing equipment:

Equipment Tag	Description
TF03230	750kVA 22/0.415kV Oil Filled Kiosk Transformer
TF03231	750kVA 22/0.415kV Oil Filled Kiosk Transformer
MC14501	1200A 415V MCC
VSD140101	220kW 415V Feed Water Pump 1 VSD
SWF14101	300A 415V Feed Water Pump 1 Sine Wave Filter
VSD140102	220kW 415V Feed Water Pump 2 VSD
SWF14102	300A 415V Feed Water Pump 2 Sine Wave Filter
VSD140103	220kW 415V Feed Water Pump 3 VSD
SWF14103	300A 415V Feed Water Pump 3 Sine Wave Filter
JB140101	Feed Water Pump 1 Outdoor Junction Box
JB140102	Feed Water Pump 2 Outdoor Junction Box
JB140103	Feed Water Pump 3 Outdoor Junction Box

With the exception of the 750kVA transformers, the uninstallation shall include the disconnection and removal of all upstream and downstream cables associated with the equipment. For the 750kVA transformers, the Contractor shall only remove LV cabling, while retaining the HV cabling for the replacement transformer. All other equipment within the FWPS LV Switchroom and process area shall be retained.

The equipment shall be uninstalled in accordance with the LLVJV progressive changeover plan for the FWPS.

2.3.3.2. Fire & Security System Interface

Supply and install interface cables between Control System Panels and each of the following:

- ▯ Security System Master Panel
- ▯ Security System AWRP Sub-Panel
- ▯ CCTV System Master Panel
- ▯ Fire System Master Panel

2.3.3.3. Hard-wired Equipment Protection Interlocks

Supply and install interface cables between instruments and MCC's and/or VFD's for hardwired equipment protection interlocks as described in logic drawings.

2.3.3.1. Surge Protection Modules for Profibus Field Devices

Some Profibus field devices (Profibus PA instruments and Profibus DP actuators) require local surge protection devices, as shown on the Profibus Network Drawings. These surge protectors shall be supplied and be installed (including termination of earth cables and/or provision of local earth electrodes if required) by the Contractor.

2.3.3.2. UF Skid Turbidity Analysers

The Contractor shall install, test and pre-commission eight (8) free-issued UF Skid Turbidity Analysers as detailed in the Contract Documents. The analysers will be provided with support stands which the Contractor shall also install. Following the installation and positioning of the Analysers and stands, the Contractor shall supply, install and terminate all LV, earth and ELV cable as well as sample tubing required to for the operation of the analysers.

2.3.4. Contractor Services

This section describes the scope requirements for services required by the Contractor which are not directly related to installation and cabling of electrical equipment. These services are required to complete the installation of equipment, and to ensure that the HV, LV, ELV and Control Systems can be energised safely, ready for commissioning and operation.

2.3.4.1. Setup of Protection Relays

The Contractor shall undertake the setup/programming of the power system protection settings of all electronic relays, circuit breakers, motors starters, drives and filters as required to commission the equipment. The power system protection settings will be included in a report that will be provided by the LLVJV. The following equipment is within the contractor's scope:

- » All AWRP, FWPS, Recharge Sites and Main HV Substation HV Fuses, Circuit Breakers and their associated Protection Relays
- » All LV MCC Incomer and Bustie Air Circuit Breakers (ACB's)
- » All LV MCCB's and MCB's (where applicable)
- » All LV Electronic Motor Protection Relays
- » All LV VSD's and AHFs

This activity shall be carried out in accordance with the Contract Documents.

2.3.4.2. Detailed Design of Contractor Supplied Equipment

The Contractor shall undertake detailed design of supplied equipment in accordance with Water Corp design standards, including design of Local Control Stations, distribution boards, cable support systems, and any additional equipment required to complete the installation. LLVJV approval is required for all contractor designs.

2.3.4.3. As Built Drawing Mark Ups

After the installation has been completed and tested, the Contractor shall submit a full set of red-lined mark ups of the Contract Drawings and Documents (where necessary) to "Work as Constructed" status. This shall include drawings prepared by the Contractor where necessary.

2.3.4.4. HV Supply Cut Over Procedure

The Contractor shall coordinate with the LLVJV and other contractors in finalising the HV Supply Cut Over Procedure prior to undertaking this work.

2.4. Supplementary Requirements

In undertaking the scope and services outlined in the preceding sections it is expected that the Contractor shall allow to complete the following:

- » The provision for mobilisation and demobilisation of transportation, construction plant, equipment and tools being necessary to install the works under the Contract in accordance with the requirements of this Document;
- » Obtaining all statutory approvals and payment of all statutory charges and fees, in a timely manner, required to complete the work under the Contract. Note, LLVJV will prepare and submit the HV Installation Proposal (HV Submission).
- » Supply of necessary secure shelter for the storage on site of Contractor-supplied equipment;
- » Assembly and installation of all free-issued equipment as specified by the LLVJV;
- » Site inspection of materials and equipment for the Works;
- » Maintaining sufficient materials on Site to meet the construction program, with a reasonable reserve to compensate for changes in the work under the Subcontract or the construction program;
- » Supply of any tools and equipment required for the installation of the Subcontract Work, and associate test equipment;
- » Alignment of all structures and equipment including free-issued materials and equipment;
- » Setting out of all equipment to the LLVJV and suppliers requirements;
- » Coordination with equipment suppliers for close out of installation and testing requirements;
- » Installation of all bolts and fasteners required to secure installed equipment;
- » Installation of non-cast-in attachments – mechanical anchors, chemical anchors etc.;
- » Rectification of works as and when instructed by the LLVJV;
- » Repainting and/or touch up painting of all items damaged in unloading, storage and installation;
- » Supply of Redline mark-ups of drawings for all components of the Works, to be used for As-Built;
- » Compilation and maintenance of Work Packs to plan, execute and close out each stage of the Works. The Contractor shall include competent personnel in their team to compile and maintain the Work Packs as substantial work in compiling work packs is expected.
- » Quality control of materials used in the execution of the Works;
- » Provide quality assurance documentation;
- » Compliance with all Statutory and Site Specific requirements during the on-site component of the works;
- » Liaison with the other Contractors working on site to minimise respective disruption and coordinate Site access where there are conflicts;
- » Scheduling of the works to allow for handover and/or access to other Contractors associated with other sections of the works.
- » Verification of all earthing installations, including any rectification works found necessary during testing.

2.5. Work Excluded

The following work does not form part of this Contract and is to be carried out by others:

- » Supply of free issue equipment as detailed herein
- » Supply and Install of instrumentation by vendor (others) within equipment skids for UF, RO, and UV Systems
- » Site preparation and civil works including buildings, cable trenching and below ground conduits and draw pits.
- » Building Services (HVAC, Fire and Security, Lighting and Small Power) for all switchrooms, admin buildings, offices, plant and external areas Contractor is responsible for power/control connection to these services only.
- » Earth tails from rebar bonds
- » Commissioning after Contractor has completed all testing and safely energised the installation. Dry and wet commissioning will be performed by others. The Contractor shall provide resources as required at agreed day rates to assist commissioning if required.
- » Sample pipework between process pipe and sampling panels.
- » Installation of magnetic flow meter primary element.
- » Off-frequency earthing injection testing.
- » Grouting.
- » Protection Relay Setting Study

2.6. Battery Limits

For this scope of work, the following battery limits apply;

- » Rebar earthing tails shown on drawings for termination by Contractor.
- » LV/HV Cable ends (including running earth) that are brought into and outside the switchrooms by others for install and termination by Contractor
- » Fibre Optic Cable ends that are brought into the switchrooms by others for install and termination by Contractor
- » Incoming cable supply connection (supply, install and terminate by Contractor) at the light and small power Distribution Boards. These DBs will be designed, supplied and installed under a separable portion of this contract.
- » Process pipe tappings with isolation valve for instrumentation.
- » HV power supply at the supply cables from the Western Power switchboards at the Main 22kV switchroom. Supply of cable, termination of cables at WP switchboard and testing is to be by Western Power. The Contractor is to terminate these cables at SB03001A and SB03001B only.

3. Inspection, Testing, Commissioning, Validation and Verification

3.1. Contractor Requirements

The Contractor will complete necessary testing, documentation and punchlist rectification works in order to achieve Construction verification. All calibrated test equipment required for testing is to be provided by the Contractor.

Once installation works have been completed the Contractor will provide a certificate of completion verifying the work and the adherence to the relevant standards, specifications and design documentation.

The Contractor is required to make provision for pre-commissioning testing and configuration of electrical equipment including but not limited to the testing outlined in the specialist works below.

The Contractor shall provide specialist expertise for the following works:

- Profibus installation, termination and testing;
- HV cable installation, termination and testing;
- Fibre Optic installation, termination and testing;
- Ductor testing of switchgear;
- Primary and secondary injection testing of CTs and Protection Relays;
- Air Circuit Breaker and HV/LV Protection Relay configuration.

3.2. Commissioning

The Contractor will provide a schedule of rates for assistance during commissioning including personnel and equipment rates.

3.3. Completions Process

The Process for Construction, Installation and Commissioning onsite is as follows:

1. Installation Contractor issues ITPs for approval
2. After approval of ITPs, Work packs are created and assigned to installation contractors
3. Installation works complete (Stage 1 checksheets and redline as-builts completed)
4. Contractor Prepares completed work pack for Review by the LLVJV prior to punchlist walkdown
5. Walkdown of subsystem to create punchlist
6. All Category A Punchlist items rectified and signed off, Work Pack completion approved by the LLVJV
7. Construction Verification achieved, Subsystem handed over to Commissioning team
8. Pre-energisation checks (Part of Stage 2 Checksheets), Category B Punchlist items Complete – Notice of energisation issued for subsystem
9. Subsystem energised
10. Dry Commissioning - Stage 2 checksheets completed
11. Introduction of process fluids
12. Wet Commissioning - Stage 3 checksheets and Category C punchlist items completed
13. Commissioning works complete (Stage 2/3 checksheets and redline as-commissioned drawings completed)
14. Performance Testing
15. Facility handover

3.3.1. Completions Management System

Construction, Installation and Commissioning progress will be tracked and documented using a Completions Management System (CMS) called Completions Connect. This tool divides the entire project into subsystems and allocates workpacks to be completed by contractors.

