

Schedule 1 – Contract Particulars

1. State Representative and Project Co Representative

The State Representative and Project Co Representative for the purpose of Clause 1.1 (Definitions) of this Agreement are:

State Representative	Bruce Costella
Address	Strategic Projects, Department of Treasury and Finance, Governor Stirling Tower, 197 St Georges Terrace, PERTH WA 6000
Email	bruce.costella@osp.wa.gov.au
Telephone	08 9222 9162
Project Co Representative	Nik Kemp
Address	Level 4, Podium Building, 120 Collins Street, MELBOURNE VIC 3000
Email	nik.kemp@capellacapital.com.au
Telephone	03 9667 5602

2. Key Subcontractors

The following is a list of Key Subcontractors for the Project:

Name	Probuild Constructions (Aust) Pty Ltd
Role and function	Builder
Name	Ezipark Pty Ltd
Role and function	Operator
Name	<i>[not disclosed]</i>
Role and function	FM Subcontractor

3. Details for Notices

The notice details for the purpose of Clause 37 (Notices) of this Agreement are as follows:

The State

Attention	Bruce Costella, Project Director
Address	Strategic Projects, Department of Treasury and Finance, 13th floor, Governor Stirling Tower, 197 St George's Terrace, Perth WA 6000
Telephone	08 9222 9162
Email	Bruce.Costella@osp.wa.gov.au

Project Co

Attention	Nik Kemp
Address	Level 4, Podium Building, 120 Collin Street, MELBOURNE VIC 3000
Telephone	03 9667 5602
Email	nik.kemp@capellacapital.com.au

Schedule 2 – Financial Close Adjustment Protocol

[not disclosed]

Appendix C – Financial Close Protocol Audit Letter Template

Date:

Mr. Nik Kemp
Capella Parking
Level 4, Podium Building
120 Collin Street
Melbourne 3000

Dear Nik,

QUEEN ELIZABETH II MEDICAL CENTRE CAR PARKING PROJECT

FINANCIAL MODEL REPORT OF FACTUAL FINDINGS - FINANCIAL CLOSE

We refer to our Engagement Letter dated 9 June 2010 and now set out our Report of Factual Findings.

Scope

- 1) We have performed the procedures agreed and described below with respect to the financial model identified as “xxx”, dated xxxx at xx with a size of xxx kilobytes (the “Model”) and prepared by Capella Capital (“Capella”) for Capella Parking (the “Consortium”) in connection with their proposed bid for the Queen Elizabeth II Medical Centre Car Parking Project (the “Project”).
- 2) The procedures that we have performed are solely to assist the Consortium together with its financiers and the Department of Treasury and Finance of Western Australia achieving Financial Close, which includes submission of the bid and financing of the Project. Our report is not to be used for any other purpose and is solely for the information of the Consortium.
- 3) Our work was undertaken in accordance with Australian Auditing Standards AUS 904 – Engagements to Perform Agreed-Upon Procedures. The procedures undertaken were as agreed in the engagement letter prepared by PKF dated 9 June, 2010 and signed by the Consortium. The procedures performed were as follows and are consistent with those set out in the Engagement Letter:
 - a) Determine, through a cell by cell review of the Model, whether the calculations in the Model are in all material respects internally consistent and mathematically correct;
 - b) Check formulae applied across all time periods are consistent;
 - c) Check that the Model allows changes and sensitivity analysis of assumptions and input data to correctly flow through to the results and outputs;
 - d) Check that any macros in the Model that govern calculations in the Model are correct and appropriate;
 - e) Determine whether the assumptions and input data used in the Model are consistent with the supporting project documentation as provided by Capella and are as contained in the data book;
 - f) Check that all assumptions and input data flow logically through the Model;
 - g) Check that the calculations of any relevant ratios and financial covenants in the Model where appropriate to ensure that the Model correctly reflects the definitions contained in the outline financier’s term sheets;

- h) Check that the Model correctly incorporate the relevant structural features in the financier's term sheets such as reserve accounts, lock up provisions, default provisions and amortisation accurately reflects these;
- i) Determine whether the accounting assumptions, calculations and outputs (including financial statements) are in accordance with Australian Equivalents to International Financial Reporting Standards;
- j) Determine whether the taxation assumptions, calculations and outputs from the Model are in accordance with advice from your taxation advisers.

Because the above procedures do not constitute an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements, we do not express any assurance on the source data input to the Model apart from the fact that it is consistent with the inputs contained in the data book and we do not express any assurance on the achievability of the key assumptions made within the Model.

Findings

- 4) We report as follows. In all material respects, we are satisfied that:
 - a) The calculations in the Model are internally consistent and mathematically correct;
 - b) The formulae applied across all time periods are consistent;
 - c) The Model allows changes and sensitivity analysis of assumptions and input data to correctly flow through to the results and outputs;
 - d) The macros in the Model that govern calculations in the Model are correct and appropriate;
 - e) The assumptions and input data used in the Model are consistent with the supporting project documentation provided to us as listed in Appendix 1 to this letter, and are as contained in the data book;
 - f) All assumptions and input data flow logically through the Model;
 - g) The calculations of any relevant ratios and financial covenants in the Model correctly reflect the definitions contained in the outline financier's term sheets as listed in Appendix 1;
 - h) The Model correctly incorporates the relevant structural features contained in the financier's term sheets as listed in Appendix 1, such as reserve accounts, lock up provisions, default provisions and amortisation and accurately reflects these;
 - i) The accounting assumptions, calculations and outputs (including financial statements) of the Model are in accordance with Australian Equivalents to International Financial Reporting Standards ("AIFRS"); and
 - j) The taxation assumptions, calculations and outputs from the Model are in accordance with the tax opinion provided by Greenwoods & Freehills dated [date to be inserted in final copy].
- 5) The above findings are current at the date of this report and we confirm that any material errors identified during our work have been corrected in the Model.

Limitations

- 6) Our report is solely for the purpose set forth in the paragraph 2 of this report. This report relates only to the findings outlined above and does not extend to any opinion on the source data input to the Model apart from the fact that it is consistent with the supporting documents listed in Appendix 1 and the inputs contained in the data book and does not extend to any opinion on the achievability of the key assumptions made within the Model.

- 7) Our report does not relate to the logic or application of any legal matter. In addition we provide no opinion on nor provide any comment in respect to any legal applications or implications arising or relating to the Model, as these matters are outside the terms of our engagement.

Reliance

- 8) This report has been prepared by PKF Corporate Advisory (East Coast) Pty Limited ("PKF") for the Consortium and for the purpose set out in paragraph 2 above.
- 9) PKF acknowledges and agrees that the Consortium, any corporate vehicle or partnership established by the Consortium for the purposes of the Project discussed in the report, and each of the other lenders and finance providers to the Project and their successors and assigns including any agent or manager, underwriter of a capital markets instrument, senior and mezzanine debt providers, any interest rate hedging facility provider and any security trustee which are discussed in the report (the "Financiers"), are entitled to and may rely on this report, but only on the basis set out in paragraph 11 below.
- 10) PKF consents to making this report available to the party(ies) receiving, and entitled to rely on the report and by accepting and relying on this report, the party(ies) receiving, and entitled to rely on, the report confirms that it is aware of, and understands the scope of PKF's engagement as set out in PKF's letter of appointment and agrees to be bound by the limitation of liability provisions contained in it.
- 11) PKF will not unreasonably withhold consent to the use of report information and findings for the purpose of Financier documentation including, without limitation, information memoranda and internal credit submission papers provided that the inclusion of the report or the information contained therein, is not false or misleading or in breach of any undertaking or law.
- 12) For the purposes of the above, Financiers will include any bank or other financial institution that proposes to participate in the syndication or sell-down of any of the above financial accommodation to the Consortium.
- 13) The contents of this report may not be used by the party(ies) receiving, and entitled to rely on, the report for any purpose other than the provision of financial accommodation or contributions to the Project Vehicle in connection with the Project.
- 14) Subject to this reliance statement, the contents of this report are confidential and may not be duplicated or disclosed under any circumstances to any other person without the prior written consent of PKF.
- 15) This report is not a recommendation to any person to which it is addressed to proceed with the transaction. That decision must be a commercial decision for the Consortium and the Financiers.

Yours faithfully,

**PKF Corporate Advisory (East Coast)
Pty Limited**

Grant F. Saxon
Director
Sydney:
July 2011

SOURCE DOCUMENTS LIST

1. Queen Elizabeth II Medical Centre Car Parking Project - Project Agreement and Schedules dated *[to be inserted in final copy]*.
2. Queen Elizabeth II Medical Centre Car Parking Project - At-Grade Car Parks Management Agreement dated *[to be inserted in final copy]*.
3. Queen Elizabeth II Medical Centre Car Parking Project – D&C Contract dated *[to be inserted in final copy]*.
4. Queen Elizabeth II Medical Centre Car Parking Project – Operator Contract dated *[to be inserted in final copy]*.
5. Queen Elizabeth II Medical Centre Car Parking Project – FM Contract dated *[to be inserted in final copy]*.
6. Queen Elizabeth II Medical Centre Car Parking Project - Common Terms Deed dated *[to be inserted in final copy]*.
7. Queen Elizabeth II Medical Centre Car Parking Project - Loan Note Subscription Agreement dated *[to be inserted in final copy]*.
8. Queen Elizabeth II Medical Centre Car Parking Project – Deferred Equity Commitment Deed.
9. Booz & Co patronage forecasts, QEII Demand and Revenue Forecast - Sensitivity Analysis dated 22 June 2011.
10. Probuild construction costs, [FRS 1.2 Contract.xls] dated 17 June 2011.
11. Greenwood & Freehills Tax Opinion dated *[to be inserted in final copy]*.
12. Swap Confirmations from ANZ and Investec dated *[to be inserted in final copy]*.

Schedule 3 - Review Procedures

1. Submission and review

1.1 Submission

- (a) Project Co must submit all documents, data or other information which this Agreement requires it to provide (**Submitted Documents**) to the State and the Independent Certifier for review in accordance with this Schedule.
- (b) With each Submitted Document, Project Co must provide:
 - (i) details of the Submitted Document, its nature and the relevant Clause or Schedule of this Agreement in accordance with which it is submitted for review; and
 - (ii) any other information required in accordance with this Agreement or otherwise necessary for the review of the Submitted Document in accordance with this Schedule.

1.2 Review

- (a) The State and the Independent Certifier must review the Submitted Document and provide any comments in writing to Project Co in accordance with this Schedule within the Review Period.
- (b) For the purpose of this Schedule, "**Review Period**" means:
 - (i) if the review, consent or approval is required of, or an election or determination is to be made by, a Minister, 25 Business Days or such longer period notified by the State to Project Co as is reasonable in the circumstances;
 - (ii) if the review, consent or approval is required in connection with Design Documentation, 10 Business Days; andin all other cases, 15 Business Days.

2. Further information

Project Co must as soon as possible upon request by the State or the Independent Certifier:

- (a) submit any information, data or documents;
- (b) make available appropriately qualified personnel; and
- (c) provide access to Project Co's books, records and systems,

that the State or the Independent Certifier reasonably requires in order to review the Submitted Document and respond in accordance with this Schedule.

3. Comments on Submitted Document

3.1 Comments or no comments

The State or the Independent Certifier may return a Submitted Document to Project Co with or without comment.

3.2 Failure to comment

If the State or the Independent Certifier fails to comment on or respond to any Submitted Document within the Review Period, then the State or the Independent Certifier will be deemed to have returned the Submitted Document to Project Co with no comment.

3.3 Response to Submitted Document

The State and the Independent Certifier may provide comments in connection with a Submitted Document or reject a Submitted Document in accordance with Section 4.

3.4 Substantiate rejection or comments

If the State or the Independent Certifier provides Project Co with comments in connection with the Submitted Document or rejects the Submitted Document in accordance with Section 4, the State and the Independent Certifier must provide sufficient detail to Project Co to substantiate those comments or that rejection.

4. Grounds on which State and the Independent Certifier may comment or reject

4.1 General

The State and the Independent Certifier may provide comments in connection with, or reject, a Submitted Document if:

- (a) the Submitted Document:
 - (i) is incomplete or inaccurate, of poor quality, is ambiguous or unclear or otherwise is not in a condition to allow the State (in its reasonable opinion) and the Independent Certifier to adequately review it;
 - (ii) does not comply with the relevant Quality Standards; or
 - (iii) is otherwise not in accordance with, or is not submitted in accordance with, the requirements of the State Project Documents (including that Project Co will not satisfy the FFP Warranty or the Design Requirements);
- (b) the implementation of the Submitted Document or proceeding on the basis of the Submitted Document would:
 - (i) be likely to result in an increase to the State's liabilities or potential or contingent liabilities under the State Project Documents; or
 - (ii) not allow Project Co to comply with its obligations in accordance with the State Project Documents (including the FFP Warranty).

4.2 Works Program

If the Submitted Document is the Works Program, in addition to its rights in accordance with Section 4.1, the State and the Independent Certifier may provide comments in connection with the Works Program or reject the Works Program and Project Co must amend the Works Program accordingly if the Works Program is inconsistent with or is otherwise not in accordance with Schedule 6 (Programming Requirements).

5. Document management

5.1 Copies of Submitted Documents

- (a) Unless otherwise stated in this Agreement, Project Co must provide:
 - (i) three original paper copies;
 - (ii) three electronic versions in .pdf format; and
 - (iii) three electronic versions in original format (in accordance with paragraph (b)),of each Submitted Document to the State and the Independent Certifier for review in accordance with this Schedule.
- (b) An electronic copy of a Submitted Document must be an electronic copy of that document in the format of the software in which the document was originally created that has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

5.2 Register of Submitted Documents

Project Co must compile and maintain a register of the date of submission and content of each Submitted Document and must regularly update that register to record:

- (a) each Submitted Document to which it receives a response or comment from the State or the Independent Certifier, including a copy of that response or comment; and
- (b) each Submitted Document to which it receives no response or comment or is deemed not to receive any response or comment in accordance with Section 3.1 or 3.2 (as applicable).

6. Compliance with Submitted Documents

6.1 Rejected or commented on Submitted Document

Subject to Section 6.2, if the State or the Independent Certifier comments on or rejects a Submitted Document in accordance with Section 4, Project Co must:

- (a) amend the Submitted Document in accordance with the comments of the State and the Independent Certifier to the extent necessary to ensure that the Submitted Document meets the requirements of this Agreement; and
- (b) resubmit the revised Submitted Document to the State and the Independent Certifier,

and the provisions of Sections 1 to 4 will reapply to the amended document until such time as the Submitted Document is returned to Project Co without any comment or is approved by the State and the Independent Certifier.

6.2 Disputed amendments

- (a) If Project Co does not agree that any amendments requested by the State or the Independent Certifier to a Submitted Document are required to comply with the

State Project Documents, Project Co, the State and the Independent Certifier must meet to try to resolve the difference of opinion in good faith.

- (b) If, following good faith negotiations, Project Co still disputes that any amendments are required to the Submitted Document in order to comply with the State Project Documents, Project Co may refer the matter for determination in accordance with Clause 30 (Dispute Resolution).

6.3 Submitted Document with "No Comment"

If the State or the Independent Certifier returns a Submitted Document to Project Co without any comment (or is deemed under Section 3.2 to have done so) or with the statement "No comment", or if a Submitted Document is determined in accordance with Section 6.2 not to require any further amendment:

- (a) Project Co must deliver the Project in accordance with the Submitted Document and otherwise in accordance with this Agreement;
- (b) subject to paragraph (c), Project Co may depart from that document where it is necessary to do so to comply with this Agreement; and
- (c) if Project Co wishes to depart from that document, then:
 - (i) it may do so subject to giving the State and the Independent Certifier prior written notice of this intention together with an updated version of the Submitted Document incorporating all or any changes proposed; and
 - (ii) the provisions of Sections 1 to 4 and this Section 6 shall apply again to such re-submission.

7. No limitation on obligations

- (a) Except as otherwise expressly provided in the Independent Certifier Deed of Appointment, the State and the Independent Certifier do not owe any duty of care to Project Co to review at all, or in reviewing, commenting or failing to comment on, accepting, approving, endorsing or rejecting a Submitted Document, to detect defects, errors, omissions or non-compliances with the State Project Documents.
- (b) Notwithstanding this Schedule, where in this Agreement the words "review", "comment", "accept", "endorse", "approve", "consent" or "reject" (or other grammatical forms of those words) are used in relation to documents of any kind, including Submitted Documents, or where such words are used by the State or the Independent Certifier, then those words, their use and the acts or omissions associated with them (including pursuant to the Review Procedures) do not in any way:
 - (i) relieve Project Co from, or alter, affect or reduce, the obligations and Liabilities of Project Co in accordance with the State Project Documents or at Law;
 - (ii) constitute any representation that any Submitted Document complies with the State Project Documents;
 - (iii) prejudice the State's rights against Project Co, whether in accordance with the State Project Documents or otherwise according to Law;
 - (iv) affect the time for performance of the State's obligations in accordance with the State Project Documents.

- (c) The review, comment or failure to comment on, acceptance, endorsement or approval of, or consent to, any Submitted Document will not be evidence that any Works or Services have been or will be undertaken or performed in accordance with the State Project Documents.
- (d) Project Co agrees that:
 - (i) subject to Clause 12 (Time) of this Agreement, Project Co will not be entitled to make any Claim against the State or the Independent Certifier whether in accordance with this Agreement or at Law for any Liabilities incurred by Project Co in connection with any review, comment or failure to comment on, or acceptance, approval, endorsement or rejection of, a Submitted Document.
 - (ii) without limiting paragraph (d)(i) or Clause 12 (Time) of this Agreement, Project Co will not be entitled to make any Claim against the State in connection with any delay in the review of a Submitted Document.

Schedule 4 - Change Compensation Principles

1. Definitions

In this Schedule, capitalised terms have the meaning given to them in Clause 1.1 (Definitions) of this Agreement, unless defined below:

Agreed Builder Margin means *[not disclosed]*.

Agreed FM Margin means *[not disclosed]*.

Agreed Operator Margin means *[not disclosed]*.

Agreed Project Co Margin means *[not disclosed]*.

Change Compensation Event means each of the events listed in Section 2.

Margin means an amount on account of off-site overheads and administrative and corporate and other like costs and profit.

Net Incremental Costs means the amount calculated in accordance with Section 4.2(c).

Prolongation Costs means the amount calculated in accordance with Section 4.2(a).

Revenue Compensation Amount means the amount calculated in accordance with Section 4.2(b).

Savings means the actual and direct design, construction, operation and maintenance costs which would be avoided by Project Co and which are directly attributable to a Change Compensation Event:

- (a) determined by Project Co (as set out in its notice); or
- (b) determined by an independent expert appointed in accordance with Clause 30 (Dispute Resolution) of this Agreement.

State Response means the notice referred to in Section 6.5.

2. Change Compensation Events

The events set out in the table below are events which are "Change Compensation Events" for which Project Co may be entitled to compensation from the State.