As such the Contractor is required to complete all checksheets and other documentation associated with the works described in this summary as necessary for import into Completions Connect. This documentation will be assigned to the Contractor as one or multiple workpacks.

3.3.2. Checksheets

The Checksheets to be completed will fall under the three stages of completion and are as follows:

- » Stage 1 Checksheets – To be completed as part of Construction/Installation prior to submission of workpacks and construction verification
- » Stage 2 Checksheets – To be completed as part of Dry Commissioning, includes both pre-energisation checks as well as functional testing post energisation.
- » Stage 3 Checksheets – To be completed as part of Wet commissioning prior to facility handover and includes wet/load testing of equipment

3.3.3. Non-Conformance Reports

Should a representative of the LLVJV or the Water Corporation identify some aspect of the Contractor's equipment, materials or works which does not conform to the specification, design or site requirements then a non-conformance report will be raised. These reports will identify the non-conformance and the specification, design or site requirement for which it does not conform. The Contractor is required to rectify the issue by the date indicated.

3.3.4. Punchlisting

After the Contractor has prepared and issued a subsystem workpack for review by the LLVJV, the Contractor's subsystem will be walked down by representatives of the LLVJV, Water Corporation, the Contractor and any other stakeholders in order to create a Punchlist for input into Completions Connect. Items on the punchlist will be categorised into one of three categories with rectification timescales as follows:

- » Category A – Item must be rectified prior to achieving Construction Verification
- » Category B – Item must be rectified prior to energisation
- » Category C – Item must be rectified during commissioning prior to the subsystem being handed over

Clearance of these punchlist items will require clearance sheet signoff from a suitably authorised Contractor representative verifying that the rectification works have been completed. These clearance sheets are subject to verification and signoff by the LLVJV

3.3.5. Construction Verification

Stage 1 checksheets are to verify the correct manufacture and installation of equipment and will include but not necessarily be limited to the following:

- » Point to Point, polarity and insulation resistance testing of all cables
- » Earth continuity geo-ohm and earth system ductor tests
- » Site Acceptance Testing of major electrical equipment including MCCs, switchboards, transformers, VSDs and active harmonic filters.

- » Verification of installation of all equipment as per drawings including rating, orientation, labelling etc.

Clearance of these checksheets will require signoff from a suitably authorised Contractor representative verifying that the tests were carried out correctly and that the equipment met the requirements of the installation. These clearance sheets are subject to verification and signoff by the LLVJV.

To achieve Construction Verification the Contractor must submit a work pack containing the following:

- » All completed stage 1 check sheets
- » All subsystem relevant Redline As-built drawings
- » All completed Category A Punchlist Item clearance sheets
- » All relevant ITPs completed and signed
- » Record of Contractor internal punchlist
- » As constructed Survey Information as required
- » TQ list relevant to work pack with all relevant TQs resolved
- » NCR list relevant to work pack with all relevant NCRs resolved and verified
- » Calibration register of all test equipment used

Each of these is to be signed off by a suitably authorised Contractors representative and is to be reviewed by the LLVJV prior to approval/signoff.

3.3.6. Stage 2 Checks

Stage 2 checksheets are to verify the correct operation of equipment installed by the contractor, these shall be

- » Earth Continuity rechecks
- » Voltage readings and transformer tappings
- » Polarity
- » Phase rotation
- » Earth Leakage protection
- » RCD protection
- » Earth Loop Impedance

Clearance of these checksheets will require signoff from a suitably authorised Contractor representative verifying that the tests were carried out correctly and that the equipment met the requirements of the installation. These clearance sheets are subject to verification and signoff by the LLVJV.

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12410-041-901-01	LJ20-040-160-05	Shared Services Profibus Network
12410-041-901-02	LJ20-040-170-01	South Bores Profibus Network
12410-041-910-01	LJ20-040-170-02	
12410-041-910-02	LJ20-040-170-03	
12410-041-910-03	LJ20-040-210-01_2	
12410-041-910-04	LJ20-040-210-02_2	
12410-041-910-05	LJ20-041-041-01_A	
AWRP Profibus Networks	LJ20-041-042-01_A	
DS 24 - Elec Drafting - V0 R2	LJ20-041-043-01_A	
DS 40-03 - IO Addressing - Ver1 Rev0	LJ20-041-044-01_A	
DS 40-04 - IO Lists - Ver1 Rev0	LJ20-041-045-01_B	
DS_21_-_Major_Pump_Station_-_Elec V1R6	LJ20-041-046-01_A	
DS_22_-_Ancillary_Plant_and_Small_Pump_Stations V1R4	LJ20-041-047-01_B	
DS_28_-_Water_and_Wastewater_Treatment_Plants_-_Electrical_Ver_1_Rev_5	LJ20-041-510-01_1	
Electrical_Prefered_Equipment_List_040613	LJ20-041-510-02_1	
Fibre Optic Cable	LJ20-041-511-01_1	
IW142300-0000-EE-LS-0001 - Beenyup AWRP Stage 2 VSD List	LJ20-041-520-01_1	
IW142300-0000-EE-LS-0002 - Beenyup AWRP Stage 2 Cable Schedule	LJ20-041-530-01_1	
IW142300-0000-EE-LS-0003 - Beenyup FWPS Stage 2 Cable Schedule	LJ20-041-530-02_1	
IW142300-0000-EE-LS-0004 - Beenyup Northern Site Stage 2 Cable Schedule	LJ20-041-530-03_1	
IW142300-0000-EE-LS-0005 - Beenyup Southern Site Stage 2 Cable Schedule	LJ20-041-530-04_1	
IW142300-0000-EE-LS-0006 - Beenyup AWRP FWPS and Recharge Sites Equipment List	LJ20-041-530-05_1	
IW142300-0000-EE-LS-0007 - Beenyup AWRP FWPS and Recharge Sites Load List	LJ20-041-540-01_1	
IW142300-0000-EE-LS-0008 - Beenyup Coyle Rd Stage 2 Cable Schedule	LJ20-041-550-01_1	
IW142300-0000-EE-LS-0009 - Beenyup AWRP Stage 2 Instrument Cable Schedule	LJ20-041-550-02_1	
LJ20-040-005-01	LJ20-041-560-01_1	
LJ20-040-006-01	LJ20-041-560-02_1	
LJ20-040-007-01	LJ20-041-570-01_1	
LJ20-040-008-01	LJ20-041-580-01_1	
LJ20-040-009-01	LJ20-042-041-01_A	
LJ20-040-012-01_A	LJ20-042-042-01_A	
LJ20-040-012-02_A	LJ20-042-043-01_A	
LJ20-040-140-01	LJ20-042-510-01_1	
LJ20-040-140-02	LJ20-043-041-01_A	
LJ20-040-150-01	MM28-086-700-01	
LJ20-040-150-02	MM28-086-700-02	
LJ20-040-150-03	MM28-086-701-01	
LJ20-040-150-04	MM28-086-701-02	
LJ20-040-150-05	MM29-086-700-01	
LJ20-040-160-01	MM29-086-700-02	
LJ20-040-160-02	MM29-086-701-01	
LJ20-040-160-03	MM29-086-701-02	
LJ20-040-160-04	North Bores Profibus Network	

SCHEDULE 1 – FORM OF ACKNOWLEDGEMENT TO SUBMIT A TENDER

TO:	Lendlease Services Pty Ltd and Valoriza Water Australia Pty Ltd, together the Lendlease Valoriza Joint Venture “LLVJV”
PROJECT:	Tender for Beenyup Advanced Water Recycling Plant (Stage 2)
PROJECT NO:	91T201-103
TENDER NO:	RFQ-071
WORKS:	E&IC Installation
TENDER ISSUE DATE:	22 December 2016
TENDER CLOSING DATE:	19 January 2017

Authorised Representative:

.....
(Please Sign)

Name:

.....
(Please Sign)

Title:

.....
(Please Print)

Company:

.....
(Please Print)

Date:

SCHEDULE 2 – FORM OF TENDER

Conforming Tender

Tender submitted to: Lendlease Services Pty Ltd and Valoriza Water Australia Pty Ltd, together the Lendlease Valoriza Joint Venture “LLVJV”

Project: Tender for Beenyup Advanced Water Recycling Plant (Stage 2)

Project No.: 91T201-103

Contract Works package: RFQ-071

- (a) I/We tender to perform the Works described in the Tender Documents and enclosed tender contents (**Tender**) in accordance with the Contract and,
- (i) for the lump sum Tender Price tendered in Schedule 3 - Tender Price of:
\$[insert] (GST exclusive)
- and/or alternatively,
- (ii) at the rates in accordance with the schedule of rates tendered in Schedule 3 – Tender Price. The Tender Price total of amounts shown in the schedule of rates is:
\$[insert] (GST exclusive)
- (b) I/We confirm that the Tender complies in every respect with the requirements of the Conditions of Tender (including the Contract) and all other Tender Documents and in consideration of LLVJV considering the Tender, agree to be bound by the obligations under the Conditions of Tender and the Tender Documents.
- (c) I/We acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.
- (d) I/We confirm that we are duly registered as a supplier for GST purposes.
- (e) I/We have allowed in our Tender for the requirements contained in all Tender Addenda issued to us under clause 11 of the Conditions of Tendering) and identify each addendum by its number and date of issue as follows:

Number [insert]	Brief Description [insert]	Date [insert]
Number [insert]	Brief Description [insert]	Date [insert]
Number [insert]	Brief Description [insert]	Date [insert]

Name of Tenderer:

ABN of Tenderer:

Address of Tenderer:

Signature of Tenderer's
Authorised Representative:

Title:

Date

SCHEDULE 2 – FORM OF TENDER

Non-Conforming Tender

Tender submitted to: Lendlease Services Pty Ltd and Valoriza Water Australia Pty Ltd,
together the Lendlease Valoriza Joint Venture “LLVJV”

Project: Tender for Beenyup Advanced Water Recycling Plant (Stage 2)

Project No.: 91T201-103

Contract Works package: RFQ-071

- (a) I/We tender to perform the Works described in the Tender Documents and enclosed tender contents (**Tender**) in accordance with the Contract as amended by the those departures described below or appended to this Schedule and,
- (i) for the lump sum Tender Price tendered in Schedule 3 - Tender Price of:
\$[insert] (GST exclusive)
- and/or alternatively,
- (ii) at the rates in accordance with the schedule of rates tendered in Schedule 3 – Tender Price.
The Tender Price total of amounts shown in the schedule of rates is:
\$[insert] (GST exclusive)
- (b) I/We confirm that the Tender complies in every respect with the requirements of the Conditions of Tender (including the Contract) and all other Tender Documents and in consideration of LLVJV considering the Tender, agree to be bound by the obligations under the Conditions of Tender and the Tender Documents.
- (c) I/We acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.
- (d) I/We confirm that we are duly registered as a supplier for GST purposes.
- (e) I/We have allowed in our Tender for the requirements contained in all Tender Addenda issued to us under clause 11 of the Conditions of Tendering) and identify each addendum by its number and date of issue as follows:

Number [insert]	Brief Description [insert]	Date [insert]
Number [insert]	Brief Description [insert]	Date [insert]
Number [insert]	Brief Description [insert]	Date [insert]

Departures:

Name of Tenderer:

ABN of Tenderer:

Address of Tenderer:

Signature of Tenderer's
Authorised Representative:

Title:

Date

SCHEDULE 3 – TENDER PRICE

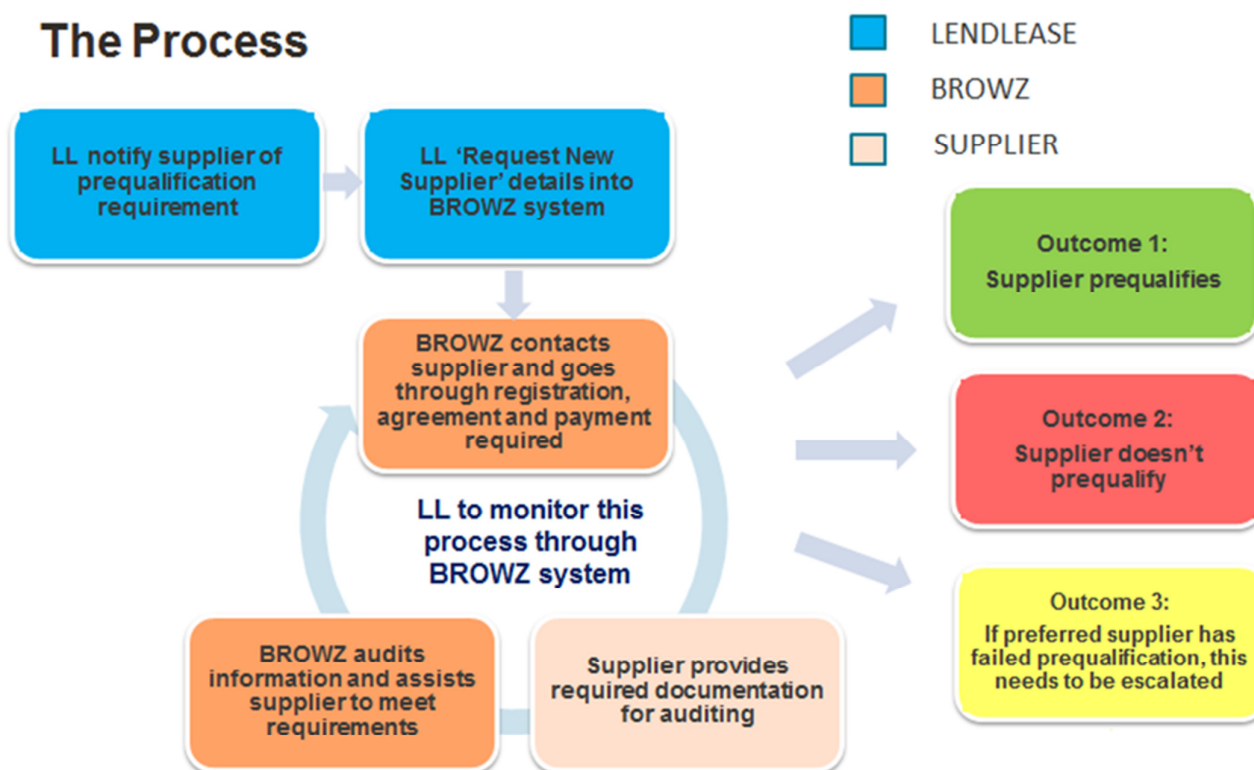
Please formally price in the WBS excel provided with the tender document.

SCHEDULE 4 – GENERAL INFORMATION TO BE SUPPLIED BY THE TENDERER

Upon shortlisted, the tenderers are required to be qualified into Browz system at their own cost which is up to \$1,700.00. Followings are the procedure of Browz qualification system.

Step	
1.	Submit New Supplier Request
2.	BROWZ contacts supplier and goes through registration agreement and payment
3.	Supplier to provide BROWZ with the required documentation
4.	BROWZ audits information and generates a compliance status
5.	For suppliers that require assistance in meeting our minimum standards, contact should be made with the relevant Functional team to work through the issues.

The Process



SCHEDULE 5 – PROJECT SPECIFIC INFORMATION TO BE SUPPLIED BY THE TENDERER

1. Tenderers are to take note of the following when submitting their tenders.

a) Tenderers are required to submit as follows:-

i) Commercial Proposal (Volume 1)

Documents in PDF format comprising of:-

- Summary of Tender Amount
- Breakdown of Tender Amount
- Schedule of Delivery
- Schedule of Daywork

ii) Technical Proposal (Volume II)

Documents in PDF format comprising of:-

- Copy of LLVJV Technical requirement
- Filled Schedule of Technical requirement
- Tenderer design proposal compliance to LLVJV Technical Requirement.

A copy of the Contract document is available for inspection at JV's interim site office situated at Level 3, 195 Great Eastern Highway, Belmont WA 6104 during office hours by appointment. Failure on the part of a subcontractor/vendor to become fully acquainted with the full impact of all terms and conditions of this enquiry, whether expressed or implied, shall not be grounds to invalidate the Tender or a contract to supply the Package.

2. Methodology

(a) Set out your proposed methodology to successfully undertake the Works within the proposed timeframe and budget.

3. Operational Requirements and Program

(a) Attach to this schedule a construction program services schedule which complies with the Contract programming or scheduling requirements.

(b) *[insert any other operational information required]*.

4. Financial Statements

(a) Attach current financial statements for your business, including an Annual Report for the last financial year.

5. Company Licence Details

(a) State your appropriate company licences for undertaking the Works under the Contract.

(b) List the status and grade of each licence.

6. Warranties, As-Built Drawings, Completion Documentation and Records

(a) List and provide details of the above documents and records to be submitted as part of the Works.

The warranties shall specifically comprise followings:-

- i) Performance Warranties in accordance to design criteria stated in the Technical Requirement.
- ii) Guarantee replacement costs in accordance to projected replacement of membrane. (First Pass & Second Pass).
- iii) Provision of collateral warranty to the Water Corporation

7. Environment Health & Safety

(a) Details your understanding of the EH&S risks and hazards you anticipate that are associated with the Works under the Contract.

(b) Provide details of your proposed control measures.

(c) Staff Organisation - the Tenderer's EH&S representative(s) who will be responsible for the Tenderer's EH&S management for the Works (including any works provided by suppliers to the Tenderer) and for the Tenderer's participation in LLVJV's overall EH&S management system.

8. Quality

- (a) Documented procedures/processes that will be undertaken on the Project to plan/manage/control the following:
- Construction, service or product related documentation and records
 - Non-conforming or defective product, services, or work methods
 - Corrective Action and Preventative Action
 - Internal audits
- (b) The format of Inspection & Test documentation the Tenderer intends using on the Project, including associated checklists and records for:
- Inspection & testing of products or services constituting the Works, i.e. Inspection and Test Plans (ITPs) and any associated checklists
 - Handling, preservation and storage of products/materials
 - Inspection Measuring and Test Equipment
- (c) Staff Organisation - the Tenderer's management representative (quality manager) who will be responsible for the Tenderer's QMS for the Works (including any works provided by suppliers to the Tenderer) and for the Tenderer's participation in LLVJV's overall QMS.

9. Design

If the Works include temporary or permanent design to be carried out by or for and on behalf of the Tenderer the following will apply:

- (a) Provide a description of the scope of all design work to be carried out
- (b) Provide the identity and curriculum vitae of all persons responsible for the design, and/or person(s) who will certify either or both of the integrity of the design and that the Works have been carried out in accordance with the design.
- (c) Identify the scope of any design to be carried out by a person(s) not being an employee of the Tenderer and the organisation employing such person(s).