	Change Compensation Event	Clause of this Agreement	Entitlement to relief
1.	A Compensable Extension Event (other than a Project Specific Change in Law and a State Modification) occurs before Completion and the extended Date for Completion is on or before the Original Date for Completion of Stage 1A	Clause 12.9 (Compensable Extension Events) and Section 5.1 of this Schedule	Time relief Prolongation Costs

	Change Compensation Event	Clause of this Agreement	Entitlement to relief
2.	A Compensable Extension Event (other than a Project Specific Change in Law, General Change in State Law, compensation for remediation of Contamination, a State Modification or the Compensable Extension Event described in paragraph (l) of that definition (Development Approval Conditions)) occurs before Completion and the extended Date for Completion is after the Original Date for Stage 1A Completion	Clause 12.9 (Compensable Extension Events) and Section 5.1 of this Schedule	Time relief Prolongation Costs Revenue Compensation Amount
3.	A General Change in State Law, Project Specific Change in Law, compensation for remediation of Contamination, State Modification or the Compensable Extension Event described in paragraph (l) of that definition (Development Approval Conditions) that occurs before Completion	Clause 7.2A (Entitlement to compensation for remediation), Clause 12.9 (Compensable Extension Events), Clause 15A (General Change in Law), Clause 16 (Project Specific Change in Law) or Clause 17 (Modifications) and Section 5.2 of this Schedule	Time relief Prolongation Costs Revenue Compensation Amount - if the extended Date for Completion is after the Original Date for Completion of Stage 1A Net Incremental Costs
4.	*A Project Specific Change in Law or State Modification that occurs after Completion *In connection with a Project Specific Change in Law or a State Modification, Project Co may also be entitled to compensation in accordance with Item 5 below.	Clause 15 (MAE Events), Clause 16 (Project Specific Change in Law) or Clause 17 (Modifications) and Section 5.3 of this Schedule	Net Incremental Costs An amount calculated in accordance with Clause 15 (MAE Events) of this Agreement

	Change Compensation Event	Clause of this Agreement	Entitlement to relief
5.	A MAE Event occurs before Completion (other than the MAE Events in paragraphs (a), (b), (c), (d), (l) and (k) of Clause 15.1 of this Agreement) and a MAE Event occurring after Completion.	Clause 15 (MAE Events) and this Schedule	The amount of compensation calculated in accordance with Clause 15 (MAE Events) of this Agreement
6.	Acceleration of the Works	Clause 12.11 (Acceleration)	Net Incremental Costs
7.	Increases and material decreases to Agreed Parking Charges	Clause 21.4 (Increases and material decreases to Parking Charges)	Compensation calculated in accordance with Clause 21.4 (Increases and material decreases to Parking Charges). For the avoidance of doubt, relief may only be claimed if the thresholds in Clause 21.4 are met.
8.	Step-in by the State occurring after Completion	Clause 28.8 (Variations to the number of Parking Bays)	Compensation calculated in accordance with Clause 21.6 (Variations to the number of Parking Bays) and Schedule 13 (Parking Bay Variations)
9.	Compensation for remediation of Contamination after Completion	Clause 7.2A (Entitlement to compensation for	Net Incremental Costs

	Change Compensation Event	Clause of this Agreement	Entitlement to relief
		remediation)	

3. Principles for calculating compensation

3.1 General

If a Change Compensation Event occurs, the extent (if any) to which compensation will be payable by the State will be determined in accordance with this Schedule:

- (a) Overriding considerations - the overriding considerations will be that:
 - (i) the State is receiving value for money; and
 - (ii) the compensation amount is reasonable and is calculated in a manner that is transparent;
- (b) Time value of money –
 - (i) appropriate regard must be given to the time value of money;
 - (ii) all cashflows must be discounted or inflated to reflect when they occur (if applicable); and
 - (iii) in determining the appropriate discount rate to be applied to a cashflow, regard must be given to anticipated rates of inflation;
- (c) Open book basis –
 - (i) Project Co must:
 - A. provide all information referred to in this Schedule on an open book basis;
 - B. if required by the State, make available the appropriate personnel to explain the basis on which a particular calculation has been made; and
 - C. allow the State full review and audit rights to enable it to verify compliance with this Section 3.1(c) in connection with the information referred to in Section 3.1(c)(i)A,

in order to enable the State to make an accurate assessment of actual Net Incremental Costs; and
 - (ii) “open book basis” will include Project Co providing a full breakdown of the calculation of all relevant preliminaries, labour, equipment, materials, subcontract, finance and other costs in a clear and transparent manner, including all working papers, calculations, source documents records and other relevant documents and information;
- (d) No double counting - no amounts will be double counted;
- (e) Margins –

- (i) except as specifically provided for in this Schedule, the State will not pay or otherwise compensate Project Co (or any other person) for any Margin (or loss of Margin) resulting from a Change Compensation Event;
- (ii) if the obligations of Project Co are reduced in accordance with this Agreement and a Saving is to be passed on to the State, that Saving must include the full amount of any Margin that Project Co and any Project Co Associate expected to make in relation to performing that obligation;
- (iii) Project Co is entitled to payment of the Agreed Project Co Margin, but only in connection with goods or services which it directly provides itself in respect of a Change Compensation Event; and
- (iv) Project Co must not make any additional Margin on any good or service which is ultimately provided by a third party (including any Project Co Associate), however, the:
 - A. Builder will be entitled to payment of the Agreed Builder Margin;
 - B. FM Subcontractor will be entitled to payment of the Agreed FM Margin; and
 - C. the Operator will be entitled to payment of the Agreed Operator Margin,
 but only in connection with any goods or services which they provide in connection with a Change Compensation Event;
- (f) State Modifications – Project Co is not entitled to charge the Agreed Project Co Margin except if the value of the proposed State Modification is greater than one million dollars. If the value of the proposed State Modification is less than one million dollars, Project Co may only charge its third party costs in preparing the Modification Quote;
- (g) Indirect costs - any indirect costs incurred by any person as a result of any change in circumstances must be disregarded;
- (h) Insurance - the compensation calculation will take into account any insurance proceeds, damages or other compensation or amount received by Project Co or any Project Co Associate (or to which Project Co or any Project Co Associate is entitled in accordance with any insurance policy, or would have been entitled but for the act or omission of Project Co or any Project Co Associate), as a result of the occurrence of a Change Compensation Event;
- (i) Failure to mitigate – Project Co will not be entitled to compensation for any costs or losses to the extent that they could have been avoided or mitigated if it, or any Project Co Associate, had used its reasonable endeavours to mitigate those costs and losses; and
- (j) Project Specific Change in Law - Project Co will not be entitled to compensation in connection with a Project Specific Change in Law, for any:
 - (i) change in the price of goods or services if the change occurred in accordance with a contract made, without prior written approval of the State, by or on behalf of Project Co, which allows for the price to change if there is a Project Specific Change in Law; or

- (ii) change in the cost of Financial Indebtedness obtained by Project Co, as a result of a Project Specific Change in Law affecting only the person providing that Financial Indebtedness.

The parties acknowledge that the State will be taken to have approved all Key Subcontracts for the purposes of paragraph (j)(i).

3.2 Form of compensation

- (a) Subject to Section 3.2(b) and Section 3.2(c), the compensation payable by the State in connection with a Change Compensation Event in accordance with this Agreement may take the form of:
 - (i) a lump sum payment or series of milestone payments;
 - (ii) to the extent that Project Co is able to fund the Change Compensation Event, a change to the Term; or
 - (iii) to the extent that Project Co is able to fund the Change Compensation Event, a combination of Sections 3.2(a)(i) and 3.2(a)(ii),

in the absolute discretion of the State.
- (b) If the compensation payable by the State is Prolongation Costs, the State agrees that the amount is payable as a lump sum or series of milestone payments.
- (c) If the State requests that Project Co obtain funding for a Change Compensation Event, Project Co must use all reasonable endeavours to obtain such funding, including by:
 - (i) using any Savings resulting from other Change Compensation Events, which have resulted in amounts being available in accordance with the Financing Documents;
 - (ii) utilising any standby facility that may be available to Project Co;
 - (iii) arranging for additional funding in accordance with the Financing Documents or from other sources (if permitted in accordance with the Financing Documents); and
 - (iv) arranging other funding obtained on commercial terms for Project Co by the State (without any obligation on the State to make any such arrangements).
- (d) If the additional or new funding is:
 - (i) debt finance provided by a third party financier, the increased costs will be the minimum amount required to amortise the increased or new finance facility and interest by the expiration of the new finance facility, together with any fees, swap costs and other costs and expenses incurred in conjunction with the increased or new finance facility; and
 - (ii) provided by way of subscription of shares or securities in Project Co or the provision of finance facilities or other funding associated with Equity Investors, the increased costs will be the minimum amount required to give the new or additional equity a forecast equity return that is not greater than the prevailing market rate of return for equivalent funding for projects of a similar risk profile.

- (e) If the State requests that Project Co obtain funding for a State Modification, the State agrees to include such funding request in the corresponding Modification Price Request or Modification Order under Clause 17.1(a) (Modifications proposed by the State).

3.3 Timing of payment of compensation

- (a) Subject to Section 3.3(b) and Section 3.3(d), any amount which is payable by:
 - (i) the State to Project Co; or
 - (ii) Project Co to the State,in the form of a lump sum must be paid within 20 Business Days of the date on which the amount is:
 - (iii) agreed in accordance with Section 4; or
 - (iv) incurred by Project Co,whichever is the later; or
 - (v) determined in accordance with Clause 30 (Dispute Resolution) of this Agreement.
- (b) The State will pay Project Co the Revenue Compensation Amount Quarterly in arrears.
- (c) Subject to Section 3.3(b) and Section 3.3(d), any amount which is payable by:
 - (i) the State to Project Co; or
 - (ii) Project Co to the State,in the form of a series of milestone payments must be paid within 20 Business Days of the achievement of the agreed milestones.
- (d) In connection with a State Modification if an amount is to be paid by the State to Project Co, the State must:
 - (i) if the Modification is being funded by the State, pay Project Co the amount stated in the Modification Order progressively within 10 Business Days after each month in which the relevant work was undertaken, or at such other milestones as are agreed between the parties; or
 - (ii) if the Modification is being funded by Project Co, pay Project Co when due the amounts (if any) which the Modification Order specifies will be paid by the State; or
 - (iii) if the amount of the Modification is disputed in accordance with Clause 17.1(g) (Modifications proposed by the State) of this Agreement, pay Project Co the amount stated in the Modification Order as varied by the Independent Certifier (together with any interest having accrued at the Default Rate on accounts which the Independent Certifier determines are payable to Project Co but have not been paid by the State) progressively within 10 Business Days after each month in which the relevant work was undertaken, or at such other milestones as are agreed between the parties.

4. Compensation

4.1 General

- (a) The following types of compensation may be payable by the State upon the occurrence of a Change Compensation Event:
- (i) Prolongation Costs;
 - (ii) Revenue Compensation Amount; and/or
 - (iii) Net Incremental Costs.
- (b) This Schedule describes how the compensation payable by the State upon the occurrence of a Change Compensation Event is calculated.

4.2 Types of compensation

- (a) **(Prolongation Costs):** If Prolongation Costs are payable by the State as a result of a Change Compensation Event, those Prolongation Costs are the reasonable, actual and additional costs incurred by Project Co arising directly as a result of a delay to Completion caused by a Compensable Extension Event.
- (b) **(Revenue Compensation Amount):** If a Revenue Compensation Amount is payable by the State as a result of a Change Compensation Event, the Revenue Compensation Amount is calculated as:

$$RCA = R_{ev} \times C/D \times T_{od}$$

where:

RCA = the Revenue Compensation Amount

R_{ev} = the amount stated in the Financial Model as the average real daily car parking revenue for the relevant Quarter that Project Co forecast it would have received had Completion of that Stage not been delayed past the Original Date for Completion of that Stage by the Change Compensation Event.

C = the CPI last published prior to the relevant Quarter

D = the CPI for the Quarter ending 31 March 2010

T_{od} = the number of calendar days from the Original Date for Completion until the earlier of:

- A. the expiry of the number of days delay for which Project Co is granted an extension of time in accordance with Clause 12.6 (Extension of time) of this Agreement;
- B. Completion; and
- C. any termination of this Agreement.

- (c) **(Net Incremental Costs):**

If Net Incremental Costs are payable by the State as a result of a Change Compensation Event (including on-site overheads), those Net Incremental Costs are calculated as follows:

$$\text{NIC} = \text{IC} - \text{S}$$

where:

NIC = the Net Incremental Costs

IC = the lower of:

- D. the actual incremental costs of design, construction, commissioning, operation, maintenance or repair directly attributable to a Change Compensation Event plus (if applicable) the Agreed Builder Margin, the Agreed Operator Margin, the Agreed Project Co Margin and the Agreed FM Margin;
- E. if requested in accordance with Section 6.5, a written quote from an independent third party contractor (approved by the State) for implementing the Change Compensation Event, which must be reasonable and must comply with these Change Compensation Principles;
- F. if applicable, an amount determined in accordance with Section 7 if Project Co is required to carry out a tender process; and
- G. an amount determined by an independent expert appointed in accordance with Clause 30 (Dispute Resolution) of this Agreement

S = the amount of any Savings

5. Calculation of compensation

5.1 Compensable Extension Events occurring prior to Completion

- (a) Project Co's entitlement to compensation on the occurrence of a Compensable Extension Event (other than a Project Specific Change in Law, General Change in State Law, remediation of Contamination in accordance with Clause 7.2A (Compensation for remediation of Contamination) or State Modification) which occurs prior to Completion, will be calculated as follows:

$$C = PC + RCA - I$$

where:

C = the amount of compensation payable to Project Co

PC = Prolongation Costs, calculated in accordance with Section 4.2(a)

RCA = the Revenue Compensation Amount, calculated in accordance with Section 4.2(b)

I = any insurance proceeds, damages or other compensation or amount

referred to in Section 3.1(h)

- (b) If Completion of a Stage occurs on or before the Original Date for Completion of that Stage (irrespective of whether an extension to the Date for Completion of that Stage has been granted until after the Original Date for Completion of that Stage) the value of RCA for that Stage will be zero.

5.2 Project Specific Change in Law, General Change in State Law, remediation of Contamination and State Modifications occurring prior to Completion

- (a) Project Co's entitlement to compensation for a Project Specific Change in Law, General Change in State Law, remediation of Contamination in accordance with Clause 7.2A (Compensation for remediation of Contamination), the Compensable Extension Event described in paragraph (I) of that definition (Development Approval Conditions) or a State Modification which occurs prior to Completion will be calculated as follows:

$$C = PC + RCA \pm NIC - I$$

where:

- C = the amount of compensation payable to Project Co
- PC = Prolongation Costs, calculated in accordance with Section 4.2(a)
- RCA = the Revenue Compensation Amount, calculated in accordance with Section 4.2(b)
- NIC = Net Incremental Costs, calculated in accordance with Section 4.2(c) other than in respect of a General Change in State Law in which case Costs and Savings will be calculated and paid subject to and in accordance with Clause 15A (General Change in Law)
- I = any insurance proceeds, damages or other compensation or amount referred to in Section 3.1(h)

- (b) If Project Co is not granted an extension of time in connection with the Project Specific Change in Law in accordance with Clause 12.6 (Extension of time) of this Agreement then the value of PC will be 0.
- (c) If Completion of a Stage occurs on or before the Original Date for Completion of that Stage (irrespective of whether an extension to the Date for Completion has been granted until after the Original Date for Completion of that Stage) the value of RCA for that Stage will be zero.
- (d) If the value of NIC is less than 0, then the amount of the Saving is a debt due and payable by Project Co to the State.

5.3 Project Specific Change in Law and State Modifications occurring after Completion

Project Co's entitlement to compensation for a Project Specific Change in Law and State Modifications which occur after Completion will be calculated as follows:

$$C = MAE_{\text{amount}} \pm NIC - I$$

where:

C	=	the amount of compensation payable to Project Co
NIC	=	Net Incremental Costs, calculated in accordance with Section 4.2(c)
MAE _{amount}	=	the amount agreed or determined to be payable (if any) in accordance with Clause 15 (MAE Events) of this Agreement
I	=	any insurance proceeds, damages or other compensation or amount referred to in Section 3.1(h)

6. Claiming compensation

6.1 Submission of notice

If a Change Compensation Event occurs and there is no express stipulation in this Agreement as to when the notice of the Change Compensation Event must be submitted and updated:

- (a) Project Co must prepare and submit to the State a notice that complies with the requirements of this Agreement within 10 Business Days (or such longer period as reasonably determined by the State, having regard to the extent and nature of the Change Compensation Event and its effects) from the date that Project Co became aware, or ought reasonably to have become aware, of the first occurrence of the Change Compensation Event; and
- (b) the notice must be updated every 10 Business Days (or such longer period as reasonably determined by the State, having regard to the extent and nature of the Change Compensation Event and its effects) for the period of the Change Compensation Event.

6.2 Requirements of the notice

A notice (and any updated notice, as the case may be) prepared by Project Co in connection with a Change Compensation Event must:

- (a) set out detailed particulars of the occurrence and impact of the relevant Change Compensation Event including the basis of the claim;
- (b) describe the steps Project Co has taken (and any further action Project Co proposes to take in the future) to:
 - (i) mitigate the adverse effects of the Change Compensation Event and minimise the effect of (including any increase in costs) arising from the Change Compensation Event; and
 - (ii) take advantage of any positive or beneficial effects of the Change Compensation Event and maximise any reduction in costs arising from the Change Compensation Event;
- (c) provide details, where applicable, and to the extent known or likely, of the effects of the Change Compensation Event on:
 - (i) the demand in connection with the New Car Park and the At-Grade Car Parks and the patronage of those areas;
 - (ii) the workmanship, quality, appearance or durability of any part of the New Car Park or the At-Grade Car Parks;

- (iii) the use of the New Car Park and the At-Grade Car Parks (if applicable);
- (iv) the design, construction or commissioning of the Works (including the effect (if any) on the Works Program);
- (v) the operation, management and maintenance of the New Car Park or the At-Grade Car Parks;
- (vi) the cost of undertaking the Works, providing the Services or operating the New Car Park and the At-Grade Car Parks (if applicable);
- (vii) the ability of Project Co to handover the New Car Park in accordance with the terms of this Agreement; and
- (viii) Project Co's ability to:
 - A. satisfy any warranty given by Project Co in accordance with this Agreement;
 - B. perform any of its obligations in accordance with this Agreement; and
- (ix) financing costs;
- (d) set out the quantum of any Prolongation Costs, Net Incremental Costs or Revenue Compensation Amount claimed (as the case may be) calculated in accordance with this Agreement;
- (e) fully document all estimated financial consequences of the Change Compensation Event on an open book basis, including:
 - (i) all amounts payable to Project Co in connection with the Change Compensation Event;
 - (ii) all amounts saved by Project Co in connection with the Change Compensation Event;
 - (iii) if the Change Compensation Event is a State Modification which will decrease the cost of delivering the Project, the amount of any such decrease;
 - (iv) the capital expenditure, if any, associated with the Change Compensation Event;
 - (v) the additional annual recurrent costs, or savings, of delivering the Project as a result of the Change Compensation Event;
 - (vi) the cost of insurance required to be effected in accordance with this Agreement;
 - (vii) all insurance moneys for which Project Co may be able to make a Claim in accordance with any Insurance as a result of the relevant Change Compensation Event; and
 - (viii) the proposed compensation options which must include the following options or a combination of them:
 - A. an extension of, or decrease to, the Term;

- B. upfront payments or reimbursements as financial consequences are realised;
- (f) provide details, where applicable, of:
 - (i) the time consequences of the Change Compensation Event (including any impact on the Date for Completion);
 - (ii) if the Change Compensation Event is a Modification, the time within which the proposed Modification will be implemented;
 - (iii) any changes required to the Design Documentation; and
 - (iv) any changes required to the Operating Manual or Asset Maintenance Plan;
- (g) include any other information and evidence reasonably requested by the State to support Project Co's claims;
- (h) be warranted by an authorised officer of Project Co as being true and correct to the best of his or her knowledge; and
- (i) be signed by the relevant authorised officer.

6.3 Modification Quote

A Modification Quote required to be prepared in accordance with Clause 17.1(c) (State Modifications) of this Agreement must, to the extent applicable, satisfy the requirements of Section 6.1.

6.4 State may request a notice

If:

- (a) the State considers that a Change Compensation Event has occurred; and
- (b) Project Co has not submitted a notice in connection with the Change Compensation Event in accordance with this Agreement,

the State may, in a notice entitled "Notice Request", request that Project Co prepare and submit a notice that complies with this Schedule in connection with the Change Compensation Event.

6.5 State to issue a State Response

Within 20 Business Days of the receipt of a notice in accordance with Section 6.1 or such other period as the State reasonably requires, the State:

- (a) may request from Project Co any further information, which the State reasonably requires in order to assess Project Co's claim for compensation in accordance with this Schedule; and
- (b) must advise Project Co, in a notice entitled "**State Response**", that it:
 - (i) accepts the notice, in which case Project Co will, subject to the other requirements of this Agreement be entitled to compensation in accordance with this Schedule;
 - (ii) does not accept the notice and that it requires Project Co to:

- A. during the Operating Phase only, carry out a tender process, in accordance with Section 7;
 - B. during the Operating Phase only, obtain a written quote from an experienced, independent and capable third party contractor reasonably agreed between Project Co and the State in relation to any work the subject of the notice; or
 - C. amend any aspect of the notice, in accordance with the State Response; or
- (iii) rejects the notice.

6.6 Further information requested by the State

Project Co must, where requested by the State in accordance with Section 6.5(a) provide the State with such information promptly and in any event no later than 5 Business Days (or such other period as agreed with the State) following receipt of the request from the State.

6.7 Notice not accepted

If the State does not accept the notice issued by Project Co, Project Co must:

- (a) submit an updated notice to the State; or
- (b) notify the State of any specific matters which it disputes in connection with the State Response,

within 10 Business Days (or such other period as agreed with the State) of Project Co's receipt of the State Response.

6.8 Dispute resolution

- (a) If:
 - (i) Project Co has notified the State of any specific matters which it disputes in accordance with Section 6.7(b) and within 10 Business Days the parties are unable to reach an agreement in connection with the disputed matters; or
 - (ii) the State has rejected the notice, in accordance with Section 6.5(b),

Project Co may refer the matter for dispute resolution in accordance with Clause 30 (Dispute Resolution) of this Agreement.
- (b) In resolving the dispute the parties will, and will direct the expert, to have regard to the principles specified in this Schedule.

7. Tender process

- (a) **(Conduct of the tender process):** If Project Co is required to carry out a tender process in accordance with Section 6.5 Project Co must obtain three separate quotes (or such other number of quotes as directed by the State) from experienced, independent and capable contractors which are acceptable to the State (acting reasonably) to carry out the work in connection with the relevant Change Compensation Event on substantially similar terms and conditions as set out in the notice provided by Project Co in accordance with Section 6.1.

- (b) **(Project Co to select):** Project Co will be responsible for selecting a subcontractor from this process in full consultation with (and subject to the prior agreement of) the State.
- (c) **(Tender process material):** Project Co must permit the State to review all materials that are submitted in the tender process and provide any other information that the State reasonably requires (including such written consents as are required by Law to carry out any probity investigations).
- (d) **(Selection criteria):** Project Co must demonstrate, to the reasonable satisfaction of the State, that the subcontractor it intends to select is the best choice having regard to the:
 - (i) price quoted in the prevailing market conditions;
 - (ii) experience and capability of that subcontractor in the context of the relevant Change Compensation Event;
 - (iii) ability of the subcontractor to carry out the work in connection with the Change Compensation Event in the manner required by this Agreement; and
 - (iv) financial and technical risk and security package offered by the subcontractor.

The subcontractor must meet the requirements in connection with subcontractors set out in this Agreement.

- (e) **(Effect of tender process):** Subject to Section 7(f), Project Co must, within 10 Business Days of the outcome of the tender process, amend its notice or Modification Quote (as applicable) to take full account of the outcome of the tender process and submit an amended notice or Modification Quote (as applicable) to the State.
- (f) **(State not satisfied):** If, following the conduct of the tender process, the State is not reasonably satisfied as to the matters described in Section 7(d), or otherwise as to the conduct of the tender process, it must direct Project Co not to accept any tender and either:
 - (i) withdraw a Modification Quote in connection with a State Modification;
 - (ii) otherwise instruct Project Co not to proceed with the work in connection with the relevant Change Compensation Event; or
 - (iii) proceed to implement the work that would otherwise have been performed in connection with the relevant Change Compensation Event itself, through subcontractors selected by it.

Schedule 5 - Design Development

1. Design Development Process

1.1 General

The Design Development Process for the At-Grade Reconfiguration Works and Stages 1A, 1B, 2A and 2B comprises the:

- (a) implementation of the following design stages:
 - (i) Design Stage 1;
 - (ii) Design Stage 2; and
 - (iii) Design Stage 3,each a “**Design Stage**” as described in Section 2;
- (b) conduct of design development presentations contemplated in Section 1.2;
- (c) conduct of design development workshops as contemplated in Section 1.3; and
- (d) the submission of the Design Documentation in accordance with the requirements of Section 3 and Attachment A.

1.2 Design development presentations

- (a) If requested by the State, Project Co must conduct presentations for the State to explain Project Co's Design Documentation for each Design Stage.
- (b) The State may request Project Co to cover specific topics in its presentations in connection with the Design Documentation.