10. Other Information

The Tenderers will be responsible for procurement functions (including purchasing, expediting, inspection, shipping, receiving, unloading, preservation, and storing). Procurement shall be performed in accordance with the requirements as listed below:

Within thirty (10) working days of contract award, the successful tenderer shall provide a detailed procurement and execution plan, broken down per building as appropriate, or as LLVJV may require and shall include as a minimum:

- (a) Procurement schedules which are to including but not limited to:
- Material and equipment - order, fabrication, shipping and required on site dates.
 - Remote location fabrication (if any) - shipping and required on Site dates.
 - Schedules of all procurement activities; and
 - Manpower numbers by month and histograms.
- (b) Procurement organization chart, complete with names, telephone numbers and e-mail addresses. Identify which positions (individuals) will transfer to the Jobsite.
- (c) Master list of suppliers, which includes names of proposed vendors (sub-tier vendors) and location(s) for each material and equipment type. Subcontractor shall obtain LLVJV's prior approval of all vendors/suppliers, prior to issuing a purchase order.

- (d) Identification of long lead items. Long lead items are those items that fall within the critical path of the Subcontract Schedule.
- (e) Procurement tracking system to be utilized.
- (f) Fabrication inspection requirements.
- (g) A quality assurance / quality control program.
- (h) Equipment and materials preservation plan.
- (i) Compliance to Schedule 9 General Specification for Logistics & Shipping.

11. Project Control Plans

The Subcontractor shall prepare, implement and maintain a Project Controls Management Plan which identifies the project control procedures, processes and systems to be that to be utilised to control the delivery of the project.

This includes the Project Controls tools and processes that will be utilised to manage and control the data to support reporting and enable informed decision making to facilitate the delivery of the Project Works and reporting obligations in accordance with the requirements.

As a minimum requirement the Plan is to identify:

- Methodology and Approach, including
- Policies, processes and procedures including
 - programming, program tools (including scheduling software (P6), 4D planning and other tools), and the approach to schedule development, management and integration;
 - cost control and forecasting;
 - progress measurement systems including basis for earned value measurement and how data will be collected, validated and shared among systems;
 - cost and time integrated performance baseline management and control procedures
 - progress claims / application for payment process including the proposed method of progress measurement for each Control Account;
 - change control including change notices;
 - reporting including proposed templates for detailed reports, dashboards covering all project controls functions;
 - document control;
 - issues management;
 - risk management integration with project controls; and
 - BIM integration with project controls, how BIM will be utilised to support the capture and display of progress data
 - project systems implementation strategy, integration and data management
- Governance
- Roles and responsibilities
- Risk assessments and controls
- Performance management and reporting
- Audits and inspections
- Implementation and Communications

A.1 Monthly Project Performance Reporting

The intent of the Monthly Project Performance Report (MPPR) is to provide a comprehensive appreciation of status of the execution of the Project Activities.

All reporting must be submitted in accordance with the D & C Contract to the Contract Representative on the first business day of each month to cover the previous month's data.

The Subcontractor is encouraged to propose any innovative reporting tools it has at its disposal to improve the efficiency and effectiveness of the reporting process and to minimise duplication of effort. The preference is to have graphical summary data showing actual/forecast vs plan over written reports.

Written sections of reports should focus on reporting by exception rather than documenting everything that has transpired according to plan.

The MPPR content requirements are set out below; the final format and content must be agreed during the finalisation Stage.

LLVJV reserves the right to issue a template for the MPPR, which the Subcontractor shall utilise.

Executive Summary Contents

Executive summary can potentially be presented as a project dashboard, and must include:

- safety – issues, actions, statistics and incidents;
- program – key milestone dates and critical activities;
- progress (in period and cumulative position in terms of Earned Value) vs baseline;
- cost – summary of costs incurred to date and forecasts costs vs baseline;
- risks – summary of key risks;
- change control – statistics on variations, Claims and Early Warnings raised, approved, rejected and implemented in period;
- resources – planned vs actual numbers, significant personnel changes;
- contractual matters;
- engineering design summary status for each design package / discipline;
- procurement summary status of the top critical packages;
- construction summary status for each area / package;
- commissioning summary status for each system;
- environmental and sustainability summary;
- quality status; and
- any other matter the Corporation's Representative reasonably requires.

Main Report Body

I. Health and Safety

The Subcontractor must provide the following health and safety information in addition to the monthly reporting requirements of the Corporation:

- Reportable Accidents, Incidents and Near Misses with a breakdown by type;
- management actions and initiatives in period;
- audits and site inspections;
- monthly safety indicators (lead and lagging) ; and
- detailed investigation and/or audit findings

II. Design Status (If applicable)

Status of design for all sections of the Project Works and Temporary Works, including:

- design status for each major package / discipline of the Project Works and Temporary Works;
- comparison of actual to planned design progress;
- significant progress/deliverables forecast for the next period;
- value engineering outcomes;
- details of any delays, potential delays and issues likely to affect timely completion of design;
- progress of approvals and the outcomes of engagements with Third Party project stakeholders;
- critical information required from the Client and Third Parties including dates; and
- design resources current and planned.

- an up-to-date copy of the engineering deliverables register which shows the forecast and actual dates for the issue to the Client of design packages and/or sub-packages/lots, for each Design Stage. The register must identify for each package the WBS and D&C Program activity reference where applicable; and
- BIM Design and construction clash issues, including BIM model status, issues, clashes, reviews.

III. Procurement Status

Procurement log showing the significant or critical materials subcontract / purchase order number, description, forecast and actual bid release dates, materials subcontract / purchase order release dates, required-onsite dates and forecast delivery date.

IV. Construction Status

Details of the progress of construction covering all aspects of the Project Works and Temporary Works, including an overview of major activity on the Construction Site showing:

- progress achieved for each element;
- significant progress/deliverables forecast for the next period;
- current versus baseline resources and staffing levels;
- current versus baseline plant and equipment levels;
- photographic record of construction progress for the period;
- 2D site layout plans highlighting work areas in progress, including Temporary Works; and
- industrial relations report.

V. Program including:

- Gantt charts using Primavera, P6 (Version 8.1 or later) displaying the Current D&C Program versus the D&C Baseline Program. The specific format of these program layouts is to be approved by the LLVJV, but will include:
 - all major milestones and activities;
 - summary at control account level;
 - early start and finish dates, duration total float, and logic relations for each activity;
 - the critical path network;
- program narrative focussing on potential delays without mitigations;
- significant milestones achieved or delayed;
- updated progress "S" curves for total project and at work package or control account level showing baseline vs actual/forecasts that align with program and progress measurement systems;
- supporting information to include:
 - list of significant changes made to activities and logic;
 - analysis of the critical path, and sub-critical paths;
 - summary of any program quality reports run in the period; and
 - any other specific information or layouts as requested by the Client.

VI. Cost

Cost reported against the WBS to at least Control Account level including:

- actual cost per period and forecast cost per period vs cost baseline;
- variance narrative; and
- spend against unapproved variations.
- Financial status including insurances.

VII. Risk

- Summary risk narrative of performance against requirements of the Risk Management Plan;
- top 10 risks (and opportunities) and any changes in rating;
- QSRAs undertaken in period or planned next period; and
- Current version of the Risk Register (format to be agreed).

VIII. Change

- Summary of status of changes and potential changes type/age/status/impact (cost and time);
- significant pending variations and Claims and Early Warnings; and
- significant approved variations and Claims.

IX. Quality

- summary narrative of performance against requirements of the Quality Plan;
- summary of the inspection and testing of products and services associated with the Project Works during the preceding month;
- summary of quality reviews and audits (internal and external) undertaken by the Subcontractor during the preceding month and proposed to be undertaken by the Subcontractor during the following two months;
- reviews and updates to the Quality Plan;
- status of all Project Plans current version, next version due, status of reviews;
- a schedule of all outstanding non-conformances, including identifying which non-conformances have been closed out;
- results of corrective action or improvements to quality system since the last monthly report; and
- a summary of selection, surveillance and audit of subcontractors carried out during the preceding month.

X. Environmental - incidents

- summary of performance against sustainability targets plus actions to improve performance;
- summary of performance against Environmental key performance indicators plus actions to improve performance;
- material use summary data sheet.

A.2 Weekly Project Performance Reporting

A weekly report and dashboard is to be issued by the Subcontractor covering similar issues as the Executive Summary from the MPPR.

Earned Value performance reporting should be done on a weekly basis, giving exactly Planned Vs actuals vs earned.

Provide an up-to-date six week look-ahead register of all planned submissions and/or activities that involve the Stakeholders. The types of deliverables and events must include documentation, studies, drawings, plans, statements, certificates, reports and activities including workshops, testing, audits, witnessing, inspections and approvals.

12. TenderDocs Portal Instructions

The TenderDocs Portal will be used by tenderers for downloading tender documents, sending mail correspondence and uploading final submissions. Please refer to the below instructions from QA Software that provides instructions on how to use this portal.

In addition to these instructions, please be advised of the following:

- a) Login username and password will be provided in the Invitation to Tender email sent to you via our document management system Teambinder.
- b) There will be two main mail types (Tender Query and Letter) that can be used within the mailbox. Please use **Tender Query** for any technical queries you may have, and **Letter** for any commercial queries.
- c) Your bid submission will be required to be submitted via this portal. The file formats that have been allowed are ZIP, PDF, WORD and EXCEL.

If you experience any problems with the TenderDocs portal, please contact Jodie.Glaister@lendlease.com.

TenderDocs Website

Overview

TenderDocs is TeamBinder's external website for use by tenderer's who have been invited to Tender on packages issued via the TeamBinder Package module.

TenderDocs enables Tenderer's to receive and acknowledge tender packages; download the tender documents, raise questions, receive addendums and answers, and submit their bid.

The purpose of keeping TenderDocs outside of TeamBinder is primarily so that it is not necessary to give tenderer's access to live projects unless they are awarded a tender and also to keep the information in TeamBinder uncluttered with that relating to unsuccessful tenderers.