1.3 Design Documentation workshops

- (a) Project Co must organise and manage, in consultation with the State, regular user group workshops with the State and other persons nominated by the State to further develop and finalise Project Co's Bid Design Documentation.
- (b) Project Co must:
 - (i) give proposed attendees at the workshops at least 10 Business Days notice of each workshop and submit a meeting agenda to the State 2 Business Days before each workshop;
 - (ii) submit three hard copies and three electronic copies on CD ROM of any documentation, drawings, technical schedules, specifications or other information required to be reviewed by the State no later than 5 Business Days prior to the workshop;
 - (iii) ensure that relevant personnel with detailed knowledge of the Design Documentation attend the workshops; and
 - (iv) prepare and provide to the State minutes from each workshop within 3 Business Days following each design review meeting.

2. Design Stages

2.1 Timing of submission of Design Documentation

- (a) Project Co must provide for the timing of submission of the Design Documentation in connection with each Design Stage in the Project Management Plan and as reflected in the Works Program.
- (b) Project Co must comply with the Works Program in submitting the Design Documentation.

2.2 Design Stages

- (a) Project Co must submit the following Design Documentation in accordance with Section 3 and Attachment A:
 - (i) the relevant documents specified in Section 3 as required to be submitted as part of the At-Grade Reconfiguration (**Reconfiguration Stage Documents**) which must be a development of the Bid Design Documentation, comply with the Design Requirements and contain further information required in Attachment A for the relevant Design Stage;
 - (ii) the documents specified in Section 3 as required to be submitted as part of Design Stage 1 (**Design Stage 1 Documents**) which must be a development of the Bid Design Documentation, comply with the Design Requirements and contain further information required in Attachment A for the relevant Design Stage;
 - (iii) the documents specified in Section 3 as required to be submitted as part of Design Stage 2 (**Design Stage 2 Documents**) which must be a development of the Design Stage 1 Documents, comply with the Design Requirements and contain further information required in Attachment A for the relevant Design Stage; and
 - (iv) the documents specified in Section 3 and Attachment A as required to be submitted as part of Design Stage 3 (**Final Design Documents**) which must be a development of the Design Stage 2 Documents and comply with the Design Requirements and be marked “for construction”.
- (b) Project Co must submit a ‘Design Development Report’ with the Design Documentation submitted at each Design Stage which:
 - (i) contains in reasonable detail a summary of the Design Documentation;
 - (ii) demonstrates that issues of planning, design, materials selection, constructability and building services have been coordinated and integrated into the Design Documentation;
 - (iii) demonstrates that the Design Requirements are met by the Design Documentation; and
 - (iv) identifies any changes to the Design Documentation from the previous Design Stage.

2.3 Final Design Documents

Project Co must ensure that:

- (a) the Final Design Documents are not issued; and
- (b) construction of the Works to which the Final Design Documents relate does not commence, unless:
 - (i) Project Co has submitted the Final Design Documents for the relevant Works for review in accordance Schedule 3 (Review Procedures);
 - (ii) the State and the Independent Certifier have been given the number of days in Schedule 3 (Review Procedures) to review and comment on the Updated Design Documents; and
 - (iii) if, in accordance with Schedule 3 (Review Procedures), the State or the Independent Certifier has comments on or rejects the Updated Design Documents, Project Co has complied with its obligations in Schedule 3 (Review Procedures) to amend and resubmit the Updated Design Documents to the State and Independent Certifier for further review.

2.4 Changes to Final Design Documents

If Project Co proposes any changes to the Final Design Documents, then Project Co must submit all proposed changes to the State and the Independent Certifier as if they were Updated Design Documentation in accordance with Schedule 3 (Review Procedures) and the requirements of Schedule 3 (Review Procedures) will apply to the amended Final Design Documents.

3. Design Documentation

The table below sets out the Design Documentation to be submitted as part of each Design Stage.

Project Co must submit three hard copies (in A1 format) and three electronic copies on CD ROM of any documentation, drawings, technical schedules, specifications and other information forming part of each Design Stage, as well as 1 AutoCAD 2006 electronic copy on CD ROM media for the Final Design Documents.

Design Documentation	Design Stage 1 (Schematic)	Design Stage 2 (Design Development)	Design Stage 3 (Final Design Documents)
Masterplan documents			
Masterplans 1:500	Initial	Updated	Final
Site sections 1:500	Initial	Updated	Final
Site elevations 1:500	Initial	Updated	Final
Planning documents			
Floor plans: 1:200	Initial	Updated	Final
Area plans: 1:200	Initial	Updated	Final

Design Documentation	Design Stage 1 (Schematic)	Design Stage 2 (Design Development)	Design Stage 3 (Final Design Documents)
Circulation plans: 1:200	Initial	Updated	Final
Site Plans: 1:200	Initial	Updated	Final
Architectural design documents			
Floor plans: 1:100		Initial	Final
Building sections: 1:100		Initial	Final
Building elevations: 1:100		Initial	Final
2 perspective images	Initial	Updated	Final
Shade study report	Initial	Updated	Final
Architectural finishes documents			
Schedule of finishes (internal)	Initial	Updated	Final
Schedule of finishes (external)	Initial	Updated	Final
Landscaping documents			
Plans: 1:200	Initial	Updated	Final
Plans: 1:100		Initial	Final
Landscape details		Initial	Final
Engineering services documents**			
Services masterplan 1:500	Initial	Updated	Final
Services drawings 1:100	Initial	Updated	Final
Services drawings 1:50	Initial	Updated	Final
Building services plant and equipment schedules	Initial	Updated	Final
Vertical transportation plant and equipment schedules	Initial	Updated	Final

Design Documentation	Design Stage 1 (Schematic)	Design Stage 2 (Design Development)	Design Stage 3 (Final Design Documents)
Traffic masterplans 1:500	Initial	Final	
Traffic masterplans 1:250		Initial	Final
Civil and structural engineering documents			
Civil drawings 1:200	Initial	Final	
Civil drawings 1:500		Initial	Final
Structural concept plans 1:200	Initial	Updated	Final
Structural design plans 1:100		Initial	Final
Structural design sections 1:100		Initial	Final
Structural design details		Initial	Final
Design Development Report*	Final	Final	Final

Attachment A

1. Reconfiguration Works Stage – Schematic and Design Development

The information provided as part of the Reconfiguration Works Stage submission must include the following:

- (a) overall layout plan, showing construction plan, all external walls and security fences, buildings, courtyards, road, car parking, covered ways, pathways, hard and soft landscaping areas;
- (b) way-finding drawings, including signage strategy report;
- (c) electrical and communications proposals particularly if any connections to the existing hospital systems are proposed showing switch rooms, major cable routes and point positions;
- (d) landscape drawings as necessary; and
- (e) any other details that are necessary to accurately indicate to the State the extent of the At-Grade Reconfiguration Works and the impact on existing facilities.

The information provided as part of the Reconfiguration Works Stage submission must include the following:

- (f) overall layout plan, showing construction plan, all external walls and security fences, buildings, courtyards, road, car parking, covered ways, pathways, hard and soft landscaping areas;
- (g) way-finding drawings, including signage strategy report;
- (h) electrical and communications proposals particularly if any connections to the existing hospital systems are proposed showing switch rooms, major cable routes and point positions;
- (i) schedules including;
 - (i) pay machines;
 - (ii) barriers;
- (j) signage schedules;
- (k) signage samples; and
- (l) evidence of State and Independent Certifier acceptance of documentation.

2. Design Stage 1 - Schematic

The information provided as part of the Design Stage 1 submission for Stages 1A, 1B, 2A and 2B must include the following:

- (a) overall layout plan, showing construction plan, all external walls and security fences, buildings, courtyards, road, car parking, covered ways, pathways, hard and soft landscaping areas;
- (b) supporting indicative shade study report to assist in the determination of locations of seating and shade structures;
- (c) architectural layout showing area interdependencies and adjacencies;
- (d) way-finding drawings, including signage strategy report;
- (e) structural grid and major structural member sizes;
- (f) mechanical services showing plant rooms, major duct routes and point positions;
- (g) electrical and communications showing switch rooms, major cable routes and point positions;
- (h) fire services showing major tanks, pumps, pipe routes and point positions;
- (i) hydraulic services showing major pipe routes and point positions;
- (j) lift services showing size and numbers of lifts;
- (k) general floor plans showing room arrangements, room areas, floor levels, and any major internal design elements;
- (l) roof layout;
- (m) landscape drawings;
- (n) elevations and details of proposed facade treatments;
- (o) perspective images, minimum of 2, with viewpoint agreed with the State prior to commencement; and
- (p) evidence of State and Independent Certifier acceptance of documentation.

3. Design Stage 2 – Design Development

The information provided as part of the Design Stage 2 submission for Stages 1A, 1B, 2A and 2B shall include the following:

- (a) architectural drawings;
- (b) structural drawings;
- (c) mechanical services drawings;
- (d) electrical and communications drawings;
- (e) fire services drawings;
- (f) hydraulic services drawings;
- (g) security services drawings;
- (h) reflected ceiling plans;
- (i) landscape drawings; and

- (j) building elevations.
- (k) 1:50 scale drawings for:
 - (i) room and equipment layouts;
 - (ii) toilet area plans and elevations;
 - (iii) construction details;
 - (iv) building sections; and
 - (v) lift drawings.
- (l) schedules including;
 - (i) door schedules;
 - (ii) window schedules;
 - (iii) hardware schedules;
 - (iv) finishes schedules;
 - (v) colour schedules;
- (m) signage schedules;
- (n) samples including:
 - (i) floor finishes;
 - (ii) wall finishes;
 - (iii) ceiling;
 - (iv) proposed colour schedule;
 - (v) signage;
 - (vi) door hardware;
 - (vii) sanitary fitments;
 - (viii) electrical fitments;
 - (ix) glazing and windows;
 - (x) facade materials and finishes; and
 - (xi) security glazing and partitions.

Schedule 6 – Programming Requirements

1. Interpretation of this Schedule

1.1 Primavera

The following capitalised terms used in this Schedule have the meanings given to them in the proprietary computer software known as “Primavera P6 or higher Primavera Project Management software”, produced by Primavera Systems, Inc:

- Activity;
- Activity ID;
- Actual Dates;
- Calendar;
- Constraint;
- Critical;
- Critical Path;
- Critical Path Network;
- Early;
- Float;
- Free;
- Lag;
- Late;
- Lead;
- Logic;
- Logic Link;
- Milestone;
- Network;
- Percent Complete.
- Planning Unit;
- Predecessor;
- Remaining Duration;
- Successor; and
- Total Float.

2. Works Program

2.1 Form of the Works Program

The Works Program must be prepared in accordance with the detailed requirements set out in this Schedule and otherwise in accordance with any other requirements reasonably requested by the State.

2.2 Content of the Works Program

The Works Program (and all revisions and updates of that Works Program) must:

- (a) contain the information specified in and otherwise satisfy the requirements of Sections 2.3 to 2.5:
- (b) identify all Project activities from the Date of this Agreement to 12 months after Stage 2B Completion: and
- (c) provide any other information reasonably requested by the State or the Independent Certifier.

2.3 Construction activities

The Works Program must identify and be a single point of reference for all construction activities that comprise the Works including:

- (a) all construction activities (which must be grouped into activities and show a commencement and completion milestone for each of those activities);
- (b) any Authorisations which must be obtained prior to Completion or during the construction of the Works;
- (c) all Construction Area establishment activities;
- (d) all remediation works that are the responsibility of Project Co;
- (e) Works that interface with adjacent projects; and
- (f) all other information reasonably requested by the State.

2.4 Design Development

The Works Program must identify and be a single point of reference for all activities associated with the Design Development Process including:

- (a) all activities that form part of the Design Development Process and the scope of work of the Independent Certifier and identified in the bid Project Management Plan;
- (b) the timing for:
 - (i) conducting the Design Development Process;
 - (ii) submitting coordinated Design Documentation;
 - (iii) obtaining Authorisations;
 - (iv) the conduct of reviews by the State;
 - (v) interfaces with other projects;

- (vi) achieving Completion; and
- (c) all other information concerning the Design Development Process reasonably requested by the State.

2.5 Completion activities

The Works Program must relate to the Completion Plans and identify:

- (a) commissioning and testing generally;
- (b) the timing for the conduct of the Completion Tests;
- (c) the timing for the conduct of the Outstanding Items;
- (d) the timing for the conduct of all other activities which must be carried out as a precondition to Completion; and
- (e) all other information concerning Completion reasonably requested by the State.

3. General requirements for the preparation of the Works Program

3.1 Software system

- (a) Project Co must prepare the Works Program (and all revisions and updates) by using a recognised specialist proprietary programming computer software system which has been approved in advance by the State.
- (b) Any references to the provision of an electronic copy of a document produced by computer software mean an electronic copy of that document in the format of the software in which the document was originally created that has been configured to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

3.2 Bid Project Management Plan

The Works Program must reflect the requirements of the bid Project Management Plan contained in Attachment 4 of this Agreement and all subsequent revisions of the Project Management Plan.

3.3 Primavera software systems

Without limiting the general nature of Section 3.1, the State approves the use of the proprietary computer software known as:

- (a) "Primavera P6" or higher Project Management software, produced by Primavera Systems, Inc; and
- (b) "Microsoft Project" (2007), produced by Microsoft Corporation.

3.4 Form of Works Programs generally

The Works Program (and all revisions and updates) must:

- (a) at all times reflect the actual progress of the Works being undertaken;

- (b) be clear and sufficiently detailed for the State to easily identify:
 - (i) the Critical Path for the execution of the Works;
 - (ii) the responsible Consortium Entity for each activity in connection with the delivery of the Works or pertaining to the Services;
 - (iii) all activities that involve the State or the State Associates, including the date by which Project Co requests any review by the State (which must be consistent with the terms of this Agreement);
 - (iv) all activities that are dependent on external third party events including the obtaining of approvals (**Precursor Events**); and
 - (v) the nature, time for completion of, and the identity of any third party responsible for completing each Precursor Event;
- (c) contain a single overall start Milestone and a single overall finish Milestone;
- (d) be in the form of a Critical Path Network that enables the Critical Path to be calculated automatically by the computer software;
- (e) use days as its Planning Unit (or such other period of time approved in writing by the State);
- (f) contain Calendars which enable planned working and non-working periods in the future to be identified;
- (g) demonstrate that all the Activities in the programs, apart from the start and finish Milestones, are Logically Linked;
- (h) provide a labour resource histogram derived from the programme software that is consistent with the work depicted in the program. The labour histogram should be able to categorise the various trade resources and Project Co's own resources;
- (i) develop planned versus actual resource s-curves by phase;
- (j) clearly identify:
 - (i) Activities, their order, duration and interrelationship;
 - (ii) the durations and Total Float of all Activities;
 - (iii) if known, the impact, and the estimated potential impact of any delaying events or circumstances;
 - (iv) all phases and sub-phases of the D&C Phase;
 - (v) the contingency allowed within the Works Program for potential delays; and
 - (vi) any other matters which may have a material effect on the time required to complete the Works;
- (k) show the proposed staging and/or construction methodology of the Works;
- (l) contain all other information reasonably requested by the State; and
- (m) not contain, without prior approval by the State:

- (i) any Activities of durations of longer than 30 Business Days;
- (ii) any Constraints that fix the Early or Late start or finish dates of Activities or override the dates that would otherwise be calculated in accordance with Critical Path Network Logic (except for the overall start Milestone);
- (iii) any Lags that extend beyond more than 50% of the duration of the Predecessor Activity of the Lag;
- (iv) any Free Float Constraints or Total Float Constraints;
- (v) any other programming Activities or methodologies which have the effect of creating false Criticality or constraining the program from reacting dynamically to changes;
- (vi) any Logic Links containing negative Lags (except where a negative Lag is used to indicate the time for an action by the State);
- (vii) more than 1200 Activities;
- (viii) Activities without finish Successors (except for the overall finish Milestone); or
- (ix) Activities without start Predecessors (except for the overall start Milestone).

4. Updating the Works Program

4.1 Timing for submission of updated Works Program

Project Co must update and submit to the State the Works Program monthly (prior to each meeting of the Management Team) to reflect any changes to the progress of the Works being undertaken and otherwise:

- (a) within five Business Days of Project Co being:
 - (i) granted an extension to the Date for Completion in accordance with Clause 12.6 (Extensions of time) of this Agreement or instructed to accelerate the Works in accordance with Clause 12.11 (Acceleration) of this Agreement; or
 - (ii) directed to carry out a Modification in accordance with Clause 17 (State Modifications) of this Agreement; or
- (b) within two Business Days of Project Co deciding to make any material changes to the information contained in a Works Program,

provided that such updates must comply with this Schedule and the other requirements of this Agreement and must not adjust the Date for Completion (unless an extension of time has been granted in accordance with this Agreement).

4.2 Submission of Works Program on request

If requested by the State at any time, Project Co must as soon as reasonably practicable after the request, submit to the State the updated Works Program showing the actual status and progress of the Works as against the original baseline of the Works Program.

4.3 Content and format of updated Works Program

- (a) Project Co must submit to the State and the Independent Certifier the updated Works Program in the following forms:
 - (i) three paper copies (which must be submitted on an A1 size sheet reduced to A3 and appropriately time scaled across the sheet so as to detail the sequence, duration and interaction of design, procurement, construction and commissioning);
 - (ii) three electronic versions in .pdf format; and
 - (iii) three electronic versions in original “primavera xer file” or other proprietary software format agreed with the State in accordance with Section 3.1(a).
- (b) The updated Works Program must:
 - (i) clearly identify the Percent Complete and the Remaining Duration of each Activity;
 - (ii) clearly identify the Activities that had started and which Activities had finished during the reporting period and the dates on which those Activities started and finished;
 - (iii) be updated to the end of the previous reporting period using the software to record Actual Dates and the Percent Complete of Activities;
 - (iv) identify if Project Co will not achieve Completion until after the Date for Completion; and
 - (v) incorporate and display the version of the Program produced at the end of the previous reporting period as a baseline reflecting the actual status and progress of the Works.

4.4 Submission of report with any updated Works Program

- (a) With each update of any Works Program, Project Co must submit to the State a written report reconciling the updated Works Program with the version of the Works Program produced for the previous reporting period.
- (b) The report referred to in paragraph (a) must as a minimum:
 - (i) identify and explain for Activities that are on the Critical Path, the reason for any changes to:
 - A. the duration of Activities since the previous reporting period;
 - B. the presence or absence of Logic Links or their Leads or Lags;
 - C. the presence or absence of program Activities or their Activity IDs; and
 - D. the timing of Activities;
 - (ii) summarise the material changes to any Activities that are not on the Critical Path;

- (iii) identify the estimated timing for the achievement of key Project stages including the completion of each of the design and construction stages and the Date for Completion for each stage and; and
- (iv) contain any other information reasonably requested by the State.

Schedule 7 – Completion Criteria

1. Completion Criteria

1.1 Completion Plan

Project Co must prepare a Completion Plan that complies with the requirements of Clause 13.2 (Completion Plan) of this Agreement.

1.2 Reconfiguration Stage

The 'Reconfiguration Stage' comprises the At-Grade Reconfiguration Works in the 'Car Park 1', 'Car Park 3' and 'Tennis Court' as shown on the plan attached to Schedule 16 (Plans).

1.3 At-Grade Reconfiguration Completion Criteria

The following criteria are the '**At-Grade Reconfiguration Completion Criteria**' for the purposes of this Agreement:

- (a) Project Co having delivered the Minimum Number of Parking Bays in connection with the At-Grade Reconfiguration Works in accordance with Schedule 19 (Parking Bay Requirements);
- (b) Project Co having met the Design Requirements;
- (c) Project Co having done all that is required to ensure that in using the At-Grade Car Parking Bays, Visitors and Staff are safe from the construction activities that are continuing in the Construction Areas;
- (d) the Completion Plan in connection with At-Grade Reconfiguration Completion has been reviewed by the State and the Independent Certifier in accordance with Schedule 3 (Review Procedures);
- (e) the accuracy and functionality of all aspects of the parking equipment has been demonstrated and tested;
- (f) Project Co having complied with its obligations in connection with At-Grade Reconfiguration Completion in accordance with Clause 13 (Completion) of this Agreement;
- (g) all Authorisations required for the occupation of the At-Grade Car Parks:
 - (i) have been obtained without conditions; or
 - (ii) have been obtained on conditions, which in the opinion of the State (acting reasonably), do not materially impact upon the At-Grade Car Parks being Fit For Purpose;
- (h) all Authorisations required in connection with any Additional Infrastructure applicable to the At-Grade Reconfiguration Works have been obtained with or without conditions;
- (i) Project Co having submitted a draft of the Operating Manual in connection with the At-Grade Car Parks to the State and Independent Certifier in accordance with Clause 6.1 (Project management documents) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);

- (j) Project Co having procured any Insurances required in accordance with Clause 24 (Insurance) of this Agreement and complied with its obligations in accordance with Clause 24 (Insurance); and
- (k) Project Co having obtained certificates of compliance in connection with any Additional Infrastructure applicable to the At-Grade Reconfiguration Works.

1.4 Stage 1A Completion Criteria

The following criteria are the “**Stage 1A Completion Criteria**” for the purposes of this Agreement:

- (a) Project Co having delivered the Minimum Number of Parking Bays in connection with the Stage 1A New Car Park as set out in Schedule 19 (Parking Bay Requirements);
- (b) Project Co having done all that is required to ensure that in using the Stage 1A New Car Park, Visitors and Staff are safe from the construction activities that are continuing in the Construction Areas;
- (c) the Completion Plan in connection with Stage 1A Completion has been reviewed by the State and the Independent Certifier in accordance with Schedule 3 (Review Procedures);
- (d) the accuracy and functionality of all aspects of the parking equipment has been demonstrated;
- (e) Project Co having complied with its obligations in connection with Stage 1A Completion in accordance with Clause 13 (Completion) of this Agreement;
- (f) Project Co having successfully passed the Completion Tests required to be performed in connection with Stage 1A Completion in accordance with Section 1.5;
- (g) all Authorisations required for the occupation of the Stage 1A New Car Park:
 - (i) have been obtained without conditions; or
 - (ii) have been obtained on conditions, which in the opinion of the State (acting reasonably), do not materially impact upon the Stage 1A New Car Park being Fit For Purpose;
- (h) all Authorisations required in connection with the Additional Infrastructure have been obtained with or without conditions;
- (i) Project Co having submitted a draft of the Operating Manual in connection with the Stage 1A New Car Park to the State and Independent Certifier in accordance with Clause 6.1 (Project management documents) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);
- (j) Project Co having procured all Insurances required in accordance with Clause 24 (Insurance) of this Agreement and complied with its obligations in accordance with Clause 24 (Insurance); and
- (k) Project Co having obtained and provided to the State the following to the extent applicable to the Stage 1A New Car Park:
 - (i) certificates of compliance in connection with:
 - A. civil works (including below ground stormwater and sewer);

- B. road works (as required by the relevant authorities);
 - C. structural works;
 - D. electrical services;
 - E. emergency and exit lighting systems; and
 - F. fire protection services (sprinkler, smoke detection and emergency warning systems);
 - G. hydraulic services; and
 - H. security services.
- (ii) inspection and test certificates for all fire fighting fitments and installations, including hose reels, fire blankets and fire extinguishers (if applicable);
 - (iii) evidence of mandatory building surveyor or engineer inspections of the Stage 1A Works during construction;
 - (iv) evidence that all occupational health and safety requirements have been complied with;
 - (v) evidence that all requirements of local councils and other statutory authorities have been complied with;
 - (vi) copies of all Final Design Documents and as-built drawings;
 - (vii) evidence of the lawful disposal of contaminated materials or contaminated soil found on site (if applicable); and
 - (viii) an inspection statement issued by a registered pest control contractor that the Stage 1A New Car Park is free from vermin (insects, birds and animals); and
- (l) all temporary site accommodation, construction machinery, equipment and materials have been removed from the Stage 1A Construction Area;
 - (m) the Stage 1A New Car Park is free of construction debris and rubbish;
 - (n) Project Co having undertaken the following tasks:
 - (i) ease and adjust all moving parts, doors, window, etc., examine and clear all drains and gutters, ensure all bolts and screws are tight and test all services are working;
 - (ii) clean all windows, both inside and out on all faces;
 - (iii) remove all render and other spots on metal sashes, box sections and other surfaces;
 - (iv) dust all walls, ledges and projections;
 - (v) wash and clean fittings, mirrors, walls, sanitary fixtures, floor wastes etc;
 - (vi) wash if necessary to clean all painted surfaces;
 - (vii) clean all floors;

- (viii) remove all paint spots from floors and walls;
- (ix) clean out all ducts, cupboards, laminated finishes etc;
- (x) clean external surfaces and areas as necessary;
- (xi) wash and dry all concrete floors and concrete slab areas;
- (xii) clean insides of switchgear and control gear assemblies;
- (xiii) remove all samples not incorporated into the Works; and
- (o) Project Co having delivered to the State and the Independent Certifier commissioning data (certified by the installer and design consultants) for all HVAC systems including final measured air quantities, design air quantities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates; and
- (p) Project Co having otherwise done all other things required by this Agreement to achieve Stage 1A Completion.

1.5 Stage 1A Completion Tests

Project Co must undertake and successfully pass Completion Tests that demonstrate:

- (a) that the Stage 1A New Car Park is secure, weatherproof and watertight;
- (b) the calibration, setting and adjusting of all control instruments, control systems and safety controls;
- (c) the operation of all mechanical plant for a seven day week under automatic control;
- (d) that the building management system is operational;
- (e) all aspects of the electrical system including that all circuit protective devices are in place and sized and adjusted to protect installed circuits;
- (f) that emergency and safety systems operate correctly after failure of the normal (mains) power supply;
- (g) the operability of all locks;
- (h) the operability of way finding signage;
- (i) the operability of all boom gates and ticket machines;
- (j) the operability of all fixtures, fittings and items of equipment in accordance with the manufacturer's requirements;
- (k) simulation of a mains power failure and demonstration of emergency lighting and lift escape methodology;
- (l) demonstration of the ventilation system;
- (m) simulation of a fire alarm and operation of the fire alarm and sprinkler systems;
- (n) hydraulic systems under normal working conditions, flushing of pipelines and testing of hot or warm water services.

1.6 Stage 1B Completion Criteria

The following criteria are the “Stage 1B Completion Criteria” for the purposes of this Agreement:

- (a) Project Co having delivered the Minimum Number of Parking Bays in connection with the Stage 1B New Car Park as set out in Schedule 19 (Parking Bay Requirements);
- (b) Project Co having met the Design Requirements;
- (c) Project Co having done all that is required to ensure that in using the Stage 1B New Car Park, Visitors and Staff are safe from the construction activities that are continuing in the Construction Areas;
- (d) Project Co having submitted a draft of the Operating Manual in connection with the Stage 1B New Car Park to the State and Independent Certifier in accordance with Clause 6.1 (Completion) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);
- (e) the Completion Plan in connection with Stage 1B Completion has been reviewed by the State and the Independent Certifier in accordance with Schedule 3 (Review Procedures);
- (f) the accuracy and functionality of all aspects of the parking equipment has been demonstrated;
- (g) Project Co having complied with its obligations in connection with Stage 1B Completion in accordance with Clause 13 (Completion) of this Agreement;
- (h) Project Co having successfully passed the Completion Tests required to be performed in connection with Stage 1B Completion in accordance with Section 1.5;
- (i) all Authorisations required for the occupation of the Stage 1B New Car Park:
 - (i) have been obtained without conditions; or
 - (ii) have been obtained on conditions, which in the opinion of the State (acting reasonably), do not materially impact upon the Stage 1B New Car Park being Fit For Purpose;
- (j) all Authorisations required in connection with the Additional Infrastructure have been obtained with or without conditions;
- (k) Project Co having submitted a draft of the Operating Manual in connection with the Stage 1B New Car Park to the State and Independent Certifier in accordance with Clause 6.1 (Project management documents) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);
- (l) if a Completion Certificate has been issued attaching a list of Outstanding Items in accordance with Clause 13.5 (Completion) of this Agreement, Project Co has submitted to the State and Independent Certifier for review in accordance with Schedule 3 (Review Procedures) a program for the completion of those Outstanding Items and that program has been approved by the State and the Independent Certifier;
- (m) Project Co having procured all Insurances required in accordance with Clause 24 (Insurance) of this Agreement and complied with its obligations in accordance with Clause 24 (Insurance); and

- (n) Project Co having provided the State with copies of all warranties with the State named as joint beneficiary of the warranty with Project Co;
- (o) Project Co having obtained and provided to the State the following to the extent applicable to the Stage 1B New Car Park:
 - (i) certificates of compliance in connection with:
 - A. civil works (including below ground stormwater and sewer);
 - B. road works (as required by the relevant authorities);
 - C. structural works;
 - D. mechanical services (including commissioning data for all HVAC systems including final measured air qualities, design air qualities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates);
 - E. electrical services;
 - F. emergency and exit lighting systems; and
 - G. fire protection services (sprinkler, smoke detection and emergency warning systems);
 - H. hydraulic services;
 - I. vertical transportation services;
 - J. acoustic requirements (noise emission requirements); and
 - K. security services;
 - (ii) inspection and test certificates for all fire fighting fitments and installations, including hose reels, fire blankets and fire extinguishers;
 - (iii) evidence of licensed building surveyor or engineer inspections of the Stage 1B Works during construction;
 - (iv) an unconditional completion certificate issued by a licensed building surveyor;
 - (v) evidence that all occupational health and safety requirements have been complied with;
 - (vi) evidence that all requirements of local councils and other statutory authorities have been complied with;
 - (vii) copies of all warranty documentation;
 - (viii) copies of all Final Design Documents and as-built drawings;
 - (ix) evidence of the lawful disposal of contaminated materials or contaminated soil found on site (if applicable); and
 - (x) an inspection statement issued by a registered pest control contractor that the Stage 1B New Car Park is free from vermin (insects, birds and animals);

- (p) all temporary site accommodation, construction machinery, equipment and materials have been removed from the Stage 1B Construction Area;
- (q) Project Co having made good all damage caused by Project Co to the Construction Areas or Additional Works Construction Area;
- (r) the Stage 1B New Car Park is free of construction debris and rubbish;
- (s) Project Co having undertaken the following tasks:
 - (i) ease and adjust all moving parts, doors, window, etc., examine and clear all drains and gutters, ensure all bolts and screws are tight and test all services are working;
 - (ii) clean all windows, both inside and out on all faces;
 - (iii) remove all render and other spots on metal sashes, box sections and other surfaces;
 - (iv) dust all walls, ledges and projections;
 - (v) wash and clean fittings, mirrors, walls, sanitary fixtures, floor wastes etc;
 - (vi) wash if necessary to clean all painted surfaces;
 - (vii) clean all floors;
 - (viii) remove all paint spots from floors and walls;
 - (ix) clean out all ducts, cupboards, laminated finishes etc;
 - (x) clean external surfaces and areas as necessary;
 - (xi) wash and dry all concrete floors and concrete slab areas;
 - (xii) clean insides of switchgear and control gear assemblies; and
 - (xiii) remove all samples not incorporated into the Works.
- (t) Project Co having delivered to the State and the Independent Certifier commissioning data (certified by the installer and design consultants) for all HVAC systems including final measured air quantities, design air quantities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates; and
- (u) Project Co having otherwise done all other things required by this Agreement to achieve Stage 1B Completion.

1.7 Stage 1B Completion Tests

Project Co must undertake and successfully pass Completion Tests that demonstrate:

- (a) that the Stage 1B New Car Park is secure, weatherproof and watertight;
- (b) the calibration, setting and adjusting of all control instruments, control systems and safety controls;
- (c) the operation of all mechanical plant for a seven day week under automatic control;
- (d) that the building management system is operational;

- (e) all aspects of the electrical system including that all circuit protective devices are in place and sized and adjusted to protect installed circuits;
- (f) that emergency and safety systems operate correctly after failure of the normal (mains) power supply;
- (g) the simulation of the security alarm and the operation of the security systems including quality and resolution of the digital CCTV footage;
- (h) the operability of all locks;
- (i) the operability of way finding signage;
- (j) the operability of all boom gates and ticket machines;
- (k) the operability of all fixtures, fittings and items of equipment in accordance with the manufacturer's requirements;
- (l) safe operation of vertical transportation under automatic control;
- (m) compliance with the *Environmental Protection (Noise) Regulations 1997 (WA)* for noise emissions from the building;
- (n) simulation of a mains power failure and demonstration of emergency lighting and lift escape methodology;
- (o) demonstration of the ventilation system;
- (p) simulation of a fire alarm and operation of the fire alarm and sprinkler systems;
- (q) the operation of the lift services including call buttons, levelling, communications and ride quality; and
- (r) hydraulic systems under normal working conditions, flushing of pipelines and testing of hot or warm water services.

2. Stage 2A Completion Criteria

2.1 Stage 2A Completion Criteria

The following criteria are the "Stage 2A Completion Criteria" for the purposes of this Agreement:

- (a) Project Co having delivered the Minimum Number of Parking Bays in connection with the Stage 2A New Car Park as set out in Schedule 19 (Parking Bay Requirements);
- (b) Project Co having met the Design Requirements;
- (c) Project Co having done all that is required to ensure that in using the Stage 2A New Car Park, Visitors and Staff are safe from the construction activities that are continuing in the Construction Areas;
- (d) the Completion Plan in connection with Stage 2A Completion has been reviewed by the State and the Independent Certifier in accordance with Schedule 3 (Review Procedures);
- (e) the accuracy and functionality of all aspects of the parking equipment has been demonstrated;

- (f) Project Co having complied with its obligations in connection with Stage 2A Completion in accordance with Clause 13 (Completion) of this Agreement;
- (g) Project Co having successfully passed the Completion Tests required to be performed in connection with Stage 2A Completion in accordance with Section 2.2;
- (h) all Authorisations required for the occupation of the Stage 2A New Car Park:
 - (i) have been obtained without conditions; or
 - (ii) have been obtained on conditions, which in the opinion of the State (acting reasonably), do not materially impact upon the Stage 2A New Car Park being Fit For Purpose;
- (i) all Authorisations required in connection with the Additional Infrastructure have been obtained with or without conditions;
- (j) Project Co having submitted a draft of the Operating Manual in connection with the Stage 2A New Car Park to the State and Independent Certifier in accordance with Clause 6.1 (Project management documents) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);
- (k) Project Co having procured all Insurances required in accordance with Clause 24 (Insurance) of this Agreement and complied with its obligations in accordance with Clause 24 (Insurance); and
- (l) Project Co having provided the State with copies of all warranties with the State named as joint beneficiary of the warranty with Project Co;
- (m) Project Co having obtained and provided to the State the following to the extent applicable to the Stage 2A New Car Park:
 - (i) certificates of compliance in connection with:
 - A. civil works (including below ground stormwater and sewer);
 - B. road works (as required by the relevant authorities);
 - C. structural works;
 - D. electrical services;
 - E. emergency and exit lighting systems; and
 - F. fire protection services (sprinkler, smoke detection and emergency warning systems);
 - G. hydraulic services; and
 - H. security services.
 - (ii) inspection and test certificates for all fire fighting fitments and installations, including hose reels, fire blankets and fire extinguishers (if applicable);
 - (iii) evidence of licensed building surveyor or engineer inspections of the Stage 2A Works during construction;

- (iv) evidence that all requirements of local councils and other statutory authorities have been complied with;
- (v) copies of all Final Design Documents and as-built drawings;
- (vi) evidence of the lawful disposal of contaminated materials or contaminated soil found on site; and
- (vii) an inspection statement issued by a registered pest control contractor that the Stage 2A New Car Park is free from vermin (insects, birds and animals);
- (n) all temporary site accommodation, construction machinery, equipment and materials have been removed from the Stage 2 Construction Area;
- (o) Project Co having made good all damage caused by Project Co to the Construction Areas or Additional Works Construction Area;
- (p) the Stage 2A New Car Park is free of construction debris and rubbish;
- (q) Project Co having undertaken the following tasks:
 - (i) ease and adjust all moving parts, doors, window, etc., examine and clear all drains and gutters, ensure all bolts and screws are tight and test all services are working;
 - (ii) clean all windows, both inside and out on all faces;
 - (iii) remove all render and other spots on metal sashes, box sections and other surfaces;
 - (iv) dust all walls, ledges and projections;
 - (v) wash and clean fittings, mirrors, walls, sanitary fixtures, floor wastes etc;
 - (vi) wash if necessary to clean all painted surfaces;
 - (vii) clean all floors;
 - (viii) remove all paint spots from floors and walls;
 - (ix) clean out all ducts, cupboards, laminated finishes etc;
 - (x) clean external surfaces and areas as necessary;
 - (xi) wash and dry all concrete floors and concrete slab areas;
 - (xii) clean insides of switchgear and control gear assemblies;
 - (xiii) remove all samples not incorporated into the Works; and
- (r) Project Co having delivered to the State and the Independent Certifier commissioning data (certified by the installer and design consultants) for all HVAC systems including final measured air quantities, design air quantities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates; and
- (s) Project Co having otherwise done all other things required by this Agreement to achieve Stage 2A Completion.

2.2 Stage 2A Completion Tests

Project Co must undertake and successfully pass Completion Tests that demonstrate:

- (a) that the Stage 2A New Car Park is secure, weatherproof and watertight;
- (b) the calibration, setting and adjusting of all control instruments, control systems and safety controls;
- (c) the accuracy and functionality of all aspects of the parking equipment;
- (d) all aspects of the electrical system including that all circuit protective devices are in place and sized and adjusted to protect installed circuits;
- (e) that emergency and safety systems operate correctly after failure of the normal (mains) power supply;
- (f) the operability of all locks;
- (g) the operability of way finding signage;
- (h) the operability of all boom gates and ticket machines;
- (i) the operability of all fixtures, fittings and items of equipment in accordance with the manufacturer's requirements;
- (j) simulation of a mains power failure and demonstration of emergency lighting and lift escape methodology;
- (k) the ventilation system;
- (l) simulation of a fire alarm and operation of the fire alarm and sprinkler systems;
- (m) hydraulic systems under normal working conditions, flushing of pipelines and testing of hot or warm water services.

3. Stage 2B Completion Criteria

3.1 Criteria

The following criteria are the “**Stage 2B Completion Criteria**” for the purposes of this Agreement:

- (a) Project Co having delivered the Minimum Number of Parking Bays in connection with the Stage 2B New Car Park as set out in Schedule 19 (Parking Bay Requirements) and the Independent Certifier having issued each Certificate of Completion (other than for this Stage 2B) ;
- (b) Project Co having met the Design Requirements;
- (c) Project Co having completed the shells for the Designated Commercial Areas;
- (d) Project Co having done all that is required to ensure that in using the Stage 2B New Car Park, Visitors and Staff are safe from the construction activities that are continuing in the Construction Areas;
- (e) Project Co having submitted drafts of the Operating Manual and the Completion Plan in connection with the New Car Park for review by the State and the Independent Certifier in accordance with Clause 6.1 (Project management

documents) of this Agreement and those documents have been approved or deemed to be approved by the State in accordance with Schedule 3 (Review Procedures);

- (f) the Completion Plan and Operating Manual in connection with Stage 2B Completion have been reviewed by the State and the Independent Certifier in accordance with Schedule 3 (Review Procedures);
- (g) the accuracy and functionality of all aspects of the parking equipment have been demonstrated;
- (h) Project Co having complied with its obligations in connection with Stage 2B Completion in accordance with Clause 13 (Completion) of this Agreement;
- (i) Project Co having successfully passed the Completion Tests required to be performed in connection with Stage 2B Completion in accordance with Section 3.2;
- (j) all Authorisations required for the occupation of the Stage 2B New Car Park:
 - (i) have been obtained without conditions; or
 - (ii) have been obtained on conditions, which in the opinion of the State (acting reasonably), do not materially impact upon the Stage 2B New Car Park being Fit For Purpose;
- (k) all Authorisations required in connection with the Additional Infrastructure have been obtained with or without conditions;
- (l) Project Co having submitted a draft of the Operating Manual in connection with the Stage 2B New Car Park to the State and Independent Certifier in accordance with Clause 6.1 (Project management documents) of this Agreement and those documents have been approved by the State in accordance with Schedule 3 (Review Procedures);
- (m) if a Completion Certificate has been issued attaching a list of Outstanding Items in accordance with Clause 13.5 (Completion) of this Agreement, Project Co has submitted to the State and Independent Certifier for review in accordance with Schedule 3 (Review Procedures) a program for the completion of those Outstanding Items and that program has been approved by the State and the Independent Certifier;
- (n) Project Co having procured all Insurances required in accordance with Clause 24 (Insurance) of this Agreement and complied with its obligations in accordance with Clause 24 (Insurance); and
- (o) Project Co having provided the State with copies of all warranties with the State named as joint beneficiary of the warranty with Project Co;
- (p) Project Co having obtained and provided to the State the following to the extent applicable to the Stage 2B New Car Park:
 - (i) certificates of compliance in connection with:
 - A. civil works (including below ground stormwater and sewer);
 - B. road works (as required by the relevant authorities);
 - C. structural works;

- D. mechanical services (including commissioning data for all HVAC systems including final measured air qualities, design air qualities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates);
 - E. electrical services;
 - F. emergency and exit lighting systems; and
 - G. fire protection services (sprinkler, smoke detection and emergency warning systems);
 - H. hydraulic services;
 - I. vertical transportation services;
 - J. acoustic requirements (noise emission requirements); and
 - K. security services.
- (ii) inspection and test certificates for all fire fighting fitments and installations, including hose reels, fire blankets and fire extinguishers (if applicable);
 - (iii) evidence of mandatory building surveyor or engineer inspections of the Stage 2B Works during construction;
 - (iv) an unconditional completion certificate issued by a building surveyor;
 - (v) evidence that all requirements of local councils and other statutory authorities have been complied with;
 - (vi) copies of all warranty documentation;
 - (vii) copies of all Final Design Documents and as-built drawings;
 - (viii) evidence of the lawful disposal of contaminated materials or contaminated soil found on site (if applicable); and
 - (ix) an inspection statement issued by a registered pest control contractor that the Stage 2B New Car Park is free from vermin (insects, birds and animals);
- (q) all temporary site accommodation, construction machinery, equipment and materials have been removed from the Stage 2B Construction Area;
 - (r) Project Co having made good all damage caused by Project Co to the Construction Areas or Additional Works Construction Area; and
 - (s) the Stage 2B New Car Park is free of construction debris and rubbish;
 - (t) Project Co having undertaken the following tasks:
 - (i) ease and adjust all moving parts, doors, window, etc., examine and clear all drains and gutters, ensure all bolts and screws are tight and test all services are working;
 - (ii) clean all windows, both inside and out on all faces;

- (iii) remove all render and other spots on metal sashes, box sections and other surfaces;
- (iv) dust all walls, ledges and projections;
- (v) wash and clean fittings, mirrors, walls, sanitary fixtures, floor wastes etc;
- (vi) wash if necessary to clean all painted surfaces;
- (vii) clean all floors;
- (viii) remove all paint spots from floors and walls;
- (ix) clean out all ducts, cupboards, laminated finishes etc;
- (x) clean external surfaces and areas as necessary;
- (xi) wash and dry all concrete floors and concrete slab areas;
- (xii) clean insides of switchgear and control gear assemblies;
- (xiii) remove all samples not incorporated into the Works; and
- (u) Project Co having provided to the State a certificate from the FM Subcontractor and the Operator that they will be able to perform the Services in connection with the New Car Park and operate the New Car Park in accordance with the FM Subcontract and the Operator Subcontract;
- (v) all external Works and landscaping have been completed;
- (w) all works required to meet the dilapidation survey have been undertaken;
- (x) the final site survey has been undertaken;
- (y) Project Co having delivered to the State and the Independent Certifier commissioning data (certified by the installer and design consultants) for all HVAC systems including final measured air quantities, design air quantities and AS1668.2 minimum requirements for all supply air rates, exhaust air rates and fresh air rates; and
- (z) Project Co has otherwise done all other things required by this Agreement to achieve Stage 2B Completion.