After Tenderer's receive an invitation to Tender (Issued by TeamBinder) by email, they are directed to the TenderDocs website where they can use their unique login to download the specific documents released with the tender package.

The tenderer is then able to correspond with the Tender Issuer in regard to any queries. The Tenderer will also receive any Addendums to tender via the same portal. Finally the Tendered will be able to submit their tender package in the required format.

Access the TenderDocs portal

To launch TenderDocs use the URL <http://www.teambinder.com/TenderDocs5>

At the page that appears enter your User ID, Company ID and password (you will have received this information in your invitation to tender).

At the TenderDocs home page you will see a list of menu options on the left hand side of the screen.

Downloading Tender Documents

To view Packages you have been invited to tender on and to download the Tender Documents:

1. Click the **Packages and Documents** option at the left hand menu.
2. If you are involved in more than one project with the client, select the Project you are interested in and all packages you have been invited to tender on will be displayed.
3. Now simply click on the Package number or Title to open the details about the package. By Default the tender Documents will be listed.
4. Select the documents to download using the tick boxes (you can select all documents by ticking the box above the first document in the list) and click the **Download** button to download the tender documents.

Notes:

- (a) The default display of documents listed against the Tender Package has then sorted by the order they were issued in (e.g. the documents including in the original invitation, then the documents relating to each addendum in turn). To view only the Latest tender documents for the package, click the **Latest** option.

Sending Questions and Receiving Answers

Should you want to submit a question to the client about the Tender, this can be done via the Mail option at the left menu or by using the Mail tab within the Package Details window.

From within the Package Details window, click on the **Mail** tab. This will display all notices received (Inbox) in regard to the Tender including the original tender invitation notification and any mail you have sent to the client (Sent Items).

To send the client a question by mail:

1. With the Mail tab selected within the Tender Package details, click the **New** button
2. Select the mail type to use (if prompted)
3. Complete the question details (note that who the mail is sent to is managed automatically by the system).
4. Click **Send**.

Notes:

- (a) When you get a response to your mail you will receive an email notification. You can then log into TenderDocs and view the reply via the mail tab and if necessary continue the correspondence thread by using the **Reply** button after first selecting the mail.
- (b) Switch between Inbox and Sent Items to view mail that you have received or Sent.
- (c) Use the Mail button at the left menu to view all mail across all tender packages you are involved in (either Sent or Received).
- (d) Within the Mail register accessed via the Mail button at the left menu, if you are creating a new mail you will also need to select the Project and the Package the mail relates to.

Submit a Bid

When you are ready to submit your final bid to the client, this should be done via the Submission option within TenderDocs.

To submit a bid:

1. From within the TenderDocs portal, locate the Tender Package and click on it in the register to open the details.
2. Now click on the **Submission** option at the left menu.
3. Against the relevant Criteria upload your bid documents by clicking on the **Upload New** or **Replace Existing file** options

Note that the file formats you can select will be restricted to those that have been allowed by the Tender Issuer.

4. Once the files have been uploaded, click on the **Complete Submission** button.
5. Click the OK button when prompted that your submission was successful.

Notes:

- (a) Whether or not you are allowed to upload replacement or additional documents to your submission after you have clicked Complete Submission and before the tender closes is managed by the client.

SCHEDULE 6 – BUILDING CODE 2013 REQUIREMENTS

DECLARATION OF COMPLIANCE WITH THE BUILDING CODE 2013

Name of Australian Government project tendered for:

.....
Name of Tenderer.....

ABN.....

- (a) The Tenderer confirms that it has complied with the Building Code 2013 (**Building Code**), in preparing this Tender.
- (b) The Tenderer undertakes that it complies with the Building Code, and has complied with the Building Code from the time of lodgement of this tender, and that it will require compliance by its related entities (see section 8 of the Building Code).
- (c) The Tenderer undertakes to ensure compliance from all subcontractors and consultants engaged on this project, should it be the successful Tenderer. All contracts must expressly require compliance with the Building Code.
- (d) The Tenderer agrees that it and its subcontractors and its related entities will provide LLVJV, the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the Project and Works the subject of this Contract;
 - (iii) interview any person; and
 - (iv) any document requested under this contract. The document must be provided within the period specified either in person, by fax or by post,
 as is necessary to demonstrate its compliance with the Building Code.
- (e) The Tenderer acknowledges that it is aware the Commonwealth or Minister for Employment and Workplace Relations may impose a sanction on a Tenderer or Contractor that does not comply with the Building Code. The sanction imposed may include but is not limited to:
 - (i) the reporting of the breach to an appropriate statutory body or law enforcement agency (if there is evidence that the breach may also be a breach of a Commonwealth or State law), or industry association;
 - (ii) issuing of a formal warning that future breaches may lead to more significant sanctions;
 - (iii) preclusion from Tendering for any Commonwealth funded building and construction work for a specified period;
 - (iv) communication of sanction details to all Commonwealth agencies to ensure a 'whole-of-Government' approach;
 - (v) publication of details of the breach and identification of the party committing the breach; and
 - (vi) a reduction in the number of tendering opportunities that are given.
- (f) The Tenderer is to select which of the following clauses in italics is appropriate and delete the remaining clause:
 - (i) The Tenderer hereby gives its consent, and confirms that its related entities give their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Building Code and whether or not a sanction has been imposed on the Tenderer and/or related entity of the Tenderer, for the exercise of their statutory and portfolio responsibilities (the **Purposes**).

OR

- (ii) The Tenderer has previously given its consent, and confirms that its related entities have previously given their consent, to disclosure by the Commonwealth, its agencies and ministers, of information concerning the Tenderer's and its related entities' compliance with the Building Code and whether or not a sanction has been imposed on the Tenderer and/or a related entity of the Tenderer for the exercise of their statutory and portfolio responsibilities

(the **Purposes**), and confirms that the Tenderer and its related entities have not revoked that consent.

- (g) The Tenderer has obtained or will obtain the consent of each subcontractor and consultant proposed in its Tender to disclosure by LLVJV, the Commonwealth, its agencies and ministers, of information concerning the proposed subcontractors, compliance with the Building Code and whether or not a sanction has been imposed on any proposed subcontractor, for the Purposes.
- (h) The Tenderer acknowledges that the consents provided in clause (f) are not limited to this Tender process as the Tenderer is expected to comply with the Building Code in future projects.
- (i) The Tenderer will:
 - (i) Describe how the Tenderer has complied with the Building Code in the past (if the Tenderer has undertaken Australian Government funded construction work in the past) and how it will comply if successful. For example, the tenderer will:
 - (A) comply with the Building Code;
 - (B) require compliance with the Building Code from all subcontractors before doing business with them;
 - (C) apply the Building Code to privately funded projects after they first lodge an expression of interest or tender for an Australian Government project;
 - (D) ensure that contractual documents allow for a person occupying a position in the Fair Work Building Industry Inspectorate to access sites, documents and personnel to monitor compliance with the Building Code, including privately funded construction sites;
 - (E) ensure project managers or head contractors establish appropriate processes to ensure freedom of association;
 - (F) ensure there is a work health safety and rehabilitation (**WHS&R**) plan for the Project;
 - (G) respond to requests for information concerning Building Code-related matters made on behalf of Code Monitoring Group (**CMG**);
 - (H) where practicable, ensure contractors or subcontractors initiate voluntary remedial action aimed at rectifying non-compliant behaviour when it is drawn to their attention;
 - (I) ensure that CMG secretariat is notified of any alleged breaches, voluntary remedial action taken or other Building Code-related matters within 21 days of the party becoming aware of the alleged breach; and
 - (J) be aware that and ensure that sanctions applied under the Building Code are enforced including the exclusion of identified parties from work opportunities in accordance with decisions advised by CMG.
 - (ii) Where the Tenderer proposes to subcontract an element of the work, the Tenderer is either to:
 - (A) provide the information detailed at (i) in relation to each subcontractor; or
 - (B) detail how the Tenderer intends to ensure compliance with the Building Code by each subcontractor.
 - (iii) Ensure that where threatened or actual industrial action occurs on a project, contractors, subcontractors, consultants or project managers report such action to LLVJV and the Funding Entity.
- (j) Where the Tenderer has a Fair Work Act 2009 (Cth) enterprise agreement that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
 - (i) the ability for employees to appoint a representative in relation to the dispute;
 - (ii) in the first instance procedures to resolve the dispute at the workplace level;
 - (iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - (iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.

Privately Funded Projects:

- (k) The Tenderer declares that, in respect to privately funded projects:
- (i) The Tenderer and its related entities will comply with the Building Code on all the Tenderer's and its related entities' future privately funded projects.
 - (ii) The Tenderer must maintain adequate records of compliance with the Building Code by the Tenderer, its subcontractors and related entities.
 - (iii) The Tenderer agrees that it and any of its related entities will provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, with access to:
 - (A) inspect any work, material, machinery, appliance, article or facility;
 - (B) inspect and copy any record relevant to the Project the subject of this Contract; and
 - (C) interview any person, as is necessary to allow validation of its compliance with the Building Code.
 - (iv) The Tenderer agrees that the Tenderer and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.
 - (v) The Tenderer will ensure that the Tenderer and its related entities permit LLVJV, the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to have access to records and the related entities' and subcontractors' premises (to inspect and copy records), as is necessary to ensure that the subcontractors and related entities are complying with the Building Code.

Date:.....

Signed for and on behalf of.....(ABN).....

by.....