3.2 Stage 2B Completion Tests

Project Co must undertake and successfully pass Completion Tests that demonstrate:

- (a) that the Stage 2B New Car Park is secure, weatherproof and watertight;
- (b) the calibration, setting and adjusting of all control instruments, control systems and safety controls;
- (c) the operation of all mechanical plant for a seven day week under automatic control;
- (d) that the building management system is operational;
- (e) the accuracy and functionality of all aspects of the parking equipment;
- (f) all aspects of the electrical system including that all circuit protective devices are in place and sized and adjusted to protect installed circuits;

- (g) that emergency and safety systems operate correctly after failure of the normal (mains) power supply;
- (h) the simulation of the security alarm and the operation of the security systems including quality and resolution of the digital CCTV footage;
- (i) the operability of all locks;
- (j) the operability of way finding signage;
- (k) the operability of all boom gates and ticket machines;
- (l) the operability of all fixtures, fittings and items of equipment in accordance with the manufacturer's requirements;
- (m) safe operation of vertical transportation under automatic control; and
- (n) compliance with the *Environmental Protection (Noise) Regulations 1997* (WA) for noise emissions from the building;
- (o) simulation of a mains power failure and demonstration of emergency lighting and lift escape methodology;
- (p) the ventilation system;
- (q) simulation of a fire alarm and operation of the fire alarm and sprinkler systems;
- (r) the operation of the lift services including call buttons, levelling, communications and ride quality; and
- (s) hydraulic systems under normal working conditions, flushing of pipelines and testing of hot or warm water services.

4. General condition to Completion

Project Co must provide to the State and the Independent Certifier prior to and as a condition precedent to Completion an independent certification by applicable consultants and contractors that the design and construction of all elements of the Works have been carried out with all due care and diligence, in accordance with Good Industry Practice, is Fit for Purpose and in compliance with requirements of all Authorities, applicable Laws, consents and standards. The certification shall include but not be limited to the following Works, or as otherwise as nominated by the State:

- (a) fire stopping;
- (b) groundworks;
- (c) roadworks;
- (d) concrete;
- (e) piling;
- (f) light timber framing and / or light steel framing;
- (g) timber roof truss framing and / or steel roof truss framing;
- (h) roofing;
- (i) road safety system;

- (j) overhead doors;
- (k) windows;
- (l) glazing;
- (m) suspended ceilings;
- (n) metalwork;
- (o) fences;
- (p) mechanical services;
- (q) hydraulic and gas services;
- (r) electrical services;
- (s) fire services;
- (t) lift services;
- (u) information and telecommunications installations; and
- (v) mechanical and electrical equipment.

5. Testing after Stage 2B Completion

Within 28 days of Stage 2B Completion, Project Co must submit to the State and the Independent Certifier continuous trend log (at <1 minute intervals) over a period of at least 21 days of the CO and NO₂ levels within the New Car Park at peak operation to demonstrate the adequacy of the New Car Park ventilation systems.

6. Requirements after Completion

Project Co must:

- (a) within 30 days after the Stage 1B Completion Date, provide the State with:
 - (i) copies of all warranties with the State named as joint beneficiary of the warranty with Project Co;
 - (ii) copies of all Final Design Documents and as-built drawings; and
 - (iii) evidence of the lawful disposal of contaminated materials or contaminated soil found on site (if applicable),
 in each case, in connection with Stage 1B Completion; and
- (b) within 30 days after the Stage 2B Completion Date, provide the State with:
 - (i) copies of all warranties with the State named as joint beneficiary of the warranty with Project Co;
 - (ii) copies of all Final Design Documents and as-built drawings; and
 - (iii) evidence of the lawful disposal of contaminated materials or contaminated soil found on site (if applicable),

in each case, in connection with Stage 2B Completion.

Schedule 8 – Additional Works

The table below identifies the “**Additional Works**” for the purposes of this Agreement.

Nature	Required Completion Date	Additional Infrastructure owner
Augmentation works required to be carried out to Winthrop Avenue including works to the footpath along the eastern side of Hospital Avenue and one Puffin crossings as described in Section 17 of Schedule 17 (Design Requirements)	Required to be completed as a condition to Stage 1A Completion	City of Subiaco – Roads Signals – Main Roads Western Australia
The works in connection with water, stormwater, fire services and electricity services as described in Schedule 17 (Design Requirements)	Required to be completed as a condition to Stage 1A Completion	State
The works in connection with sewerage services as described in Schedule 17 (Design Requirements).	Required to be completed as a condition to Stage 2A Completion	State
Any works required to be undertaken to footpaths, public transport infrastructure etc as a consequence of Project Co's design solution for the New Car Park.	As required to conform with life safety requirements as applicable to Stage hand-off but in any event as a condition to Stage 2B Completion	State
Any works required to reconfigure the At-Grade Parking Bays, including: <ul style="list-style-type: none"> minor demolition to remove existing kerbing relocation of the existing free standing street lights laying of bitumen to strips exposed by the removal of the kerbs and /or new installation of landscaping new kerbing and 	Required to be completed as a condition to Stage 1A Completion if the Expected Date for At-Grade Reconfiguration Completion has not been achieved	State

Nature	Required Completion Date	Additional Infrastructure owner
<p>bitumen required at the modified entrances</p> <ul style="list-style-type: none"> • removal of existing line marking • painting of new lines and directional arrows • relocation of existing and/or additional traffic signing • installation and commissioning of Parking Equipment (as defined in Schedule 18 (Services Specification)) barrier gates and/or ticket machines operated wirelessly, <p>(together the At-Grade Reconfiguration Works).</p> 		

Schedule 9 - Insurance

Part A - D&C Phase insurance requirements

Project Co will be required to effect or cause to be effected such appropriate insurances during the D&C Phase as a prudent owner and contractor would consider normal and usual for this type of project. At minimum, Project Co will be required to ensure the following insurance coverage in relation to the D&C Phase.

Summary of covers required:

- (a) Contract Works Insurance (Material Damage);
- (b) Contract Works Insurance (Public Liability);
- (c) Contract Works Insurance (Advanced Loss of Profits) (if required);
- (d) Professional Indemnity Insurance;
- (e) Workers' Compensation Insurance; and
- (f) Motor Vehicle Insurance.

Contract Works Insurance (Material Damage)

Insurance element	Minimum Requirement
Insured	Project Co The State The Trust The Builder All Subcontractors, to either Project Co or the Builder for their respective rights and interests. The Security Trustee
Sum insured	The full cost of reinstatement of the Facility based on the capital cost as nominated by the Proponent in its Proposal.
Scope of cover	For the Works, including construction of the New Car Park. The insurance policy is to cover the following: materials on the Land, <ul style="list-style-type: none">• professional fees;• removal of debris;• expediting expenses;• contract price escalation;• inland transit, off-site storage;• Additional Works;• Equipment commissioning and testing; and• Temporary Works, scaffolding and formwork.

Insurance element	Minimum Requirement
Situation of risk	Anywhere in the Commonwealth of Australia, including whilst in transit (other than ocean marine transit) between any places therein.
Retroactive date	N/A
Deductibles	\$50,000 per occurrence
Additional requirements	N/A
Period of insurance	From commencement of the Works to the separate achievement of each Completion plus the Defects Liability Period (as defined in the D&C Subcontract).

Contract Works Insurance (Public Liability)

Insurance element	Minimum Requirement
Insured	Project Co The Builder The State The Trust All Subcontractors to either Project Co or the Builder for their respective rights and interests.
Sum insured	\$100 million for any one occurrence or series of occurrences arising out of the same source or original cause, and unlimited in the aggregate during the period of insurance.
Scope of cover	Legal liability to third parties (including counterparties) for personal injury and/or property damage caused by an occurrence during the period of insurance, where such occurrence arises: (a) out of the Works; or (b) during the maintenance/defects liability period, and is caused by the Builder or Sub-Contractors whilst remedying any defects in work in accordance with their contractual obligations.
Situation of risk	Anywhere in the Commonwealth of Australia.
Retroactive date	N/A
Deductibles	\$100,000 for any one occurrence of the Builder. \$1,000,000 for any one occurrence for the subcontractors of the Builder
Additional requirements	(a) Cross liability clause, severability and non-imputation – applying for the benefit of only the Builder and Project Co to ensure that each insured party is a separate legal entity for the purpose of this Section. (b) Expenses incurred by an Insured for first aid to others for bodily injury at the time of an occurrence. (c) Pollution liability but only if caused by a sudden, accidental, unexpected and unintended occurrence. (d) In the case of this insurance being effected on an annual, renewable basis and maintained from commencement of the

Insurance element	Minimum Requirement
	Works to the separate achievement of each Completion, plus the Defects Liability Period (as defined in the D&C Subcontract), a run off provision as follows: 'in the event of cancellation or non-renewal of the policy or expiry of the policy at the anniversary date, cover will continue in respect of the Project until the expiry of the Defects Liability Period (as defined in the D&C Subcontract).
Period of insurance	From commencement of the Works to the separate achievement of each Completion, plus the Defects Liability Period (as defined in the D&C Subcontract) with Single Project Specific Insurance or maintained for that same period with annual renewable insurance.

Contract Works Insurance (Advanced Loss of Profits) (if required)

Insurance element	Minimum Requirement
Insured	Project Co
Level of cover	[not disclosed]
Scope of cover	Coverage against loss of anticipated revenue arising out of all insurable risks of loss or damage to the Facility under construction.
Situation of risk	Anywhere in the Commonwealth of Australia.
Retroactive date	N/A
Deductibles	[not disclosed]
Additional requirements	N/A
Period of Insurance	From commencement of the Works to the separate achievement of each Completion
Indemnity Period	Maximum 24 month period (following the time excess)

Professional Indemnity Insurance

Insurance element	Minimum Requirement
Insured	The Builder
Sum insured	Minimum coverage of \$50 million for any one claim and in the annual aggregate and as required in the Additional Requirements.
Scope of cover	Covering the legal liability of the Builder arising out of any act, negligence, error or omission made or done by or on behalf of the Builder and the Builder's employees in connection with the Works, with a provision of one automatic reinstatement of \$20,000,000 in any one period of insurance. Professional indemnity insurance required under this Section

Insurance element	Minimum Requirement
	<p>must be extended to include:</p> <ul style="list-style-type: none"> (a) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trade mark or circuit layout rights; (b) loss of or damage to documents and data; and (c) breach of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Fair Trading Act 1987.
Situation of risk	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than Financial Close
Deductibles	\$200,000
Additional requirements	<p>Project Co will also ensure that the Builder's subcontractors and consultants will have PI insurance as follows:</p> <p>up to \$5 million for major subcontractors;</p> <p>\$10 million for major consultants being:</p> <ul style="list-style-type: none"> • the architects; • the structural engineers; and • the services engineers; <p>Contractual Clauses between Project Co, the Builder, consultants and Subcontractors must not contain provisions which preclude recovery for breach of professional duty up to the limit of the insurance.</p>
Period of insurance	Financial Close to 6 years post Stage 2B Completion.

Workers' Compensation Insurance

Insurance element	Minimum Requirement
Insured	<p>Project Co, the Builder and all Subcontractors;</p> <p>The State and State Associates;</p> <p>The Trust</p> <p>each in respect of its statutory obligations.</p> <p>Each party who has employees in WA is required to procure its own policy in this regard.</p>
Level of cover	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of their workers. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i>.</p>
Risks covered	As required by Law
Retroactive date	N/A

Insurance element	Minimum Requirement
Deductibles	As required by Law
Additional requirements	N/A

Motor Vehicle Insurance

Insurance element	Minimum Requirement
Insured	Project Co, the Builder and all Subcontractors, the State, the State Associates and the Trust. Each party is required to procure its own policy in this regard.
Level of cover	Minimum coverage for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
Risks covered	Covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Works as well as Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Works.
Retroactive date	N/A
Deductibles	On market terms
Additional requirements	All motor vehicles must be registered currently for compulsory third party insurance as required by Law, if for use on public roads.
Period of cover	Over the duration of the D&C Phase

Part B - Insurance during the Operating Phase

Project Co will be required to have such appropriate insurances during the Operating Phase with respect to the New Car Park as a prudent owner and contractor would consider normal and usual for this type of New Car Park. As a minimum, Project Co will be required to have the following insurance coverage in relation to the Operating Phase of the Project.

All amounts specified below will be subject to annual indexation in accordance with this Agreement.

Summary of Operating Phase insurances required:

- (a) Consequential Loss Insurance/Industrial Special Risks;
- (b) Public Liability;
- (c) Workers Compensation; and
- (d) Motor Vehicle Insurance.

Consequential Loss Insurance/Industrial Special Risks

Insurance element	Minimum Requirement
Insured	Project Co The Security Trustee

Insurance element	Minimum Requirement
	FM Subcontractor (for Section 1 only)
Sum insured:	Reflecting a combined limit of no less than the aggregation of the following: In relation to the New Car Park its full replacement value; or In relation to consequential loss (business interruption), an amount equivalent to 24 months of estimated Car Park Charges revenue.
Scope of Cover	Section 1 Material Loss or Damage Coverage for physical loss, destruction of or damage to the New Car Park for its reinstatement and/or replacement value by whomever caused. Section 2 Consequential Loss Coverage for consequential loss (business interruption) in respect of loss of anticipated revenue and additional expense, arising out of the insured risks of loss or damage to the New Car Park.
Situation of risk	Anywhere in the Commonwealth of Australia (and whilst in transit).
Retroactive date	N/A
Deductibles	Section 1 – Material Damage: \$200,000 each and every loss Section 2 – Consequential Loss: 48 hours
Additional requirements	N/A
Period of cover	Stage 1A Completion to the expiry of the Operating Phase

Public Liability Insurance

Insurance element	Minimum Requirement
Insured	Project Co; Operator and the FM Subcontractor.
Sum insured	\$150 million for any one occurrence
Scope of cover:	Public liability insurance covering the legal liability of Project Co, the Operator and the FM Subcontractor and their employees arising out of the Services
Situation of risk	Anywhere in the Commonwealth of Australia (and whilst in transit).
Retroactive date	N/A
Deductibles	\$100,000 for each and every occurrence
Additional requirements	N/A
Period of cover	Over the duration of the Operating Phase.

Workers' Compensation Insurance

Insurance element	Minimum Requirement
Insured	Project Co, the Operator and the FM Subcontractor The State and State Associates; The Trust; each in respect of its statutory obligations. Each party who has employees in WA is required to procure its own policy in this regard.
Level of cover	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of their workers. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .
Risks covered	As required by Law
Retroactive date	N/A
Deductibles	As required by Law
Additional requirements	N/A
Period of cover	Over the duration of the Operating Phase.

Motor Vehicle Insurance

Insurance element	Minimum Requirement
Insured	Project Co, the Operator and the FM Subcontractors, the State and State Associates and the Trust. Each party is required to procure its own policy in this regard.
Level of cover	Minimum coverage for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate.
Risks covered	Covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Works as well as Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Works.
Retroactive date	N/A
Deductibles	On market terms
Additional requirements	All motor vehicles must be registered currently for compulsory third party insurance as required by Law, if for use on public roads.
Period of cover	Over the duration of the Operating Phase.

Schedule 10 –Agreed Parking Charges

1. Definitions

The following capitalised terms in this Schedule have the meanings given to them below.

Staff CPI Adjustment Date means 1 July 2015 and each subsequent anniversary of that date until the expiration or sooner determination of the Term.

Visitor CPI Adjustment Date means 1 July 2012 and each subsequent anniversary of that date until the expiration or sooner determination of the Term.

Off Peak means any period on any day other than Peak Hours.

Peak Hours means the period between the hours of 7am and 6.30pm on each Business Day.

2. Day conventions

This Schedule sets out the Agreed Parking Charges to apply to Users to a period of stay. The following rules apply in determining the period of any stay:

- (a) if a Staff member makes more than one entry to the Staff parking areas of the New Car Park and/or At-Grade Car Parks in any 24 hour period then the period of stay will be the aggregate of all such stays, up to the end of that 24 hour period;
- (b) if all or any part of a Staff period of stay is within Peak Hours then the Agreed Parking Charges set out in Section 3.1 of this Schedule will apply to the whole of that period of stay;
- (c) if any person (Staff or Visitor) enters and remains in the New Car Park and/or At-Grade Car Parks for longer than 24 hours then a new period of stay will commence at the end of a full 24 hour period; and
- (d) if a member of Staff or a Visitor has a period of stay that is longer than six hours then the daily Agreed Parking Charge applies to the entire period of stay.

3. Staff Parking Charges

3.1 Peak Hours

- (a) Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, the Agreed Parking Charges for Staff (GST included) (**Staff Parking Charges**) for Peak Hours to 30 June 2015 are set out below:

Start Date	1 Jan 11	1 July 11	1 Jan 12	1 July 12	1 Jan 13	1 July 13	1 Jan 14	1 July 14
0 to 15mins	FREE							
15 mins to 1 hr	\$0.39	\$0.49	\$0.59	\$0.69	\$0.79	\$0.89	\$0.99	\$1.07
1 hr to 2 hrs	\$0.77	\$0.97	\$1.17	\$1.37	\$1.57	\$1.77	\$1.97	\$2.14
2 hrs to 3 hrs	\$1.16	\$1.46	\$1.76	\$2.06	\$2.36	\$2.66	\$2.96	\$3.21
3 hrs to 4 hrs	\$1.54	\$1.94	\$2.34	\$2.74	\$3.14	\$3.54	\$3.94	\$4.29
4 hrs to 5 hrs	\$1.93	\$2.43	\$2.93	\$3.43	\$3.93	\$4.43	\$4.93	\$5.36
5 hrs to 6 hrs	\$2.31	\$2.91	\$3.51	\$4.11	\$4.71	\$5.31	\$5.91	\$6.43
Over 6 hrs	\$2.70	\$3.40	\$4.10	\$4.80	\$5.50	\$6.20	\$6.90	\$7.50
Daily Staff Parking Charge								
Daily Rate	\$2.70	\$3.40	\$4.10	\$4.80	\$5.50	\$6.20	\$6.90	\$7.50

*Motorcycle parking is free

- (b) Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, the Staff Parking Charges set out above will be indexed from the 1 July 2015 in accordance with Section 3.3 of this Schedule 10.

3.2 Staff - Off Peak Parking Charges

Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, the Staff Parking Charges (GST included) for Off Peak parking (**Staff – Off Peak Parking Charges**) is equal to an amount represented by W where:

$$W = \text{DSC} \times 75\%$$

In the above formula "**DSC**" means the relevant Staff Parking Charge as determined in accordance with Section 3.1 and as indexed in accordance with Section 3.3 for the relevant period.

3.3 Changes to Staff Parking Charges from 1 July 2015

Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, the daily Staff Parking Charge (identified in Section 3.1) will be adjusted on each Staff CPI Adjustment Date commencing 1 July 2015 to an amount being the greater of the daily Staff Parking Charge applicable immediately prior to the relevant Staff CPI Adjustment Date and the amount represented by A where:

$$A = \frac{B \times C}{D}$$

where:

B \$7.50;

C means the CPI last published prior to the relevant Staff CPI Adjustment Date; and

D means the CPI for the Quarter ending 31 March 2014.

The revised daily Staff Parking Charge so determined will be rounded to the nearest 10 cents and prorated for each hour (or part thereof) for lengths of stay less than 7 hours. Each hour will be priced at one seventh of the daily Staff Parking Charge. The pro-rated amounts will be

rounded to the nearest cent. In calculating the revised amounts, stays of 0-15mins are assumed to be free.

4. Visitor Parking Charges

4.1 Agreed Parking Charges

- (a) Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, maximum parking rates (GST included) for the Agreed Parking Charges for Visitors are set out below (**Visitor Parking Charges**):

Duration	Visitor Parking Charges
Maximum Hourly Rate	\$3.00
Visitor Parking Charge for single entry-exit	
0 to 15 mins	FREE
15 mins to 1 hr	\$3.00
1 hr to 2 hrs	\$6.00
2 hrs to 3 hrs	\$9.00
3 hrs to 4 hrs	\$12.00
4 hrs to 5 hrs	\$15.00
5 hrs to 6 hrs	\$18.00
Over 6 hrs	\$21.00

*Motorcycle parking is free

- (b) Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement, the Visitor Parking Charges will be indexed in accordance with Section 4.2(a). Except in accordance with this Agreement, Project Co is not entitled to increase or decrease Visitor Parking Charges.

4.2 Changes to Visitor Parking Charges

- (a) Unless the Agreed Parking Charges are varied in accordance with Clause 21.2(c) (Parking Charges) of this Agreement:

the Maximum Hourly Rate (as specified in the table above) will be adjusted on each Visitor CPI Adjustment Date to be the greater of the Maximum Hourly Rate applicable immediately before the Visitor CPI Adjustment Date and the amount represented by A where:

$$A = \frac{B \times C}{D}$$

where:

- B the Maximum Hourly Rate;
- C means the CPI last published prior to the relevant Visitor CPI Adjustment Date; and
- D means the CPI for the Quarter ending 31 March 2011.

Revised amounts so determined will be rounded to the nearest 10 cents and the hourly Visitor Parking Charges will be revised accordingly with the Visitor Charge for over 6 hours being 7 times the Maximum Hourly Rate.

In calculating the revised amounts, stays of 0-15mins are assumed to be free.

Schedule 11 – Access and Parking Requirements

The following table contains the Access and Parking Requirements that will apply during the Operating Phase. Any changes to the Access and Parking Requirements will be subject to Clause 14.2 (Access and Parking Requirements) of the Project Agreement. The parties agree that the State holds the benefit of this Schedule for itself and also for the benefit of the Secured Beneficiaries (as that term is defined in the State Deed of Charge). There will be no double counting under this Agreement with respect to amounts held for the benefit of the Secured Beneficiaries.

Table 1: General Requirements

Issue	Requirement
Hours of Operation	<p>Subject to the Mandated Visitor Bays and Shift Change-Over Parking requirements set out below, all Users shall be entitled to access and exit all car parks at all times (24 hours per day every day).</p> <p>The New Car Park office will be physically staffed on-site by Project Co at all times (24 hours per day every day).</p>
Mandated Visitor Bays	<p>(New Children's Hospital): The Parking Bays in the New Children's Hospital are to be only made available to Visitors.</p> <p>(Cancer Centre): The At-Grade Car Parking Bays in the Cancer Centre are not to be accessible by Staff between the hours of 8.00am to 5.00pm on Business Days.</p>
Shift Changeover Parking	<p>Project Co is to reserve 300 Parking Bays for Staff on each Business Day to accommodate the afternoon shift changeover. As a guide, approximately 50% of these bays are to be located in the New Car Park, with the balance located in the At-Grade Car Parks. The shift changeover bays can be accessed by Staff after 11.00am each Business Day.</p>
Disabled Bays	<p>Project Co cannot reduce or reallocate the location of disabled Parking Bays identified in Schedule 16 - Plans.</p>
Methods of Parking Charges payment for Staff	<p>Staff Parking Charge payments shall be facilitated, at a minimum, by:</p> <ul style="list-style-type: none"> • web (BPay or similar); • telephone credit card payments; • in person at the time of departure by way of cash, debit and credit card payments at the Automated Pay Stations at the New Car Park and on the At-Grade Car Park or face to face with a representative of Project Co at the New Car Park office; and • via agreement with the State, payroll deductions.

Issue	Requirement
Methods of Parking Charges payment for Visitors	<p>As a minimum, Visitor Parking Charge payments shall be facilitated by one of the following methods:</p> <ul style="list-style-type: none"> at the time of departure by way of cash, debit and credit card payments at an APS; at the boom gates by way of debit and credit card payments; in person face to face at the New Car Park office way of cash, debit and credit card payments; at time of parking if using “pay n display machines” or parking meters by way of cash payments; and presentation of a pre-paid parking voucher at point of departure.
Pre-paid parking voucher	<p>The State and all Reserve tenants will have the ability to purchase pre-paid parking vouchers from Project Co for distribution to its visitors.</p>
Minimum number of Visitor Bays	<p>Project Co is to ensure:</p> <ul style="list-style-type: none"> 900 Parking Bays are available for Visitors from Stage 1A Completion until the date that the New Children’s Hospital achieves completion; and 1,200 Parking Bays are available for Visitors from the date that the New Children’s Hospital achieves completion to the end of the Term.
Parking Charges	<p>All Parking Charges shall be calculated in accordance with Schedule 10.</p>
Staff account establishment	<p>Project Co is to issue access cards within 24 hours (on a Business Day) upon Project Co’s receipt of applications approved by the State.</p>
Lost ticket policy	<p>A lost ticket will incur a full day tariff charge. Lost tickets can be paid for at the New Car Park office, the pay stations or at the exit with a credit card.</p>
Staff account establishment fee	<p>\$0.00 (including supply of access pass)</p>
Staff account management fee	<p>\$0.00</p>
Staff payment handling fee	<p>\$0.00 (including any merchant and credit card processing fees)</p>
Staff access pass replacement fee	<p>Project Co is entitled to charge \$20 (indexed annually by the CPI Multiplier) to replace a lost access pass. All other defective, damaged or faulty access passes are to be replaced free of charge.</p>
Staff egress arrangements	<p>Staff will be entitled to egress the car park notwithstanding that the non-payment of the Parking Charge will place their account in debit. Staff must pay and debit balances within 20 Business Days. Future access to the car park can be prevented until the account is returned to credit.</p>

Issue	Requirement
Staff account closures	Project Co must close the account and refund any pre-paid Parking Charges as soon as possible (and in any event, no later than 5 Business Days) on being formally asked to do so by a member of Staff (less the access card replacement fee if the access card is not returned).
Complaints	Project Co must respond in writing to any User complaint within 2 Business Days and resolve any dispute as soon as is practicable.
Inactive accounts	<p>Project Co must notify the State of any accounts that have been inactive over a quarter.</p> <p>Project Co must return any credit balances on accounts that have been inactive for over 12 months to the State on behalf of the Staff.</p>
Minimum number of APS	10

Schedule 12 – Revenue Share Amount

[not disclosed]

Schedule 13 – Parking Bay Variations

[not disclosed]

Schedule 14 – Variations to Parking Charges

1. Decrease to Agreed Parking Charges

(a) If the Parking Charges for a category of User are decreased to an amount that is greater than or equal to **[not disclosed]** of the Agreed Parking Charges for a category of User the State must pay to Project Co a quarterly payment (**Parking Charges Variation Payment**) which will be calculated as CVP1.

(b) CVP1 is calculated in accordance with the following formula:

$$\text{CVP1} = \text{the sum of } (A - B) \times C \text{ for each Parking Charge so reduced}$$

where:

A = the Agreed Parking Charge

B = the Parking Charge to be imposed on a category of User by Project Co in accordance with Clause 21.2(c) (Parking Charges)

C = the volume as stated in the Financial Model for the Quarter for each Parking Charge that the State has directed should be lower than the Agreed Parking Charge

(c) Any payment in accordance with this Schedule will be due and payable 10 Business Days after the end of the relevant Quarter or if required by Project Co for scheduled debt repayment, at the end of the relevant Quarter, subject to the State receiving appropriate documentary evidence of the calculation of the payment from Project Co.

2. Example

[not disclosed]

Schedule 15 - Termination Amounts

1. Definitions

In this Schedule 15:

Blended Equity Return means the nominal pre-tax internal rate of return based upon the investment and returns on equity in the Financial Model.

Compliant Tender means any tender submitted that meets the qualification criteria notified under Section 5.3(b).

Compliant Tenderer means the party who submits a Compliant Tender.

Fair Market Value means the amount at which an asset or liability could be exchanged in an arm's length transaction between informed and willing parties, other than in a forced or liquidation sale.

Highest Compliant Tender Price means the highest tender price offered by a Compliant Tenderer.

Independent Expert means a person with suitable expertise and experience required to determine a Dispute having regard to the nature of the Dispute, appointed in accordance with Clause 30 (Dispute Resolution) of this Agreement.

Liquid Market means where there are at least two contractors (in addition to any party controlled by the Financiers) in the prevailing market prepared to competitively tender for the undertaking of, or acquisition of, projects which are the same or of a similar type to the Project on the same or substantially similar terms and conditions to those of this Agreement (and each of whom has agreed with the State in writing to submit a Compliant Tender (even if a Compliant Tender is subsequently not received)), such that the result of that tender process would provide a reasonably likely indicator as to Fair Market Value.

New Contracts means contracts that replace this Agreement and the At-Grade Car Parks Management Agreement, but without imposing on the new party any liability for any breach of this Agreement or the At-Grade Car Parks Management Agreement by Project Co prior to the date of that contract, and that assumes:

- (a) if the New Contract is entered into prior to Completion, that the Works are to be designed, built, commissioned and tested to achieve Completion in accordance with this Agreement;
- (b) the Services are to be delivered in accordance with, and to the standards set out in, the Services Specification and otherwise in accordance with this Agreement and the At-Grade Car Parks Management Agreement;
- (c) the term of the New Contract is equal to the period from the date that the New Contract is entered into until the Expiry Date; and
- (d) all other provisions of this Agreement and the At-Grade Car Parks Management Agreement continue to apply.

Rectification Costs means an amount equal to the costs reasonably incurred or likely to be reasonably incurred by the State or a nominee of the State to remedy any default by Project Co and procure performance of Project Co's obligations in accordance with the State Project Documents.

Tender Process means the process by which the State requests tenders from persons interested in entering into a New Contract, evaluates the responses from those interested parties and negotiates to enter into a New Contract with a Compliant Tenderer.

Tender Process Monitor has the meaning given to that term in Section 5.3(e).

Termination Amount means any of the Voluntary Termination Amount or Force Majeure Termination Amount paid in accordance with this Schedule.

Termination Date means the date stated in the notice given by the State to Project Co of termination of this Agreement in accordance with Clause 29 (Termination) of this Agreement.

2. Independent Expert

- (a) If this Agreement is terminated and an Independent Expert is required to determine an amount payable by the State in accordance with this Schedule, the parties must appoint an Independent Expert in accordance with Clause 30 (Dispute Resolution) of this Agreement.
- (b) The provisions of Clause 30 (Dispute Resolution) of this Agreement will apply to the Independent Expert as if the Independent Expert was determining a Dispute, and the Independent Expert must have regard to the matters set out in this Schedule.

3. Termination for convenience

If this Agreement is terminated in accordance with Clause 29.1 (Termination for convenience), the Voluntary Termination Amount will be calculated in accordance with this Section 3 as follows:

$$TA = A + B + C + D + / - E - F - G - H - I + J - K$$

where:

TA = the Voluntary Termination Amount.

A = Actual Debt owing to the Financiers as at the Termination Date together with interest which accrues on the Actual Debt (at the rate provided in the relevant Financing Documents after taking into account any applicable interest rate hedging (but excluding any default or penalty interest)) from the Termination Date to the date of payment of the Voluntary Termination Amount.

B = an amount which gives an equity return equal to:

- (i) if the Termination Date occurs earlier than 5 years after the Date for Stage 1A Completion, the Blended Equity Return; and
- (ii) if the Termination Date occurs after five or more years after the Date for Stage 1A Completion, a reasonable forecast of equity return based on the historical and current projected equity performance.

C = redundancy payments for employees of Project Co that have been or will be reasonably and properly incurred by Project Co as a direct result of the termination of this Agreement and which would not have been otherwise incurred if this Agreement was not terminated in accordance with Clause 29.1 (Termination for convenience) of this Agreement.

- D =** amounts reasonably and properly incurred by Project Co and payable to the Builder, the Operator and FM Subcontractor as a direct result of the termination of this Agreement.
- E =** the amount of costs incurred or gains realised by Project Co (acting reasonably) as a direct result of terminating the Financing Documents, including as a result of terminating or reversing any derivative position, in each case arising from the State's election to terminate this Agreement for convenience. If the net amount is a gain, it should be a deduction, if it is a cost, it should be a payment.
- F=** any amounts owing by Project Co to the State, the Delegate or the Trust in accordance with the State Project Documents as at the Termination Date (but not including any unpaid Licence Fee to the extent that this would result in the Voluntary Termination Amount being less than Actual Debt as adjusted by any payments made under item E, plus C), including all amounts in connection with which the State is entitled to exercise a right of set-off in accordance with this Agreement.
- G =** any credit balances in accounts held by or for the benefit of Project Co on the Termination Date and insurance proceeds, or other amounts owing to Project Co not taken into account in calculating B above.
- H =** all sums due and payable to Project Co and Finance Co from the Financiers as a result of any prepayment of debt or interest and any third party amounts paid to Project Co at any time during the period between the Termination Date and date of payment.
- I =** any insurance proceeds:
- (i) which would have been received before the Termination Date if Project Co had complied with its obligations in accordance with this Agreement and which if so received would have been, or would have been required to be, applied towards any of the amounts referred to in item A or, to the extent that they relate to a liability arising prior to termination of the relevant contract, item D; and
 - (ii) received or receivable by Project Co at any time during the period between the Termination Date and the date on which the Voluntary Termination Amount is paid, except for insurance proceeds:
 - A. that are being held to be applied to repairing or rebuilding the New Car Park; or
 - B. representing insurance indemnification of Project Co against liabilities to third parties; and
- J =** any amounts owing by the State to Project Co in accordance with the State Project Documents as at the Termination Date.
- K =** the Sub-Sublease Refund Payment (if any).

In calculating items A to K above there will be no double counting of amounts.

The State must pay the Voluntary Termination Amount to Project Co within 20 Business Days of that amount being agreed or determined in accordance with this Section 3.

4. Termination for Force Majeure Termination Event

4.1 Termination for Event of Default or Immediate Termination Event not subsisting

This Section 4 does not apply to determine the Force Majeure Termination Amount if the State terminates this Agreement in accordance with Clause 29.2 (Termination for Force Majeure Event) and a right for the State to terminate this Agreement also subsists in accordance with Clause 29.3 (Termination for Event of Default) or Clause 29.4 (Termination for Immediate Termination Event) in which case the termination amount will be calculated in accordance with Section 5.

4.2 Force Majeure Termination Amount

Subject to Section 4.1, the Force Majeure Termination Amount will be calculated as follows:

$$TA = A + / - B - C - D - E - F - G + H - I$$

where:

TA = the Force Majeure Termination Amount.

A = the lower of Actual Debt and the amount forecast in the Financial Model to be owing to the Financiers as at the Termination Date together with interest which accrues on the Actual Debt (at the rate provided in the relevant Financing Documents after taking into account any applicable interest rate hedging (but excluding any default or penalty interest)) from the Termination Date to the date of payment of the Force Majeure Termination Amount.

B = the amount of costs incurred or gains realised by Project Co (acting reasonably) as a direct result of terminating the Financing Documents, including as a result of terminating or reversing any derivative position. If the net amount is a gain it should be a deduction, if it is a cost it should be a payment.

C = any amounts owing by Project Co to the State, the Delegate or the Trust in accordance with the State Project Documents as at the Termination Date, (but not including any unpaid Licence Fee to the extent that this would result in the Force Majeure Termination Amount being less than Actual Debt as adjusted by item B) including all amounts in connection with which the State is entitled to exercise a right of set-off in accordance with this Agreement.

D = any insurance proceeds:

- (i) which would have been received before the Termination Date if Project Co had complied with its obligations in accordance with this Agreement and which if so received would have been, or would have been required to be, applied towards any of the amounts referred to in item A; and
- (ii) received or receivable by Project Co at any time during the period between the Termination Date and the date on which the Force Majeure Termination Amount is made, except for insurance proceeds:

A. that are being held to be applied to repairing or rebuilding the New Car Park; or

- B. representing insurance indemnification of Project Co or Consortium Members against liabilities to third parties;
- E = all sums due and payable to Project Co and Finance Co from the Financiers as a result of any prepayment of debt or interest and any third party amounts paid to Project Co at any time during the period between the Termination Date and the date of payment;
- F = to the extent such amounts are outstanding at the Termination Date, any amounts included in item A that are intended (as described in the Financial Model) to be refinanced in the form of equity or subordinated debt treated as equity, such amount including any accrued, deferred or rolled up interest;
- G = any credit balances standing to any of Project Co's accounts held by or on behalf of Project Co on the Termination Date;
- H = any amounts owing by the State to Project Co in accordance with the State Project Documents as at the Termination Date; and
- I = the Sub-Sublease Refund Payment (if any).

In calculating items A to I above there will be no double counting of amounts.

The State must pay the Force Majeure Termination Amount to Project Co within 20 Business Days of that amount being agreed or determined in accordance with this Section 4.

5. Termination for Event of Default or Immediate Termination Event

The Default Termination Amount will be calculated in accordance with this Section 5.

5.1 The State's election

- (a) If the State terminates this Agreement in accordance with Clause 29.3 (Termination for Event of Default) or Clause 29.4 (Termination for Immediate Termination Event), the State may, subject to Section 5.1(c), elect (in its sole and absolute discretion) to either:
- (i) conduct a tender for the New Contract in accordance with Section 5.3; or
 - (ii) require the Independent Expert to undertake an expert determination in accordance with Section 5.4.
- (b) The State will notify Project Co of its election on or before the day falling 20 Business Days after the Termination Date.
- (c) The State is not entitled to elect to conduct a tender for the New Contract for so long as:
- (i) the Financiers are validly exercising their right to step-in to this Agreement or the At-Grade Car Parks Management Agreement under the Finance Side Deed;
 - (ii) Project Co or the Financiers providing senior debt have demonstrated to the reasonable satisfaction of the State that:

- A. the Financiers providing senior debt have used best efforts to procure the sale and transfer of Project Co's rights and liabilities under this Agreement and the At-Grade Car Parks Management Agreement in accordance with the Finance Side Deed but has not been able to so; and
 - B. the reason for the failure to effect a sale and transfer of Project Co's rights and liabilities under this Agreement and the At-Grade Car Parks Management Agreement is that there is no Liquid Market; or
 - (iii) the State either agrees, or it is determined in accordance with the Clause 30 (Dispute Resolution), that no Liquid Market exists.
- (d) Any Dispute in relation to whether a Liquid Market exists may be referred by either party for resolution in accordance with Clause 30 (Dispute Resolution).

5.2 Payment on tender

- (a) If the State elects to conduct a tender for the New Contract in accordance with Section 5.1, the following provisions of Sections 5.2 and 5.3 will apply.
- (b) The objective of the tendering procedure is to establish by way of the Tender Process a Highest Compliant Tender Price.

The Default Termination Amount will be calculated as follows:

$$TA = A - B - C - D - E - F + G - H + I$$

where:

TA = the Termination Amount

A = the Highest Compliant Tender Price. In determining item A, the Tender Process must:

- (i) assume:
 - (A) a date on which the New Contracts will be entered into;
 - (B) that the Services are delivered in accordance with, and to the standards set out in, Schedule 18 (Services Specification) and otherwise in accordance with this Agreement;
 - (C) Commercial Opportunities continue as at the Termination Date in accordance with this Agreement; and
 - (D) that no breach of this Agreement or the At-Grade Car Parks Management Agreement had arisen; and
- (ii) take into account:
 - (A) the costs (if any), including their timing, which are required to be incurred to complete the Works in accordance with this Agreement and to achieve Completion;
 - (B) the reinstatement costs (if any) and their timing, including a reasonable contingency against Project risks, which are required to be incurred with respect to the New Car Park and the At-Grade Car Parks, to enable delivery of the Services

until the Expiry Date, in accordance with and to the standards set out in Schedule 18 (Services Specification) and otherwise in accordance with this Agreement and the At-Grade Car Parks Management Agreement; and

- (C) any costs required to be incurred to enable the entity (who is to become the new "Project Co") to provide the Services in accordance with, and to the standards set out in, Schedule 18 (Services Specification) and otherwise in accordance with this Agreement and the At-Grade Car Parks Management Agreement and otherwise to perform Project Co's obligations under the Project Documents;
- B =** the costs (if any) reasonably incurred by the State in determining the value of item A;
- C =** any amounts owing by Project Co to the State, the Delegate or the Trust in accordance with the State Project Documents as at the Termination Date (but not including any unpaid Licence Fee to the extent that this would result in the Default Termination Amount being less than Actual Debt), including all amounts in connection with which the State is entitled to exercise a right of set-off in accordance with this Agreement;
- D =** to the extent not covered in A to C above, any additional costs reasonably incurred by the State as a direct result of the Event of Default or Immediate Termination Event and subject to the State having used reasonable endeavours to mitigate such additional costs;
- E =** any gains which have accrued, or will accrue, to Project Co as a result of the termination of this Agreement or any other Project Document;
- F =** each of:
- (i) insurance proceeds, and any other amounts owing to Project Co (but not insurance proceeds representing insurance indemnification of Project Co or Project Co Associates against liability to third parties); and
 - (ii) any credit balances standing to any of Project Co's accounts held by or on behalf of Project Co on the Termination Date,
- in each case only to the extent it has not been taken into account in reducing the Highest Compliant Tender Price;
- G =** any amounts owing by the State to Project Co in accordance with the State Project Documents as at the Termination Date;
- H =** the Sub-Sublease Refund Payment (if any); and
- I =** any amount paid or payable by Project Co to the Delegate under the At-Grade Car Parks Management Agreement in connection with the termination of the At-Grade Car Parks Management Agreement.

If the amount of the Default Termination Amount as so determined is a negative amount, the amount of the Default Termination Amount will be deemed to be zero.

In calculating items A to I above there will be no double counting of amounts.

5.3 Process for tender

If the State elects to tender for the New Contract the following provision will apply:

- (a) the State will (subject to any legal requirements preventing it from doing so) use its reasonable endeavours to complete the Tender Process as soon as practicable;
- (b) the State will notify Project Co of the qualification criteria and the other requirements and terms of the Tender Process, including the timing of the Tender Process, but will act reasonably in setting such requirements and terms. If the tenderer is required to engage sub-contractors, the qualification criteria will include a requirement that the tenderer engage sub-contractors with the requisite technical and financial capabilities to undertake the Project;
- (c) the State, in setting the qualification criteria and the other requirements and terms of the Tender Process, must ensure that there is in place an appropriate methodology for comparing tenders;
- (d) Project Co authorises the release of any information by the State under the Tender Process which would otherwise be prevented under the deed that is reasonably required as part of the Tender Process;
- (e) Project Co may at its own cost, appoint a person (the **Tender Process Monitor**) to monitor the Tender Process for the purpose of monitoring and reporting to Project Co and the Financiers on the State's compliance with the Tender Process and making representations to the State. The Tender Process Monitor will not disclose any confidential information in relation to tenders submitted as part of the Tender Process to Project Co or any other person (and will provide an undertaking to the State to such effect as a condition of its appointment), but will be entitled to advise Project Co as to whether it considers that the State has acted in accordance with the Tender Process and correctly determined the Highest Compliant Tender Price;
- (f) the Tender Process Monitor will enter into a confidentiality agreement with the State in a form acceptable to the State and will be entitled to attend all meetings relating to the Tender Process, inspect copies of the tender documentation and proposals and may make written representations to the State regarding compliance with the Tender Process. All representations will be made by the Tender Process Monitor in a timely manner as the Tender Process proceeds. The State will not be bound to consider or act upon such representations but acknowledges that such representations may be referred to by Project Co in the event that Project Co refers a dispute relating to the Highest Compliant Tender Price for resolution in accordance with Clause 30 (Dispute Resolution) of this Agreement;
- (g) as soon as practicable after tenders have been received, the State will (acting reasonably) determine the Compliant Tenders. Subject to the State receiving at least two Compliant Tenders, it will notify Project Co of the Highest Compliant Tender Price. If fewer than two Compliant Tenders are received, it will be deemed that there is no Liquid Market and the tendering process pursuant to this section 3 will cease and the 'no tendering' procedure under Section 5.4 shall automatically apply;
- (h) the State is not obliged to enter into any contract with any person, resulting from the Tender Process. It may enter into a contract in its sole and absolute discretion;
- (i) if Project Co refers a dispute relating to the Highest Compliant Tender Price or the Default Termination Amount for resolution in accordance with Clause 30 (Dispute Resolution) of this Agreement, the State shall still be entitled to enter into a contract replacing this deed (whether or not a New Contract);

- (j) the State may elect at any time prior to the receipt of two Compliant Tenders to follow the 'no tendering' procedure under Section 5.4 by notifying Project Co that this election has been made; and
- (k) if a Liquid Market exists, the Default Termination Amount is determined in accordance with Section 5.2, and the State will pay to Project Co an amount equal to the Default Termination Amount, calculated in accordance with Section 5.2 within 20 Business Days of that amount being determined.