[Insert name and position held]

SCHEDULE 7 – NSW CODE OF PRACTICE AND NSW GUIDELINES REQUIREMENTS

NOT USED

SCHEDULE 8 – QLD CODE OF PRACTICE AND QLD GUIDELINES REQUIREMENTS

NOT USED

SCHEDULE 9 – GENERAL SPECIFICATION FOR LOGISTICS & SHIPPING

BEENYUP ADVANCED WATER RECYCLING PLANT (AWRP) STAGE 2

GENERAL SPECIFICATION FOR LOGISTICS AND SHIPPING

Document No : AWRP-RFQ-GEN-0001
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1 Purpose

This Specification provides the requirements for Logistics and Shipping procedures to be employed during the import of equipment and materials for the Beenyup Advanced Water Recycling Plant Stage 2.

This document is intended to provide the general packing and shipping requirements for materials and equipment for the project, however it may be supplemented by further instructions in Technical Specifications if the particular type of equipment warrants it.

As described in the SDR within the Scope of Work, the Supplier shall submit a preliminary packing list to the Company at a sufficiently early stage before packing begins to allow sufficient time for review of packing and shipping procedures.

2 Codes and Standards

The Logistics and Shipping procedures used by Suppliers shall comply with all relevant local, Australian State and Federal Laws and Regulations as well as the most current versions of the relevant Australian Standards including, but not limited to, those listed below.

General requirements for logistics and shipping instructions are provided below. Any other contractual shipping documents or specific logistics requirements are located in the commercial documents.

2.1 Statutory Requirements

The Supplier of Importer

The Supplier and Importer of goods shall comply in all aspects with the requirements of the latest and appropriate Federal, State and Territory Authorities, Acts, Regulations and Codes including:

- a) All relevant AQIS regulations, procedures and processes. Particular attention is required to recently issued Import Clearance Notices which either are effective or will be effective during the course of the project.

The Supplier **shall** satisfy all Australian quarantine requirements in a manner which will lead to timely delivery of the goods.

- b) All relevant Australian Customs and Border Protection Service regulations, procedures and processes
- c) ISPM 15 - Regulation of Wood Packaging Material in International Trade. This is also a requirement of AQIS
- d) International Institute of Container Lessors

The shipping, transport and documentation for Dangerous Goods shall also comply with the following:

- f) The Australian Dangerous Goods Code
- g) IMDG International Code
- h) IATA Dangerous Goods Regulations (for the transport of dangerous goods by air)

- i) The UN Recommendations on the Transport of Dangerous Goods

2.2 Australian Standards

The packing and shipping practices used shall conform to the latest versions of all Australian codes and standards, including, but not limited to, those listed below:

AS 2400	Packaging
AS 3711	Freight containers
AS 4068	Flat pallets for materials handling

3 General

3.1 Definitions of Terms and Abbreviations

AQIS	Australian Quarantine and Inspection Service
CSC	Container Safety Compliance
EXW	Ex Works
FEU	Forty-foot Equivalent Unit
IATA	International Air Transport Association
ICAO	International Civil Aviation Organisation
IICL	Institute of International Container Lessors
IMDG	International Marine Dangerous Goods International Code
ISO	International Organisation for Standardisation
IMO	International Marine Organisation
ISPM	International Standards for Phytosanitary Measures Publication
PLC	Programmable Logic Controller
RFT	Request For Tender
SDR	Supplier Data Requirements
SWL	Safe Working Limit
TEU	Twenty-foot Equivalent Unit
UN	United Nations

AWRP Advanced Water Recycling Plant

WLL Working Load Limit

4 Packing Requirements

4.1 General

All packing shall be sufficient to withstand, without limitation, the following:

- a) The rigours of several stages of handling via sea or air freight, inland rail and road transport; rough handling during transitional stages of loading and discharge to a remote coastal construction site, movement on site and outdoor storage
- b) Exposure to harsh environmental conditions, including extreme temperatures, high humidity, rain, dust, mud, dirt, salt air and spray
- c) Safe storage for a period of 12 months from **EXW** delivery
- d) Mechanical damage (shocks, rupture, breakage, loss and pilfering). The method of protection shall be tailored to suit the equipment or materials.

All packing shall comply with the following requirements:

- e) All protection procedures and proposed methods shall be subject to review and approval by the Company prior to packing. Such approval shall not relieve the Supplier of its responsibility.
- f) The wood for packing shall be free of bark and marked in accordance with ISPM Publication No. 15.

Please note that, compliance with ISPM 15, is a Mandatory requirement for all the overseas goods where coniferous (softwood) and non-coniferous (hardwood) raw wood is used as packing material or even for pallets.

- g) The contained cargo shall be fumigated prior to dispatch at origin
- h) Where equipment and material originate from or transit through countries outside of Australia, it is the responsibility of the Supplier or importer to ensure that all local regulations, procedures and processes are strictly adhered to in addition to those required to meet Australian Statutory requirements and appropriate Australian Standards.

It is recommended that Suppliers and Importer of goods from foreign countries consult their Government Transport Information Services and their National/Regional Transport Organizations to ensure local compliance.

4.2 Markings

Each package shall be marked or have labels, placards or tags attached on two sides so that one mark is visible at all times. On containers one set of the markings shall be on the doors.

The marking paint shall be durable, waterproof, fade resistant and able to withstand prolonged storage in bright sunlight and harsh conditions. The colour shall be in sharp contrast to the background on which it is painted (e.g. white or yellow on dark background).

Labels shall be printed on durable weather resistant material using waterproof ink. Labels shall be affixed to the shipping unit by waterproof glue. Labels shall not be fixed directly to the equipment.

Placards shall be constructed of exterior grade timber with a minimum thickness of 6.0mm or galvanised sheet metal with a minimum thickness of 0.5mm. Placards shall be securely attached with stainless steel or other non-corrosive fasteners. If wire is used for affixing, a minimum of two (2) wires shall be used.

Minimum acceptable wire diameter shall be 1.5mm.

Tags shall be stainless steel, non-rusting ferrous alloy, brass, copper or durable plastic, with a minimum thickness of 0.5mm. Tags shall be legibly embossed or metal-stamped with characters no smaller than 5mm in height. Tags shall be attached in the same manner and with the same materials as placards.

Packages shall be addressed and marked as detailed below. Information on the shipping documents shall include, where required, all details relating to the transport of dangerous goods.

Required Shipping Information	
Supplier:	
Manufacturer:	
Consignee:	<Specific Consignee Name> < Project> <address> Attention:
Contract No:	
Port of Discharge:	
Purchase Order No.	
Equipment No.	
Equipment Description	
Gross Mass	kg
Net Mass	kg
Volume	m ³
Dimensions	
Package Number	_____ of _____
M/L No.	
M/L Group No.	

On large packages lettering size shall be at least 25mm high and where the gross mass exceeds 1000kg, the numerals shall be at least 75mm high.

On small packages lettering may be reduced to match the proportions of the package. The shipping information outlined above can be split across several labels provided that the Consignee, Contract No., Package No. and Port of Discharge remain as one group.

Lifting points and lateral and vertical centres of gravity shall be marked on all large items or packages.

Precautionary markings relating to proper handling and stowage shall be marked on packages, eg "SLING HERE", "MUST USE SPREADER", "TOP HEAVY", etc.

4.3 Packing and Material Protection

4.3.1 General

Precautions are to be taken to protect shafts and metallic part when they rest on wooden or other supports likely to contain moisture. At such points wrapping impregnated with anti-rust composition or vapour phase inhibitor are to be used, of sufficient strength to resist chaffing and indentation due to movement occurring during transit. The form of the protective wrapping and impregnation are to be suitable for a minimum of 24 months.

Lids and internal cross battens of all packing cases are to be fixed by screws. Nails are not acceptable.

The use of steel strapping to secure equipment and material to skids, boxes, crates, pallets, etc is not acceptable. Equipment and material shall be secured by the use of ratchet straps of suitable strength and durability to suit the application. Ratchet straps should be protected from transport damage and sharp edges. Ratchet straps shall be clearly marked with their WLL.

Straps and other materials used for binding of cases are to be sealed where ends meet, and are of non-ferrous material, shall be protected by the application of suitable rust preventative coatings.

All packing (eg. protectors and moisture inhibitors) shall be sound and undamaged after export packing. All finished and coated surfaces shall be protected from abrasion.

Within each pack, weight should be evenly distributed with lighter items on top and all items in the same pack shall be prevented from damaging each other.

Suitable protection and packing of machinery and equipment shall be included to prevent damage and/or corrosion during ocean freight. In particular, all machined surfaces, bearings (anti-friction and/or solid) and electrical components shall be protected against the ingress of salt air, sea water and other corrosive substances. Bearings shall also be protected against "brinelling/indentation" by suitable blocking of shafts, etc.

Heavy equipment, including pulleys, screens, pumps, rollers, machine heads, electrical switchboards, doors and panels carrying heavy components, and any other moveable parts, shall be blocked and braced to prevent movement. Clear warnings shall be indicated to remove any blocking or bracing devices before start-up. Accessories such as electrical current and power transformers, block contactors and plug-in components, including relays and electronic cards, which cannot be locked or blocked, shall be removed and packed as separate items.

Electrical contactors, whether attached or packed separately, shall have their pole faces, anvils and armatures tied to prevent movement.

Special attention shall be given to fragile items, including the internals of electrical switchboards by pre-packing in foam, plastic cushioning or some equally efficient cushioning material.

Note: shredded newsprint, popcorn or excelsior shall not be used. Refer in general to Australian Standard AS 2400, Part 2 - 1982, or equivalent ISO Standard.

Securing devices applied to articles packed shall not abrade or otherwise damage the equipment and/or materials.

Components or crates requiring heating or air conditioning shall be clearly marked. They shall also have suitable connections on the outside to allow energising without opening the

package/box/crate. All instructions and data for the required connecting and energising shall be clearly listed on the outside of the package/box/crate.

Packages containing equipment requiring rotation shall be clearly marked and all instructions shall be clearly indicated on the outside of the package.

Packages containing items recommended to be stored out of the weather shall be clearly marked on the outside of the package.