5.4 No tendering

If Section 5.1(a)(ii) applies or is deemed to apply, a Liquid Market does not or is deemed not to exist under Section 5.3(g) or where Section 5.1(c) or Section 5.3(j) applies, the Default Termination Amount will be determined by an Independent Expert as follows:

$$TA = A - B - C - D - E - F + G - H + I$$

where:

TA = the Default Termination Amount;

A = the estimated Fair Market Value of the Project as at the Termination Date on the basis that this Agreement and each of the other State Project Documents as existing immediately prior to the Termination Date had continued for the Term but for the earlier termination;

In determining A, the Independent Expert must determine the net present value of the projected cash flows for the unexpired Term calculated on a nominal pre-tax basis using the rate of indexation forecast in the most recently published State budget papers and otherwise on the following basis assess the market value as if the willing buyer was bidding in a public tender process for the right to enter into a New Contract:

- (i) assume:
 - A. the Services are delivered in accordance with this Agreement;
 - B. no breach of this Agreement or the At-Grade Car Parks Management Agreement had arisen; and
 - C. any amendments to the State Project Documents required to reasonably allow for an incoming provider to deliver the Services in accordance with this Agreement;
- (ii) take into account:
 - A. the costs (if any), including their timing, which are required to be incurred to complete the Works in accordance with this Agreement and achieve Completion;
 - B. the reinstatement costs (if any) and their timing, including a reasonable contingency against Project risks, required to be incurred with respect to the Works, to enable the delivery of the Services to the Expiry Date in accordance with this Agreement; and
 - C. any costs required to be incurred to enable the buyer (who is becoming Project Co) to provide the Services in accordance with Schedule 18 (Services Specifications) and otherwise to

perform Project Co's obligations under the State Project Documents; and

- (iii) use a discount rate to calculate the net present value of the cashflows based on the following formula, having regard to the risk profile and nature of the cashflows of the Project:

$$R = (1 + PIRR + CB_b - CB_a) \times (1 + i) - 1$$

where:

R = the discount rate;

PIRR = the real pre-tax Project internal rate of return as shown in the Model Outputs Schedule;

CB_b = the real yield to maturity as at the Termination Date on a benchmark Commonwealth bond traded in the Australian bond markets with a modified duration closest to that of the weighted average life of any outstanding senior debt;

CB_a = the real yield to maturity as at the date of Financial Close on a benchmark Commonwealth bond traded in the Australian bond markets with a modified duration closest to that of the weighted average life of any outstanding senior debt; and

i = the assumed long term CPI (or equivalent) indexation rate using the rates of indexation forecast in the most recently published State budget papers;

B = the costs (if any) reasonably incurred by the State in determining the value of item A;

C = any amounts owing by Project Co to the State, the Delegate or the Trust in accordance with the State Project Documents as at the Termination Date (but not including any unpaid Licence Fee to the extent that this would result in the Default Termination Amount being less than Actual Debt), including all amounts in connection with which the State is entitled to exercise a right of set-off in accordance with this Agreement;

D = to the extent not covered in A to C above, any additional costs reasonably incurred by the State as a direct result of the Event of Default or Immediate Termination Event and subject to the State having used reasonable endeavours to mitigate such additional costs;

E = any gains which have accrued, or will accrue, to Project Co as a result of the termination of this Agreement or any other Project Document;

F = each of:

- (i) insurance proceeds, and any other amounts owing to Project Co (but not insurance proceeds representing insurance indemnification of Project Co or Project Co Associates against liability to third parties); and
- (ii) any credit balances standing to any of Project Co's accounts held by or on behalf of Project Co on the Termination Date,

in each case only to the extent it has not been taken into account in calculating the estimated Fair Market Value in item A above;

G = any amounts owing by the State to Project Co in accordance with the State Project Documents as at the Termination Date;

H = the Sub-Sublease Refund Payment (if any); and

I = any amount paid or payable by Project Co to the Delegate under the At-Grade Car Parks Management Agreement in connection with the termination of the At-Grade Car Parks Management Agreement.

If the amount of the Default Termination Amount as so determined is a negative amount, the amount of the Default Termination Amount will be deemed to be zero.

In calculating items A to I above there will be no double counting of amounts.

5.5 Payment of Default Termination Amount

The State must pay the Default Termination Amount to Project Co within 20 Business Days of that amount being agreed or determined in accordance with this Section 5.

5.6 Interest

Interest accrues on the relevant Termination Amounts from the Termination Date until the date of payment of the relevant Termination Amount in full:

- (a) for amounts payable in respect of Actual Debt, at the rate specified under the Financing Documents; and
- (b) in respect of any other amount:
 - (i) at the rate (which is expressed as a yield per centum per annum to maturity) which is the buying rate for bank accepted Bills quoted at approximately 10.10am (Perth time) on page 'BBSY' of the Reuters Monitor System on that day, having a term of one month; or
 - (ii) if that rate is no longer available, or if in the reasonable opinion of the State, that rate becomes an inappropriate rate to benchmark the rate or becomes incapable of application, the rate reasonably determined by the State to be the appropriate equivalent rate having regard to prevailing market conditions.

Schedule 16- Plans

Schedule 17– Design Requirements

Schedule 18 – Services Specifications

1. Contents of this Schedule

This Schedule sets out the Services Specifications for the Project. The Services are summarised in Section 3. Services applicable to all Operating Areas are specified in Part A. Services applicable only to the NCP Operating Areas are contained in Part B.

2. Definitions and interpretation

2.1 Terms in Clause 1.1 of this Agreement

Capitalised terms that are not separately defined in this Schedule have the meaning given to those terms in Clause 1.1 (Definitions) of this Agreement.

2.2 Definitions

In this Schedule the following words and phrases have the following meanings unless the context otherwise requires:

Access and Parking Requirements means the car parking terms and conditions set out in Schedule 11 (Access and Parking Requirements) of this Agreement.

Actual Rectification Time means the time between:

- (a) the time at which Project Co should have commenced the Rectification if it was complying with this Agreement; and
- (b) the time at which Project Co has met all of the requirements in section 3 of Appendix A and Project Co has logged the Rectification on its systems accordingly.

Annual Report means each report prepared in accordance with Section 4.4.

Bid Forecast Maintenance Program means the document of that name that forms part of the bid Operating Manual set out in Attachment 4 of this Agreement.

Car Park Maintenance Services means the maintenance and refurbishment services provided in accordance with Section 11 of this Schedule.

Condition and Performance Standards means the standards set out in Section 11.7 of this Schedule.

Condition Based Survey has the meaning given in Section 11.6 of this Schedule.

Emergency Service Providers means the Western Australia Police, the Fire and Emergency Services Authority of Western Australia, or any other body appointed from time to time by the State to deliver emergency services to the community.

Failure Points has the meaning given in Section **Error! Reference source not found.** of Appendix A.

Forecast Maintenance Program means the maintenance and refurbishment program provided in accordance with Section 11.1 of this Schedule.

NCP Operating Areas means

- (a) from Stage 1A Completion to Stage 1B Completion, the Stage 1A New Car Park, being the area the subject of the Sublease after Stage 1A Completion but prior to Stage 1B Completion;
- (b) from Stage 1B Completion to Stage 2A Completion, the Stage 1B New Car Park, being the area the subject of the Sublease after Stage 1B Completion but prior to Stage 2A Completion;
- (c) from Stage 2A Completion to Stage 2B Completion, the Stage 2A New Car Park, being the area the subject of the Sublease after Stage 2A Completion but prior to Stage 2B Completion; and
- (d) after Stage 2B Completion, the New Car Park, being the area the subject of the Sublease after Stage 2B Completion.

Operating Quarter means each successive period of 3 months following the beginning of a Financial Year.

Operating Year means each successive period of 12 months following the beginning of a Financial Year.

Parking Equipment means all equipment and machinery required to undertake the collection of Parking Charges, including card readers, boom gates, ticket machines and associated works required to install and commission these elements, as well as any Parking Charge specific signage.

Quarterly Report means each report prepared in accordance with Section 4.3 of this Schedule.

Rectification Time means the time specified under the heading 'Rectification Time' in Table 1 of Appendix A - Performance Monitoring.

Rectify, Rectified, Rectifying or Rectification means Project Co doing all that is required of it in accordance with this Schedule and the remainder of this Agreement to rectify or complete a Service Requirement.

Reserve Functions means all functions, activities and services provided at the Reserve by the Trust, its tenants, visitors and the community.

Retention Amount means the amount determined in accordance with Table 2 of Appendix A - Performance Monitoring.

Retention Notice means a notice issued by the State to Project Co pursuant to the requirements of Appendix A - Performance Monitoring “.

Service Requirement means a request or requirement for:

- (a) a Service to be delivered in accordance with the requirements of this Schedule; and
- (b) corrective action to ensure the continued satisfaction of this Schedule,

in each case, caused by a failure by Project Co to meet the requirements of this Schedule.

3. Services summary

Project Co must provide:

(a) the following Services (identified in Part A of this Schedule) to all Operating Areas:

- (i) performance monitoring and reporting;
- (ii) management;
- (iii) revenue collection; and
- (iv) provision and operation of Parking Equipment including maintenance and replacement as required;

(b) the following Services (identified in Part B of this Schedule) to the NCP Operating Areas:

- (i) security and safety;
- (ii) traffic management;
- (iii) designated parking areas;
- (iv) maintenance and life cycle replacement; and
- (v) cleaning, waste and pest control,

in each case in accordance with this Agreement (including this Schedule) and at all times in accordance with Best Operating Practices.

PART A: SERVICES TO ALL OPERATING AREAS

4. Performance monitoring and reporting specifications

4.1 Performance monitoring

Project Co must provide comprehensive and complete self monitoring and reporting in connection with the delivery of the Services and any Service Requirements in accordance with this Section **Error! Reference source not found.** and Appendix A.

4.2 Ad hoc reports

Project Co must provide to the State any information, supporting data and reports in connection with the performance of the Services as are requested by the State. The information, data and/or reports must be provided to the State within the time specified by the State (which must not be more than 5 Business Days after the request is made).

4.3 Quarterly Reports

Within 20 Business Days after the end of each Quarter during the Operating Phase, Project Co must provide to the State a quarterly report detailing the following information for the immediately preceding Quarter:

- (a) statistics on the use of and Revenues gained from the Operating Areas broken down by User type and car park location including:
 - (i) the numbers and patterns of use;

- (ii) Revenue;
 - (iii) Parking Bay occupancy rates for each hour of operation;
 - (iv) peak demand per day;
 - (v) length of stay statistics;
 - (vi) average Parking Charge paid per Parking Bay;
 - (vii) average Parking Charge paid per vehicle;
 - (viii) number of access passes which have been provided;
 - (ix) number of new access passes provided in the preceding Quarter;
 - (x) number of unreadable tickets;
 - (xi) number of lost tickets;
 - (xii) number of complaints;
 - (xiii) reconciliation of payments and Revenue received and receivable; and
 - (xiv) other statistics as reasonably requested by the State;
- (b) a summary of any Service Requirements for the Quarter categorised and identified in accordance with Appendix A;
 - (c) a summary of the calculation of the total number of Failure Points and any Retention Amount for the Quarter;
 - (d) a summary of the maintenance work carried out in the Quarter and to be carried out in the subsequent Quarter in relation to the NCP Operating Areas and the Parking Equipment;
 - (e) a summary of any reportable security or safety incidents during the Quarter and rectification or actions undertaken in the NCP Operating Areas;
 - (f) any changes to Project Co employees;
 - (g) any industrial issues for the Quarter or that are likely to occur in the subsequent Quarter;
 - (h) a summary of programmed cleaning, waste removal and pest control activities undertaken for the Quarter and any material issues arising in relation to the NCP Operating Areas and Parking Equipment;
 - (i) any failure to provide Parking Bays within the NCP Operating Areas or Parking Equipment for use by the Users during the Quarter;
 - (j) any disruption during the Quarter to the Reserve Functions caused by Project Co;
 - (k) any likely disruptions for the subsequent Quarter to the Reserve Functions caused by Project Co; and
 - (l) a certificate signed by Project Co's auditor certifying the total value of the Revenue (and any Revenue Share calculated in accordance with Schedule 12) for the Quarter have been calculated in accordance with this Agreement.

4.4 Annual Reports

Within 20 Business Days after the end of each Operating Year, Project Co must provide to the State an annual report that includes:

- (a) a summary by Quarter of the information provided in the Quarterly Report for the preceding year;
- (b) annual Revenue;
- (c) a summary of maintenance and replacement works carried out against the Forecast Maintenance Program provided for the Operating Year for the NCP Operating Areas and the Parking Equipment;
- (d) the Forecast Maintenance Program for the subsequent Operating Year for the NCP Operating Areas and the Parking Equipment;
- (e) all relevant management and financial reports for the preceding year specifying all Revenues and expenses from operating the Operating Areas (including Commercial Opportunities) and a comparison to the budget for the Operating Year;
- (f) a budget forecast of Revenues and expenses for the subsequent Operating Year;
- (g) confirmation that all Insurances are in place in accordance with this Agreement and a copy of all current certificates of currency;
- (h) a customer satisfaction survey conducted in accordance with Section 5.4 of this Schedule;
- (i) confirmation that all required statutory testing, licences, consents and renewals have been carried out and are current;
- (j) confirmation that essential services relevant to the Operating Areas have been certified as acceptable to the appropriate Emergency Service Provider; and
- (k) confirmation that all statutory declarations required to have been provided have been provided.

4.5 Annual Audit Reporting

Within 40 Business Days after the end of each Operating Year, Project Co must provide to the State:

- (a) an annual audit report, prepared by an independent and reputable auditor acceptable to the State, who has audited the performance monitoring data and the Quarterly Reports for the most recently completed Financial Year, and
- (b) the audited financial statements for the Operating Year for Project Co prepared in accordance with generally accepted accounting practices and procedures.

5. Management specifications

5.1 General

- (a) Project Co must provide an on-site car park manager 24 hours a day, 365 days a year. The manager's station and base will be located in the New Car Park. The manager will:

- (i) provide on call service (accessed through intercoms at lifts, exit gates and ticket machines) to manage emergency access and response, lost tickets, Parking Equipment failures and general Service Requirements; and
 - (ii) take appropriate measures to ensure all Users comply with the Parking Charges system agreed with the State.
- (b) Project Co must implement, maintain and administer a comprehensive parking Staff permit system to:
 - (i) provide the necessary equipment and systems to maintain a permit administration database which records all permit issues and transactions;
 - (ii) issue and reclaim car parking access passes in accordance with the State's direction; and
 - (iii) ensure that car parking access passes, are despatched within 24 hours (on a Business Day) upon Project Co's receipt of applications approved by the State.
- (c) Project Co must notify and seek approval of the State (not to be unreasonably withheld or delayed) in writing 10 Business Days prior to undertaking any activity that may disrupt the State in carrying out the Reserve Functions for longer than two hours.
- (d) The State has the sole right to determine how many and which Staff are entitled to Staff access passes entitling them to park in the areas of the New Car Park and/or At-Grade Car Park allocated to Staff, and the category of such passes (subject to availability). To the extent that Project Co can show that there is excess car parking capacity on the Reserve during peak periods, the State will not unreasonably refuse to issue additional parking permits to the New Car Park and the At-Grade Car Parks.
- (e) Project Co must deactivate access passes upon notification by the State within 1 Business Day.

5.2 Freedom of Information requests and internal briefings

- (a) Project Co must provide such assistance and information as is reasonably required so that the State can fulfil its obligations in connection with freedom of information requests within 2 Business Days of a request by the State.
- (b) Project Co must provide such assistance and information as is required by the State so that the State can provide internal State briefings as and when required.

5.3 Quality assurance

Project Co must implement a quality assurance certification for the Services in accordance with the requirements of AS/NZS ISO 9001 and 9002.

5.4 Customer satisfaction

- (a) At least annually Project Co must undertake a customer satisfaction survey to determine the satisfaction of Users with the provision of the Services and provide a copy of this survey to the State with the Annual Report.

- (b) Project Co must implement any reasonable requirements or recommendations of the State to ensure that the Users maintain a reasonable level of satisfaction in connection with the provision of the Services.

5.5 Complaints management

Project Co must maintain a complaints management procedure in accordance with AS ISO 10002 – 2006 and ensure all complaints in connection with the Services are appropriately and promptly dealt with, responded to and managed.

5.6 Employee training

Project Co must provide appropriate training to its employees and contractors to the reasonable satisfaction of the State including training in:

- (a) emergency and disaster procedures;
- (b) employee code of conduct;
- (c) maintaining customer satisfaction; and
- (d) the requirements of this Schedule and the Operating Manual.

6. Revenue collection specifications

- (a) Revenue collection will be undertaken by Project Co in accordance with the Access and Parking Requirements as may be amended by the State from time to time in its sole discretion.
- (b) As a minimum, Project Co must:
 - (i) display Parking Charges and parking terms and conditions at every entrance to the Operating Areas and at each payment station;
 - (ii) collect Revenue and undertake related administration including the recovery of any debts owed without any participation or recourse to the State and in accordance with the Access and Parking Requirements; and
 - (iii) otherwise comply with the Access and Parking Requirements.

7. Parking Equipment and operating specifications

- (a) Project Co must:
 - (i) operate access and egress Parking Equipment and Revenue collection equipment, (mechanical or otherwise) to ensure that the Operating Areas are safely and effectively used by Users;
 - (ii) ensure that access and egress Parking Equipment is and remains compatible with the State's access and car parking management systems as required by the Design Requirements;
 - (iii) operate revenue collection equipment to ensure that the Parking Charges are collected and collect and account for Revenue in accordance with this Agreement;

- (iv) replenish and replace all consumables required for the Parking Equipment (such as tickets);
- (v) ensure all equipment and machinery comprising the Parking Equipment is:
 - A. commissioned and operated in accordance with the Condition and Performance Standards; and
 - B. maintained in a safe working order and in accordance with manufacturer's specifications;
- (vi) ensure that all Parking Equipment is maintained and replaced as required to meet the Condition and Performance Standards; and
- (vii) ensure that the Parking Equipment, (in particular all access and egress control mechanisms) is suitable for use by disabled Users.
- (b) Project Co must ensure that the Operating Areas can be accessed and egressed 24 hours per day 365 days per year, even if the Parking Equipment is defective.
- (c) Project Co must as soon as practicable provide access and egress to all areas of the Operating Areas if requested to do so by the State.

PART B: SERVICES TO NCP OPERATING AREAS

8. Security and safety specifications

8.1 Disaster and Emergency Response

Project Co must comply with the Reserve's emergency management plan (as it may be applicable to the NCP Operating Areas) as notified to Project Co from time to time by the State and implement disaster and emergency response procedures as directed by and in co-operation with the Emergency Service Providers and the State including:

- (a) responding to emergency calls and alarm systems;
- (b) responding to and putting in place plans for bomb and incendiary device threats and alerts;
- (c) contingency plans for emergency situations;
- (d) reporting of any water, gas, oil, solvent or electrical breakdown to the applicable Utility service provider and implement procedures for immediate action to protect the safety and security of Users of the NCP Operating Areas;
- (e) attend and, as necessary, assist the Emergency Service Providers where there are reports of an emergency within the NCP Operating Areas;
- (f) divert and control all forms of traffic at the NCP Operating Areas, including pedestrian and vehicle traffic to maintain clear access during an emergency;
- (g) prevent unauthorised access and egress to the NCP Operating Areas during an emergency; and
- (h) facilitate the evacuation of all or part of the NCP Operating Areas during an emergency.

8.2 Security surveillance systems management

- (a) Project Co must manage, monitor and operate the NCP Operating Areas security surveillance systems including:
 - (i) fire and smoke alarms;
 - (ii) intruder and security alarms;
 - (iii) CCTV (as appropriate);
 - (iv) disaster, fire and emergency events; and
 - (v) break-ins, illegal and / or unauthorised entry into the NCP Operating Areas.
- (b) Project Co must provide training to its staff as appropriate in the use of security alarm systems.
- (c) Project Co must allow the State to mount CCTV cameras on the external building elevations of the New Car Park in positions to be notified by the State to Project Co. Equipment and all cables to these CCTV cameras will be the responsibility of the State.

8.3 New Car Park access control

Project Co must ensure that those areas of the NCP Operating Areas, (such as offices and plant rooms) that are required to be maintained secure are kept secure at all times and appropriate procedures are put in place and maintained to prevent unauthorised access to areas of the NCP Operating Areas.

8.4 Security patrols

Project Co must:

- (a) provide random and regular security patrols of the NCP Operating Areas; and
- (b) immediately attend to any potential or actual security or safety incident identified during security patrols.

8.5 Security and safety incident response

- (a) Project Co must respond (including attending to faults, false alarms and securing the NCP Operating Areas), to security and safety incidents within 10 minutes of any request or notification of alarm, including:
 - (i) fire alarms or notifications;
 - (ii) intruder alarms or notifications;
 - (iii) security alarms or notifications;
 - (iv) disaster, fire and emergency alarms or notifications;
 - (v) notification of lift entrapment;
 - (vi) security and safety incidents notified to Project Co; and

- (vii) break-ins, illegal and / or unauthorised entry into the NCP Operating Areas.
- (b) Project Co must promptly upon response to security and safety incidents undertake all reasonable actions and measures (including calling for Emergency Service Providers as required) so as to ensure the security and safety of Users, their property and the NCP Operating Areas.
- (c) Project Co must ensure that any User trapped within a NCP Operating Area lift is released within 30 minutes.
- (d) Project Co must as soon as practicable notify the State of any security or safety incident that occurs within the NCP Operating Areas.
- (e) Project Co must as soon as practicable notify the State of any security and safety incident that has occurred in the NCP Operating Areas that has or will cause a security or safety issue at the Reserve, to its occupants or has or will disrupt the provision of Reserve Functions.