Suitable temperature monitoring strips (as approved by LLVJV) shall be provided by the supplier and the supplier is responsible the monitoring and maintaining of records during shipment, storage and delivery.

Ambient temperature of Western Australia is typically range at -2 Degree Celsius to +50 Degree Celsius.

4.3.2 Dimensional and Mass Restrictions

Any single package or unit which exceeds 15m in length, 3m in width, 3m in height or 30t in mass shall be notified to the Company and approval received before such item shall be accepted for shipment.

4.3.3 Lifting/Slinging Points

Each item shall be provided with lifting and sling points that will distribute the load equally and keep the item in a stable, horizontal position when lifted by one hook. In addition, the lifting/slinging points shall also be located in a position that are easily accessible from the ground or from a platform located beside the truck.

Access on the back of the trucks or other transport vehicles by any employees for attaching lifting equipment is not permitted on the VDP site, hence particular attention must be taken when loading equipment and material to ensure site safety rules are not breached.

Slinging positions shall be clearly marked.

4.3.4 Lashing Point

Each item shall be provided with adequate lashing points to secure the load during handling and transport. All surfaces which come into contact with slings, chains, steel strapping and other fasteners during lashing shall be protected from damage, etc

4.3.5 Surface Protection on Lifting

All surface areas of the item which may come in contact with the slings during lifting shall be covered with timber boards or similar materials that will prevent scratches, dents and other damage.

4.3.6 Moisture Control

Waterproof caseliners (in bag form, or an overwrap, constructed of asphalt laminated craft paper and sealed in with waterproof adhesive) shall be used if the goods are susceptible to damage from moisture.

Equipment such as detectors, sensors and other instruments, PLC's, busbar compartments, etc. shall be packed in an interior moisture and vapour proof barrier with silica gel, or a comparable desiccant to absorb moisture within the package.

All equipment shipped utilising dehydrating materials shall be labelled or tagged with an easily observed weatherproof red sign, reading "CAUTION - DESICCANT MATERIALS ARE ENCLOSED WITHIN THIS EQUIPMENT". Calcium chloride shall not be used as a desiccant.

Openings in electrical equipment which may be susceptible to ingress of dirt, dust or moisture, shall be sealed with waterproof tape or in an equally efficient manner.

Machine orifices, flanged pipes, etc must have their open ends protected with wooden blanks secured by service bolts or alternatively a protective plug. The Supplier shall ensure that the equipment is correctly packed to withstand without limitation rough handling during loading and unloading.

Machined steel or iron surfaces shall be protected by the application of suitable rust preventative coatings (coatings can be either water soluble, dry/semi-dry/non-dry type), however consideration shall be given to any safety hazards that may arise when coatings are removed with dangerous solvents. Material data sheets shall be provided where dangerous coatings are applied or where solvents are required to remove.

Sensitive surfaces shall be coated with storage oil suitably coated with a protective film.

Gearboxes and drives, where applicable, shall have breathers removed and replaced by air tight bungs and filled with special corrosion inhibiting oil effective for preservation for periods up to 24 months. Breathers shall be packed separately and clearly marked as to their correct fitting.

4.3.7 Oil Fill

The oil fill(s) necessary for the first filling of the machines should be packaged separately and delivered with the material/safety data sheets and declarations for dangerous products noting the IMDG, UN, IATA Dangerous Goods code numbers.

4.3.8 Packing Lists

At least one packing list, in a waterproof envelope, shall be attached to each package describing its contents. In sealed packages (cases/cartons) with waterproof linings, a second packing list shall be taped to the outside of the lining, so that it is not necessary to disturb the lining when the list is removed for examination.

Packing list, packing note and marking of the packages shall be in English language.

4.4 ISO Containers

4.4.1 General

Wherever practical, the Supplier shall place purchased items into ISO sea containers (refer to AS2400, Part 20-1982 or equivalent, or equivalent ISO standard). No item shall be placed into containers as the sole form of packing. The conditions of this specification shall apply to all items prior to containerisation.

The standard dry cargo TEU, FEU, open tops & bolsters average internal dimensions are as stated below.

TEU - L 5900 mm x 2340 mm x 2395 mm

FEU - L 12030 mm x 2345 mm x 2395 mm

Door opening width is 2335 mm and the height is in the range 2270 - 2280 mm.

Flatracks and bolsters allow a marginal increase in width and for an increase in height of contents. Open tops allow an increase in height only. However, overwidth and overheight contents may commit the container to on deck stowage.

4.4.2 Safety Standards

All containers shall carry a current CSC plate to ensure that their structural integrity meets the standards laid down by the IICL. Second-hand containers shall be examined by a Surveyor and repaired as necessary to Standard ICL 4 to confirm their structural and weathertight integrity.

4.4.3 Inspection of Containers

All containers, whether owned or leased, shall be inspected both inside and out before they are packed. The inside of containers shall be checked for cleanliness and light tightness. If a container appears to be damaged or unclean, a replacement shall be used.

If there are any doubts as to a container's condition, it shall be verified by a Surveyor or the Shipping or Leasing Company's technical representative.

4.4.4 Dimension Limits

Any overwidth or overheight items intended to be stowed in open top containers or on flat racks or bolsters shall be identified and advised to the Company. Cargo exceeding the ISO dimensions shall be separately notified/accepted by the shipping companies.

4.4.5 Owned or Supplied Containers

Containers supplied as part of the equipment package shall be delivered direct to the site, where they will be stored until required.

Space shall be left in such containers to permit entry for inspection by Customs Officers at the discharge port where practical.

4.4.6 Shipping Company or Leased Containers

Shipping company or leased containers may have to be stripped at the discharge port and their contents conveyed by road or rail transport to the project site.

Whilst these containers should be packed to capacity, the standard of packaging shall be adequate to withstand the additional rigours of the secondary transportation system and storage at site in exposed conditions.

Container arrangements for the Project shall be confirmed with the Company.

4.4.7 Packaging and Securing

All cargo in the container shall be secured against movement from any reasonable cause. Therefore, all cargo shall be blocked tightly against adjacent goods or surfaces.

Where necessary, cargo shall be separated using adequate dunnage (e.g. plywood slipsheets).

Heavy goods shall not be placed on top of lighter goods.

Cargo compatibilities shall be verified to eliminate damage from contamination or prejudicial characteristics.

If necessary, non-compatible cargo shall be segregated and separated by a physical barrier to limit risk of damage.

Damaged goods shall not be loaded into a container until the contents are checked and the packaging re-instated.

If cables and other devices are used to secure loads, adequate clearances shall be allowed for safe access for removal at site.

Weight in the container shall be evenly distributed over the horizontal, longitudinal, and transverse planes of the container. The centre of gravity of the container when loaded should be lower than the mid height of the container whenever possible.

When packing of the container is completed, steps shall be taken to ensure that the cargo will not fall out when the doors are opened. Wooden bracings or a proprietary dunnage system shall be applied, where necessary.

4.4.8 Container Packing List

One copy of the container manifest inside waterproof envelopes shall be attached onto the internal right hand wall of the container near the door, and a second copy to the outside of right hand access door.

Contents of the container shall match the container manifest and the container serial number and door seal number shall appear on the manifest copies.

4.5 Break Bulk Cargo

4.5.1 Intermediate and Heavy Lifts

These items shall be shipped as a single unit with limited surface packing.

4.5.2 Cradles

The design considerations of the transportation cradles shall take account of stability, weight distribution and compatibility with proposed transportation equipment and provide clearance for self-loading or jacking if required.

Cradled equipment shall have adequate clearance during all phases of handling and shall take account of any inclination of the horizontal axis of the lift to ensure that it remains clear of the ground in the lifting movement.

The cradle construction shall consist of a minimum of two supports and be capable of not only supporting the weight of the item, but take account of the dynamic forces imposed during handling and transit.

The unit shall be secured to the cradle by bolting or strapping or in a manner consistent with good engineering practice and so as not to cause damage to the equipment or its protective coatings.

The method of proposed handling shall be confirmed with the Company to ensure that there are adequate lifting lugs or jacking points.

Cradles may be constructed in steel, hardwood or semi-hardwood. Dry oregon may be used except for rubbing strips.

Rubbing strips shall be fitted to prevent direct contact and to provide a minimum clearance of 100mm between metal surfaces and the deck.

4.5.3 Lifting

Items will generally be lifted by steel slings or fork lift trucks and each item shall have suitable lifting and slinging points to provide a stable horizontal lift.

If special lifting equipment is required, which does not form part of the contract, the Company shall be notified.

4.5.4 Component Parts

Loose component parts (especially if fragile, susceptible to atmospheric damage or pilferage) shall be boxed and, if possible, secured with the main item (e.g. tools, gaskets, safety valves, etc).

Fixed component parts, if fragile, susceptible to atmospheric damage or pilferage, shall be securely protected (e.g. instrument panels, loose cable ends, control boxes).

When the component parts require additional securing for transit, the transit bolts, clamps, brackets, etc. shall be clearly marked for easy removal prior to installation.

4.6 Skids, Crates, Boxes and Pallets

4.6.1 General

All timber materials used in the construction of skids, crates, boxes and pallets shall be new, sound and well-seasoned. Knots shall be sound and shall not exceed one-third of the width of the board or cause any nailing interference.

Timber dimensions selected shall be adequate for the mass and type of materials. Timber sizes indicated are nominal and shall be considered as a minimum.

Fasteners shall be of adequate length and quantity and shall be coated (i.e. hot dip galvanised or chemically etched) type. Where possible, nails shall be driven into the side grain of the timber

All fixing screws and bolts shall be equipped with "shakeproof" washers and lock-nuts. Alternatively, "Nyloc" or similar nuts and/or "Loctite" or similar compounds shall be used to prevent unscrewing.

Staples are not permitted, except for securing plywood sheeting.