8.6 Security and safety incident report

Project Co must produce a security and safety incident report for all incidents in accordance with the Section 8.5, provide a copy to the State within 24 hours of the security and safety incident and include the following information:

- (a) unique security and safety incident number;
- (b) date and time of security and safety incident;
- (c) date and time notification received;
- (d) nature of the security and safety incident;
- (e) location of security and safety incident;
- (f) how Project Co became aware of the security and safety incident;
- (g) the name and contact details of the person noting the security and safety incident; and
- (h) actions taken by Project Co in connection with the security and safety incident, including details of any report to the relevant Emergency Service Provider.

9. Traffic management specifications

9.1 General

Project Co must keep all entrances, exits and internal roadways within the NCP Operating Areas clear from vehicular and other obstructions and maintain the free flow of traffic at all times including by:

- (a) ensuring all 'no parking' or restricted parking areas are kept free from all unauthorised vehicles and other obstructions; and
- (b) removing or taking other agreed action in relation to illegally parked or unauthorised vehicles and other obstructions.

9.2 Access

Project Co must:

- (a) conduct and coordinate hazard reduction efforts, including maintaining asset protection zones on the NCP Operating Areas in consultation with the State and the appropriate Emergency Service Provider;
- (b) ensure emergency vehicles (including ambulances) have clear access to the NCP Operating Areas including within the perimeter of the NCP Operating Areas;
- (c) ensure access routes for Emergency Service Providers at the NCP Operating Areas are at all times:
 - (i) clearly sign posted; and
 - (ii) not congested or subject to speed restriction measures;
- (d) subject to the requirements of the Emergency Service Providers, ensure appropriate speed control measures are in place at the NCP Operating Areas; and
- (e) maintain pedestrian access routes on the NCP Operating Areas so that they are convenient, safe and segregated from vehicular traffic by the provision of dedicated walkways to both internal and external areas of the NCP Operating Areas.

10. Designated parking areas

Project Co must:

- (a) be capable of separately identifying the number of Visitors and Staff parking (including sub-categories of Staff as advised by the State from time to time) at the Reserve at any point in time;
- (b) from Stage 2B Completion ensure, that there is the following number of Parking Bays available to Visitors (which form part of the Minimum Number of Parking Bays):
 - (i) 900 Parking Bays from Stage 2B Completion until the date that the New Children's Hospital achieves completion; and
 - (ii) 1,200 Parking Bays from the date that the New Children's Hospital achieves completion.

The number of Visitor Parking Bays specified above includes all of the underground Parking Bays at the New Children's Hospital and the 156 Parking Bays at the cancer centre facility at the Reserve;

- (c) reserve 300 Staff Parking Bays on each Business Day to accommodate the afternoon shift changeover;
- (d) ensure that all NCP Operating Areas Parking Bays dimensions are in accordance with the Design Requirements; and
- (e) ensure that the Parking Bays in the NCP Operating Areas for disabled persons are provided in accordance with the requirements of all Laws and so as to ensure:
 - (i) the extra space requirements for disabled access including in respect of wheelchairs, pushchairs and vehicles with loading ramps are met; and
 - (ii) they are situated near to public entrances and exits.

11. Maintenance and lifecycle replacement specifications

11.1 Forecast Maintenance Program

- (a) Project Co must:
 - (i) provide a planned and programmed maintenance program to ensure that the New Car Park is maintained to the Condition and Performance Standards (**Forecast Maintenance**) to ensure the integrity, security and functionality of the NCP Operating Areas. The items to be maintained include building fabric, building engineering services, external infrastructure, Utility systems and fixtures and equipment;
 - (ii) annually prepare, update and submit a Forecast Maintenance Program as part of the Annual Report for the subsequent year which:
 - A. sets out how and when maintenance, refurbishment and replacement is to be carried out and achieved;
 - B. include activities required to be undertaken as a results of the Condition Based Survey;
 - C. set at least as high a standard in all material respects as the Bid Forecast Maintenance Program (unless otherwise altered by the results of the Condition Based Survey); and
 - D. identify any activities that may disrupt the use of the NCP Operating Areas;
 - (iii) comply with a request of the State for an activity described in the Forecast Maintenance Program schedule to be delayed or rescheduled; and
 - (iv) immediately notify the State of any unplanned events or interruptions which occur during maintenance or refurbishment works which may disrupt the delivery of Services or the Reserve Functions, endanger the health or safety of Users or breach the Law.
- (b) Forecast Maintenance must seek to actively reduce the risk of a requirement for reactive maintenance and to optimise the performance and efficiency of the NCP Operating Areas.

11.2 Reactive Maintenance

Project Co must provide a comprehensive and unscheduled repair, maintenance and refurbishment service to ensure that at all times the NCP Operating Areas comply with the Condition and Performance Standards (Reactive Maintenance). In the provision of Reactive Maintenance Project Co must:

- (a) perform Reactive Maintenance in a manner that is consistent with Best Operating Practice and ensure continual compliance with the Design Requirements and Completion Tests and the Condition and Performance Standards; and
- (b) obtain the State's endorsement prior to commencing Reactive Maintenance which may cause or have the potential to disrupt the delivery of Services or the Reserve Functions, endanger the health or safety of Users or breach any Law.

11.3 Replacement

Project Co must:

- (a) replace materials as required so as to ensure that the New Car Park is able to continually meet the Design Requirements, the Completion Criteria and the Condition and Performance Standards;
- (b) ensure all replacement materials meet or exceed the Design Requirements;; and
- (c) ensure all replacement materials comply with Best Operating Practice at the time of replacement, provided that where Project Co is required to replace materials (the **Replaced Materials**):
 - (i) subject to Section 11.3(c)(ii), Project Co will be deemed to have complied with paragraph (e) of the definition of Best Operating Practices if it uses replacement materials that have the same or a better standard relative to the market for those materials at the time of replacement as the Replaced Materials had relative to the market at the time that the Replaced Materials were initially purchased for the Project; and
 - (ii) subject always to complying with Sections 11.3(a) and 11.3(b) and to such replacement materials being new and Fit For Purpose, Project Co is not required to select materials that have a capital cost which is demonstrably more expensive than the then cost of replacing with materials which are the same as the Replaced Material.

11.4 Utilities

Project Co must maintain all Utility infrastructure to the Land boundary so as to ensure that there is no disruption to the delivery of Services or the Reserve Functions, and that the health or safety of Users is protected and that there are no breaches of the Law.

11.5 Testing and certification

Project Co must include a schedule of proposed statutory and regulatory tests and certification for the NCP Operating Areas in the Forecast Maintenance Program. In the provision of statutory and regulatory tests and certification Project Co must:

- (a) notify the State in writing not less than one month prior to all inspections and statutory and regulatory tests and certification which may be required in relation to the NCP Operating Areas to allow the State to attend such testing or certification (as applicable) upon request;
- (b) maintain records of any tests or certification carried out;
- (c) undertake all corrective actions arising from such tests and inspections and undertake such works to ensure the NCP Operating Areas remain compliant with the Condition and Performance Standards;
- (d) commission all new equipment and prepare or update the maintenance manuals for new equipment and as-installed drawings; and
- (e) undertake testing and remedial work required by the Design Requirements.

11.6 Condition Based Survey

Project Co must every third year after Stage 1A Completion (as a minimum), undertake a survey (**Condition Based Survey**) of the NCP Operating Areas which must survey the

performance and condition of the NCP Operating Areas. In the provision of the Condition Based Survey Project Co must:

- (a) provide not less than one month prior notice to the State of the undertaking of the Condition Based Survey;
- (b) permit the State to attend the undertaking of the Condition Based Survey;
- (c) submit the Condition Based Survey to the State at the same time and as part of the Annual Report; and
- (d) after completing any Condition Based Survey prepare and submit to the State a report which must:
 - (i) record any component that does not comply, or is at any stage within the two years following the Condition Based Survey unlikely to comply with the requirements of the Design Requirements, Completion Criteria and the Condition and Performance Standards (including undertaking all necessary testing and surveys, in order to assess whether a component complies or is likely to comply with the Condition and Performance Standards);
 - (ii) record any components which were programmed to have maintenance or refurbishment undertaken and/or to be replaced in the preceding three years of the survey and which have not been maintained, refurbished or replaced (as applicable); and
 - (iii) include an assessment of the condition of those components requiring maintenance, refurbishment and/or replacement within the following three years, including the nature of and timing of the maintenance, refurbishment or replacement (as applicable) required to be undertaken.

11.7 Condition and Performance Standards

Project Co must ensure that at all times the NCP Operating Areas meet the minimum standards (**Condition and Performance Standards**) as set out in the Tables below:

Table 1: All Elements

Element	Condition and Performance Standard
General requirements applicable to all elements of the NCP Operating Areas	<ul style="list-style-type: none"> • Complies with Best Operating Practice. • Complies with relevant Australian Standards. • Complies with the FFP Warranty. • Complies with the Design Requirements. • Meets the standards required in the Completion Tests. • Complies with all relevant manufacturer's maintenance specifications such that warranties and guarantees are maintained. • Safe and structurally sound. • Securely fixed as required by the design. • Adequately protected.

Element	Condition and Performance Standard
	<ul style="list-style-type: none"> • Complete and operational. • Free from noisy, missing, loose, vibrating or deteriorated components. • Substantially free of corrosion, cracking, decay, fractures, splits, holes, delamination, spalling and mould growth. • Substantially free of sagging, distortion or displacement. • Clean and free of debris. • Passes all performance tests and all required certification is current. • Complies with the requirements and standards and is capable of meeting the relevant Completion Tests. • Building engineering services are provided with the designed redundancy and reliability set out in the Design Requirements and have the appropriate emergency standby systems in place at all times. • Substantially free from all blistering or bubbling except minor surface blemishes. • Have complete grouting and sealants. • Substantially free from chips and exhibit no lifting. • Free from discolouration. • Have uniform colouration. • Free from loss of print or pattern on wallpaper or transfers. • Have a continuous, unbroken finishing coat for visible elements. • Substantially free from exposure of or lifting of coating material from substrate. • Substantially free noticeable chalking. • Free from animal droppings.

Table 2: Substructure

Element	Condition and Performance Standard
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Element	Condition and Performance Standard
Structure	<ul style="list-style-type: none"> • Subsidence is within designed limits. • Substantially free from ground conditions that adversely impact on the New Car Park • Fully supported at all bearing points. • Retains intended materials. • Retaining wall drainage system operates. • Where required by the design does not retain water or ground water (where applicable). • Subsidence, differential settlement or deflection is within designed limits as set out in the Design Requirements. • Weepholes and ventilation penetrations are unblocked. • Substantially uniform and even surface.

Table 3: Roofing

Element reference	Condition and Performance Standard
Roofing	<ul style="list-style-type: none"> • Sagging, distortion or displacement are within designed limits • Substantially free of rust and appropriately coated. • Disperses water to collection and distribution points without water entering the building. • Fully covered or having thermal and/or sound installation - as set out in the Design Requirements. • Weather tight or watertight - as set out in the Design Requirements. • Roof space has adequate ventilation.

Table 4: Windows, Doors (inc frames), Hatches, Shutters (internal and external), Shading Devices and Wind Breaks

Element reference	Condition and Performance Standard
Windows and Doors	<ul style="list-style-type: none"> • Disperses water to external of the building (external assembly). • Substantially free of damage. • Movable components operate freely and smoothly. • Internal and external surfaces of window glazing must be free of marks, dust, smudges and other foreign matter that prevents visibility.

Table 5: Walls External

Element reference	Condition and Performance Standard
External Walls	<ul style="list-style-type: none"> • Disperses water externally. • Free of damp spots on internal face. • Covered or having thermal and/or sound insulation –as set out in the Design Requirements. • Weepholes and ventilation penetrations are unblocked. • Free of trip hazards. • Where designed allows for movement of components whilst maintaining stability, alignment and performance. • Square and plumb – as set out in the Design Requirements.

Table 6: Stormwater Installation

Element reference	Condition and Performance Standard
Stormwater Installation	<ul style="list-style-type: none"> • Collects and disperses water to appropriate outlets and operates as design intended as set out in the Design Requirements • Free from leaks. • Free from surcharging and does not overflow. • Leaf guards & stops are installed (where detailed on the Bid Design Documentation or Submitted Documents). • Does not hold water. • Free of debris. • Free of trip hazards. • Grade and alignment maintained as set out in the Design Requirements. • Free from erosion of surface adjacent to stormwater installation caused by inadequate drainage design. • Traps suspended matter or debris whilst allowing water to flow at intended flow rate. • Free from wet spots, subsidence or scouring. • Adequate separation or fencing of tank or pond and drainage channels.

Table 7: Walls and Wall Coverings (internal)

Element reference	Condition and Performance Standard
Internal Walls and Wall Coverings	<ul style="list-style-type: none"> • No surface penetrations, tears, lifting at edges or corners or loose threads.

	<ul style="list-style-type: none"> • Free of damp spots and efflorescence. • Free of watermarks. • Fully covered or having thermal and/or sound insulation system – as set out in the Design Requirements. • Ventilation penetrations are unblocked.
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Table 8: Floor and Floor Coverings (internal and external)

Element reference	Condition and Performance Standard
Floor and Floor Coverings	<ul style="list-style-type: none"> • Free from slip or trip hazards. • Fully supported at all bearing points and capable of supporting all loads. • Free from floor movement or springiness as a result of structural inadequacy. • Free from subsidence or differential settlement. • Weepholes and ventilation penetrations are unblocked. • Uniform and even surface (including ensuring the floor covering is fully fixed to the floor so as not to cause a health and safety hazard). • Free of splinters. • Substantially free of cracking or squeaking. • Watertight and free from damp spots – as required by the Design Requirements. • Vapour and termite barriers (where required) are continuous, impervious, located and finished at correct level, protected and free from any holes or punctures. • Subfloor space dispenses water from under the building, has lockable access, adequate ventilation and there is no evidence of termite or fungal activity or condensation, dampness and must odours. • Substantially free from grease and stains or significant permanent marking.

Table 9: Ceilings and Soffits (internal and external)

Element reference	Condition and Performance Standard
Ceilings and Soffits	<ul style="list-style-type: none"> • Free of damp spots or water stains. • Provides an effective seal against falling dust from floor or ceiling space above. • Fully covered or having thermal and/or sound insulation- as required by the Design Requirements.

Element reference	Condition and Performance Standard
	<ul style="list-style-type: none"> Continuous over area of cover.

Table 10: FF&E

Element reference	Condition and Performance Standard
Furniture, Fixtures & Equipment	<ul style="list-style-type: none"> Securely fixed with no sharp edges or cracks. No leakage and are cleanable. Movable components operate freely & smoothly. Glazing, mirrors (including stainless steel mirrors) must be free from cracks and unbroken. Surfaces and coverings must be free from lifting. Open close and lock as installed. Surfaces are smooth and even. Furniture is matching in colour, size and style (if appropriate) within the one room/area. Signage is clear and easy to read and facilitates direction within the New Car Park. Fall arrest anchorages maintenance and testing has been carried out.

Table 11: Fences, Grates and Grilles

Element reference	Condition and Performance Standard
Fences, Gates and Grilles	<ul style="list-style-type: none"> No blocked weepholes. In alignment. Provides an effective barrier for current use. Movable components operate smoothly and easily. Gates are lockable.

Table 12: External Circulation and parking areas

Element reference	Condition and Performance Standard
External circulation and parking areas	<ul style="list-style-type: none"> Substantially free of ponding of water.

	<ul style="list-style-type: none"> • Disperses water to drainage system. • Free of pot holes, slip and trip hazards. • Free of bulges, swellings, depressions indicating sub-base or sub-grade failure. • Free of litter and foreign matter such as stones, brick, glass and animal faeces. • No uplifting or sinking across joints. • Of a level surface with sufficient gradient to allow surface water run-off. • Free of weeds, moss or other extraneous growth. • Line markings are legible. • Free from erosion or displacement of components. • Signage complies with statutory requirements and is clean and legible.
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Table 13: Electrical Installation and Communication / Information Technology Installation

Element reference	Condition and Performance Standard
Electrical Installation and Communication / Information Technology Installation	<ul style="list-style-type: none"> • Not overloaded. • Sufficient capacity to meet demands of the NCP Operating Areas. • Does not constitute a fire hazard. • Fire rated when required. • Easily accessible. • Area surrounding assemblies is clean and free from obstruction. • All tubes or lamps are free of deterioration. • Seismically restrained. • Bearings are not noisy or worn. • Provides safe and reliable un-interruptible power – as required by the Design Requirements. • Regular tests/ inspection/ certification carried out. • All statutory certificates and licences are current. • Complies with manufacturer's instructions. • Provides evacuation lighting to meet the requirements of the NCP Operating Areas (including during an Emergency). • Lux levels and colour rendering meet the tolerance specified in

Element reference	Condition and Performance Standard
	<p>the Design Requirements.</p> <ul style="list-style-type: none"> Public address and portable system is fully operational.

Table 14: Fire Protection Systems

Element reference	Condition and Performance Standard
Fire Protection Systems	<ul style="list-style-type: none"> Complies with the Building Code of Australia (BCA) requirements. Regular inspections/tests are carried out. Reticulates water to outlets with pressure in accordance with the Design Requirements. Fire hydrant/hose reel points are in place and operational. Free from leaks. Fire panel and fire equipment are readily accessible.

Table 15: Security Technology

Element reference	Condition and Performance Standard
Security Technology	<ul style="list-style-type: none"> Regular tests/inspections are carried out. Meets the ongoing security risk assessment requirements for the NCP Operating Areas. Numbers of mobile duress alarms are provided – as required by the Design Requirements. Pendants are installed and operating at all times.

Table16: Water Installation

Element reference	Condition and Performance Standard
Water installation	<ul style="list-style-type: none"> Hygienic storage suitable for drinking Free from leaks. Free from sludge build up. Adequate separation or fencing of storage component to ensure health and safety. No corrosion has entered the water system from within the NCP boundary which has an adverse effect on the quality of drinking water. Reticulates cold water to outlets with such pressure (at peak usage periods) - as required by the Design Requirements. Hot water pipework protected from damage and heat loss.

	<ul style="list-style-type: none"> • Hot water pipework has sufficient cover or isolated so as to not present a hazard or health and safety risk. • Regularly tested for compliance (including as to bacteria levels).
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Table 17: Sewerage System

Element reference	Condition and Performance Standard
Sewerage System	<ul style="list-style-type: none"> • Free from leaks. • Free of damage or Defects that compromise hygiene. • Contains odours produced. • Provides safe conveyance of sewage or waste to disposal system. • Grade and alignment maintained. • Free from unsafe protruding or exposed components. • Hygienic storage and/or treatment of sewage or waste.

Table 18: Mechanical Services

Element reference	Condition and Performance Standard
Mechanical Services	<ul style="list-style-type: none"> • Provides ventilation at required rate to NCP Operating Areas spaces. • Provides indoor air quality to meet or exceed the requirements in the Design Requirements. • Free from leaks in ductwork and pipework. • Regular tests/inspections carried out. • Air conditioning provides comfort conditions to the space at the required airflow rate in accordance with Design Requirements. • Filters, vents, grilles and associated fittings are clean. • Vertical transportation has all current certifications in place, floor levels adequately align with lifts and operate to manufacturers specifications

Table 19: Fittings and Fixtures for Hydraulic Services (sanitary, plumbing, water and gas Services)

Element reference	Condition and Performance Standard
Hydraulic Fittings and Fixtures	<ul style="list-style-type: none"> • Can be operated without excessive effort. • All fixtures free of chips, cracks, etc. • Free of leaks. • Free of sludge build-up. • Faucets and taps generally to be vandal resistant.

Table 20: Pumps and Motors

Element reference	Condition and Performance Standard
Pumps and Motors	<ul style="list-style-type: none"> • Provides adequate separation from moving parts so as to not cause a hazard or health and safety concern. • Free from leaks. • Regular inspections/tests carried out. • All required safety guards in place. • No excessive noise or vibration, or loss of efficiency.

Table 21: Handrails, Balustrades, Wall Buffers and Ladders

Element reference	Condition and Performance Standard
Handrails, balustrades, grab rails, ladders, ladder cages	<ul style="list-style-type: none"> • Able to withstand loading without undue deflection. • Joints will effectively resist weathering. • No unsafe edges or surfaces.

12. Cleaning, waste and pest control specifications

12.1 Cleaning and waste

Project Co must:

- (a) keep the NCP Operating Areas clean and free from refuse;
- (b) remove wet refuse from the NCP Operating Areas at least daily;
- (c) clean all toilet facilities at least daily;
- (d) regularly remove all waste from the NCP Operating Areas;
- (e) provide programmed cleaning of the NCP Operating Areas so that it is kept clean and free from litter and debris and grease stains; and

- (f) within 24 hours of a request, provide a reactive cleaning service to the NCP Operating Areas to rectify spills, overflowing bins and other ad hoc cleaning requests, unless the subject of the request gives rise to a health and safety issue, in which case all necessary measures must be undertaken within 4 hours to ensure that no health and safety issue remains.

12.2 Pest control

Project Co must:

- (a) take all reasonable precautions to keep the NCP Operating Areas free from rodents, vermin, pests, insects, birds, animals;
- (b) provide a programmed pest control service to the NCP Operating Areas at least twice yearly (summer and winter); and
- (c) provide a reactive response to eradicate rodents, vermin, pests, insects, birds and animals at the NCP Operating Areas.

12.3 Graffiti or vandalism

Project Co must, for the NCP Operating Areas, within two days of having identified or being informed of graffiti or vandalism, make safe the vandalism and obscure from view any graffiti or vandalism.

Appendix A - Performance Monitoring

[Not disclosed]

Schedule 19 – Parking Bay Requirements

[Not disclosed]

Schedule 20 – Commercial Opportunities

[not disclosed]

Schedule 21 – Tax Invoice

TAX INVOICE

From: [Supplier's Name]
[Supplier's ABN]
[Supplier's address]

To: [Recipient's Name]
[Recipient's ABN]
[Recipient's address]
[Recipient's contact person]

Invoice No: [Invoice number]

Invoice Date: [Invoice Date]

Supply	GST exclusive Amount	GST	Total amount payable (GST Inclusive)
Taxable supply of [to be inserted] made by [Supplier] to [Recipient] pursuant to [Agreement]	[GST exclusive amount]	[10% of amount]	[GST inclusive amount]
Total Payable (including GST)	[Total: GST exclusive]	[Total GST]	[Total: GST inclusive]

Schedule 22 – Confidential Information

[not disclosed]