4.6.2 Skids

A design shall be selected to minimise possible deformation of the skid and load during lifting.

Where strapping, top loading or the use of slings could damage the material, the upper surfaces shall be protected by corner pieces or a top-frame.

A minimum of two rubbing strips/skids (minimum height 75 mm) shall be positioned so that the bundle can be handled by a fork lift truck and/or slings.

Additional rubbing strips/skids shall be spaced equally, as necessary, to distribute the load and prevent sagging.

Articles shall be nested so as to occupy minimum volume. All items shall be secured to the skid. Where bolts are practical, heavy items shall be bolted to the skids through the platform.

Securing shall be done either with ratchet straps or by tie-rod connectors between top and bottom skid members (e.g. steel U-bars).

The tie-rod method shall be used where ratchet straps are inadequate to maintain the bundle configuration.

The number of securing points shall be adequate to prevent sagging or deformation of the bundle during handling.

No overhang is permitted.

4.6.3 Wooden Crates

A design shall be selected which offers more than adequate protection, and shall be equivalent or better than standard products used for international freight use.

The timber dimensions shall be selected to be adequate for the mass and type of materials.

The top and sides of timber boxes shall be internally lined with waterproof paper or plastic foil.

Articles shall be nested or packed firmly in minimal space. Unnecessary free space within the box shall be avoided to reduce shipping costs.

Fragile articles shall be wrapped in cushioning material to provide protection and prevent movement.

Heavy items shall be secured to the base of the box and any sideways movement prevented by means of adequate bracing or cushioned as necessary.

Metal ratchet straps shall be applied with a stretching tool and secured with joints as strong as the strapping. No sharp edges shall be left exposed.

4.6.4 Pallets

The preferred pallet is approximately 1150 mm x 1150 mm with two-way entry and a double deck. Pallets shall be non-returnable and conform to Australian Standard AS 4068 or equivalent.

If the material dimensions are such that it cannot be secured to a standard pallet, the dimensions may be increased to a maximum of 1400 x 1600 mm.

The SWL shall be marked on the pallet and the gross mass shall not exceed 2000kgs.

The total package height shall not exceed 2000 mm and the stability of the load such that the centre of gravity is below mid-height.

The load shall be covered with a water resistant cover and securely strapped using ratchet straps. It is preferred that only items impervious to damage from moisture, etc. shall be packed in this manner.

4.6.5 Sacked Goods

The use of sacks as a packing medium shall be subject to the approval of the Company and the Supplier shall be guided by the manufacturer of such items.

A six ply waterproof sack with one external Hessian cloth sack or equivalent is acceptable. A supply of empty refill sacks equal to 5% of the number of filled packages in the shipment, to replace those damaged in transit, shall be provided and shall accompany the shipment to destination. All individual sacks shall be tagged or branded with:

- Contract Number
- Purchase Order
- Purchase Order Item Numbers
- Content details

Sacks shall be stacked on the pallet in alternating layers and “cross-tied” to form a square load.

Prior to stacking the bags or sacks, cardboard sheet with the same width and length as the pallet shall be placed over the pallet top deck boards, which provides an uninterrupted surface area to distribute the weight

of the load and which prevents any bags or sacks from protruding through the open spaces between the pallet top deck boards.

The load shall be covered with a full pallet size water resistant cardboard cover, or equivalent covering, that encloses the four sides and top and helps to secure the load. Load shift or sag shall be restrained by applying metal ratchet straps around the load, two per side, which firmly anchor the load on the pallet. No sharp edges shall be left exposed.

The four sides of the load and the pallet wings shall be completely covered by a UV stabilised shrink wrap cover or stretch wrapping.

4.6.6 Pails (Metal)

Pails shall be stacked on pallets in maximum of 2 layers directly on top of each other to form a square load. Cardboard layer pads or equivalent may be necessary to provide stability between layers.

A 12 mm plywood cap or 25 mm thick timber frame of the same outer dimensions as the pallet shall be placed on top of the load.

The load shall be secured by four metal ratchet straps, minimum two per side.

Total pack height shall not exceed 1100 mm.

Total mass shall not exceed 2000 kg.

4.6.7 Drums (200 litres)

Drums shall be stacked in a square formation in one layer only.

A 12 mm plywood cap or 25 mm thick timber frame of the same outer dimensions as the pallet shall be placed on top of the drums.

The load shall be secured by four suitably sized ratchet metal straps with two per side.

4.6.8 Pipes

Straight run pipe shall be bundled or secured to 150mm minimum height supports, spaced at 5m maximum intervals. The end of the bundle shall be boxed to provide bundle bracing and to protect pipe ends. Shop-primed galvanised or other coated straight run pipe bundles shall be wood stripped both ways to provide approximately 6mm clearance between pipes to prevent abrasion of the pipe coating. The bundle shall be strapped to a section near each end of the bundle and at a 5 m maximum interval.

All openings in pipe spools shall be securely closed and flange faces and threaded connections protected with suitable plugs, flange covers and thread protectors. Small branches and flimsy parts shall be adequately braced or otherwise protected to prevent damage in handling, shipping and storage.

Straight-run fabricated piping shipping bundles or crates shall be limited to 4 tonnes.

4.6.9 Small Loose Parts

Small loose parts shall be packed in separate, sturdy waterproof wooden boxes and shall be marked as a separate package.

For security in shipment it is permissible for such boxes to be shipped attached to the skid or within an open crate of an item of equipment. Such boxes shall be strapped or bolted to the skid or crate. The boxes shall be visible and not be enclosed in boxes where they can only be identified by opening the main box.

Items shipped in this manner shall be drawn to the attention of the Company's freight forwarding agents so that they are not overlooked in documentation.

4.6.10 Hazardous Materials

When materials are defined as hazardous in directives issued in the latest edition of Australian Dangerous Goods Code, ICAO, IATA, IMO, or other industry or government organisations, the Supplier shall be in full compliance with those directives in the treatment of the material.

All hazardous materials shall be identified by proper shipping name, labelled (including hazardous class labels), packaged and packed in full compliance with the directives of the appropriate authority.

Hazardous materials shall be packed separately and shall be segregated from other materials. The preferable position in a container is the door end adjacent to the doors to allow quick access for inspection or removal.

Unless specific, written authorisation is obtained from the Company, no deviation from any hazardous materials requirements is permitted.

4.7 Spare Parts

Spare parts shall be packaged separately from all other materials.

Packing lists and invoices shall relate exclusively to the package of spare parts.

In addition to the normal markings all packages of spare parts shall be marked in blue lettering on three sides with the words "Spare Parts".

If necessary, the background of the package shall be coloured to ensure the blue lettering is clearly visible.

4.8 Air Shipments (When Applicable)

These shall be export packed to acceptable airline industrial standards in such a way as to afford items maximum mechanical protection, ease of handling and the minimisation of total mass of shipping units.

4.9 Transport Documentation

4.9.1 Bills of Lading and Commercial Invoice

A draft of all the below documents shall be sent to the Company at least two (2) weeks before the shipment so as to obtain the "Pre-clearance" from the Australian Customs, with a set of Commercial Conditions, in English language, comprising of:

- a) Two (2) original sets of Bills of Lading; and
- b) Three (3) Commercial Invoices, including:
 - Detailed description of the equipment/material that is being shipped
 - Harmonised number
 - Cost of packing

- Cost of sea/air freight
 - Cost of insurance
 - Port of entry in Australia
 - Country of origin
- c) Three (3) copies of the Packing list, including:
- Phytosanitary certificate for the wood used for packing
 - Country of origin certificate

One (1) original set of Bills of Lading shall be sent to the Company by air bag or international courier.

The Commercial Invoices shall state in full the value of the item(s), currency used and place of manufacture and shall include copies of all packing lists. The Commercial Invoice shall be sent by air bag or international courier.

The list of items on the Bills of Lading shall be identical to the list of items on all packing lists (or the container manifest).

For local material and equipment, a minimum of five (5) working days before all intended deliveries to the site, a "Material Dispatch and Delivery Advice" form and the Company will advise acceptance or otherwise. Materials shall not be dispatched without such acceptance.

Deliveries shall only be accepted Monday to Friday between the hours of 7:30am and 2:00pm. The Supplier shall confirm the day and approximate time of delivery to the Company 3 working days prior to delivery or by prior arrangements.

A copy of consignment note shall be emailed or faxed to the Company upon dispatch of the goods.

4.9.2 Duty Exempt Goods

The description of the equipment or material listed shall be exactly the same as the RFQ package issued to the Supplier to ensure duty free goods that may form part or all of a package are accepted under the Enhanced Project By-Law Scheme Application that has been made by the Company to AusIndustry.

SCHEDULE 10 – SUPPLIER/SUBCONTRACTOR CONFIRMATION TO WATER CORPORATION

WATER CORPORATION
PROPOSED SUBCONTRACTORS AND SUBCONSULTANTS
THE DESIGN AND CONSTRUCTION OF THE BEENYUP ADVANCED WATER RECYCLING PLANT (STAGE 2)

To: Manager Contracts, Water Corporation, 629 Newcastle Street, Leederville WA 6007

[Insert name of subcontractor] confirms that:

[insert name of subcontractor] has negotiated a subcontract with Lendlease Services Pty Ltd & Valoriza Water Australia Pty Ltd “LLVJV” for **[insert description of subcontract work] (the Subcontract);**

the Subcontract is in final, executable form;

if Lendlease Services Pty Ltd & Valoriza Water Australia Pty Ltd, together the Lendlease Valoriza Joint venture “LLVJV” is appointed as the Successful Proponent for the Design and Construction of the Beenyup Advanced Water Recycling Plant (Stage 2), **[insert name of subcontractor]** will execute the Subcontract.

Signed by

.....
[insert signature of person that is authorised to bind the subcontractor]

.....
[insert name of authorised person]